

ARTICLE 22 - MISCELLANEOUS (INCLUDING SPECIAL EDUCATION)

Section 1. Pronouns

The use of all pronouns contained herein are used in their generic sense and are not intended to indicate any distinction based upon sex.

Section 2. Exams and Tuberculin Tests

Physical and psychological examinations, by the District physician designated to examine personnel, are required and will be paid by the District as follows: new employment; upon return from illness of more than six (6) months duration; and upon reasonable request of the immediate supervisor or Assistant Superintendent, Human Resources. Tests and reports indicating freedom from active tuberculosis for continuing employees is required not less infrequently than every four (4) years, and will be paid for by the District, if the employee makes use of the tuberculin clearance method provided by the District. If the examination is made by the employee's personal physician, the cost of the examination shall be paid by the employee.

Section 3. Bonding

If the District requires bonding of an employee who performs duties involving handling funds for the District, the bond premium shall be paid by the District.

Section 4. Notices

All notices and communications required by this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested, to the parties at the following addresses, or at such other address for a party as shall be specified by notice given pursuant hereto:

To the Association: Executive Director
 Glendale Teachers Association
 3233 North Verdugo Road
 Glendale, California 91208

To the District: Superintendent of Schools
 Glendale Unified School District
 223 North Jackson Street
 Glendale, California 91206

Section 5. Employee-Produced Materials

Employees who participate in the production of tapes, publications or other produced educational material shall retain residual rights unless such publications or other educational materials are produced while the employee is on paid District time or using District supplies or equipment for the production of such items.

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Section 6. Special Education

- a. The Association shall have the right to appoint one (1) representative to the Community Advisory Committee (CAC) and the consortium Staff Development Committee (SDC). Such appointments shall be used to fill the first vacancy occurring after the effective date of this Agreement.
- b. The District shall comply with all laws and consortium plan requirements relating to notice to a regular classroom teacher of the Limited English Proficiency of any Special Education student being placed in the teacher's class.
- c. A classroom teacher shall have the right, pursuant to applicable laws and the consortium plan, to recommend a student in his/her class for referral for assessment of need for special education services or for a review of assignment and placement.
- d. A present teacher of a pupil being considered by a Limited English Proficiency development or review team shall have the right and duty to serve on such a team.
- e. It is recognized that in some circumstances, Limited English Proficiency goals, like any other educational goals, may not be fully achieved despite the best efforts of the teacher.

Section 7. Speech/Language/Hearing Specialist

- a. Commencing July 1, 2000 and subject to the conditions noted below, the District shall reimburse employees for the Speech/Language/Hearing Practitioner license fee they pay to the California Department of Consumer Affairs, Speech/Language Pathology and Audiology Board and a maximum of \$100 per year per licensee for said licensees to attend conferences and/or workshops to maintain those licenses for the purpose of the District's participation in the Medi-Cal billing available through the State. Such payments shall be predicated upon, and subject to, continued existence of the State requirement of such licenses and the District's continued participation in said program in order for the District to qualify for reimbursement for Medi-Cal treatment/therapy services to be performed by the employee seeking the reimbursement. It is understood that such employees must provide the District-required documentation to support any such billings to Medi-Cal.

Section 8. Directory

A District Personnel Directory, for use solely by the employee, shall be provided at no charge to all members of the bargaining unit.

Section 9. Underperforming Schools

It is agreed that the District must be able to comply with developing law governing underperforming schools, and also be able to anticipate and avoid sanctions. It is agreed that this subject matter (together with any related contract clauses) shall be kept open for ongoing review, consultation

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and/or negotiations, and that such consultations and negotiations shall be guided by a mutual intention to involve employees in the development of school plans and remedies.