

COLLECTIVE BARGAINING AGREEMENT, 2017-2020

GLENDALE UNIFIED SCHOOL DISTRICT

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AGREEMENT

THIS AGREEMENT is made and entered into pursuant to Chapter 10.7 (commencing with Section 3540 of Division 4 of Title 1 of the Government Code of the State of California) this 17th day of November, 2015, by and between the GLENDALE UNIFIED SCHOOL DISTRICT, hereinafter designated as the "District" and the GLENDALE TEACHERS ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/-NATIONAL EDUCATION ASSOCIATION, hereinafter designated as the "Association," and constitutes the sole agreement between the parties.

ARTICLE 1 - RECOGNITION

Section 1. The District hereby recognizes the Association as the exclusive representative of the employees specified herein, as follows:

INCLUDED:

All certificated employees specifically including Teacher, Regular Classroom; Teacher, Special Education; Teacher, on Special Assignment; Teacher, Traveling Instrumental Music/Physical Education; Teacher, Early Education and Extended Learning Programs (EEELP); Teacher Specialist; Librarian; Counselor; Nurse; Speech/Language/Hearing Specialist; Specialist, Career Center; Teacher, Work Experience; ROP; Teacher, Temporary Contract.

EXCLUDED:

All other employees including all Teacher, Day-to-Day Substitute Employees; ROC/ROP who are assigned for fewer than ten (10) hours per week; all Teacher, Long-Term Non-Contract Substitute Employees; Recreation Leader III, Recreation Supervisor; Teacher Assistant/Coaching; all classified personnel and other non-certificated personnel; all Employees in Management positions designated by the Board of Education, all Confidential Employees and all Supervisory Employees as defined in Chapter 10.7 (commencing with Section 3540) of Division 4 of Chapter I of the Government code of the State of California.

Section 2. The sole purpose of this article is to identify the composition of the bargaining unit as of the date of the Agreement. Disputes as to the inclusion or exclusion for newly created classifications or titles, and disputes as to the alleged misclassification of employees are subject to the grievance and arbitration provisions of this Agreement as well as EERA processes.

Section 3. Unless otherwise indicated by context, the term "employee" or "unit member" and the term "personnel" refers to all persons employed by the District in any capacity who is included in the above-described bargaining unit.

ARTICLE 2 - EFFECT OF AGREEMENT

Section 1. The District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, except as specifically provided in Article 23 - Duration and Termination.

Section 2. Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect. The parties shall immediately meet to negotiate the effects of the invalidation and the means of compliance with the new law or decision. Reduction or elimination of employee benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall not affect the provisions as set forth herein for the life of the Agreement.

Section 3. Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. In the event of any conflict between this Agreement, Board of Education Policy or Regulations, or individual Site Council recommendations, the Article and Appendices of this Agreement shall prevail.

Section 4. This Agreement may be amended at any time by mutual written agreement between the District and the Association, and no employee shall have a vested right to retain any portion of this Agreement, and any such amendment shall prevail over any asserted prior vested right of any employee.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 1. Relation to Statute

It is understood that there is a statute generally requiring a Service Fee in all school district bargaining units; however, it is understood and agreed that the terms of this Article shall be deemed paramount and controlling, as among the Association, the District and the employees, as to all matters relating to union security and service fee.

Section 2. Membership Dues Authorization

Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be prorated in such manner that the employee will pay membership dues only in proportion to the number of school months during the school year in which the employee is a member of the Association. Any fraction of a month of membership shall be counted as a full month. Such authorization shall continue in effect from year to year unless revoked in writing. An employee who revokes authorization for the payroll deduction of dues, fees and assessments shall comply with the provisions of this Article.

Section 3. Service Fee

Any employee who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall either become a member of the Association or pay to the Association a service fee unless exempted under Section 4 or 5 below. The service fee amount is to be determined by the Association consistent with applicable law, and shall be payable to either the Association in one lump sum payment or by authorized payroll deduction as provided for in Section 2.

In the event that an employee does not either pay such fee directly to the Association, or authorize payment through payroll deduction, the District shall upon request of the Association immediately begin automatic payroll deduction as provided in Education Code Section 45061, subject to the pro-ration provision of Section 2 above, and in the same manner as set forth in this Article.

Section 4. Religious Exemption

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. However, in lieu of the service fee, such employee shall annually pay a sum equal to such service fee to one of the non-religious, non-labor organization charitable funds listed in Section 6. Donations of property or services shall not satisfy this obligation.

Proof of payment pursuant to this section and a written statement of objection along with evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall annually made to the Association and the District, as a condition of continued exemption from the provisions of Sections 2 and 3 of this Article. Proof of

payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the Association and the District within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the commencement of assigned duties. Payroll deductions for this section shall be available on to the extent permitted by District payroll procedures.

Section 5. Principled Objector Exemption

Any employee who objects, as a matter of personal, fundamental principle, to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. However, in lieu of the service fee such employee shall annually pay a lump sum equal to such service fee to one of the non-religious, non-labor organization, charitable funds listed in Section 6. Donations of property or services shall not satisfy this obligation.

To be eligible for this exemption, the employee shall submit to the District and the Association a written statement, signed under penalty of perjury, establishing the basis for the principled objector exemption. The objection must be based upon a belief of sincere and enduring nature; mere dissatisfaction with the quality or the Association's representation will not qualify. This statement shall not be subject to review or examination unless there is evidence that it was not filed or maintained in good faith.

Proof of payment pursuant to this section and the written statement of objection described above shall annually be made to the Association and the District, as a condition of continued exemption from the provisions of Sections 2 and 3 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the Association and to the District within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the commencement of assigned duties.

Section 6. Charitable Funds

Employees exempt from service fee pursuant to either Section 4 or 5 above shall make their annual, in-lieu, payment to one or more of the following non-religious, non-labor organization charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- American Heart Association
- American Cancer Society
- Ronald McDonald Cancer Fund
- Foundation to Assist California Teachers
- United Way
- Habitat For Humanity
- Martin Luther King, Jr. Memorial Scholarship Fund
- Parent Teachers Association

- Glendale Healthy Kids
- American Red Cross
- City of Hope
- Others, by mutual agreement

Section 7. Information

- a. The Association and District shall upon request furnish to each other any information needed to fulfill the provisions of this Article.
- b. With respect to all deductions by the District pursuant to this Article, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership, service fee payer, or charity donation and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for any payroll deductions made pursuant to this Article.

Section 8. Indemnity

The Association agrees to pay to the District all reasonable fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the service fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

Section 9. Organizational Rights

The District and Association recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to join and participate in activities of employee organizations.

The Association, its officers, agents and members, and the District, its officers and agents, shall neither intimidate nor coerce employees into joining or not joining, continuing membership or not continuing membership, in any employee organizations.

Neither the District nor the Association shall impose or threaten to impose reprisals on employees, discriminate against or otherwise unlawfully interfere with, or coerce employees because of their exercise of rights guaranteed by the Educational Employment Relations Act, except as such rights may be limited or defined by this Agreement.

Section 10. Personnel Information

- a. The District shall provide the Association with three copies of the District directory.

- b. Changes in name, address, telephone, work location, and track assignment of employees covered by this Agreement shall be provided monthly to the Association beginning July 1 of each school year.
- c. The District shall make available to the Association the names, addresses, telephone, work locations, and track assignments of employees who have not previously been employed in the District on a monthly basis beginning June 15th of each school year.
- d. Within thirty (30) days after the beginning of each semester, the District shall furnish to the Association a list of all unit members on leaves of absence, together with a list of all Long-Term Contract Substitute teachers and Temporary Contract Substitute teachers.
- e. Not later than October 15th, the District shall furnish the Association a document indicating the placement of personnel on the respective salary schedules as of October 1st.
- f. The District shall provide the Association with a list of all employees by school site (showing track assignment if applicable) by June 15th (for YRE) and by September 1st (for Traditional).

Section 11. Bulletin Boards

The District shall provide the space at each school for one bulletin board provided by the Association for its use. The Association may use the District mail service and its designated representative may deposit materials in unit members' assigned mailboxes.

- a. All such notices for posting or distribution shall bear the date of posting or distribution and the Association identification together with the designated authorization by the Association president, executive director, committee chairpersons or designated faculty representative.
- b. A copy of such notice for posting or distribution shall be delivered to the Office of the Superintendent and given to the site administrator at the same time as posting or distribution.
- c. The Association assumes sole legal responsibility for the content of material posted or distributed by the Association or its representatives.
- d. The District shall, as part of its regular school mail delivery service, deliver Association mail to the GTA Office at 3233 North Verdugo Road, Glendale, CA 91208.

Section 12. Released Time for Grievances

Refer to Article 6 - Grievance Procedures for released time allocation to grievant, authorized representative of grievant, and witnesses testifying at a Step Three grievance hearing.

Section 13. Other Released Time

- a. Any employee who is designated by the Association to attend meetings, during working hours, of the affiliate organizations directly related to the Association must receive prior approval from the District. Employees attending such meetings shall do so without loss of salary and with no payment by the District of the employee's expenses. No single employee shall be released more than 7 instructional days in a school year, exclusive of summer school, under this section. A total of fifty (50) released days per year shall be allotted to the Association for such use. The District may in its discretion permit additional released days, in which event the Association shall pay the District for each such day an amount equal to the daily substitute rate (when a substitute is employed).
- b. Should an employee be elected as an officer of the National Education Association (NEA), additional released days may be utilized for the purpose of said employee's attendance at required meetings of said organization, in which event the Association shall pay the District for each such day an amount equal to the daily substitute rate (whether or not a substitute is employed).
- c. The President of the Association shall have available 20% of each semester of released time, non-accumulative at the District's expense, for the purpose of community relations and Association/District communications.
- d. When an employee is released from duty pursuant to Education Code Section 44987, in lieu of the reimbursement to the District provided by that section, the Association shall reimburse the District at the current daily pay rate for an employee placed at Appendix B, Class IV, Step 5.

Section 14. Other Voluntary Payroll Deductions

The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following: Glendale Area Schools Federal Credit Union (including the District approved 457 Deferred Compensation Plan); First Financial Credit Union; Glendale Scholarship Endowment; United Way; Tax Sheltered Annuities approved by the Los Angeles County Office of Education; U.S. Savings Bonds; American Fidelity Section 125 flexible benefit plan; CTA Unum Provident Insurance; CTA Unum Provident Income Protection; Pacific Educators Insurance Agency, Inc. (but no new enrollments permitted); Met Life Insurance Company; Foundation to Assist California Teachers and the NEA Fund for Children and Public Education.

Section 15. Use of School Facilities

Upon prior approval of the designated site administrator, the Association shall have the right to utilize individual school facilities for the conduct of meetings with employees of that specific school. Requests to utilize District facilities for the conduct of meetings with District employees from more than one location shall be made on District Civic Center forms. Approval will be subject to prior requests for the utilization of such facilities by groups entitled to their use. Such meetings shall in no way conflict with the work of District employees nor with school programs or activities.

Section 16. Request for Documents

The District shall furnish the Association, upon request, any non-confidential documents in the possession of the District which are necessary for the Association to carry out its bargaining responsibilities.

Section 17. Employee Representation

- a. When an administrator has a conference with an employee where it is evident that the employee is the focus of a possible disciplinary action or a probable "does not meet standards" overall evaluation rating, or regarding general working conditions, the employee shall be permitted to be accompanied by a representative of their choice. Any such meeting shall take place within seven (7) working days. An administrator shall notify the employee of the nature of the meeting at the time of the requested conference. Non-availability of the representative for more than a reasonable time shall not delay the conference.
- b. When an employee requests a meeting with an administrator over any contractual issue, they have the right to bring a representative of their choice. The meeting shall take place within seven (7) working days. An employee initiated meeting shall not require coverage unless mutually agreed upon by the employee and the administrator.

Section 18. Board of Education Agenda

The District shall make available to the Association three copies of the Board of Education agenda and such detailed supporting material as is available, with the exception of personnel reports, after 3:00 p.m. on the day prior to all Board of Education meetings. The material will be available in the Superintendent's Office at the designated time, and if not obtained prior to the meeting will be available at the meeting place.

Section 19. Committee Representation

The following existing District-wide advisory committees (only), Committees constituted by the Board of Education; Elementary English Language Arts Committee; K-12 History/Social Science Committee; Curriculum and Staff Development Coordinating Council (including sub committees); School Planning Committee (including sub committees), and future committees of a similar nature, shall have as members at least as many teachers and/or support services employees as they have administrators. The Association shall have the right, upon request, to appoint each of those employees. For committees that have already been established under previous agreements, the Association shall designate an existing committee member as its spokesperson.

As to those site-based committees, leadership teams, councils and advisory bodies which include teachers, the GTA Faculty Representative shall be permitted to designate one of the faculty members who has been selected to such committee to serve also as the representative of GTA relating to the committee's activities. In the alternative, the GTA Faculty Representative shall be permitted to serve and participate as an ex-officio nonvoting member of any such committee.

Section 20. Certificated Management Interview Panel Representation

The Association shall be permitted to appoint a teacher representative to all District certificated management interview panels.

ARTICLE 4 - DISTRICT RIGHTS

Section 1. It is agreed that all matters not mentioned as within the scope of negotiations in Government Code 3543.2, or not limited by the provisions of other Articles of this Agreement or not limited by statutory rights of unit members, are reserved to the District. Such reserved rights include, but are not limited to, the exclusive right to: Determine the management organization and operational structure of the District and all budgetary matters, including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditures; determine the number, type and location of all District-owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each of such properties; determine the kinds, levels and standards of any services to be provided to the public or to be provided to employees in support of services to the public, and the methods and means of providing such services; determine the subcontracting of services and functions, except where such subcontracting would result in reduction in the number of employees subject to this Agreement; determine the educational policies, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, and all rules, policies and practices regarding such matters; select, classify, direct, utilize, promote, demote, discipline, layoff, terminate and retire any personnel of the District; assign employees to any location, and also to any facilities, classrooms, activities, academic subject matters, departments and grade levels; determine staffing patterns, including but not limited to the determination of whether, when and where there is a job opening; determine the job classifications and the content and qualifications thereof; determine the duties and standards of performance for all employees; determine the times and hours of operation of District facilities, functions and activities; determine safety and security rules and measures for all personnel and students of the District; and determine the rules, regulations, policies, and practices for all employees, students and the public.

It is understood that the right to "determine" as used herein includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

Section 2. The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Section 3. It is not the intention of the parties in setting forth the above-mentioned rights of the District to detract or diminish in any way the rights of the Association or unit members as set forth elsewhere in this Agreement, or in Statutes or Constitutions; however, the Association's statutory right to negotiate during the term of this Agreement shall be as indicated in this Agreement. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of this Agreement, the language of the latter shall prevail.

Section 4. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not limited by other provisions of this Agreement, is not subject to the grievance and arbitration provisions as set forth in Article 6, unless the grievance in question is an allegation that the District has violated a provision of some other Article of this Agreement, which Article is itself subject to arbitration.

ARTICLE 5 - NO DISCRIMINATION

Section 1. There shall be no discrimination by the Association or the District of any kind against any employee on the basis of race, color, sex, religion, age, national origin, physical handicap, political affiliation, domicile, sexual orientation, or marital status, as provided under Federal and State statutes covering the foregoing. Claims arising under this Article are to be handled under appropriate statutory procedures rather than the grievance/arbitration provisions of this Agreement, unless the employee executes a waiver of the statutory procedures in a form satisfactory to the District and the Association. An employee may request an informal meeting with the District and a representative of their choice to attempt to resolve the issue before proceeding to other statutory procedures.

ARTICLE 6 - GRIEVANCE PROCEDURES

Section 1. Definitions

- a. A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- b. A "grievant" is an employee or group of employees, or the Association acting on behalf of an identified employee or group of employees, making a claim that their contractual rights have been violated. The Association may grieve on its own behalf with respect to alleged violations of rights granted to the Association by this Agreement.
- c. The "immediate supervisor" designated to process grievances in Step 1 of this Article for instructional employees assigned to a work site on a daily basis, shall be the principal, and for instructional employees in special programs not directly under the supervision of the principal shall be the respective program administrator.
- d. The "Grievance Officer" shall be appointed by the Superintendent of Schools. The Grievance Officer or his designee will coordinate the District's position of involvement in the grievance procedure.
- e. The term "day," unless otherwise indicated, shall mean a day in which employees are on assigned duty. For teachers assigned to a Year-Round Education School, "day" shall exclude any day in a non-paid status.

Section 2. Grievance Steps

Informal Step

Before filing a formal written grievance, the employee shall make a reasonable attempt to resolve the matter by means of an informal conference with the immediate supervisor. The Association and the District encourage the informal resolution of potential grievances without either the employee or supervisor being accompanied by a representative. However, if the employee believes that special circumstances exist which require the presence of an Association representative at the informal level, he or she may be accompanied by such representative, and in such circumstances the supervisor may invite another administrator to be present at the conference. Nothing herein shall preclude additional informal conferences, with or without Association representation (as provided above), if both the grievant and supervisor desire to do so.

Step One

After completing the informal level, and in no event later than thirty (30) days (as defined in Section 1, e. above), after the grievant knew or reasonably should have known of the event giving rise to the grievance, the grievant must submit the grievance in writing to the immediate supervisor. The written grievance must state fully the facts of the grievance, detail the specific provisions of the Agreement alleged to have been violated and must be signed and dated. At any time between the filing of the grievance and the supervisor's formal reply (see below) the parties shall, upon the request of either the grievant or the supervisor, hold a conference to discuss the grievance. Such a meeting shall be limited to the grievant, and Association representative, the immediate supervisor and one other administrator if requested by the immediate supervisor. In any event, within ten (10) days after receipt of the grievance, the immediate supervisor shall give his written answer to the grievant and forward a copy to the Association President. The receipt of such answer by the grievant shall terminate Step One.

Step Two

If the grievance is not settled in Step One, or no answer is given by the District within the prescribed time limits, and the grievant decides to pursue the matter further, the grievance shall be presented to the Grievance Officer and the Association President within ten (10) days after termination of Step One. A meeting between the grievant, the Association's designated representative, and the Grievance Officer and/or his designees will be arranged to review and discuss the grievance within fifteen (15) days after the Grievance Officer has received notification that the grievance is proceeding. The Grievance Officer will give his written answer to the grievant and the Association President within fifteen (15) days after such meeting, and the receipt of such answer by the grievant will terminate Step Two.

Step Three

If a grievance is not settled in Step Two, or if no answer is given by the District within the prescribed time limits, and both the grievant and the Association decide to pursue the matter further, the grievance shall be submitted to arbitration, but only if the Association representative within ten (10) days after the termination of Step Two of the grievance procedure, gives written notice to the District of the decision to arbitrate the grievance. As soon as possible the Association representative and the Grievance Officer shall attempt to agree upon the selection of an arbitrator. If no agreement is reached, and in any event not later than ten (10) days after the District has received written notice of the decision to arbitrate, the parties shall request of the California State Mediation and Conciliation service that it supply a panel of five (5) names of persons experienced in hearing grievances in public agency matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the impartial arbitrator. If necessary the order of striking shall be determined by lot.

The impartial arbitrator shall, as soon as possible thereafter, hear said grievance and render his decision in writing. The arbitrator shall submit his decision in writing within thirty (30) calendar days after he has heard the case. The decision of the arbitrator will be final and binding upon the parties to this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies judged to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

Section 3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The provisions of this Agreement shall not be interpreted or applied in such a manner which is arbitrary, capricious or discriminatory. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The arbitrator shall have no power to render an award or any grievance occurring before or after the term of this Agreement. If a question of arbitrability arises, that question shall be subject to the provisions of the Grievance Procedure beginning with Step Two.

Section 4. The arbitrator may hear and determine only one grievance at a time unless the parties mutually agree otherwise.

Section 5. If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered to be null and void. However, the time limits set forth in this Article may be extended or shortened by mutual written agreement of the parties. Time limits for appeal provided in each Step shall begin the day following receipt of the decision by the aggrieved party. Nothing herein shall preclude the District and the Association from utilizing, by mutual written agreement for any particular case, expedited arbitration proceedings such as contracted time limits, waiver of transcripts and briefs, and/or immediate decision.

Section 6. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expense, and the cost of any hearing room will be borne equally by the District and the Association. All other costs, including the cost of a court reporter and transcripts, will be borne by the party incurring them.

Section 7. No reprisals of any kind will be taken by the District against any grievant, person, or any other participant in the Grievance Procedure, by reason of such participation.

Section 8. Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and his/her authorized Association representative, if any. Such released time privilege will also be extended to witnesses while they are testifying at a Step Three hearing. This constitutes reasonable periods of released time within the meaning of Government Code 3543.1(c).

Section 9. Miscellaneous

- a. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, as determined by the Grievance Officer, the grievant shall submit such grievance in writing to the Grievance Officer and the Association directly and the processing of such grievance will commence at Step Two, although the grievance form requirements of Step One must be observed.
- b. The Association processing a grievance on its own behalf may initiate a grievance at Step Two.
- c. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file, and will not be kept in the personnel file of any of the participants.
- d. Forms for filing grievances will be prepared and distributed by the Association.

ARTICLE 7 – HOURS OF EMPLOYMENT

Section 1. Definition

- a. "Emergency" -- for the purposes of interpreting this Article, an "emergency" shall be defined as an unforeseen circumstance that requires immediate action. For purposes of the "class coverage" provisions of Section 6 of this Article, the term "emergency" includes situations where the District is unable to obtain a substitute despite its good faith reasonable efforts to do so as, e.g., when no willing qualified substitute is available, or when there is insufficient notice of the need to contact a substitute, or when a substitute agrees to serve but fails to show on time. It also includes situations where the regular teacher's absence is known to be so brief that it would be unreasonable to hire a substitute who would be paid for at least a half day.
- b. "Non-emergency" -- refers to situations such as when a teacher is released from his/her normal assignment in order to attend to school business such as field trips, athletic events, meetings or luncheons.
- c. "Hourly rate of pay" -- a teacher's hourly rate of pay shall be determined by dividing his/her daily rate of pay by five.
- d. "Daily rate of pay" -- a teacher's daily rate of pay shall be based upon the employee's annual salary divided by the number of assigned work days in the contract year as determined by Appendix "O" - Work Year.

Section 2. Basic Hours Obligations

a. General On-Site Obligation

(1) Teachers

- (a) All full-time employees, excluding employees assigned to the Early Education and Extended Learning Programs and the College View School, shall be present at their assigned school or work location at least fifteen (15) minutes before the time prescribed for the opening of school. Except as provided in Section 3 of this Article, and except as provided below in Section 2 a (2), the on-site work day shall be seven hours (7) and fifteen (15) minutes, including but not limited to: a minimum of thirty (30) minutes of duty-free lunch, excluding passing periods; recess or snacks, breaks between periods; supervision periods; preparation/conference periods; and at least ten (10) minutes following the close of the final student instructional period.

Lunch periods in elementary schools shall be not less than forty (40) minutes and the student day shall be adjusted accordingly.

- (b) Minor additional adjustments in instructional minutes may be made in order to meet reasonable operational needs (e.g., minimizing the number of different bell schedules at a school).

(2) Speech/Language/Hearing Specialists, Orientation/Mobility, Nurses, Teachers-Work Experience, Counselors

- (a) The normal professional workday for all Speech/-Language/Hearing Specialists, Orientation/Mobility, Nurses and Teachers-Work Experience shall be seven (7) hours and thirty (30) minutes, except for counselors, whose normal professional work day shall be eight (8) hours. These hours shall include, but not, be limited to: lunch; recess; and breaks.

The minimum on-site work day for counselors shall be eight (8) hours exclusive of lunch break. They are also required to cover extended day activities relating to (i) the college/career day event, and (ii) on an as-needed basis, pre-registration/program distribution activities, in addition to the duties of Article 7, Section 3.

- (b) The normal work day shall begin between the hours of 7:00 a.m. and 9:00 a.m., and employees shall be present at their assigned school or work location fifteen (15) minutes before the time prescribed for the opening of school or their assigned duty time.
- (c) The beginning and ending of an employee's normal work day is subject to change at individual schools or special occasions, as scheduled by the immediate site supervisor.

b. Local School Variations

- (1) At the elementary level each individual school faculty shall annually by a majority vote, decide the beginning and ending time of the employees' basic on-site work day, provided that such standard times shall meet all constraints set forth in Section 2 a above.

It is expected that most teachers will on most work days observe the standard on-site work day. However, teachers may work a different seven (7) hour, fifteen (15) minute on-site work day providing that they arrive no later than fifteen (15) minutes before their first instructional period (or on-site preparation/conference time), and depart no earlier than ten (10) minutes following the close of their last instructional period (or preparation/conference time). Such teachers shall record actual arrival and departure times on the sign-in roster (see Section 2 d below).

- (2) At secondary schools which are on a six-period day, the standards of Section 2 (a) above are applicable, except that by consensus the teachers' reporting time may be ten (10) minutes before the time prescribed for the opening of school, as part of an approved local plan to reorganize the standard on-site work day.

The District may adopt staggered starting times at secondary schools in order to accommodate a seven or eight period instructional schedule. In making assignments for these staggered starting times, the District shall first solicit volunteers. The District shall give reasonable consideration

to the preferences of teachers. If the staggered schedule assignment creates a significant personal or economic hardship to a teacher, then the District shall not assign that teacher to a staggered starting schedule. Notwithstanding the above, no teacher shall be assigned non-consecutive instructional (including preparation) periods, without the consent of both the teacher and the Association. In the event that the additional periods result in an appreciable number of students enrolling in more than six periods, then the District shall increase the staffing allocation accordingly, pursuant to Article 11 - Class Size.

- c. Employees assigned to 40 percent or less time are subject to the provisions of this Article with the exception that such employees shall arrive at least fifteen (15) minutes before their first class and shall remain at least fifteen (15) minutes after their last class. Employees with a 60 or 80 percent assignment shall arrive at least ten (10) minutes before their first class or preparation/conference period, teach their assignment plus complete an assigned preparation/conference period, and remain at least ten minutes after their last class or preparation/conference period.

- d. Sign-In, Sign-Out

Except as provided in Section 2 b, each employee shall personally initial on a District sign-in roster located in the office of the assigned school or work location each day, indicating that he/she is available for the start of the assigned school day by initialing in the appropriate space for the day, and has completed the assigned day by initialing in the appropriate space at the conclusion of the required day.

- e. Early Education and Extended Learning Programs Teachers

Work Year and Work Schedules: Consistent with other employees, Early Education and Extended Learning Programs employees will work a positive work year with the number of days either 186 or 225. Members who work twelve (12) months shall turn in a 225 day positive work year calendar to their supervisor no later than forty-five (45) calendar days prior to the last day of the TK – 12 grade school year for approval. Supervisors shall not look at requests until 45 days prior to the last day of the TK – 12 grade school year to make schedules based on the needs of the program. Members who did not receive their first request for non-work days shall receive priority the following school year over those who received their first request priority in the current school year. Denial of non-work days shall not be made in an arbitrary or capricious manner. The annual schedule of work days for each employee, and also of daily work schedules and locations, will be assigned prior to the beginning of the work year, after offering employees the opportunity to request their individual preferences and taking under consideration such preferences along with the operational needs of the program.

The schedule of non-work days for any employee may also be changed from time to time at the employee's request, subject to school needs. Changes to such schedules and locations also may be made by the District from time to time, either on a temporary or ongoing basis, in order to adjust to events such as enrollment changes, promotions, resignations, and absences. In the event that

such changes are deemed necessary, the District shall explain the reasons to the affected employees when advising them of the changes.

Schedule changes may also be requested during the work year by an employee to the Program Director, in order to accommodate the employee's continuing education needs; such changes typically involve voluntarily exchanging work schedules with another employee for a period of time. The Director shall give good faith consideration to such requests, and shall explain the reasons if the request is denied.

If an employee objects to any of the above scheduling decisions, and requests reasons in writing, the responsible Supervisor shall provide a written explanation. In addition, the employee shall, upon request, have the right (1) to meet with the Program Director to review the decision, and (2) to obtain final review of the decision by the Assistant Superintendent, Educational Services.

Employees assigned to the Early Education and Extended Learning Programs shall work the following hours:

- (1) Pre-School - Regular full-time employees shall work eight hours including pupil (duty) free time. Less than full-time employees shall work the hours specified in the employee's contract.
- (2) School Age - A regular full-time employee working a divided assignment during the regular school year, as determined by the individual school site schedule, shall work seven (7) hours and thirty (30) minutes, including pupil (duty) free time. During the days when school is not in regular session and the Center is open, employees shall work eight (8) hours including pupil (duty) free time. Less than full-time employees shall work the hours specified in the employee's contract.
- (3) Regular full-time employees shall receive two fifteen (15) minute duty-free breaks, a thirty (30) minute duty-free meal period, and a thirty (30) minute duty-free preparation time during the work day except in an emergency situation.
- (4) There shall be at least two adults on Early Education and Extended Learning Programs sites at the opening hour and the closing hour, except in an emergency situation.
- (5) The District shall provide substitutes whenever appropriate (based upon student attendance and required State ratios) for absent Early Education and Extended Learning Program employees. The Program Director shall assign a Supervisor to receive all reports of absence, and to handle all arrangements for substitutes. To request a substitute under 24 hours, the absent teacher shall contact EEELP's designated on-call phone number or if absence is beyond 24 hours contact the designated online substitute assignment program (currently www.aesoonline.com).
- (6) Early Education and Extended Learning (EEELP) Faculty Meetings

All Early Education and Extended Learning Program members may be required to attend no more than five (5) general purpose Faculty/Department meetings called by the program administrator. In addition, all Extended Learning Program members may be required to

attend no more than one (1) special purpose meeting called by either a District or program administrator for the purpose of fulfilling a state required training or licensing requirement. All meetings called under this section will last no longer than 90 minutes, and they will be held in a central location in order to allow all Extended Learning Program teachers to attend. The District will make a reasonable effort to utilize written memoranda in lieu of meetings (i.e. email), to avoid unnecessarily lengthy meetings, and to provide at least three days advance notice specifying the purpose(s) for each meeting. Meetings held in excess of the above-described parameters shall be entirely voluntary. At the beginning of the school year, the program administrator shall announce the usual day, starting time, and estimated ending time for all meetings, after consultation with the faculty. Unit members working half time or less will be required to attend no more than three (3) general purpose Faculty/Department meetings, and no more than one (1) special purpose faculty meeting.

f. Exceptions for Emergencies

It is understood that a site administrator may at his/her own discretion in an emergency situation (as defined in Section 1 a above), release any individual unit member from his/her normal site obligation. Such emergency releases shall not exceed two (2) hours or two periods of the required work day, and shall not be deducted from personal necessity time. Employees who are released under provisions of this section shall have an obligation to make up the time without compensation, by filling in for another employee under similar conditions at the request of the site administrator. Such make up for emergency release will be in addition to that which may be required under the provisions of Section 6 of this Article.

g. Exception for Smog Alert Days

On days when the Southern California Air Quality Maintenance District (AQMD) notifies the District Administration of a smog alert within zone 7 or zone 8 of the Glendale Unified School District, unit members may leave their work assignment ten (10) minutes after dismissal of their last regular student assignment. This exception of the normal working hours will be in effect only on days when the individual school principal or his/her designee has been notified by the District office of the official AQMD designated smog alert in the appropriate zone.

h. Special Schedule

On days when the outside temperature exceeds ninety-five degrees at noon at the District Administration Center, the District office shall so notify the schools. Unit members may then depart the site ten (10) minutes after dismissal of their last regular student assignment or on-site preparation time. However, such early release shall not apply to those who have assigned after-school supervision responsibilities, or if there is a scheduled faculty meeting in an air-conditioned facility.

Section 3. Additional Hours

In addition to the required hours specified in Section 2 of this Article, employees are expected to continue to perform other reasonable duties. Such duties include but are not limited to planning, and selecting and preparing materials for classroom instruction; reviewing and evaluating work of pupils; conferring with pupils, parents, staff and administrators; providing and supervising any necessary weekly make-up period; keep records of student progress and other pupil records; supervising pupils and activities; and attending District, faculty, departmental and grade level meetings. (See Section 4, below.) Supervising and providing leadership of pupil organizations and clubs may be assigned with the employee's consent. In the event of unusual school needs, the site administrator may reasonably assign additional duties. Participation in and attendance at Back-to-School-Night (fall) and Open House activities (spring) are required. On such workdays the employees may leave the campus not less than 10 minutes following the close of the final student instructional period, and return prior to commencement of the evening's events. EEELP Back-to-School-Night and Open House shall take place during unit members' regular contractual hours. In cases where employees have multiple assignments, the specific assignments for the employees will be determined by the immediate supervisor.

Section 4. Faculty Meetings

All unit members may be required to attend no more than ten on-site general purpose faculty meetings called by the site administrator. In addition, all unit members may be required to attend no more than five special purpose District or on-site meetings called by either a District or site administrator, or by other staff members with approval of the site administrator. The District will make a reasonable effort to utilize written memoranda in lieu of meetings when appropriate, to avoid unnecessarily lengthy meetings, and to provide at least three days advance notice specifying purpose(s) for the meeting. Meetings in excess of the above described meetings shall either be called only in emergencies (as defined in Section 1 a above) or shall be entirely voluntary. At the beginning of the school year, the site administrator shall announce the usual day, starting time, and estimated ending time for faculty meetings, after consultation with the faculty. Unit members working half time or less will be required to attend no more than five general purpose faculty meetings, and no more than three special purpose faculty meetings.

Section 5. Preparation Periods

- a. Regular full-time secondary teachers shall be provided duty-free preparation/conference time equivalent to 1/5 of their regular assigned classroom instruction time, measured either on a daily or on a bi-weekly basis depending on the school schedule. Any plan that involves a preparation period on a non-daily basis shall comply with the above preparation period obligations, shall have been developed in compliance with Article 19, Section 2, and approved by the faculty pursuant to Article 19, Section 1. However, the Article 19 requirements do not apply to non-daily preparation schedules (which comply with the above 1/5 requirement) in the case of (i) newly opened school sites and other newly created school programs (for example, school within a school) so long as the schedule is described in the position application materials, or (ii) schedules for standardized testing or final exams.

Attendance at faculty meetings during preparation/conference time shall be voluntary.

Regarding secondary librarians, the site administrator or designee shall meet with the librarian in a reasonable effort, by scheduling, to provide a non-instructional daily period for preparation work which need not be at the same time each day.

- b. Regular full-time elementary classroom teachers shall be provided duty-free preparation/conference time totaling not less than twenty-five minutes per day, subject only to required meetings (as provided in Section 4 above).
- c. An employee may leave the work site during the preparation/conference period on school-related business only, and must notify the office prior to leaving.
- d. Regular full-time secondary teachers shall normally be assigned no more than three (3) different course preparations per semester. Each different course title or number shall constitute a separate preparation. An exception shall be made when multiple courses are assigned within the same class. If it appears that due to exceptional circumstances it may be necessary for an administrator to assign more than three different course preparations per semester within the normal five-period teaching day, prior to making the final decision, the administrator shall meet with the teacher, explain the circumstances, and consider in good faith any alternatives suggested by the teacher.
- e. Duty-free preparation/conference time for all regular full-time classroom teachers in grades 4, 5, and 6 of one hundred twenty (120) minutes per week (within the student instruction day) shall be implemented, effective no later than Monday of the second full week of the school year. For full-time classroom teachers of grades 1 - 3, the interval between the student dismissal time (or starting time) for grades 1 - 3 and grades 4 - 6 shall be designated as duty-free preparation/conference time. This time shall be at least twenty (20) consecutive minutes, unless an individual school develops a plan which provides for non-consecutive time. In that case, the school plan is subject to approval by the vote of the faculty. (This approval procedure shall be superseded by future site-based management processes, when applicable.) Attendance at faculty meetings during these preparation/conference times shall be voluntary.
- f. Preparation/conference time is reduced on special schedule days. See Section 9, below.
- g. In secondary schools, when special events of extended duration (e.g., assemblies or disaster drills of a protracted nature) are planned during the normal instructional time, teachers whose preparation time is thereby lost or reduced shall be compensated at their regular hourly rates for the time in question; however, if the bell schedule for that day is revised so as to equalize the loss of instructional and planning time among the various periods and teachers, there shall be no additional compensation. Also, neither the additional compensation nor the equalized schedules shall be applicable to unplanned interruptions or emergencies, or to planned interruptions of brief duration (e.g., fire drills).
- h. A maximum of nine (9) days of substitute time per year, (pro-rated for less than full-time or full year) shall be allocated to each elementary Specialized Academic Instruction (SAI) Self-Contained teacher as determined by the teacher and school principal, as needed for the duties described in the paragraph below, with the understanding that some employees may not be able to justify the full nine-day allotment due to their relatively low student loads and/or their relatively non-complex IEP duties. This allotment is inclusive of the two days previously allotted by the Special Education Department. Unused released time does not carry over to future semesters.

Such release time shall be used for duties relating to assessments, reports, plans, meetings, and any other additional duties associated with IEP's assigned to the employee. Employees on such release time shall remain on site, actively performing such duties. The release time shall be allotted on a full-day basis, to provide a full-day substitute for the employee, but the resulting release time and substitute services may be used cooperatively among the special education team at the site.

Any request for such release time shall be submitted to the site administrator and the Director of Special Education at least one week before the proposed usage. Any release time requested and granted may be scheduled by the District to meet school or program needs, including substitute availability concerns.

- i. If an employee misses his or her assigned preparation period due to absence, attendance at staff development, or any other reason other than those described in paragraphs f and g above or Section 6 below, there shall be no additional or rescheduled preparation time or additional compensation granted relating to the missed preparation period.
- j. A maximum of nine (9) pupil-free days shall be allocated to each elementary Specialized Academic Instruction SAI Core teacher as determined by the teacher and school principal, as needed for the duties described in the paragraph below, with the understanding that some employees may not be able to justify the full nine-day allotment due to their relatively low student loads and/or their relatively non-complex IEP duties. This allotment is inclusive of the two days previously allotted by the Special Education Department. Unused released time does not carry over to future semesters.

Such release time shall be used for duties relating to assessments, reports, plans, meetings, and any other additional duties associated with IEP's assigned to the employee. Employees on such release time shall remain on site, actively performing such duties. The release time shall be allotted on a full-day basis, to provide a full-day substitute for the employee, but the resulting release time and substitute services may be used cooperatively among the special education team at the site.

Any request for such release time shall be submitted to the site administrator and the Director of Special Education at least one week before the proposed usage. Any release time requested and granted may be scheduled by the District to meet school or program needs, including substitute availability concerns.

- k. Parent conferences at elementary schools shall be conducted upon request by the teacher and/or parent during the designated daily conference/preparation period, or before or after the instructional day or on-site work day at a mutually agreeable time.
- l. Uninterrupted preparation time of thirty (30) minutes per day shall be provided for counselors and nurses, at a time when students are in class.
- m. Office time of two (2) one-half days per week shall be provided for Speech/Language/Hearing specialists, such time to be scheduled by the immediate supervisor. The time is to be used for testing, office duties and duties to comply with PL 94-142.

- n. Secondary Special Education teachers in addition to the assigned preparation period specified in Section 5 a, the District shall provide up to five (5) full days per semester of released time from regular class duties, for each full-time secondary Special Education employee (pro-rated for less than full-time or full year), as needed for the duties described in the paragraph below, with the understanding that some employees may not be able to justify the full five-day allotment due to their relatively low student loads and/or their relatively non-complex IEP duties. This allotment is inclusive of the two days previously allotted by the Special Education Department. Unused released time does not carry over to future semesters.

Such released time shall be used for duties relating to the reports, plans, meetings and related duties associated with IEP's assigned to the employee. Employees on such released time shall remain on site, actively performing such duties. The released time shall be allotted on a full-day basis, to provide a full-day substitute for the employee, but the resulting released time and substitute services may be used cooperatively among the special education team at the site.

Any request for such released time shall be submitted to the site administrator and the Director of Special Education at least one week before the proposed usage. Any released time requested and granted may be scheduled by the District to meet school or program needs, including substitute availability concerns.

Section 6. Class Coverage

- a. If a teacher at either the elementary or secondary level is directed by a site administrator to cover another teacher's assignment in the absence of the regularly assigned teacher, the following shall apply:
 - (1) In an emergency situation (as defined in Section 1 a above) a teacher shall cover up to two periods (hours-elementary) per year without pay. For assigned emergency coverage in excess of these two periods (hours-elementary), the teacher shall be compensated at his/her regular hourly rate of pay.
 - (2) In a non-emergency situation (as defined in Section 1 b above) the site administrator may request a teacher to volunteer to cover another teacher's class assignment. The first such assignments shall be without pay; thereafter, such assignments shall be compensated at the teacher's regular hourly rate.
- b. Temporary Class Combinations: If, despite its good faith efforts, the District is unable to provide either a substitute teacher or class coverage, and it therefore becomes necessary for one or more teachers to combine classes for at least one hour or class period or major portion thereof, the affected teacher(s) shall be compensated at his/her regular hourly rate of pay, pro-rated if more than one teacher is assisting in the temporary class combination. If the same situation re-occurs within any school year, temporary class combinations are to be distributed equitably among available faculty members at the appropriate grade level/subject.

- c. While there is no contractual obligation to use non-bargaining unit staff for the above class coverage, site administrators will, upon request, advise a unit member (or the GTA on behalf of a unit member) as to what steps were taken to secure coverage of a particular assignment by non-unit members prior to assigning the unit member.

Section 7. Relief Breaks

On all days including days when students are restricted to the building due to adverse weather conditions, all elementary teachers shall be provided a relief break, on an equitable basis. While it is the responsibility of the site administrator to assure that such breaks are provided, individual faculties are encouraged to work cooperatively to develop plans for providing these breaks.

Except as otherwise provided in this paragraph, secondary teachers and other unit members assigned to secondary sites shall be entitled to one duty-free fifteen (15) minute relief period each day. When supervision of students is needed during this relief period, unit members may volunteer for such assignment or the assignment may be made on an equitable basis. The site administrator may increase, reduce, or eliminate this relief period in case of emergency or unusual school needs.

Section 8. Extra Instructional Period

The normal classroom assignment for middle and senior high school employees, within the minimum hours of employment and specific in this Article, shall consist of five instructional periods and one preparation/conference period. When a need is deemed to exist by the middle or senior high site administrator for an employee to have six instructional periods and one preparation period, and such need is approved by the District, the employee may be given the opportunity to volunteer for the additional assignment. Such employees shall be paid at their hourly rate of pay, as defined in Section 1 c above.

a. Exceptions:

- (1) When the District deems a need to exist within the District for an employee to serve in an extra-curricular function, as specified in Appendix "E" of this Agreement, that begins during the normal student instructional day, the employee may utilize his/her preparation/-conference period for the duration of that specific assignment, provided said preparation/conference period is the final period of his/her regular assignment.
- (2) When a secondary site administrator deems it advisable and practicable, and by two-thirds majority agreement of all members of a department to absorb students from one period of a department chairperson's schedule into their normal assigned class load, the chairperson shall be provided an additional daily non-instructional period replacing one regular class assignment.

Section 9. Minimum Days, Modified Days, and Non-Student Attendance Days

- a. Minimum student attendance days will be scheduled at each school on those days when employees are required to return to school for Back-to-School or Open House. On such workdays the employees may leave the campus not less than 10 minutes following the close of the final student instructional period, and return prior to commencement of the evening's events.

- b. When the normal daily schedule is modified at the secondary school level, preparation time shall be modified accordingly. On District-wide minimum instructional days, employees' additional preparation time shall begin no later than 1:30 p.m.
- c. At least one-half of the non-student attendance day on the final day for the first semester at the secondary schools level shall be used for preparation and conferencing; up to one-half of that day may be used for voluntary in-service programs. Working hours on days of non-student attendance days shall be the same as on regular work days.
- d. On minimum days, the student contact time for Kindergarten teachers shall be no greater than that of teachers of grades 1 - 6.
- e. Where facilities permit, on days scheduled for Back-to-School Night and Open House, AM and PM special education preschool classes may be taught simultaneously during all or part of the AM session in order to leave sufficient time for preparation.
- f. Each school will be provided the opportunity to schedule one additional non-student staff development day during the school year. This staff development day is part of the District's participation in the State's School-Based Program Coordination Act, as established in Assembly Bill 777.
- g. The first two (2) days of the teacher work year at traditional schools shall be comprised of an Institute Day (non-student) and District Staff Development Day (non-student). In the event of the need for flexibility, District Staff Development activities will not exceed two (2) one-half days, with the remaining two (2) one-half days designated as Institute Day. School-directed activities and meetings on Institute Days shall not exceed one-half of the work day (435 minutes, minus the lunch time, divided by 2 = approximately 200 minutes). The other half shall be used for preparation time.
- h. Kindergarten teachers will continue parent conferences for the first reporting period. Conferences will be held with all parents as established by the individual school between the 40th and the 70th school day of the year. During this period, Kindergarten teachers will have the normal cooperative teaching requirement suspended.
- i. Teachers of combination K-1 classes will continue parent conferences with all Kindergarten parents for the first reporting period. Time will be allocated for individual teachers during the instruction day, on an as-needed basis, with parent conferences to be scheduled for twenty (20) minutes each. The conferences will be held as established by the individual school between the 40th and the 70th school day of the year. The method for providing the necessary conference time will be determined by the school principal and the District, but shall not require class coverage by other regularly assigned teachers in the school.
- j. When extended work hours beyond their contractual day are added for non-Head Teacher Early Education and Extended Learning Program employees under this section, the additional time shall be paid at the regular teacher hourly rate of pay. Head Teachers required to work hours beyond their contractual day must provide supervision of students and notification to Program Supervisor. Head Teachers

must notify the Program Supervisor at 6:00 p.m. and remain in the supervisory role until the Program Supervisor or the parent/guardian arrives. The additional time shall be paid at the regular teacher hourly rate of pay. Only one EEELP employee may work extended hours beyond their contractual day per site per incident unless approved by the Program Supervisor.

Section 10. Continuing Education

The District and Association strongly reaffirm their commitment to continuing teacher education, particularly through in-service training and staff development programs. The parties believe that all employees need to update their skills by such efforts, and agree that the extent of such participation may be a subject for the performance evaluation process.

As to required District workshops not covered by Section 4 of this Article, the parties believe that schedule options should be provided by the District, when practical. Such options may include released time during the work day, and either salary credit or pay at the current day-to-day substitute rate for non-work days or times outside the regular assigned hours of employment.

Section 11. Work Year Calendar

- a. The work year for employees in the Early Education and Extended Learning Programs shall be as provided in Appendix "G" and "H" of this Agreement.

The parties agree to continuously have 2-year calendars posted which will necessitate the creation of one new calendar a year to be negotiated no later than February of every year. A third year calendar will also be posted for review as a draft.

In respect to the impact of the Early Start Calendar, the District will maintain the current classroom temperature parameters that are being used from August through June. If issues arise, it is the intent of the District and the Association to meet to resolve said issues.

- b. The Spring Recess in all schools (K-12) following the Traditional academic calendar shall fall at the end of the third quarter of the secondary school calendar.
- c. If the District determines a special need exists at an individual secondary school during July and August, additional counseling hours may be established by the District and assigned by mutual consent between the counselor and the site administrator.
- d. The work year for counselors shall be provided in Appendix "S" - Work Year, of this Agreement. A counselor and the site administrator, by mutual consent, may agree (i) to exchange up to five (5) work days as designated in Appendix "S" with an equal number of non-designated work days during the same fiscal year, and/or (ii) to add additional days of service. For days in addition to the regular work year the pay rate is \$250 per day.
- e. The District will observe the requirements of its energy policies in consideration of the well-being of students and staff starting school during warm summer weather conditions.

Section 12. Itinerant Teachers

A reasonable amount of travel time between sites shall be scheduled for those teachers whose assignment requires them to be at more than one site, taking into account road distance between the sites, road/traffic conditions, and parking difficulties. The administrator(s) shall consult with the affected teacher(s) prior to determining such travel schedule.

Section 13. Teacher Specialists

- a. The minimum on-site obligation for Teacher Specialists shall be eight (8) hours a day, inclusive of lunch and breaks. On-site duties regularly assigned beyond those limitations (e.g., to remain on site every day beyond minimum on-site hours to perform after-school supervision) shall be subject to additional compensation, unless disclosed in advance as part of the funded design and plan for the position.
- b. Generally, an employee whose full-time position is that of Teacher Specialist shall not be assigned to classroom teaching responsibility on an ongoing or long-term substitute basis, unless the position has been budgeted and/or described in advance (prior to the classroom assignment) as including such regular classroom teaching responsibilities. All Teacher Specialists may, however, be assigned to substitute in the classroom, on the same basis as other teachers, for purposes of Class Coverage under Section 6 above.
- c. Each school site and/or program will be required to make a commitment for the school year for the work of the teacher specialist based on budgetary requirements or restrictions and the needs of the program. Such commitments shall be made by March 15th of the prior school year, subject to later revision if necessary. The work year option for a teacher specialist could include any of the following:

- Option 1 the current teacher work year of 186 days
- Option 2 a work year of 205 days
- Option 3 a work year of 225 days

The site administrator shall consult with and give consideration to the views of the teacher specialist prior to selecting the option. The basic assignment shall be Option 1, unless the site administrator determines for a given year to assign Option 2 or 3. Such annual assignments shall be subject to reconsideration and revision from year to year; no teacher specialist shall be deemed to have gained a right to continuity in any of the above work year options. Such decisions are not considered reassignments within the meaning of Article 9. By selecting a given option, the school sites or departments would be committed to that option for that year, unless there is a later mutual agreement to change that commitment. For purposes of calculating annual salary, all such days in excess of 186 shall be paid at the employee's daily rate. These additional days would be reported as part of the annual work year for STRS purposes. No further additional days shall be anticipated but if deemed necessary, shall be paid at the employee's daily rate to cover the duties assigned to the teacher specialist.

Section 14. Kindergarten Teachers

When assigning Kindergarten teachers for part of the work day, first consideration shall be given to assigning them to assist their "partnered" Kindergarten teacher; before assigning such an employee to

assist at another grade level, the administrator shall confer with the employee concerning the reasons for such an assignment.

Section 15. Online Courses

Unless otherwise noted in this Section, all Articles of the CBA apply to online course teachers.

a. Training

Training and technology for teaching online courses shall be offered to all teachers annually on a voluntary basis. Any cost for training and technology will be at District expense.

b. Online Course Assignment

- (1) Notices of online course offerings will be distributed to all teachers at the site where the course is being offered within ten (10) days of the determination of the course offering.
- (2) The criteria for considering all online assignments shall be in accordance with Article 9, Section 2 (a).
- (3) No unit member may be involuntarily transferred to an online program.

c. Number of Courses

No teacher at a comprehensive (brick and mortar) school shall teach more than three (3) online courses each semester/trimester unless there is an insufficient number of qualified teachers who express interest.

- (1) At a comprehensive (brick and mortar) elementary school, every attempt will be made to keep elementary online classes to one grade level.
- (2) Every online course shall have a different title or number than its non-online equivalent course.

d. Hours of Employment

Article 7, Section 2. A.(1)(a), shall apply to all teachers who teach an online course.

e. Intellectual Property

- (1) A GUSD teacher shall be paid at the teacher's regular curriculum development and writing rate of pay or be given sufficient release time for online course curriculum design development preapproved in writing by the Assistant Superintendent, Educational Services.
- (2) Online course curriculum developed by a GUSD teacher on their own time without compensation or District release time shall remain the intellectual property of said teacher.

f. Other Provisions

- (1) If GUSD wishes to open a “Virtual School” both GTA and GUSD agree to come back to the table to negotiate any negotiable effects related to the creation and operation of a “Virtual School”.
- (2) All online teachers will be GTA unit members. All online teachers will be subject to the General On-Site Obligation set forth in Article 7 in the Collective Bargaining Agreement.
- (3) This agreement only covers online courses located on all GUSD campuses and property.

ARTICLE 8 – EVALUATION PROCEDURES

Section 1. General

Employees shall be evaluated by the principal or designee. The evaluator or evaluatee may request the assistance of another administrator in the evaluation process. Employees in special programs not directly under the supervision of the principal shall be evaluated by the appropriate program administrator. The principal shall retain ultimate responsibility for the final evaluation, even if a designee otherwise served as the evaluator.

Section 2. General Procedures of Evaluation

- a. The Summary Evaluation shall be prepared and submitted at least annually for probationary and temporary employees and biennially for permanent employees, except as provided below. An employee in the first year of permanent status, the first year at a site, and/or the first year in a new position/assignment, may be evaluated upon the request of the evaluator or the evaluatee. For permanent employees utilizing the Portfolio or Partner Option (see below), the Summary Evaluation (See Appendix T-1) shall be prepared and submitted triennially. Permanent employees receiving an overall evaluation of "Does Not Meet Standards" shall be re-evaluated the following year unless terminated or improved to "meet standards."

The evaluation process may be conducted as infrequently as once in a five-year period, in the case of a permanent employee who has been actively employed by the District (excluding leaves of one semester or longer) for at least ten years, whose previous evaluation was rated as meeting standards, and is deemed highly qualified under 20 U.S.C. section 7801. Any such arrangement for a less-frequent evaluation shall be by joint discretionary consent of the evaluator and the evaluatee, and such consent may be withdrawn by either party for any reason at any time, by written notice to that effect. However, consent or withdrawal of consent by the employee's evaluator shall not be made in an arbitrary or capricious manner. Upon written request within ten (10) days of written notice to the employee of the evaluator's refusal to consent or to withdraw the consent, the evaluator shall provide the employee a written statement of reason(s) for such refusal or withdrawal of consent. This extended evaluation schedule is available only for those on administrative evaluation, and not for those on the Portfolio or Partner Option.

- b. The Plan for Professional Growth (See Appendix T-2) shall be completed by all certificated employees only during their evaluation years. All employees shall also participate annually in the development of a single, joint grade level or a single, joint department level goal using the Plan for Professional Growth (Parts I and II). The development of this group goal shall take place during regularly scheduled faculty or special purpose meetings. All EEELP teachers shall participate annually in the development of a department level Plan for Professional Growth, (Parts I and II), based on the EEELP Curriculum, DRDP, Foundations and Frameworks, ECERS, SACERS, or Common Core State Standards depending on their assignment for that year, and state mandates.

- c. The Plan for Professional Growth (Part I) shall be subject to approval or modification by the evaluator. The evaluator will utilize the Plan for Professional Growth (Part I and II), observations, visitations, written reports, conferences, self-assessments, and job-related data as verified by the evaluator to complete the Summary Evaluation. Job related data to be used shall be mutually agreed upon by the evaluator and evaluatee.
- d. If the evaluatee disagrees with the determination of the evaluator regarding the Plan for Professional Growth, the evaluatee shall advise in writing either the Deputy Superintendent, or Assistant Superintendent, of the disagreement and the reasons therefore. The Deputy Superintendent or the Assistant Superintendent, will then confer with the evaluatee and the evaluator and make a final determination. The evaluatee may attach to the final determination a statement of disagreement, and such statement, if attached, will remain a part of the evaluation record.
- e. For employees participating in the Administrative Option, there shall be at least two formal observations (See Appendix T-3) and periodic informal observations (See Appendix T-4). Notice of a formal observation shall be given no later than three (3) work days prior to the observation. In the case of probationary or temporary employees, the observations shall be followed by a conference not later than five (5) instructional days after the observation. In the case of permanent employees, such conference shall be held upon request of either the evaluator or evaluatee.
 - (1) When deemed necessary by the evaluator or evaluatee, one or more follow-up conferences shall be held to commend the employee for areas of strength or to provide assistance in correcting deficiencies.
 - (2) Whenever in the opinion of the evaluator, an employee is not meeting either the District's Standards for Educators (See Appendix T-5) or the Plan for Professional Growth in either the evaluation or non-evaluation year, the evaluator shall so notify the employee in writing. Such notice shall include an Improvement Plan, (See Appendix T-6) in which the evaluator will identify the area(s) of concern, make specific recommendations for improvement, outline the assistance to be provided, schedule follow-up meetings to monitor the employee's progress, and establish a reasonable date for achieving the specified improvement. The evaluator shall confer with the employee regarding the area(s) of concern and, provide reasonable assistance and counseling. Examples of such assistance may include, but are not limited to released time to observe other teachers; release time for other teachers to observe, counsel, and assist the evaluatee; supplemental observations and evaluations by the evaluator and/or another administrator; and participation in designated professional development activities.
- f. Employees participating in the Portfolio Option (an alternative evaluation model involving a collection of work samples focusing upon a particular area of concentration) shall be permanent employees, with five years of service in the District, whose performance on the Summary Evaluation "Meets Standards" for each of the immediate preceding five years. Participation in this option is to be initiated by the employee, in his or her discretion, and is subject to the

discretionary approval of the principal. However, denial or withdrawal of such approval shall not be made in an arbitrary or capricious manner, and upon request the evaluator shall provide the employee with a written statement of reason(s) for denial or withdrawal of such consent. There shall be periodic informal observations and conferences to discuss progress of the portfolio. The evaluatee shall submit the portfolio five days before the scheduled summary evaluation meeting.

- g. Employees participating in the Partner Option (an alternative evaluation model, involving a joint coordinated effort by two employees in similar positions) shall be permanent employees, with five years of service in the District, whose performance on the Summary Evaluation "Meets Standards" for each of the immediate preceding five years. Participation in this option is to be initiated by the employee, in his or her discretion, and is subject to the discretionary approval of the principal. However, denial or withdrawal of such approval shall not be made in an arbitrary or capricious manner, and upon request the evaluator shall provide the employee with a written statement of reason(s) for denial or withdrawal of such consent.

There shall be two reciprocal observations by each partner with a pre- and post-conference for each observation. There shall be periodic informal observations of each partner by the administrator. The partner evaluatees and the evaluator shall review all observation and conference notes prior to completing the Summary Evaluation. Such notes do not become part of the employee's personnel file unless such information from the notes is incorporated into the Summary Evaluation.

- h. The Summary Evaluation shall evaluate competency on a two-level scale ("Meets Standards" or "Does Not Meet Standards"), shall include a description of commendations as well as recommendations for continued professional growth and development, and shall be filed in the Human Resources Office. The Summary Evaluation will be given to and reviewed with the evaluatee at the final evaluation conference. The evaluatee may collaborate with the evaluator in the development of the Summary Evaluation.
- i. An employee shall not be evaluated on the overall assessment as "Does Not Meet Standards" unless the employee has previously been afforded the notice and remediation procedures of subsection e (2) above, and the evaluator has completed (and made a reasonable effort to deliver) the Summary Evaluation thirty (30) calendar days prior to the evaluatee's last day of contract service for the school year.
- j. When the final Summary Evaluation is prepared, the evaluatee shall have the right to append a written statement concerning his/her view on the evaluation. The statement shall become a permanent attachment to the Summary Evaluation. Upon request of either the evaluatee or evaluator, other documents used in the evaluation process will be attached to the Summary Evaluation in the employee's personnel file. An evaluatee who disagrees with the final evaluation may refer the matter to District administration for a final decision using the procedure described in Section 2 d above.

- k. Evaluation of the employee's performance shall not be predicated upon non-school-related personal activities which do not affect the employee's job performance or effectiveness as an employee.
- l. No final negative Summary Evaluation shall be based upon the employee's use of "controversial" teaching materials, so long as the use of such material is consistent with the District's policies regarding curriculum and controversial issues which are in effect at the time in question, and so long as the use of such material is consistent with the age and maturity of the affected students.

Section 3. Forms

Appropriate forms for the collection of data pertaining to the procedures specified herein shall be provided by the district for employees within the unit. The Association shall have the right to consult with the district on modifications to forms used in the evaluation procedure.

Section 4. Timeline – all Certificated members shall follow this evaluation timeline. EEELP Certificated members shall follow the same timeline as the elementary schools.

A calendar identifying the procedures for the implementation of the evaluation program follows:

No later than:

- | | | |
|----|---|--|
| a. | the twentieth (20 th) day of the employee's contract service year | The evaluator or designee will review and discuss with all employees the Evaluation Options for Certificated Employees and timeline pertinent to evaluation process. |
| b. | the thirtieth (30 th) day of the employee's contract service year | The employee will prepare and submit the Plan for Professional Growth, Part I, for review. |
| c. | the fiftieth (50 th) day of the employee's contract service year | The employee and evaluator will confer and complete the Plan for Professional Growth, Part I. |
| d. | The one hundred fortieth (140 th) day of the employee's contract service year | The employee will submit the completed Plan for Professional Growth, Part I and II, to the evaluator. |
| e. | The one hundred fifty-fifth (155 th) day of the employee's contract service year. | The Evaluator will complete the Summary Evaluation and hold a summary conference with the employee. |

Section 5. Personnel Files

- a. There shall be only one personnel file for each employee and it shall be maintained at the District office. Materials maintained by the immediate administrator are not deemed part of the official personnel file.
- b. Materials in the employee's personnel file shall be made available for the employee's review upon request by appointment. Exempt from review are those materials so designated by law.

Section 6. Complaints

- a. With regard to any complaint or information of a negative nature concerning an employee received by the District from anyone other than the employee's site administrator(s) or designated evaluator(s), the District shall substantiate the facts underlying such complaint before proceeding through the remainder of the steps outlined below. The District shall not place such information in the employee's personnel file, or base a negative evaluation upon the complaint alone, unless the following procedures have been followed (not necessarily in chronological order):
 - (1) The material must indicate the identity of the complaining party.
 - (2) The employee shall be advised of the information or material as promptly as reasonably possible under the circumstances.
 - (3) The District shall make every effort to ensure that the complaining party discusses the matter with the employee.
 - (4) If the complaining party is not satisfied, every attempt shall be made to arrange a meeting between the complaining party, the employee and the site administrator, in an effort to resolve the problem amicably. Normally, such a meeting will be limited to these persons; however, if the employee believes such a limitation inappropriate, the employee may be accompanied by a representative of his/her choice at such meeting.
 - (5) If the complaining party continues to be dissatisfied, every attempt shall be made to arrange another meeting, this time to include the appropriate District-level administrator. The employee may be accompanied by a representative of his/her choice at such meeting.
 - (6) If the complaining party is not satisfied, the information and/or charges shall be reduced to writing, dated and signed, and submitted to the District, with a copy to the employee.
 - (7) The employee shall have the right to enter and have attached his or her own comments or rebuttal to any derogatory statement or complaint placed in the personnel file, with released time from duty to be provided if deemed necessary.
 - (8) If information in an employee's personnel file is verified by the District as being untrue, such information shall be removed.
- b. The above is intended to restrict the District from relying upon the complaint itself as the basis for negative evaluation or inclusion in the file, and it is not

intended to restrict the District from relying upon its own observations or knowledge obtained independently of the complaint itself.

Section 7. Critical Material from Administrator

- a. With regard to written material in the nature of criticism, warning or reprimand from the employee's site administrator(s), evaluator(s), or other District administrator(s), the District shall not place such material in the employee's personnel file or base a negative evaluation upon it unless the following procedures have been followed:
- (1) The employee is furnished a copy of the material as promptly as reasonably possible under the circumstances, and has the opportunity to discuss it with the responsible administrator.
 - (2) If the employee wishes to discuss the matter further, then an immediate administrative review shall be provided utilizing the following procedures (including Association representation): The employee shall advise the appropriate District level administrator of the situation, who will then confer with the employee/concerned administrator and make a final determination.
 - (3) If the material is generated as part of the evaluation process, administrative review of the matter shall be provided after the final evaluation as set forth in Section 2 d above.
 - (4) In any case, whether or not the administrative appeal procedures are utilized, the employee shall have the right to enter and have attached his or her own comments or rebuttal (to any such material placed in the personnel file).
 - (5) If information in an employee's personnel file is verified by the District as being untrue, such information shall be removed.
 - (6) Should the material contain any allegations of the employee having violated Board Policies or Administrative Regulations the employee shall have the right to appeal to the Superintendent or designee and a written decision must be rendered within 30 working days citing specific evidence as to violations of Board Policies and Administrative Regulations.

The procedure of Section 6 and Section 7 above are not applicable to discipline/dismissal procedures initiated pursuant to the Education Code.

Section 8. Grievability

The District retains sole responsibility for the evaluation and assessment of the performance of each employee, subject only to the above procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or the District, and no grievance shall contest the judgment of the evaluator. Any grievance arising under this Article shall be limited to a claim that the procedures set forth in this Article have been

violated. However, evaluation disputes arising within the above-mentioned exclusions from grievance/arbitration are subject to administrative review by appeal to the Deputy Superintendent or Assistant Superintendent. Said administrator shall confer with the employee and the site administrator prior to making the final decision.

ARTICLE 9 – REASSIGNMENTS AND TRANSFERS

Section 1. Definitions

- a. Transfer: The change in an employee's regular work location from one site to another.
- b. Reassignment: The change of an employee's assignment within the same school. This means changes from one track to another in year-round schools, changes in grade level, changes in subject matter, and changes in classroom assignments.
- c. Voluntary: A change requested/initiated by an employee.
- d. Involuntary: A change initiated by the District.

Section 2. Reassignments

- a. The criteria for considering all reassignments shall include school needs, and also the credentials, training, qualifications, and personal preferences of the employees. When the above factors are all relatively equal, length of District service shall be the determining factor. It is understood that reassignment decisions are based upon administrative judgment and discretion, but such judgment and discretion shall not be exercised in an arbitrary or capricious manner.
- b. An employee may file a written request with the site administrator, on a school developed form, for an assignment preference within the employee's school for the following school year. Each school form shall include but not be limited to the following: credential(s) held, and desired grade level, department, courses, classroom language, classification and track assignment. Each request shall be given consideration as assignments are made. Initial reassignments for the following school year shall be completed prior to the granting of any transfer requests.
- c. When assignments have been determined within the school, employees shall be notified as promptly as possible. If a reassignment request is denied, the employee shall be provided with the specific reasons for the denial, upon request.
- d. When the District finds it necessary during the school year to reassign an employee to a different grade level or different subject field or to a different classroom at the same school, the District shall, upon request, provide:
 - (1) Either two (2) days of release time, or two (2) days compensation at substitute rate, or a combination thereof for two (2) days based upon employee's preference; and
 - (2) Necessary assistance for moving instructional materials.

- e. Teachers shall be notified annually of physical classroom move (for the following school year) not less than 15 calendar days prior to the last work day of the school year or section d. above applies.

Section 3. Vacancies and Voluntary Transfers

- a. After assignments and reassignments for the following school year (beginning July 1) have been tentatively determined within each school, a District-wide bulletin listing the tentative vacancies by school, grade level, track, and/or subject area shall be posted in each school. This posting shall be no later than March 15, of the current school year. The deadline for transfer applications shall be April 1 of the current school year. Employees may submit transfer applications whether or not a vacancy exists at the time of posting. A copy of the vacancy bulletin shall be provided to the Association. The request for transfer shall be on forms provided by the District and submitted to the District Human Resources Office.
- b. The immediate supervisor at the prospective work location shall interview and explain the nature of the assignments to those employees requesting a transfer whose credential(s) match the available assignments. No assignments of employees new to the District shall be made to the known vacancies until all the appropriate requests for transfers have been processed.
- c. The criteria for considering all requests for transfer shall include school needs, and also credentials to perform the required services, training and qualifications of the employees. Where the necessary qualifications of the employees involved are relatively equal, length of District service shall be the determining factor.
- d. Employees shall be notified concerning the disposition of their transfer requests as promptly as possible. If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial, upon request.
- e. In the event that vacancies occur after the posting of the bulletin and before the opening of the traditional school year, employees who have submitted transfer requests shall be considered for vacancies, in their area of interest and qualification, at schools to which they have applied.
- f. Teaching positions which become vacant during the current school year shall be filled by any one of the following methods:
 - (1) Fill the position with an involuntary transfer in accordance with Section 4 below; or
 - (2) Fill the position temporarily with either a Temporary Contract Teacher or a Long Term Substitute Teacher, with such position then to be considered open at the end of the school year. The temporary teacher may then interview for the position along with transfer applicants; or
 - (3) Fill the position with a new probationary employee, provided the vacant position is in a District-identified area of priority need.

Section 4. Involuntary Transfers

- a. Involuntary transfers and track changes shall not be made in an arbitrary or capricious manner and shall be based on individual school needs and District needs. Factors that shall be considered when an involuntary transfer is implemented shall include, but not be limited to, credentials to perform the required service, training and qualifications. Where the necessary qualifications of the employees involved are relatively equal, length of District service shall be the determining factor.
- b. Open positions in the District (positions which are not filled by reassignments within the individual school) shall be made known in writing to all employees at an individual school site where a staff reduction is necessary, as determined by the District, prior to the affected employee being involuntarily transferred.
- c. When a reduction in the number of employees in a District location is necessary, volunteers shall first be given an opportunity to be considered for transfer to known vacant positions.
- d. An employee may be transferred for cause, providing the provisions of Article 9 - Evaluation Procedures of this Agreement have been implemented. Factors of placement that shall be considered when an involuntary transfer for cause is implemented shall include District needs, credentials to perform the required services, necessary training and necessary qualifications.
- e. Prior to an involuntary transfer, a conference shall be held with the employee. The employee shall be given the reasons for the transfer and shall be given the opportunity to indicate a preference in placement where a vacancy exists.
- f. Employees who are in the process of being involuntarily transferred shall be given priority in placement over pending voluntary transfer requests and over outside applicants.
- g. An employee selected for the involuntary transfer shall have the option to decline an assignment and defer being assigned to another school in order to seek other positions which open up during the summer recess period. Any assignment so declined may not be reserved for the employee, and, if the employee has not accepted a position at a school two weeks prior to the employee's first work day of the new school year, the employee shall be subject to assignment at the discretion of the District. Once an assignment is accepted, the employee shall not be eligible to make a later change in selection.
- h. Where involuntary transfers are made during the school year, employees are to be given the earliest possible advance notice, but in no event less than three (3) days, two (2) days of which will be instruction-free duty time in order to close out and/or move in to prepare for the new assignment.
- i. Employees involuntarily transferred during a time when in non-paid status (i.e., summer recess period or off-track in year-round schools), and prior to the

beginning of the new work year, shall receive two (2) days pay at their regular rate of pay to relocate to their new assigned work site.

- j. Any employee involuntarily transferred as a result of staff reductions shall have the right to return to the initial school site if, by the end of the second week of the new school year, student enrollment at that site necessitates an additional position and if the vacant position is one for which the employee is qualified. Except for cases involving school or department closures, no probationary or tenured employee may be involuntarily transferred, due to enrollment changes, more than once within two (2) consecutive school years.
- k. If enrollment changes necessitate the transfer of a teacher to another school or track, and the new assignment necessitates working in excess of the contractual 186 day work year, and the teacher agrees to the extended assignment, the teacher shall be paid for the additional days at his/her regular daily rate of pay. There shall be no penalty imposed upon a teacher, involuntarily transferred, who chooses not to work more than 186 days.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1. General Provisions

- a. A leave of absence permits an employee to be absent from duty for a specified purpose and duration, and with specified pay and fringe benefit effects.
- b. Employees on fully paid leave status are treated the same as active employees with respect to salary and fringe benefits. Employees who work or are on paid status for a minimum of 75 percent of the annual work days shall advance on the salary schedule as if on continuous active service. Employees whose leaves of absence are divided between two (2) consecutive fiscal years, may be granted one salary increment if, during the two (2) half years of service, they work or are in paid status 75 percent of the days scheduled in the two semesters taught.
- c. Unless otherwise provided in this Article, an employee returning from paid leave shall be entitled to placement at the same work site that he or she left and, where the previous position remains intact (i.e., filled by a temporary or a substitute) and the employee returns in the same school year, he or she shall return to the same position. Otherwise the District shall attempt to assign an employee to an equivalent position at another work site.
- d. Any employee on an unpaid leave of absence may, at his or her option, continue health and welfare benefits of this Agreement providing he or she pays the District the necessary premium on a tenthly basis.
- e. An employee returning from an unpaid leave shall be entitled to return to the same work site that he or she left, if the previous position remains intact (i.e., filled by a temporary or a substitute). Otherwise the district shall attempt to assign the employee to an equivalent position at another work site.
- f. On or before April 1, or January 1, nearest and preceding the expiration of the leave of absence, the employee must submit a written notification to the Assistant Superintendent, Human Resources, stating his intention of returning to work, requesting an extension of the leave of absence, or terminating his employment from the District. Failure to give such notice by deadline shall be deemed abandonment of position and an implied resignation, provided, however, that the District has given the notice required below. The District shall, prior to a leave being taken by a unit member, inform the unit member by letter of said deadline. In addition, the District shall give the unit member notice of such deadline by certified letter (return receipt requested) to the employee's address of record. Such notice must be mailed by March 1 or December 1, whichever is appropriate. If the required written notice is not given by the District at the above date, it may be given later, but in such cases the individual employee's reply to the notice will be extended to a deadline specified in the letter, which date shall be not less than thirty (30) calendar days from the date of the letter. As the deadline approaches, if the District has not heard from the employee it shall attempt to contact the employee by telephone at the employee's telephone number of record.

- g. The term "shall," when used to describe the granting of a leave herein, indicates that the employee is entitled to the leave if he or she meets the requirements, and that no discretion remains with the District. The term "may" in that context indicates that the Board of Education retains discretion as to whether or not to grant the leave to an employee who otherwise meets the requirements.
- h. Leave of absence requests are to be submitted utilizing the forms provided by the District.
- i. The term "immediate family" as used throughout this Article means: father; father-in-law; mother; mother-in-law; step-parent; legal guardian; brother or sister; grandmother, grandfather or grandchild of the employee or of the spouse of the employee; spouse; son; daughter; step-child; son-in-law; daughter-in-law; aunt; uncle; or any relative living in the immediate household of the employee; legal ward; or any person cohabitating with the employee in the employee's immediate household.
- j. Employees who are on a District approved unpaid leave of absence shall be eligible to apply for the position of "substitute" during such time period.
- k. Requests for leaves must be received by the Assistant Superintendent, Human Resources on or before thirty (30) calendar days prior to the beginning of the requested leaves. Written notification from the person on leave of absence regarding his/her intention of returning to work, requesting an extension of the leave of absence, if appropriate, or terminating employment with the District, must be received by the Assistant Superintendent, Human Resources on or before thirty (30) calendar days preceding the expiration of the leaves of absence.

Section 2. Sick Leave

- a. Full-time employees shall earn and accrue sick leave time at the rate of ten (10) full days for a full school year of service. Employees assigned to a full daily summer school session shall earn and accrue two-tenths day of sick leave for every one week worked. Full-time employees regularly assigned 205 or more days per year shall accrue sick leave at the rate of eleven (11) full days per year, and those regularly assigned 225 or more days per year shall accrue at the rate of twelve (12) full days per year.

Unused sick leave time shall be accumulated from year to year without limit. The District shall provide each employee annually with a written statement of absences and accumulated sick leave total. Such statements shall be prepared as soon as practical after June 30, and distributed via school mail.

Employees who work less than full-time shall be entitled to earn and accrue the appropriate percentage of sick leave time as it relates to the full-time schedule.

At the beginning of each year the annual ten (10) day accrual shall be posted to each employee's sick leave account, so that it can be used in advance of actual accrual. If an employee uses such leave in advance of accrual, and then

terminates employment, the District shall recover any sick leave which was used in excess of accrual.

No more than one day of sick leave may be used in any summer school program. Any additional time off in that summer session shall be non-paid.

- b. Except as provided under personal necessity leave (Section 6), sick leave time is to be used solely for absence due to injury or illness, or when under quarantine by order of the Health Office of the City or County.
- c. An employee who has exhausted all accrued sick leave, but who is absent for additional days due to illness or injury, shall receive 50 percent of base salary for each such day, up to a maximum of 100 such additional days, per year for a maximum of two years per illness or injury.
- d. Written approval from the employee's attending physician is required to return to work after an absence of fifteen (15) consecutive working days or more due to illness, upon return from surgery or from an illness requiring hospitalization, and of employees using casts or orthopedic devices.

The physician's clearance must reach the Human Resources Office at the Administration Center one (1) working day prior to the employee's intended return. The physician's clearance must be submitted on the District form "Medical Clearance for Return to Work," or in letter format which must include the following: reason for absence, dates of care, and date of clearance to return to work. The clearance by the physician must also contain a statement that the employee is fully able to perform his/her regular job duties. The cost of the written approval of the physician shall be at the employee's expense. The physician may be contacted by the District to clarify the physical requirements and location of the employee's job, but the District shall first notify the employee of its intention to do so. Human Resources shall not disclose medical data to site administration or others except as reasonably necessary.

- e. The District shall not require an employee to go onto sick leave or remain on sick leave against the employee's wishes without first obtaining a medical evaluation. (See Article 21, Section 2). If the District doctor's opinion conflicts with that of the employee's doctor and the employee requests a review, the two doctors (or the employee and the District) shall mutually agree upon a third physician who shall make a binding determination. If they cannot agree, the County Medical Association shall appoint the third doctor. The cost of the third physician shall be shared equally between the District and employee. If the third doctor determines that the employee was in fact fit to work at the time of the District doctor's decision, then the employee's absence between the time of the District doctor's decision and the final medical decision will not be deducted from salary or charged to sick leave.

Section 3. Health Leave

- a. For illnesses which are known in advance to be of an extended nature, a permanent or probationary employee may be granted health leave.

- b. The request for a health leave must be accompanied by a written statement by the attending physician recommending the leave for health reasons. The District may request periodic verification of the employee's continued disability and inability to return to duty.
- c. Upon request, employees granted health leaves will be entitled to receive sick leave pay limited by the provisions of Section 2 a. and c. of this Article, and will continue to receive full District-paid fringe benefits until all sick leave benefits are exhausted. At that time the health leave becomes an unpaid leave and the employee may continue fringe benefit coverage at his or her own expense.

Section 4. Pregnancy, Maternity Disability, Child Care, Adoption Leave

- a. **Optional Unpaid Pre-Childbirth Leave:** The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to an employee prior to the birth of the employee's child and prior to the employee's period of disability. If such absence would disqualify the employee from Health and Welfare benefits coverage, she may arrange with the District for continued coverage during the unpaid leave, at her own expense.
- b. **Pregnancy – Childbirth Disability Leave:** During that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to Section 2 of this Article. This leave may be taken either from active duty or from the above Optional Unpaid Pre-Childbirth Leave. While on paid status, the employee shall receive Health and Welfare benefits as provided in Article 14.

Note: This provision for the use of accrued paid sick leave, when taken during a time when the employee was already out on unpaid pre-childbirth leave, is the only exception to the general rule that paid leaves may only be taken from assigned active duty.

- c. **Physician Certifications:** A pregnant employee who elects not to apply for an unpaid pre-childbirth leave pursuant to Section 4 a. above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician's release to return to active duty.
- d. **Child Care:** After the period of disability, or upon the placement (de facto custody) of an adopted child, the employee shall, upon written request, be placed on an unpaid status for purposes of child care for the remainder of that school year, semester (or trimester if applicable) or other return date mutually acceptable to the employee and the District. Such leave may in the discretion of the District be extended for up to an additional year.

- e. Parental Leave (Effective January 1, 2017): A permanent or probationary employee who has worked for the District for twelve (12) months (summer break is included in this time period) may request a leave of absence for reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee as follows:
- (1) When an employee has exhausted all available sick leave under Section 2 of this Article, and continued to be absent from his or her duties on account of parental leave, and is eligible for parental leave pursuant to the California Family Rights Act (“CFRA,” Government Code 12945.2), the employee may receive up to 12 school weeks (60 work days) of paid leave, 50 percent (%) of base salary for each such day (Partial Pay).
 - (2) If an employee seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the employee may use sick leave provided under Section 2 of this Article for parental leave purposes. However, the 12-weeks (60 work days) of paid parental leave period shall only be available to employees who exhaust all sick leave before or during the 12-week period (60 days) and shall be reduced by any such period of sick leave taken during the 12-week period (60 days) of parental leave. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks (60 work days) of unpaid leave for child bonding purposes under CFRA, so long as the employee qualifies for such leave. An employee who elects not to exhaust his/her sick leave during the parental leave is ineligible for and cannot access the 50 percent (%) of base salary for each such day (Partial Pay).
 - (3) The foregoing provisions are intended to comply with Education Code Section 44977.5. Should the Legislature revise the applicable statutory requirements, or should a state agency issue guidance on the applicable statutory requirements, to the extent that the revisions and/or guidance are in conflict with the foregoing provisions, the parties shall promptly meet and negotiate for the purpose of addressing those conflicts.
 - (4) If an employee has exhausted the 12-week period (60 work days) of parental leave paid at the 50 percent (%) of base salary for each such day (Partial Pay), and seeks to continue leave for the purpose of caring for his/her natural, foster or adopted child, the employee may request to receive an additional unpaid leave of absence if in accordance with Section 4d above – Child Care.
 - (5) Employees seeking to take leave under this Section shall, if the need for such leave is foreseeable, notify the District that the employee intends to take such leave at least fifteen (15) days prior to the anticipated date on which the leave is to commence. If the need for leave is not foreseeable, the employee shall notify the District as soon as practicable.

- (6) If an employee is taking a parental leave longer than 20 days, the employee shall notify the District no later than ten (10) days prior to the ending date of the leave of his/her intent to return to service. If the need to extend the leave is not foreseeable, the employee shall notify the District as soon as practicable.
- (7) Employees are only entitled to 12-workweeks (60 work days) of parental leave in any 12-month period. This parental leave may be utilized anytime during the year following birth or placement of a child and may be split over two school years if it has not been exhausted in accordance with the CFRA limitations. The 50 percent (%) of base salary for each such day (Partial Pay) parental leave runs concurrent with the 12 weeks (60 work days) of baby bonding leave already provided under CFRA.

Section 5. Industrial Accident or Injury Leave

An employee who is absent from duty because of a verified and reported industrial injury or illness qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated for each illness or injury at the same rate he would have received had he worked, from the first day of absence to and including the last day of absence, not to exceed sixty (60) work days. Allowable leave under this section shall not be accumulative from year to year.

Section 6. Personal Necessity

- a. A maximum of ten (10) full days of the employee's sick leave time may be used each school year for reasons of personal necessity, as specified below. There is no accumulation from year to year of unused personal necessity days. The employee using personal necessity leave shall notify the immediate supervisor as early as possible, and certify on the District form (to the immediate administrator) the circumstances necessitating such leave. Personal necessity leave shall be granted for the following purposes:
 - (1) Death of a close friend, colleague or member of the immediate family, if not covered by Bereavement Leave under Section 8 of this Article;
 - (2) Accident, involving the person or property of the employee, or person or property of a member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during assigned hours of service;
 - (3) Appearance of the employee in court as a litigant;
 - (4) An appearance of the employee as a witness under an official governmental order for which salary is not allowed under this Article, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the Clerk or other authorized office of a court or other governmental jurisdictions. In

any case in which a witness' fee is payable, such fee shall be collected by the employee and remitted to the District Business Services Office;

- (5) An illness of a member of the employee's immediate family serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service;
- (6) The birth of a child making it necessary for the employee who is the parent of the child to be absent during assigned hours of service;
- (7) Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service;
- (8) Any other significant event, of personal necessity to the employee, which cannot be handled outside of work time, the scheduling of which is not within the control of the employee, and which involves circumstances the employee cannot reasonably be expected to disregard. This leave shall not be available for vacation or leisure activities, during times of work stoppage, or on professional development days. Examples of the kinds of events which may qualify for personal necessity include but are not limited to the following, provided they meet the above criteria:
 - Doctor or dental appointment not available outside of work time.
 - Attendance at an observance required by the employee's religion, which could not be handled outside of work time.
 - Car breakdown while driving to work.
 - Attendance to employee's child's college move, child's graduation ceremonies, child's special award event, or conference with child's teacher which could not be scheduled after school.
 - Travel (which could not be scheduled for non-work time) to family wedding or family reunion event, or to wedding in which employee is a member of the wedding party.
 - To cover jury duty service which extends beyond the days provided by Section 13 a. of this Article; or
- (9) Personal business – a maximum of three (3) of the 10 maximum annual personal necessity days may be used by an employee for matters of personal necessity which cannot be scheduled outside of working hours but which do not qualify under the above reasons, and may do so without providing reasons. However, such days shall not be usable to provide vacation or leisure; to engage in income-producing activities; to extend a holiday, break or other unassigned days; during a work stoppage; or on staff development days. Also, it is expected that usage of such personal

business days will routinely involve notice to the site administrator well in advance of the day in question.

- b. Granting or denial of personal necessity leave requests is initially made by site administration, but is subject to review by the Assistant Superintendent, Human Resources at the request of either the employee or the site administrator. However, if the requested leave has been unconditionally signed off by the site administrator, and the employee has acted to his or her detriment in reliance upon such approval (e.g., by purchasing non-refundable airline tickets, or by actually taking the time off without notice that the matter was under review) then the leave shall be deemed approved.

Section 7. Employee(s) Exchange Days – (Employees on non workday with on duty employee)

Employees may participate in Employee(s) Exchange Days, if they so desire, under the following conditions:

- a. Exchanges shall be made only within the assigned credential(s) areas, unless the employee(s) have approval from both site principal(s).
- b. Proposed arrangements for exchanges shall be made between the two employees involved.
- c. The school principal shall be notified of the planned exchange on or before five (5) days prior to the exchange.
- d. The principal shall have final approval of all exchange days. If an exchange request is denied, the employees shall be provided with the specific reasons for denial, upon request. The denial shall not be made in an arbitrary or capricious manner.
- e. There shall be a maximum of five (5) days of exchange for each individual teacher between July 1 and June 30 of each year.
- f. Arrangement shall include completion of the appropriate form, to be signed by both teachers verifying that the exchange days shall be completed between July 1 and the following June 30. There shall be no administrative recourse in non-repayment of exchange days.
- g. If a teacher is unable to fulfill his/her designated obligation in the arranged exchange, he/she shall have the days of non-fulfillment charged as unpaid leave unless the reason for non-fulfillment qualifies for sick or personal necessity leave.
- h. All exchange day agreements are final, unless there is mutual agreement between the exchanging teachers to cancel such agreement.

Section 8. Bereavement Leave

Employees shall be allowed full pay for not more than three (3) working days when absent on account of the death of any member of the employee's immediate family. For purposes of this leave only, the employee's ex-spouse shall also be considered a member of the immediate family. When an employee has exhausted his/her personal necessity leave, the District shall grant two (2) additional days of bereavement leave, if so requested by the employee. Bereavement leave with full pay may be extended to a maximum of five (5) days when travel in excess of 300 miles (one-way) is necessary in connection with the bereavement.

Section 9. Home Responsibility Leave

An unpaid leave of absence for home responsibilities may be granted to permanent employees only, for the purpose of child care, adoption, and care of members of the immediate family for health reasons. This leave may be granted only for the remainder of the school year in which it is requested and may be renewed only for the following school year.

Section 10. Family and Medical Care Leave

- a. The District shall provide family and medical leave in compliance with the Family and Medical leave act and the parallel California leave of absence statute (Government Code §12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status (plus any health/welfare benefits coverage) otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article. Such crediting toward the statutory obligation shall not require any notice to the employee, and may be determined and calculated "after the fact."
- b. Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave.
- c. For purposes of this section (only), the references to "child" in b above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child, for whom the employee has primary caregiving responsibility, and the reference to "parent" includes biological, foster or adoptive parent or any other person who had primary caregiving responsibility for the employee when the employee was a child.

- d. The employee must have been employed by the District at least one (1) full year (of at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
- e. The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days' advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice as soon as possible but not more than two (2) business days after learning of the need.
- f. The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. To the extent that the statutory leave is being granted concurrently with another leave under this Article, the normal contract procedure shall prevail over the above special certification process.
- g. To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
- h. Subject to the above-mentioned "credit" provisions of paragraph b above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
- i. If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

Section 11. General Purpose Leave

- a. An unpaid general purpose leave may be granted to permanent employees only, for reasons other than those specified in the other Sections of this Article. An employee shall be eligible for a maximum of only two (2) semesters (or three (3)

trimesters for elementary teachers) of such leave during his/her career in the District.

- b. Requests for general purpose leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave. Before consideration is given to such a requested leave, the District must have determined that a suitable certificated employee is available as a replacement.
- c. A leave for general purposes may be granted only for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) semesters (or three (3) trimesters for elementary teachers). No other types of leaves, except unpaid health or maternity, will be granted immediately subsequent to a general purpose leave.

Section 12. Opportunity Leave

- a. An unpaid opportunity leave may be granted to a permanent employee for the purpose of providing an opportunity for the employee to gain experience in another work setting which would enhance the employee's capabilities as a teacher upon return.
- b. Requests for opportunity leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave. Before consideration is given to such a requested leave, the District must have determined that a suitable certificated employee is available as a replacement.
- c. An opportunity leave may be granted only for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) consecutive semesters (or three (3) consecutive trimesters for elementary teachers).

Section 13. Jury Duty and Court Appearance Leave

- a. In the interest of continuity of instruction, an employee who receives a jury duty summons shall immediately apply to the court for a deferral to a time when the employee is not assigned to work. If such deferral is not granted, the employee shall immediately notify the Human Resources Office, and the District shall cooperate with the employee in obtaining such deferral from the courts. If the employee has compelling personal reasons for not seeking such deferral, he or she may request that the jury service not be deferred to unassigned time and if not satisfied with the site administrator's response, may also seek immediate review by the Assistant Superintendent, Human Resources. If non-deferral is approved, or if an employee's timely-requested deferral is ultimately denied by the court, the employee may utilize up to ten (10) paid jury service leave days.

As an incentive for employees to serve jury service during (or defer jury duty service to) summer recess or other non-assigned days, the District shall compensate such employees at the daily substitute rate for up to a maximum of ten (10) days of jury duty actually served during such periods. For the purpose of this section the daily substitute rate is defined as the rate paid to substitute

teachers and not the "off-track" rate. For this purpose, "on-call" days are not compensated. A receipt of actual jury duty attendance must be submitted to the Financial Services Office by the employee to be eligible for the compensation provided by this section.

Paid jury duty leave shall be granted for a maximum of ten (10) working days in any year, non-cumulative, for employees whose regular annual assignment basis is 225 or more days a year.

- b. An employee shall receive full pay for absence caused by appearance as a subpoenaed witness in court (limited to the time necessary to testify) under the following conditions:
 - (1) When the appearance is at the request of the District; or
 - (2) When the appearance arises out of the employee's performance of District duties and does not involve pursuit of the employee's own interests.

An employee whose required appearance meets the above criteria, but falls on a non-work day, shall be paid at the existing day-to-day substitute rate.

- c. Any fees paid the employee by the court, excluding any court paid mileage fee, shall be remitted to the District Financial Services Office.

Section 14. Sabbatical Leave (if funded)

- a. Eligibility: A sabbatical leave may be granted, but only to permanent employees of the District with at least seven (7) consecutive years of full-time paid District service. The seven (7) year period must also be satisfied between any two sabbaticals. Sabbatical leave applications shall be evaluated on the following criteria:
 - (1) Potential of future service to the District;
 - (2) Relative merits of reasons for desiring leaves for study and/or travel;
 - (3) Appropriateness of itinerary or study to applicant's future service potential and potential benefit to the students of the District;
 - (4) History of previous leaves (priority of selection will be given applicants who have not had a sabbatical leave granted by the District); and
 - (5) Where the necessary qualifications of the employees involved are relatively equal, length of District service will be the determining factor.
- b. Determination of number of leaves to be granted, if any: The total number of sabbatical leaves that may be awarded for the school year shall not exceed one percent of the full-time employees covered by this Agreement.

- c. Procedural requirements: Requests for sabbatical leaves must be submitted on the appropriate form provided by the District. Request for leaves of absence to begin in September must be received by the Assistant Superintendent, Human Resources on or before March 1 of the preceding year, and for the second semester must be received on or before the preceding November 1.
- d. Length of leave: Sabbatical leaves of absence may be granted to eligible employees only for one (1) semester or two (2) consecutive semesters.
- e. Types of sabbatical leaves:
 - (1) Formal study - Each employee on sabbatical leave must complete a minimum of eight (8) semester hours, each semester in an accredited institution of high learning. The courses or independent research taken in such accredited institutions must relate directly to the present and prospective service of the employee.
 - (2) Travel - An employee on sabbatical leave must engage in foreign or domestic travel for a least three (3) and one-half months during each semester of leave. The employee requesting travel leave shall submit a rationale for this request and a tentative travel itinerary, at the time of the request, to the Assistant Superintendent, Human Resources.
- f. Reports:
 - (1) Valid transcripts shall be filed verifying the university or college work taken during the period of the leave for study. All units earned during the sabbatical year that relate directly to the present and prospective service of the employee shall be credited without limitation toward advancement on the Salary Schedule - Appendix "B" of this Agreement during the subsequent year of service.
 - (2) The employee on leave for travel shall prepare a visual report, such as slide or film, accompanied by a written or sound narration or both, upon his return. The cost of preparing this report shall be borne by the employee. This report shall be not less than thirty (30) minutes in length, a copy of which will become the property of the District, with appropriate credit given to the employee preparing the material. The report will be stored in the District IMC and be available for use by all employees in the District for appropriate instruction programs. The report shall be completed and presented to the District no later than three (3) months following the employee's return from leave.
- g. Compensation:
 - (1) An employee on sabbatical leave shall receive compensation equivalent to 50 percent of the basic salary specified in Salary Schedule, Appendix "B" of this Agreement (excluding extra compensation of any type) that he would have received had he been on duty.

- (2) The employee is required to complete two (2) full years of service in the District upon return from a sabbatical leave of absence. Therefore, the employee must furnish the District with a suitable bond.

h. Availability of Leaves:

If an employee is unable to fulfill the requirements of the sabbatical leave provisions due to illness or maternity, as provided in this section, the employee shall be eligible to terminate sabbatical leave status and make application for health or maternity leave. Upon the approval of the District of the change in leave status, all benefits provided by the sabbatical leave provisions of this section shall be discontinued and the provisions of the newly approved leave status shall become effective. Upon the change in leave status, the employee shall not be responsible for fulfilling the requirements of the sabbatical leave provisions provided in this section, with the exception that with the receipt of any District paid compensation, the employee must complete two (2) years of service in the District upon return from leave of absence under the specified bonding requirement.

Section 15. Study Leave

- a. An unpaid leave of absence for formal study may be granted to permanent employees only. Each employee granted a leave of formal study must complete a minimum of eight (8) semester hours, each semester of upper division or graduate work in an accredited institution of higher learning. The study must be directly related to the employee's assignment in the District.
- b. Requests for study leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave. Before consideration is given to such a requested leave, the District must have determined that a suitable certificated employee is available as a replacement.
- c. A leave for formal study in residence may be granted for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) consecutive semesters (or three (3) consecutive trimesters for elementary teachers).

Section 16. Travel for Educational Purposes Leave

- a. An unpaid leave of absence for travel for educational purposes may be granted to permanent employees only.
- b. Requests for travel for educational purposes leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave.
- c. A leave for travel for educational purposes may be granted only for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) consecutive semesters (or three (3) consecutive trimesters for elementary teachers).

Section 17. Legislative Leaves

- a. An unpaid legislative leave shall be granted only to permanent employees who are elected to the Office of State Assemblyman, State Senator, U.S. Representative, or U.S. Senator.
- b. A legislative leave shall be granted for that period of time for which the permanent employee is elected to office plus six (6) months after expiration of the term of office.
- a. Upon return to duty in the District, the employee shall be entitled to the salary schedule placement to which he would have been entitled had he not absented himself from the service of the District.

Section 18. Conference Leave

The Board of Education may authorize an employee, with or without pay, to attend an educational conference which is directly related to the employee's assigned duties.

Section 19. Leave in Lieu of Layoff

Any permanent employee who has received notice of layoff shall upon request be granted an unpaid leave of absence in lieu of layoff, thus enabling the employee to continue health and welfare benefit coverage at the employee's expense.

Section 20. Catastrophic Sick Leave Bank - To be implemented commencing July 1, 1996:

Catastrophic sick leave may be granted, pursuant to the following provisions:

- a. Applications
 - (1) The unit member must have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from performing his/her District duties.
 - (2) The time off work must create an extreme financial hardship for the applicant.
 - (3) The applicant must have made a deposit of at least one (1) day to the bank. This requirement is subject to future revision contract negotiations. (See also paragraph b below).
 - (4) The unit member must be in permanent status in order to be eligible for contribution and/or participation.

- (5) The unit member whose absence is a result of a worker's compensation injury/illness is ineligible to apply unless the workers' compensation claim has been finally adjudicated or settled.
- (6) Applicants must submit a form to the Human Resources Office stating the nature of the catastrophic event and the estimated number of days being requested. A copy of the attending physician's certification of the incapacitating illness or injury must be attached.

b. Contributions to the Leave Bank

- (1) Unit members may deposit sick leave in full day increments at a minimum of one (1) day and a maximum of two (2) days in any open window period(s) established by the Catastrophic Leave Committee. (See paragraph (d) below).
- (2) Deposits of sick leave into the catastrophic sick leave bank are irrevocable. Such deposits shall be coordinated by the Catastrophic Leave Committee on an as-needed basis. There will be no sick leave days awarded beyond the total collective balance of banked days.

c. Amount and Duration of Benefits

- (1) Any unit member who receives paid catastrophic sick leave shall first use any leave credits he or she continues to accrue on a monthly basis, prior to receiving paid catastrophic sick leave.
- (2) Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits, and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during said period.
- (3) The catastrophic leave bank will be charged one (1) day of donated leave for each day of paid status resulting from this leave.
- (4) In no event shall this leave (in conjunction with any workers' compensation cash benefit, if any) yield a higher rate of income/fringe benefit contributions than was received when on extended paid sick leave status.
- (5) Catastrophic sick leave may be granted only for the remainder of the school year in which extended sick leave or any other paid status is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.

d. Catastrophic Leave Committee and its Authority

- (1) A joint Association-District committee shall be designated, comprised of three (3) unit members appointed by the Association and three (3) administrative members appointed by the District.

- (2) Eligibility decisions and the duration of catastrophic leave benefits shall be determined by the committee in its sole discretion. Decisions made by this committee shall be made by consensus, are final, and shall be non-reviewable in any other forum including, but not limited to, the grievance procedure.
- (3) Committee proceedings and information obtained by the committee shall be confidential.

e. Other District Employees

This catastrophic leave plan shall be made available to all certificated employees under the same terms and conditions set forth above.

Section 21. Military Leave

- a. An employee in probationary or permanent status who enters the active military service of the United States or the of State of California, including active full-time service in any uniformed auxiliary of any branch of such military service created or authorized as such auxiliary by law, or who enters the service of the United States Merchant Marine, or full-time paid service in the American Red Cross, during any period of national emergency declared by the President of the United States or during any war in which the United States is engaged shall be granted a leave of absence for the duration of such required service, and shall be treated and compensated according to the provisions of California Military and Veterans Code and the Federal Uniformed Services Employment and Reemployment Rights Act.

ARTICLE 11 – CLASS SIZE/SUPPORT SERVICES RATIOS

Section 1. Ratios

a. Regular K-12:

Staffing ratios for the regular K-12 program have been established as follows:

- (1) Elementary K-3, 29.9 students per each FTE teacher, excluding from the calculation the ratios of those classrooms designated by the District as Class Size Reduction classrooms.
- (2) Elementary 4-6, 31.9 students per each FTE teacher.
- (3) Middle School, 32.8 students per each FTE teacher, adjusted as appropriate to reflect either a five period student day or a six period student day.
- (4) Senior High, 33.8 FTE students per each FTE teacher, adjusted as appropriate to reflect either a five period student day or a six period student day, and to reflect anticipated drops in enrollment.

b. Support Services:

- (1) The support service personnel/student ratio range for support service personnel shall be established from time to time at the discretion of the District. Prior to implementing a change in the ratio range for support service personnel, the District will consult with the Association.
- (2) Upon request, Special Education administration shall consult with Speech/Language/Hearing Specialist(s) as to their assignments and caseloads. In determining individual assignments and caseloads, administration shall consider factors such as Specialist-student ratios, number of students assigned, student contact hours, nature of services required (individual vs group), and anticipated fluctuations due to track changes and changes in the student needs/attendance.
- (3) If the District decreases its support service personnel, it shall meet and negotiate with the Association about the impact of such a decision upon the hours and duties of the remaining support service personnel.
- (4) The District shall endeavor to maintain an average caseload for Speech/-Language/Hearing Specialists of 55, recognizing the factors such as SELPA-wide caseloads may require variations in the District average caseload from time to time.

Itinerant teachers, teacher specialists, librarians, special education teachers (RSP, SDC) and individuals not included in the bargaining unit are not to be counted in the above staffing ratios. Special education staffing shall be in accordance with the statutory requirements.

The above staffing ratios are not intended to establish individual class size limits; rather, they are to be used to determine allocations of teachers to each school, subject to reasonable variations. The District will make a reasonable effort to maintain the above ratios, based upon enrollment patterns during the first month of school and at the end of the first semester.

It is anticipated that due to the District's financial position, the above ratios may be increased during the school year if student enrollment increases without corresponding State ADA income. If there is an ADA revenue-generating increase, the above ratios are to be maintained, proportionate to the ADA revenue increase.

Section 2. Class Size

The District will make a reasonable effort to maintain an equitable distribution of students among similar classes at each school, including the following:

- a. While it is sometimes necessary to have combined grade level classes at the elementary level, the District shall make a reasonable effort to avoid them. When distributing students to classes, the site administrator will consult with the affected faculty, or with the grade level chairperson(s), leadership team or the equivalent with respect to various options to minimize combined-grade classes. Such options may include re-balancing students among grade levels or tracks.
- b. At the secondary level, site administrators will consult with department chairpersons when making such determinations and shall give consideration to factors such as space limitations, number of work stations, and safety, as well as other educational concerns. It is the parties' intention that due consideration be given to the high priority, low enrollment classes which are necessary to maintain the comprehensive education program at the secondary level.
- c. If either the Association or any unit member believes that at any elementary or secondary school site any class is unjustifiably large or small, the Association or the employee may request a conference with the site administrator to discuss the reasons for the existing class size and to offer suggestions for ameliorating the situation.

Caseloads for special education resource specialists shall conform to the State requirements (currently twenty-eight (28) students, subject to state waiver). If the District requests a waiver from the State Department of Education, the Association shall be afforded the opportunity to participate in the waiver proceedings.

If an employee in the Early Education and Extended Learning Programs believes that the adult-child ratio pursuant to statutory requirements, has been exceeded for more than two and one-half (2 1/2) hours in any day, the employee may contact the Early Education and Extended Learning Programs Office, and request a review of the situation.

Section 3. Future Ratios

Staffing ratios and class size issues may be negotiated as part of subsequent negotiations. It is understood that the District may change the above-stated staffing ratios prior to the completion of such negotiations. Any such change shall be without prejudice to subsequent compliance with applicable impasse procedures.

ARTICLE 12 – SAFETY CONDITIONS

Section 1. General

Employees shall not be required to work under unsafe conditions or to perform tasks in facilities which endanger their health or safety. In the event that a dangerous situation seems likely to occur off campus (i.e., field, trip, etc.), the employee shall so notify the site administrator who shall take appropriate action to maintain a safe environment.

Section 2. Accommodations

The District shall make available in each work location restroom and lavatory facilities exclusively for the employees' use, and where feasible within the existing building structure, an employee rest area shall be provided for use during lunch period and breaks. Provisions for such facilities and rest areas will be made in all future buildings.

Section 3. Campus and Classroom Access Controls

The District shall implement a badge identification system and visitation permit system at the school sites for the purpose of monitoring access to the school campus and to the classrooms. The system includes appropriate posted notices prohibiting unauthorized entry, and shall also include photo badges for District personnel not regularly assigned to that site and temporary badges for substitute employees and for visitors.

In situations involving classroom visits by persons who are not District employees, not authorized volunteer workers, and not accompanied by an administrator or designee, teachers shall be notified in advance as to the identity of the authorized visitor(s) and the time and purpose of the classroom visitations.

Section 4. Emergency Communication System

As the District proceeds with its various renovation and construction projects, it shall continue to treat as a high priority the installation of classroom telephone equipment with outside emergency communication capability, as well as classroom-to-office capacity.

Section 5. Emergency Kits

The District shall maintain its emergency supply kit system at all schools. The District shall notify employees of the location of such supplies.

Section 6. Heat Control

The District shall install energy efficient fans in permanent facilities used by students and/or unit members, which are not currently air-conditioned. Subject to budget constraints, the District will establish the replacement of heat reduction items (typically window coverings) as a high priority within the maintenance budget. The District will make every effort to install air conditioning in all permanent facilities used by unit members and/or students as funds become available.

Section 7. Safety Committee

Each school site shall have a Safety/Emergency Procedures Committee. The Committee shall include an equal number of teachers, administrators and classified personnel to be selected by representatives of each group. The Committee may augment its membership with parent, student and/or other representation. The Committee shall review school needs and plans in the area of general school safety and emergency disaster procedures. Conditions which cannot be corrected at the site level shall be referred to the District Safety Committee. The Association shall be represented on the District Safety Committee.

Section 8. Property Loss Reimbursement

Subject to the following conditions and limitations, the District shall reimburse employees for loss, destruction, or damage by arson, burglary, or vandalism of the employee's personal instructional property on the site premises, provided that the employee exercised due care regarding custody and security of the property. To qualify for reimbursement, such property must have previous written authorization by the District (on a District-approved form) to be on the site.

In addition, an employee may be reimbursed for job-related vandalism and/or damage of the employee's vehicle, subject to the following limitations and procedures. Vandalism is an intentional personal act of damage or destruction; it is not an accident, or negligence or vehicle-on-vehicle damage. First, the vehicle must at the time of damage have been parked during the professional workday, on school property or adjacent area normally used for employee parking. Second, the incident must be immediately reported by the employee to the school administrator, and to local law enforcement. Third, reimbursements shall be limited to losses which exceed \$50; maximum reimbursement is \$500, and claims are limited to losses not reimbursable from the employee's insurance (payment by the District shall not exceed the applicable policy deductible). In the event the employee chooses not to utilize their personal insurance by filing a claim, the District's maximum liability remains no greater than the employee's deductible amount or the actual reimbursement amount.

The aggregate of all payments made pursuant to this Section for all losses occurring within any fiscal year shall not exceed \$7,500. Claimants shall file a claim, on a District-approved form, within fifteen (15) days of the date of the loss. District reimbursement is limited to repair or replacement but in no case in excess of actual cash value. Decisions as to such claims shall be made by a standing committee of the Association President and District's Chief Business and Financial Officer, or designees, so that their decisions will be based on some experience, continuity, and consistency. Such decisions are to be issued within six (6) weeks of the claim being filed. Such decisions lie within the exclusive and unreviewable discretion of that committee, and are not subject to grievance or arbitration under Article 3.

Section 9. Employee Responsibility for Safety Matters

In addition to employees' responsibility for reporting any matters required by the Child Abuse Reporting obligations, employees are responsible for reporting to school or District administration, and to law enforcement if needed, the following kinds of student conduct which threaten disruption of the educational process. Such report shall be made immediately upon observing, or upon receiving a reliable report, of such conduct:

- a. Possessing, offering, selling, using or furnishing a knife, firearm, explosive, pepper-spray or tear gas weapon or other dangerous object, or an imitation or replica which appears to be such an object;

- b. Unlawfully possessing, selling, using, offering, furnishing or being under the influence of any controlled substance as defined by the Health and Safety Code, or any alcoholic beverage or intoxicant;
- c. Engaging, participating in or attempting any robbery, theft, extortion, receipt of stolen property, or vandalism;
- d. Engaging in or participating in any assault, battery, hate crime or other act of violence, or intentional infliction of physical injury to another;
- e. Engaging in, participating in or threatening any sexual assault, sexual battery, obscene or lewd act or sexual harassment;
- f. Engaging in or participating in any harassment, threats, intimidation or ridicule against a student or group of students which is severe or pervasive enough that it threatens to inflict harm upon the recipient(s), create a violent situation or to otherwise disrupt the school program; or
- g. Engaging in any other conduct, whether intentional or negligent, which causes or threatens harm to the student or to others, or which causes or threatens disruption to the school program.

The above reporting obligations apply not only as to students in the employee's class or direct supervision, but also as to observations of students while the students are (i) in other classes, (ii) under the supervision of others, (iii) on, near or going to or from school grounds at any time, (iv) attending or engaging in school-sponsored activities wherever located, or going to or from such activities.

Section 10. Removal of Students From Class

A teacher may, if necessary and without invoking the student suspension procedures set forth below, remove a student from class temporarily and refer the student to appropriate administration or guidance personnel; provided, that any of such removal measures are expected to be used only occasionally, and only after exhaustion of other disciplinary and control options.

Section 11. Suspension of Students by Teachers

A teacher also may formally suspend a pupil from the teacher's class (only) for the remainder of the day and for the following day for conduct which seriously disrupts the instructional process, including willful defiance of authority, repeated class interruptions or disruptions, or any of the conduct set forth in Section 9 above (in which case the suspension is in addition to, and not in lieu of, the teacher's reporting obligations set forth above), under the following conditions:

- a. Such student conduct must be either repeated or so serious that there are no reasonable lesser disciplinary and control options available;
- b. Such suspended students shall not be reassigned to another class during the class time affected by the suspension action, and shall not be returned to the teacher's class during the period of such suspension without the concurrence of the teacher; and

- c. Teachers utilizing this authority shall immediately (i) report the suspension to the principal or designee, (ii) notify the parents of the suspension and the reasons therefore, and (iii) arrange a meeting of the teacher, the parents, the student's counselor, and/or an administrator or other appropriate representative of the school. School administration shall upon request provide consultation and assistance in such suspension process.

Section 12. Notification Regarding Students with History of Unsafe Behavior

The District shall give notice to all teachers and counselors who are assigned a student, promptly after the District becomes aware that any of the following has occurred during the prior three years:

- a. The student has been expelled from school (including the reason for the expulsion);
- b. The student has been convicted of a crime of violence or of a crime involving carrying or using a weapon, or of a crime against the property, students or personnel of a school district;
- c. In a school-related context: the student has assaulted or intentionally caused physical injury to another, threatened bodily harm to school personnel, possessed a weapon, committed lewd or obscene acts, or engaged in serious or repeated sexual harassment.*

Any such information conveyed to an employee shall be received and retained in strict confidence for the limited purpose of assisting the student's rehabilitation and protecting the unit member, students and others, and shall not be disseminated or mentioned to others, except for private discussion on a "need to know" basis with authorized school personnel, the student's parents or law enforcement personnel.

Nothing in this section 11, or in any grievance arising under this section 11, shall create civil liability or damages liability on the part of the District.

*It is understood that there are broader notice requirements required by the Education Code (many of which are of doubtful interpretation and practicality), but the Association and the District have decided for purposes of emphasis that the above matters are at the core of such disclosure requirements from a safety perspective, and therefore should be included in the Agreement.

ARTICLE 13 - WAGES

Wage Proposal

1. A 1.5% salary increase applicable to salary schedules reflected in Appendices A, B, D, G, H, I, J, K, and M shall be implemented for all GTA unit members retroactive to July 1, 2016, for the 2016-2017 school year. The salary increase shall be applicable to salary schedules reflected in Appendices E, F, N effective July 1, 2016.
2. A 1.5% salary increase applicable to salary schedules reflected in Appendices A, B, D, G, H, I, J, K, and M shall be implemented for all GTA unit members retroactive to July 1, 2017, for the 2017-2018 school year. The salary increase shall be applicable to salary schedules reflected in Appendices E, F, N effective July 1, 2017.
3. Packaged with:
 - Class Size/Support Services Ratios 26:1 MOU.
 - The Glendale Teachers Association (GTA) and the Glendale Unified School District (GUSD) agree to attend Interest-Based Bargaining (IBB) training, with the intent to use learned techniques for future negotiations.
 - The Glendale Teachers Association (GTA) and the Glendale Unified School District (GUSD) agree to collaboratively research and attempt to negotiate “fair share” language for future negotiations..

Section 1.

Appendix A Annual Salary Schedule - Teachers - Emergency Permit, Waivers, Intern Credentials

Regular school year employees, excluding employees assigned to the Early Education and Extended Learning Programs and those on the Permit Schedule assigned to College View School, shall be paid according to Appendix "A" - Annual Salary Schedule, Emergency Permits, Waivers, Intern Credentials, attached hereto and made a part of this Agreement.

Appendix B Annual Salary Schedule - Teachers - Teachers with Preliminary or Clear Credentials, Beginning Teacher Salary Incentive Program (BTSI)

Regular school year employees, excluding employees assigned to the Early Education and Extended Learning Programs and those on the Permit Schedule assigned to College View School, shall be paid according to Appendix "B" - Annual Salary Schedule, Teachers with Preliminary or Clear Credentials, Beginning Teacher Salary Incentive Program (BTSI), attached hereto and made a part of this Agreement.

Appendix C Salary Schedule Regulations - Teachers

Regular school employees assigned to Appendix "A" or Appendix "B" of this Article shall be placed on their appropriate schedule (Appendix "A" or Appendix "B") as provided in Appendix "C" - Salary Schedule Regulations - Teachers, attached hereto and made a part of this Agreement.

Section 2.

Appendix D Summer School Salary Schedule - Teachers

Summer School employees, excluding employees assigned to the Early Education and Extended Learning Programs and College View School, shall be paid according to Appendix "D" - Summer School Salary Schedule - Teachers, attached hereto and made a part of this Agreement.

Appendix D Summer School Regulations - Teachers

Summer School employees shall be placed on their appropriate schedule (Appendix "D") as provided in Appendix E - Salary Schedule Regulations - Teachers, attached hereto and made a part of this Agreement).

Section 3.

Appendix E Schedule of Rates and Salary Regulations for Extra-Curricular Assignments - Teachers

Regular school year employees specified in Appendix "A" or "B" of this Article with extra-curricular assignments, shall be paid according to Appendix "E" - Schedule of Rates and Salary Regulations for Extra-Curricular Assignments - Teachers, attached hereto and made a part of this Agreement.

Section 4.

Appendix F Special Salary Schedule - Teachers

Regular employees assigned to specific tasks indicated in Appendix "F" - Special Salary Schedule - Teachers, shall be paid according to the schedule which is attached hereto and made a part of this Agreement.

Section 5.

Appendix G Annual Permit Salary Schedule – Early Education and Extended Learning Programs - 225 Days

Regular employees assigned to the Early Education and Extended Learning Programs working 225 days shall be paid according to Appendix "G" - Annual Permit Salary Schedule – Early Education and Extended Learning Programs - 225 Days, attached hereto and made a part of this Agreement.

Appendix H Annual Permit Salary Schedule – Early Education and Extended Learning Programs - 184 Days

Regular employees assigned to the Early Education and Extended Learning Programs working 184 days shall be paid according to Appendix "H" - Annual Permit Salary Schedule – Early Education and Extended Learning Programs- 184 days, attached hereto and made a part of this Agreement.

Section 6.

Appendix I Annual Permit Salary Schedule - College View

Regular permit employees assigned to College View School shall be paid according to Appendix "I" - Annual Permit Salary Schedule - College View, attached hereto and made a part of this Agreement.

Section 7.

Appendix J Annual Salary Schedule - Support Services - Speech/Language/Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses,

Employees shall be paid according to Appendix "J" - Annual Salary Schedule - Support Services, Speech/Language/Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses, attached hereto and made a part of this Agreement.

Appendix K Annual Salary Schedule - Support Services - Counselors

Counselors shall be placed on Appendix "K" - Annual Salary Schedule - Support Services, Counselors, based upon experience and unit requirements. The amount for the Class and Step has been multiplied by 1.13 to determine the salary to be earned. The factor of 1.13 reflects the additional time and days worked by counselors, attached hereto and made a part of this Agreement.

Appendix L Salary Schedule Regulations - Support Services - Speech/-Language/-Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses, Counselors

Employees specified in Appendix "J" and Appendix "K" of this Article shall be placed on their appropriate schedule (Appendix "J" or Appendix "K") as provided in Appendix "L" Salary Schedule Regulations - Support Services, Speech/Language/Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses, Counselors, attached hereto and made a part of this Agreement.

Section 8.

Appendix M Summer School Salary Schedule - Support Services - Speech/Language/-Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses

Summer school employees, excluding counselors, shall be paid according to the Summer School Salary Schedule - Appendix "M," attached hereto and made a part of this Agreement.

Appendix M Summer School Regulations - Support Services - Speech/Language/-Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses

Summer school employees shall be placed on their appropriate salary schedule according to the Summer School Regulations - Support Services, Speech/Language/Hearing/Visual Impairment Specialist, Orientation and Mobility, Nurses, Appendix "M," attached hereto and made a part of this Agreement.

Section 9.

Appendix N Special Salary Schedule - Support Services

Support Services employees assigned to specific tasks shall be paid according to Appendix "N" - Special Salary Schedule - Support Services, attached hereto and made a part of this Agreement.

Section 10. Extended Year Service

For extended year service, work days not covered in Appendix "S" of this Agreement, counselors will be assigned by mutual agreement between the counselor and the site administrator and shall be paid at the individual counselor's hourly rate of pay according to the appropriate placement on Appendix "K."

Section 11. Pay Procedures

Regular pay warrants for employees specified in Appendix "A" and "B" of this Article shall be issued on the first working day of the calendar month beginning in September and concluding in July. The July warrant only may be personally picked up by the employee at the District Administration Center on the first working day of July between the hours of 10:00 a.m. and 2:00 p.m. If the July warrant is not picked up during this time, it will be mailed by U.S. Mail to the address shown on the warrant. Such employee's annual salary shall be divided equally among the eleven (11) monthly pay periods. See Article 22 Section 3 for YRE pay procedures.

Supplemental pay warrants will identify the service rendered and the purpose of each deduction.

Any employee who wishes his/her pay warrant to be delivered in an envelope shall provide the school secretary with an envelope bearing the employee's name for that purpose.

Section 12. Retraining Compensation

Teachers currently teaching with a single credential designation in a field determined by the District to be a potentially excess area for teachers, and who wish to secure an additional credential authorization in a field designated by the District as an area of potential need, may upon advance approval of the Superintendent or designee, be partially compensated by the District for such retraining at the per unit cost currently in effect at California State University or the University of California. The maximum units per year eligible for compensation shall be eight (8) semester units during the school year and/or eight (8) semester units during the summer recess period.

Section 13. Mileage Reimbursement

Employees assigned to more than one worksite per day shall be reimbursed for travel between worksites at the current IRS allowable rate. Such reimbursement shall be adjusted, during the term of the contract only, to conform with changes in the IRS rate. Such adjustment shall be implemented effective July 1 following the IRS rate change.

Section 14. Staff Development Buy-Back

Effective July 1, 2000, and on-going, Schedules A, B, I, J, and K shall be increased by 1%, and the work year for the employees on those schedules shall be increased by two (2) days, but only if both of the following conditions are present:

- a. the State continues to fully fund SB 1193 and its successors, as to the year in question; and,
- b. the District is not disqualified for this funding for any reason.

In addition, if due to employee absenteeism, the costs of the above 1% increase and statutory benefits related to that increase exceed the funding the District receives under SB 1193 and its successors, then, for the following year, the schedules listed above shall be reduced by 1%, and the work year shall be reduced by two workdays. The parties shall meet to negotiate the impact.

The Association shall, no less than three times a year, publish an article in the Association newsletter describing how these staff development days are funded by the State, and the consequences if that funding does not meet the costs related to the 1% salary increase established above because of employee absenteeism.

Section 15. National Board Certification

Employees who achieve, and maintain, National Board Certification shall be eligible for an annual stipend of \$2,500, over and above their regular teacher salary. Those who accept such stipend shall provide 50 hours of additional service annually in training and assistance to other teachers as directed by the District's Professional Development Program office. However, such additional services shall not require additional workdays beyond the employee's regular work calendar except by mutual agreement between the employee and the District's Professional Development Program Management. (The previous \$7,000 bonus is to be replaced by the State bonus and this stipend).

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

Section 1. Full-time Employee Plan Choices

Full-time employees, may upon initial employment or during the annual enrollment period, enroll themselves and/or their qualified dependents in their choice of the following plans:

- a. Effective July 1, 2010, the District shall provide each full-time eligible employee with a maximum annual employer contribution toward health insurance premiums for plans offered by the District of \$13,547. If the employee selects health coverage with a premium cost above the maximum employer annual contribution, such additional premium costs shall be deducted from the employee's payroll warrants in approximately equal amounts over the number of warrants paid in the year as a condition of receipt of coverage. Commencing July 1, 2011 and each year thereafter, the maximum annual employer contribution shall be increased by 8% over the maximum contribution from the previous school year.

Effective with the 2015-2016 school year, plans will not be continued or offered that exceed the Affordable Care Act levels resulting in a luxury tax being imposed (Cadillac Tax), once the luxury tax is implemented. It is understood by both parties that Article 14 remains subject to bargaining and potential plan design changes.

For medical, either Blue Shield Access + HMO or Blue Shield Spectrum PPO. Under either such option, the District contribution applies toward the employee and qualifying dependents.

- b. For dental, either the Delta Dental Plan, CIGNA Dental Plan, or the Safeguard Dental Plan;
- c. For vision, the Vision Service Plan (District contribution applies toward employee only; dependents are at employee's expense);
- d. For life insurance, there is a decreasing term life insurance policy for employee only, which will pay \$52,000 for employees whose death occurs under age 25, and gradually decreases with age to a \$3,900 payment for employees whose death occurs at age 70 or older. This plan also provides for a small payment in the event of a death of a spouse or child.

Section 2. Part-time Employee Plan Choices

Regular employees, who are those working at least one-half time but less than full-time, shall have the plan choices described in Section 1 above, but the District contribution applies toward the employee only and not to dependents. The employee may purchase coverage for qualified dependents under the plans described in Section 1 at his/her own expense.

Note: Unless otherwise noted above, the District is responsible for medical, dental, vision, and life insurance premiums for the plans and benefit levels in place during the 2004-05 benefit year. For

subsequent years, the responsibility for any increase shall be determined through the negotiations process, or, if applicable, through a negotiated compensation formula.

Section 3. Teachers and Temporary Contract teachers shall be eligible for health and welfare benefits as provided in Section 1.a. for the period of the contracted assignment. The District payment shall be calculated on the basis of the fractional portion of the length of the contractual assignment compared with the length of time served by a full-time employee. Selections of the medical plan and the effective date thereof shall be made on the same basis as in Section 1 or 2 of this Article.

Section 4. Under the existing health and welfare insurance plans, a regular contract teacher whose employment terminates following the last day of the school year and before the commencement of the ensuing school year, is entitled to the insurance protection he had selected through September 30 of the ensuing school year.

Section 5. A District Employee Benefits Committee comprised of an equal number of members appointed, respectively, by GTA, CSEA, and GSMA, shall meet at least quarterly to investigate plan benefits and features in the interest of exploring options and reducing and containing the costs of health and welfare benefits. The advisory findings and recommendations of the committee shall be provided to all negotiating teams for consideration.

Section 6. Dependents* who were covered by a District Health Plan at the time of an eligible employee's death shall be permitted to continue enrollment in the District Plan at their own expense (subject to usual dependent rules) at a rate to be established by the District from time to time to reflect fairly the actuarially-estimated cost of such survivor benefits. This benefit shall expire at the earlier of either: (a) Five (5) years from the date of the employee's death, or (b) upon the date the deceased employee would have reached age sixty-five (65).

Section 7. The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article 4 of this Agreement.

Section 8. The Employee Benefits Committee may be asked to study the feasibility of a Health and Welfare Benefit Trust for the purpose of sponsoring benefits beyond age sixty-five (65).

Section 9. Effective January 1, 2005, for purposes of dependent coverage of spouses, the term "spouse" shall also include "domestic partners" as defined in applicable California law. Under such definitions, the term "domestic partner" applies only to qualified State-registered same-sex couples age 18 and over, and to qualified state-registered opposite-sex couples, age 62 or over. Within thirty (30) days of the termination of the domestic partnership in accordance with section 299 of the Family Code, the employee shall notify the District of such termination and coverage for the former domestic partner shall cease on the last day of the month of notice. As a result of the above revision of the term "spouse," the children of a qualified "domestic partner spouse" will be eligible for dependent coverage subject to the same rules as are applicable to children of traditional spouses under the District's various policies of insurance coverage.

*These provisions describe negotiated contract guarantees. Employees, retirees and dependents/-spouse may also have other rights as provided by State and Federal law.

ARTICLE 15 – EARLY RETIREMENT

Section 1. Early Retirement Health Benefits

a. Eligibility

For employees who retire on or after July 1, 2010, and who meet the age, service and other requirements set forth below, and retire from regular District service prior to age 65, the District shall provide health benefit coverage and benefits set forth below, until the end of the plan year in which the employee has reached age 65, or until the employee's death prior to age 65. To be eligible, the employee must meet each of the following requirements:

- (1) Must retire with STRS benefits, after attaining age 55 and before attaining age 65;
- (2) Must have been employed by the District on a regular full-time basis for the ten (10) year* period immediately preceding retirement. Paid leave and military leave count as active employment for this purpose; unpaid leave status does not count toward the ten-year service requirement, but does not constitute a "break" in the consecutive years' requirement;
- (3) Must, as of the time of retirement, have been eligible for, and covered under, one of the District-sponsored benefit plan options;
- (4) Must, at the time of retirement and annually thereafter, notify the District's Human Resources Office of his or her desire for coverage, and of the retiree's current address; such notification is a requirement for continued coverage;
- (5) Must not have accepted coverage for health benefits pursuant to any other employment by another employer; and
- (6) The retired employee or dependent must not have dropped coverage (there is no re-enrollment privilege for those who have dropped coverage).

b. Benefits

Effective for employees retiring on or after July 1, 2014, all medical plan benefits provided to current active employees will be available to qualified retirees. When the qualified employee retires, the District will contribute \$14,000 annually toward the employee's choice of medical benefits and the contribution shall increase yearly by the same percentage of increase given to active employees. The early retiree may elect to purchase whatever level of medical coverage they wish on behalf of the retiree and his or her dependents, subject to the retiree contribution for any excess amounts beyond the District's contribution established above. Retirees may not cash out any unused District contribution. The dental insurance and the vision plan coverage (VSP) is paid by the District on behalf of the retiree only. The carriers, plans and specific benefits covered

thereby shall be the same as that provided to active District employees under the then-current District plan.

*For retirements commencing prior to July 1, 2000, the service requirement shall be nine (9) consecutive years.

c. Added Coverage for Dependents

For those of the above coverages which the District does not provide for dependents, the early retiree may at his or her own expense enroll eligible dependents for the duration of the early retiree's own period of coverage. Upon completion of eligibility under this program, the retiree and/or dependents shall be granted conversion rights at their own expense, under the COBRA statute. If the early retiree dies before reaching age 65, the surviving covered dependents shall be entitled to continue their existing coverages, at their own expense, pursuant to the COBRA statute.

Section 2. Post-Retirement Employment Option

a. Eligibility

Early retirees who meet the eligibility requirements for the above early retirement health benefits coverage may apply for this part-time post-retirement employment program. Such applications must be made on or before June 1 immediately preceding the commencement of their early retirement. Participation shall be at the initiation of the employee, and at the discretion of the District, and shall be governed by an individual contract which shall meet the standards of this section. Participation shall be for a maximum of five (5) consecutive years, or until age 65, whichever occurs earlier.

b. Services

The services to be performed shall be for a total of 25 days per year, in assignments determined by the District, in its discretion, to meet District needs. Such assignments are to be reviewed and determined annually by the District, after giving consideration to the retiree's stated preferences. Such assignments shall normally be for daily blocks of time, unless the nature of the assigned duties indicates otherwise (e.g., a kindergarten-related assignment may involve half-day blocks of time); however, duties shall be assigned in blocks of not less than three hours.

c. Compensation

Participants shall be paid a daily rate (for each full day) of \$200 per day, but not to exceed \$5,000 for any one school year. Health benefits coverage is determined by Section 1 above, independently of participation in this employment program. The above post-retirement services do not constitute regular employment or count toward STRS coverage, contributions or benefits.

ARTICLE 16 - PARTNERSHIP TEACHING

Section 1. Two permanent employees may jointly apply for a partnership teaching position pursuant to which they would share the responsibility for one full-time position. For example, at the secondary level each could teach three periods; at the elementary level additional arrangements might be possible, including but not limited to a schedule of alternating days or clusters of days of instruction, and overlapping schedules. The application should state in detail how the applicants would insure close cooperation in such matters as planning; teaching; evaluating; communicating with one another and with parents, staff and administration; and performing supervisory and extra-curricular duties.

Section 2. The Board of Education may, in its sole discretion, determine whether any proposed partnership teaching plan enhances the educational program enough that it should be approved. Partnership positions are not established or renewed until both the applicants and the District have agreed upon the plan, and shall be subject to review and renewal each year upon such terms as the parties may agree. The employees shall be permitted to return to their regular status at the completion of any year.

Section 3. Salaries shall be prorated; health and welfare benefits shall be as provided in Article 14, Section 2. For purposes of this plan, an employee on an alternating day schedule shall be deemed to have met the requirements for step advancement if he or she was in paid status for 75 percent of the days which he or she was scheduled to work during the school year.

ARTICLE 17 - EMPLOYMENT, RESIGNATION, LAYOFF

Section 1. Employment

College View School and Early Education and Extended Learning Programs employees who have earned the appropriate credentials shall be permitted to compete for open positions in the regular K-12 and Special Education programs. They shall have the right to file an application, be interviewed, and be considered for such positions before a final decision is made.

Section 2. Resignation and Re-Employment

An employee's written notice of resignation shall be final and effective immediately upon receipt by the Superintendent or designee. Permanent employees who resign and who are reemployed within thirty-nine (39) calendar months shall receive full salary and sick leave credit for all previous years of credited service in the District at the time of their resignation, and transferable sick leave from other Districts in California. Seniority shall be as determined by applicable law.

Section 3. Layoff

At the time of the recommendation of the Superintendent to the Board of Education and notification to the employees of a reduction of employees for economic necessity or for loss in Average Daily Attendance, the District shall provide the Association with the specified reasons for the proposed reduction together with the names, order of employment dates, work site of every affected employee, a list of employees who are on leaves of absence, and a list of those employees on leave of absence that have, at this time, notified the District of their intent to return to duty the ensuing school year. The District shall further provide the Association with the number of employees who have, at this time, submitted their resignation or retirement for the close of the school year to the District.

ARTICLE 18 – PEER ASSISTANCE AND REVIEW PROGRAM

Section 1. Intent and Purpose

The legislative purpose of the California Peer Assistance and Review Program for Teachers ("PAR") is to improve the education of students by improving the classroom performance of teachers. This Article is intended to implement the programmatic and funding requirements of PAR, effective July 1, 2000 as they relate to veteran teachers, and also to continue, within the funding framework of PAR, the support services for beginning teachers provided the Beginning Teacher Support and Assessment Program and the new Pre-Intern Program. The provisions of this article shall be applicable to any implementation by the District of PAR, but shall not compel the District to implement or fund PAR to any extent greater than the State's funding level. In the event that PAR funding is "block granted" by the State, the District reduction in PAR expenditures shall not be greater than the proportionate State reduction of overall funding for the programs with which it is "blocked."

Section 2. Peer Assistance and Review Panel

There shall be a District-wide joint teacher-administrator Peer Assistance and Review Panel ("the Panel") comprised of the Association President or designee, four other permanent classroom teachers to be selected by the Association, and four administrators to be selected by the Superintendent. Of the teachers on the Panel, at least two shall be from the elementary level and two from secondary. As to the administrators, two shall be from the elementary level and two from secondary.

Panel Members shall serve three-year renewable terms staggered for purposes of continuity. Any administrator assigned by the District to coordinate the PAR Program activities shall be a non-voting, ex-officio member of the Panel to assist in implementing and communicating the Panel's actions, and to act as liaison to District management. Teacher members of the Panel shall conduct business on a paid released time basis, or at the District-initiated Special Projects hourly rate for work outside instructional time, and shall receive mileage reimbursement for required travel within the District for PAR business.

The functions of the Panel shall be:

- a. Selection of Consulting Teachers, at the conclusion of a selection process which includes classroom observation (by one or more members of the Panel) of final applicants. The Panel shall also be responsible for reviewing the consulting assignments of the Consulting Teachers, assessing the effectiveness of each Consulting Teacher and determining renewal/non-renewal of Consulting Teacher terms of service. The Panel shall elect its chair who shall schedule and preside over Panel meetings. The Panel may also establish operating rules and procedures, consistent with this Article. The Panel shall operate by consensus in making all decisions, but if a consensus is not possible may act by majority vote of those present;
- b. Annual review and evaluation of the impact and effectiveness of the PAR program, the Beginning Teacher Support and Assessment Program, and the Pre Intern Program, and submission to the Board of Education of recommendations for improvement of such Programs. This process may include interviews or surveys of program participants;
- c. Review peer assistance reports prepared by Consulting Teachers; and

- d. Make reports and recommendations to the Superintendent and Board of Education regarding the progress of the referred participants in the PAR Program, including a confidential report (as required by law) to the Superintendent and Board of Education of the name(s) of any referred teachers who have not demonstrated satisfactory progress within the year following referral. Any such report shall be treated as confidential, and shall not itself serve as the factual or legal basis for any further proceedings or be admissible in any termination proceedings, unless the teacher asserts that he or she has not received adequate assistance or support.

Section 3. Selection Criteria for Consulting Teachers

In selecting Consulting Teachers the PAR Panel shall consider applicants who are credentialed permanent classroom teachers with substantial recent experience in classroom instruction, including at least three years' such experience with the District. Selection shall be based upon the candidates' academic preparation, teaching and mentoring experience, demonstrated exemplary teaching ability, subject matter knowledge, communication and interpersonal skills, organizational skills, and the mastery of teaching strategies necessary to meet the needs of pupils in varying contexts. Final candidates shall be observed by Panel member(s) in the classroom setting. Transcripts of college and graduate work, letters of recommendation and prior performance evaluations shall also be considered. Members of the Panel are ineligible to apply for Consulting Teacher while serving on the Panel, and Consulting Teachers while so serving shall not be eligible to serve as Panel Members. Consulting Teachers shall be assigned to renewable annual terms.

Section 4. Consulting Teachers' Terms of Service and Duties

Teachers deemed qualified by the PAR Panel to be Consulting Teachers will be assigned to an annual pool for potential Consulting Teacher service. Consulting Teacher assignments will be distributed as needed among the various grade levels, subject fields and schools with a reasonable effort to match locations of Consulting Teachers with those of PAR participants being served. Such assignments will be made by the Coordinator of Professional Development, subject to approval and monitoring by the PAR Panel. Those in the pool who are not assigned a Consulting Teacher caseload will be eligible for renewal under the same criteria as those who are assigned a caseload. Formative assessment training is required of all teachers in the eligible pool. Such training will be paid at the substitute rate if on unassigned time; if on assigned instructional time, released time shall be provided.

Consulting Teachers shall perform the following duties pursuant to oversight of the Panel and direction of the District's Coordinator(s) of Professional Development:

- a. Provide peer assistance and support to beginning newly credentialed teachers, fully credentialed teachers new to the District, and Pre-Intern teachers, including observations, consultations and guidance. Services to such individuals shall not result in the preparation or submission of reports (regarding the teacher's performance) to the Panel or to the District.
- b. Provide peer assistance and confidential guidance to permanent teachers who have requested same, including observations, consultations and guidance. Services to such individuals shall not result in the preparation or submission of reports (regarding the teacher's performance) to the Panel or to the District.

- c. Provide peer assistance and guidance to permanent teachers who have been referred to the PAR Program after having received an overall unsatisfactory performance evaluation based upon performance problems in the area(s) of subject matter knowledge, classroom management, teaching strategies or teaching methods and instruction. (Other types of unsatisfactory performance, such as misconduct or unlawful behavior, will not normally be regarded as included within PAR Program purview). Such referred teachers shall be permitted to select their designated Consulting Teacher from a list of three Consulting Teachers provided by the Coordinator of Professional Development.
- d. Consulting Teacher services shall include multiple observations of the teacher during periods of classroom instruction; written monitoring of progress; coaching/counseling the teacher; recommendations to the teacher as to instruction materials, lesson plans, teaching methods and practices; and activities such as observations of exemplary teachers and participation in staff development activities and training programs. All of such efforts are to be consistent with school and District curriculum and expectations, and shall also be consistent with the goals, objectives and recommendations established by the teacher's administrative evaluator. The Teacher Consultant, the referred teacher and the evaluator shall meet and discuss such matters in order to align and coordinate the assistance being provided.
- e. Reasonable released time, charged to PAR program funds, shall be provided to permit the Consulting Teacher to conduct classroom observations of the Participating Teacher, and to permit the Participating Teacher to observe other teachers.
- f. The final report by the Consulting Teacher as to a participating teacher's involvement in the PAR process, including a description of the assistance provided, shall be prepared in writing and submitted to the teacher, to the administrator-evaluator, and to the Panel. The report will be made available for placement in the personnel file of the teacher only at the request of the teacher. The report shall not itself be included or referenced in the teacher's evaluation or in any teacher-termination proceedings, unless the employee claims that he or she received inadequate support and assistance.
- g. Perform other related assistance, guidance and review duties as assigned, including occasional demonstration lessons and professional development activities.
- h. All District performance evaluations shall remain the sole responsibility of administration. The Consulting Teacher is not to conduct or participate in the District's annual evaluations of the employees to whom the Consulting Teacher is assigned. Consulting Teacher assistance and guidance is expected to be among the recommendations for assistance and improvement as part of the Stull Act evaluation process for some veteran teachers; however, neither Consulting Teacher assistance, assessment, recommendations, or report, nor any particular observations, findings or conclusions of the Consulting Teacher, shall be treated as a pre-condition for any teacher-termination proceedings. Also, such matters shall not be introduced or treated as evidence in any teacher-termination

proceedings unless the employee claims that he or she received inadequate support and assistance.

Section 5. Consulting Teacher Terms and Compensation

Consulting Teachers will be compensated in a manner commensurate with their caseload up to a maximum of \$6,000 per school year. Caseload maximums for Consulting Teachers shall be defined by the following criteria:

- a. \$750 per year for support service to each credentialed teacher new to the District or other permanent credentialed teacher who has voluntarily entered the PAR program;
- b. \$1,500 per year for support service to each BTSA/Induction teacher; and
- c. \$3,000 per year for support service to each Referred Teacher.

In return for this compensation, it is expected that the Consulting Teacher will provide 25 hours per year of service beyond their regular full-time instructional duties for each new teacher or volunteer, 50 hours per year for each BTSA Induction teacher and 100 hours per year for each referred teacher. It is also expected that each Consulting Teacher will contribute an additional six hours of professional development training per year and attend all Consulting Teacher meetings. All Consulting Teacher compensation will be paid as a stipend twice annually. Such payments will be prorated to reflect service of less than the full year's required hours. A Consulting Teacher's stipend becomes activated at the time the caseload is assigned.

Section 6. Protections for Panel Members and Consulting Teachers

No Consulting Teacher duties, or PAR Panel duties, shall be deemed to constitute either management or supervisory functions under Government Code Section 3540.1 (g) and/or (m). The District shall provide such persons with legal indemnity from liability (including District paid defense), pursuant to Government Code Section 810, as to claims or liabilities arising out their performance of their PAR Program functions. Performance evaluation and any resulting disciplinary or termination proceedings remain exclusively the responsibility of administration. No actions or inactions of the Panel and/or Consulting Teachers are subject to employee grievance or arbitration claims, or any other claims by or on behalf of employees.

Section 7. Amendments to this Article

In order to facilitate timely ongoing development of the PAR program in accordance with program needs, sections of this Article may be re-opened for modification at any time upon the mutual consent of both parties.

ARTICLE 19 – SCHOOL BASED MANAGEMENT

Section 1. Consensus Defined

As used in this article, the term consensus means that a designated group understands and either affirmatively supports or is willing to implement a group-made decision, even though some individuals question or oppose the resolution. Every reasonable effort shall be made to reach unanimity. If the group or faculty is unsuccessful in doing so, but 75% of them are willing to move ahead with the proposed plan of action, then such resolution shall be considered consensus. Any such resolution shall be implemented with an evaluation process and subject to future review based upon experience and/or evaluation results. The Association and the District recognize consensus as the most effective in promoting cooperation and commitments.

Section 2. School Plan Procedures

The School Site Council or equivalent (hereinafter the Site Council) has the responsibility for the development of the school plan. For the purposes of preparing the school plan, the Site Council may augment its membership in order to assure appropriate representations from school staff, parents, community members, and students at the secondary level. The composition of the group should reflect the racial, ethnic, and socio-economic diversity of the school community and must include a GTA representative or designee.

The Site Council will prepare the site plan, which will consist of a school mission statement, a summary of the needs assessment, the identification of school wide objectives, and the school strategies necessary for attaining the school objectives. The plan shall also contain an implementation schedule and budget.

All School Site Council decisions regarding the school plan shall be made by consensus, as described in Section 1, above.

Section 3. District Review Committee (DRC)

- a. If a School Plan contains a proposal(s) for decision-making authority at the building level now exercised at the District level, or if the School Plan contains a proposal(s) in conflict with current law, Regulations, School Board Policy, or a Collective Bargaining Agreement, such aspects of the plan shall be submitted to the District Review Committee (DRC).
- b. The DRC shall be established no later than August of each year. The composition of the DRC shall be three (3) classroom teachers appointed by the Association, three (3) administrators appointed by the District, and three (3) representatives of other groups (2 parents and one classified employee).
- c. The DRC shall be jointly chaired by one member appointed by the Association and one member appointed by the District.
- d. The DRC shall have the following functions and responsibilities:
 - (1) Develop and implement school-based management waiver proposal criteria.

- (2) Review, evaluate, and make recommendations to the Board of Education regarding those individual school proposals for school-based management which are described in (a) above.
 - (3) Consider and make recommendations regarding training related to school-based management.
- e. All DRC decisions shall be made by consensus, as described in Section 1 above.
- f. If the DRC makes a recommendation for a waiver of this Agreement, it shall be submitted in writing to the District and the Association for approval. If a proposal approved by the Association, and adopted by the District, is in conflict with the current contract, the contract shall be deemed amended accordingly. Such amendment shall be for specific period of time and limited to the specific work site, and shall itself be subject to enforcement under Article 6 of this Agreement.

ARTICLE 20 – PROFESSIONAL GROWTH

Section 1. Applicability

This Article applies only to those employees who hold or receive Professional Clear Multiple Subject or Single Subject Teaching Credential. Such credentials have an issue date of September 1, 1985, or later.

Section 2. Basic Requirements

Those employees to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This plan must be completed, documented and verified within the five (5) year period during which the Professional Clear Credential is valid, and is a condition which must be met for credential renewal.

Section 3. Content of Plan

Each employee who obtains a Professional Clear Credential after August 31, 1985, shall develop a Professional Growth Plan. The content of the Plan must clearly fit one or more of the following domains of professional growth in education.

- a. A subject or subjects the employee teaches, or reasonably expects to teach in kindergarten or in grades one (1) through twelve (12).
- b. A field of specialization in which the employee serves or reasonably expects to serve, in kindergarten or in grades one (1) through twelve (12).
- c. Concepts, principles and methods of effective teaching, curriculum and evaluation in kindergarten or in grades one (1) through twelve (12).
- d. Concepts and principles of physical, intellectual, social and emotional development among children and youth.
- e. Concepts and principles of human communication, learning motivation and individuality.
- f. Language and cultural backgrounds of groups of children and youth who attend California schools.
- g. Concepts and principles of effective relationships among schools, families and communities.
- h. Roles, organization and operation of public education and of institutions that promote public education.

Section 4. Categories of Activities for Implementation of Plan

Acceptable categories of activities for implementation of a Professional Growth Plan are defined below. Activities must be chosen from two or more of the categories. See the State publication entitled California Professional Growth Manual for detailed information regarding types of activities.

- a. Completion of one or more college or university courses.
- b. Conferences, workshops, teacher center programs, or staff development programs.
- c. Systematic programs of observation and analysis of teaching.
- d. Service in a leadership role in an educational institution.
- e. Service in a leadership role in a professional organization.
- f. Educational Research and Innovation.
- g. Participation in a professional exchange program in which the employee changes positions with another educator for an extended period of time.
- h. Participation in alternative work experience programs, paid or volunteer, in which the employee fulfills new professional responsibilities for a specified period of time.
- i. Participation in a program of independent study, provided that the employee investigates a specified aspect of education, produces a written report or other tangible product, and evaluates the independent study and its product.
- j. Creative endeavors, provided that the employee creates a tangible product that exhibits originality of thought and execution, or exhibits a creative talent while participating in a group production, and provided that the creative endeavors directly relate to a subject or student group the employee teaches or reasonably expects to teach.
- k. Cultural experiences such as attendance at museums or musical, dramatic, or dance productions, or cross cultural immersion in the language and culture of an ethnic or national group, provided that each experience directly relates to a subject or student group the employee teaches, or reasonably expects to teach.

Section 5. Definition of Clock Hours

A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.

Section 6. Submission of Plan

Prior to beginning an activity which could accumulate clock hours, the employee shall submit the proposed plan to the Principal or Assistant Principal who shall act as the Professional Growth Advisor. The Plan is to be submitted on the Professional Growth Plan and Record Form provided by the Commission on Teacher Credentialing. If the proposed plan is in conformance with 3 and 4 above, the Advisor shall sign off on the proposed plan. If the proposed plan is not in conformance, the reasons for non-conformance shall be stated in writing by the Advisor. If the employee desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.

Section 7. Approval or Disapproval of Plan

The Advisor shall approve or disapprove proposed plans independent of any performance evaluation, and an employee's compliance with the plan does not assure continued employment.

Section 8. Verification of Completion of Activities

Upon completion of the activities, the employee shall submit for verification to the Advisor the completed Professional Growth Plan and Record Form together with reasonable verification of time spent for each activity.

Section 9. Continuance of Plan

Once a professional growth plan has been signed by the employee's Advisor, it shall continue in force regardless of any change in the Advisor, any change in assignment, or any transfer from one site to another.

Section 10. Professional Growth Appeal Panel

A District-wide Professional Growth Panel shall be established to act as an appeal body to resolve disputes between an employee and Advisor, and shall be constituted as follows:

- a. Two (2) employees, one (1) elementary and one (1) secondary, appointed by the Association.
- b. Two (2) administrators, one (1) elementary and one (1) secondary, appointed by the District.
- c. A non-voting management designee appointed by the District to implement convening the Panel and providing necessary arrangements and materials for the Panel members.
- d. Panel members shall be appointed for either a two (2) or three (3) year period, with the Association and the District designating the alternating terms of each of its two (2) members.

If the Panel is unable to make a decision within five (5) working days, or the decision is unacceptable, the employee may appeal the decision to the State Commission on Teacher Credentialing.

ARTICLE 21 - 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.

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, 2014 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 \$300 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 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.

ARTICLE 22 – YEAR-ROUND EDUCATION

Section 1. Off-Track (Intersession) Substitute Teaching

All Glendale teachers, when in a non-paid status (Intersession, for year-round teachers; summer, winter recess and spring recess for traditional teachers), may substitute in other District classes, if they so desire, under the following conditions:

- a. Those desiring to substitute must indicate their intention in writing on the appropriate District form. The form must be received in the Office of Human Resources on or before five (5) working days prior to the desired time of substituting.
- b. Those substituting on a day-to-day basis shall be paid the regular day-to-day substitute rate, as established by the District from time-to-time, plus an additional stipend of fifteen dollars (\$15) per day. On the 11th and subsequent days, this rate shall increase to the then-current long term substitute rate, plus an additional stipend of fifteen dollars (\$15) per day.
- c. Such employees shall be limited to a maximum of forty (40) substitute days between July 1 and June 30.
- d. Teachers compiling over twenty (20) days of substitute teaching in a single year, between July 1 and June 30, shall have their annual sick leave allocation increased by one (1) additional day, for a total of eleven (11).
- e. A regular teacher who has volunteered to serve as a day-to-day substitute during his/her non-paid time, is not covered by any provisions of the Agreement except Section 1 of this Article.

Section 2. Pay Procedures

Regular pay warrants for teachers in Year-Round Education schools shall be issued on the first working day of the calendar month beginning in August and concluding in the following July. The annual salary shall be divided by twelve (12) to equalize the monthly payments throughout the fiscal year. Teachers on intersession on the first working day of the calendar month may personally pick up their pay warrant at their assigned school. If the warrant is not picked up on the day the warrant is issued, it will be mailed by U.S. Mail to the address shown on the warrant unless the employee has provided the District Financial Services Office, by the last day of the preceding month, with a self-addressed envelope indicating an address other than that on the warrant.

Section 3. Health and Welfare Coverage

The appropriate health and welfare coverage for teachers in Year-Round Education schools shall become effective on the first day of the month following the beginning of their assigned work year. This provision applies to teachers who begin their work year in a classroom teaching assignment or on intersession.

Section 4. Elementary Physical Education

- a. Elementary Physical Education Teachers in YRE Schools who are assigned additional instructional days in July and/or August beyond the regular instructional days in the traditional school schedule, shall be paid at their regular daily rate of pay only for the actual additional instruction days of work. Teachers with the extended assignments shall also work the five (5) additional non-instructional days required to complete the regular work year (186 days) of all other teachers in the District.
- b. Elementary Physical Education teachers assigned as twelve (12) calendar month employees, shall be compensated at the daily rate of pay for 225 work days. The work year shall begin July 1 and end the following June 30. The instructional release time Physical Education program for teachers in grades 4, 5, and 6 will begin no later than Monday of the second full week of student attendance.
- c. Elementary Physical Education (P.E.) teachers who prefer to reduce their work (and pay) to 210 days shall be permitted to do so prior to the start of the new work year. The reduction of days shall be taken in one consecutive block of days. The request for the reduced work year must be received in the Human Resources Office by April 1 of the current school year. A substitute shall be provided to replace the teacher absent from duty.

Section 5. Extended Year Assignments

Effective July 1, 1994, the work year for Special Education teachers assigned to the Resource Specialist Program (RSP) in Year-Round Education schools shall be 202 days. The additional days beyond 184 shall be paid at the regular daily rate of pay.

Effective July 1, 1995, the work year for Speech/Language/Hearing Specialists assigned in Year-Round Education schools shall be 202 days. The additional days beyond 184 shall be paid at the regular daily rate of pay.

Section 6. Rover Regulations

a. Definition

The term "Roving" teacher as used herein refers to those teachers who do not have a permanent room assigned and therefore are required to change classrooms each time any of the tracks goes off track. The term does not encompass those whose classroom assignments rotate on a less frequent basis, nor does it encompass "traveling teachers."

b. Regulations

- (1) One Rover track will be established. It shall be either C or D track for 1991-92.
- (2) Effective July 1, 2000, the total yearly stipend for the Rover will be \$600 annually, and "host teacher" stipend \$100 annually. If a Rover assignment is designated for less than one (1) full year, the stipend shall

be prorated accordingly. Host teachers, as distinguished from Roving Teachers, are those employees who must break down their classrooms and store their instructional materials when going-off track because a Roving Teacher will be using the classroom.

- (3) The Rover teacher shall have no required committee assignments.
- (4) The Rover teacher will be required to maintain only one classroom bulletin board which will be utilized to display student work.
- (5) The Rover teachers' participation in school-wide displays shall be voluntary. The District and the Association recognize the value of displaying student work.
- (6) Additional custodial assistance will be provided to Rover teachers when the Rover moves into a different room.
- (7) Due to the extra effort and time associated with having two classes in the same classroom, kindergarten classes will not be involved in "roving" situations unless a lack of other permanent classroom space makes it a necessity. While off-track, a teacher's classroom may be used for other activities.
- (8) If more teachers are assigned to the Rover Track than are needed as Rovers, priority to be a non-rover will progress upward by grades, beginning at K, K/1, 1, 1/2, etc.

Section 7. Intersession

Should District Intersession activities be implemented at Year-Round Education schools, through Unrestricted General Fund or new funding sources, the District and the Association agree to meet and negotiate issues relating to such activities.

Year-round school intersession teachers in the categorical program(s) shall be selected from volunteers and shall be compensated pursuant to the Categorical Project Instruction rate defined in Appendix E. Volunteers from the individual site shall be given first consideration over volunteers from other sites.

Section 8. Communications

- a. All employees shall receive copies of all district communications at their work sites on designated distribution dates.
- b. When distribution of District communications takes place on other than designated distribution dates, off-track employees shall receive copies of district communications by U. S. Mail at their designated home or vacation addresses.
- c. The site administrator with staff input, including classroom teachers, will implement a plan to communicate with off-track teachers.

Section 9. Notice to Begin or Terminate Year-Round Schools

- a. Notice of change of a school site to or from a year-round calendar shall be given to employees eighteen (18) months in advance of such change.
- b. Employees in schools converting to a year-round multi-track calendar shall be notified prior to Winter Recess of their track and grade assignment for the following year.

Section 10. Year-Round School Committee

The District and the Association agree to establish a Year-Round School Committee (YRSC) to meet four (4) times each year, or on an as-needed basis, and discuss matters of concern to year-round schools. This committee shall consist of four (4) members to be appointed by the Association and four (4) members to be appointed by the District.

ARTICLE 23 - DURATION AND TERMINATION

1. This Agreement shall be the successor Agreement of the parties for the period July 1, 2017 through June 30, 2020.
2. Negotiations for the 2017-2018 school year have been completed.
3. The parties shall exchange initial proposals for reopener negotiations for the 2018-2019 school year on wages, health and welfare benefits, calendar, and one other article specified by each party no later than September 1, 2018, and shall commence reopener negotiations on these items no later than October 1, 2018.
4. During the term of this Agreement, either the District or the Association may reopen negotiations for the 2019-2020 school year on wages, health and welfare benefits, calendar, and one other article specified by each party. Written notice to reopen must be provided to the other party.
5. Initial proposals for a successor Agreement commencing July 1, 2020 shall be exchanged by the parties no later than September 1, 2019. The parties shall commence negotiations for a successor Agreement no later than October 1, 2019.

Glendale Unified School District

Glendale Teachers Association/CTA/NEA

Dr. Cynthia McCarty-Foley
Stephen Dickinson
Suzanne Risse
Hagop Eulmessekian
Zepure Hacopian

Steven Field
Lenore Piskel
Angelina Thomas
Sarah Morrison
Vahe Tcharkoutian
Sonya Lowe

By _____
Assistant Superintendent, Human Resources

By _____
Executive Director, Glendale Teachers Assoc.

Adopted by the Board of Education on
September 13, 2010

Ratified by the Association on
September 9, 2010

By _____
President, Board of Education

By _____
President, Glendale Teachers Association