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49	<b>ARTICLE 1: AGREEMENT</b>	

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1.1 This Agreement is between the Garvey School district (hereinafter referred to as “District”) and the Garvey Education Association/California Teachers Association/National Education Association (hereinafter referred to as “Association”).

**ARTICLE 2: RECOGNITION**

- 2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of Certificated Employees recognized by the Board of Education at their special meeting of May 18, 1976.
- 2.2. Positions included/excluded for the Bargaining Unit are attached as Appendix A.

**ARTICLE 3: ORGANIZATIONAL SECURITY (FAIR SHARE)**

- 3.1 Any unit member who is a member of the GEA/CTA/NEA, or who has applied for membership, shall sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary warrant of the unit member each month for ten (10) months.  
  
Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 3.2 Any unit member who is not a member of the GEA/CTA/NEA, 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 within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments. This fee is payable to the Association in one lump sum cash payment in the same manner as required for the payment of cash membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.1
- 3.3 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 3.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided

1 in Education Code Section 45061, and in the same manner as set forth in  
2 Section 3.1. There shall be no charge to the Association for such  
3 mandatory agency fee deductions.  
4

5 3.4 Any unit member who is a member of a religious body whose traditional  
6 tenets or teachings include objections to joining or financially supporting  
7 employee organizations shall not be required to join or financially support  
8 GEA/CTA/NEA as a condition of employment; except that such unit  
9 member shall pay, in lieu of a service fee, sums equal to such service fee to  
10 one of the following nonreligious, non-labor charitable organizations  
11 exempt from taxation under Section 501 (c) (30) of Title 26 of the Internal  
12 Revenue Code:  
13

- 14 1) Foundation to Assist California Teachers
- 15 2) Dorothy Morris Byerly Scholarship Fund
- 16 3) Family Counseling Service of West San Gabriel Valley  
17

18 3.5 Proof of payment and a written statement of objection along with  
19 verifiable evidence of membership in a religious body whose traditional  
20 tenets or teachings object to joining or financially supporting employee  
21 organizations, pursuant to Section 3.3, shall be made on an annual basis to  
22 the Association and District as a condition of continued exemption from  
23 the provision of Sections 3.1 and 3.2. Proof of payment shall be in the form  
24 of receipts and/or canceled checks indicating the amount paid, date of  
25 payment, and to whom payment, in lieu of the service fee, has been made.  
26 Such proof shall be presented on or before October 31 of each school year.  
27

28 3.6 Any unit member making payments as set forth in Sections 3.4 and 3.5,  
29 and who requests that the grievance or arbitration provisions of this  
30 Agreement be used in his or her behalf, shall be responsible for paying the  
31 reasonable cost of using said grievance or arbitration procedures.  
32

33 3.7 With respect to all sums deducted by the District pursuant to Sections 3.1  
34 and 3.2, whether for membership dues or agency fee, the District agrees to  
35 remit promptly such monies to the Association, accompanied by an  
36 alphabetical listing of unit members for whom such deductions have been  
37 made, categorizing them as to membership or non-membership in the  
38 Association, and indicating any changes in personnel from the list  
39 previously furnished.  
40

41 3.8 The Association agrees to furnish any information needed by the District  
42 to fulfill the provisions of this Article.  
43

44 3.9 Hold Harmless  
45

46 3.9.1 The Association agrees to pay to the District all legal fees and legal  
47 costs or court costs incurred in defending against any court action  
48 and/or administrative action before the Public Employment  
49 Relations Board challenging the legality or constitutionality of the  
50 agency fee provisions of this Agreement or their implementation.

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3.9.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 3.9.1 shall or shall not be compromised, resisted, defended, tried or appealed.

3.9.3 The Association shall have, at its option, the right to provide an attorney for the legal defense referred to in Paragraph 3.9.2.

## ARTICLE 4: WORK YEAR

4.1 The work year for all unit members, except school psychologists, shall consist of one hundred eighty three (183) service days, which shall include one hundred eighty (180) instructional days, one (1) unit member orientation day and two (2) parent conference days. The work year for school psychologists shall be 198 days. See Appendix C and C1 - School calendar(s) for traditional school year (Appendix C) and single-track year round education (Appendix C2). Also refer to additional language on year round education service days and daily instructional minutes in Article 30.

### 4.1.1 Parent Conferences (Two days per year)

The work year calendar (Appendix C and C2) will schedule the two parent conferences on a Friday following the 1<sup>st</sup> and 3<sup>rd</sup> quarter or the 1<sup>st</sup> and 2<sup>nd</sup> trimester grading periods.

4.2 There shall be three (3) voluntary staff development days (18 hours) (or days equal to amount established by the legislature) scheduled each school year beginning with the 1999-2000 school year. These “days” shall be known as Staff Development Days as established by the *State Instructional Time and Staff Development Reform Program*.

4.2.1 A Staff Development “Day”, for the purpose of implementing this section, will be divided into hours. A Staff Development “Day” shall be considered complete after the accumulation of 6 hours, not including lunch or break periods.

4.2.2 The District Staff Development Office will organize and schedule appropriate staff development hours for eligible unit members.

4.2.3 Unit members will be able to attend site specific professional development and/or district professional development designed and based on identified needs of students to fulfill the requirements established within this Article.

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Unit members will be offered an opportunity to select from three (3) days of inservice. The number of district site days will be determined by the instructional needs. The composition of the District/Site will be determined at the bargaining table. Inservice hours will not exceed eighteen (18) hours per year.

Unit members will be encouraged to attend their site program. However, unit members will be notified of all district and site offerings/trainings by the end of the school year or by U.S mail postmarked no later than July 1.

Unit members may attend workshops at the district or at other sites with prior notice if there is room/resources available and if the other workshops better meet unit member's professional development needs.

Site members have first priority for workshops at their worksite. A make-up day(s) will be provided for each District Staff Development Day.

Unit members wishing to attend a workshop offering at another site shall notify the Principal at the workshop site in writing by July 17th of the current work year. Such unit members shall be selected on a first come, first serve basis. Members must notify the appropriate supervisor if unable to attend the scheduled workshop.

Both parties mutually agree and understand that the District Staff Development Program is not an individually designed program and must be organized through the District.

- 4.2.4 Staff development hours will be offered after the instructional day, some Saturdays, and/or other non-instructional days.
- 4.2.5 Eligible unit members who verify their attendance in hours that total a full day (6.0 hours) will receive an additional bonus adjustment. Eligible unit members must personally sign-in and out of each staff development session to verify their attendance for state reimbursement and audit purposes. Unit members must sign-in within ten (10) minutes of the start of a staff development session. There will be no sign-ins allowed 10 minutes after the beginning of the staff development session.
- 4.2.6 The amount of the off schedule bonus shall be determined by the eligible unit member's placement on the salary schedule as of May 1<sup>st</sup>, excluding bilingual stipends and/or recruitment bonus. To be eligible for the additional off schedule bonus adjustment, eligible unit members must complete the voluntary Staff Development Day(s) hours by April 1<sup>st</sup> as follows:
  - 6 hours = 1 day

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12 hours = 2 days  
18 hours = 3 days

There shall be no payment for partial day attendance. The parties agree to round all figures to the nearest dollar amount.

4.2.7 The amount of the bonus adjustment will be determined after the total amount of staff development funding is generated by verifiable attendance records of eligible unit members as of April 1<sup>st</sup> of the current work year. At the time of this agreement, the state will pay the District \$274.00 for each full day of verifiable eligible unit member participation for up to three days. Should the legislature increase the daily amount beyond \$274, the new amount shall be utilized to determine the total amount of money to be distributed.

4.2.8 The following method shall be utilized to determine the amount of off schedule bonus to be paid to eligible unit members:

a. The parties shall agree upon the gross amount of the staff development funding generated by eligible members no later than May 1<sup>st</sup> of the current work year.

b. Upon agreement of the gross amount of the staff development funding, the parties agree to reduce the amount of the fund by the statutory benefit costs in effect at that time.

c. The remaining funds in the staff development funding will then be divided by the existing cost of a 1% salary schedule adjustment to Salary Schedule A on May 1<sup>st</sup> of the current work year (less the salaries paid to ineligible unit members and non-participants) to determine the total percentage of off schedule bonus adjustment to be paid to eligible unit members who complete ALL staff development day requirements. To determine a one day participation bonus, the total percentage figure shall be divided by the total number of staff development days allocated by the Legislature for reimbursement (presently 3 days).

d. The following example illustrates the parties' agreement. The example merely represents the parties best estimate and does not reflect a guaranteed amount of money to be paid:

1. GEA has 355 members; however the legislature currently has eliminated approximately 46 unit members from eligibility in the Staff Development Program (Counselors, Nurses, Psychologists, Resource Teachers, and Teachers on Special Assignment are not eligible for the Staff Development Program). 355 members – 46 ineligible members = 309 eligible unit members.

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2. To estimate participation in this voluntary program, the parties have agreed to utilize a 90% participation rate. (Example: 309 eligible unit members x 90% = 278).

3. 278 participants for a full day (6 hours of verifiable attendance) x \$274 = \$76,172

4. \$76,172 x 3 days of full day attendance = \$228,516 (gross amount generated for the Staff Development Fund).

5. \$228,516 – 3.72% statutory benefit costs to districts = \$8,500

\$228,516 - \$8,500 = \$220,016 (net amount available for distribution to eligible unit members).

6. \$220,016 divided by the cost of a 1% salary schedule adjustment to Salary Schedule A, less salaries for ineligible unit members and non-participants (estimated on May 12, 2000 to be \$185,000) = 1.19% (total amount of off schedule bonus available to eligible unit members who participated in three (3) full days of verifiable staff development).

7. 1.19% divided by 3 (days) = 0.40% per day off schedule bonus

1 day of full participation (6 hours) = 0.40% off schedule bonus (based on unit members' salary schedule placement on May 1<sup>st</sup> of the current work year)

Estimated Bonus (1 day)

\$35,951 x 0.40% = \$144 bonus

\$61,405 x 0.40% = \$246 bonus

2 days of full participation (12 hours) = 0.80% off schedule bonus (based on unit member's salary schedule placement on May 1<sup>st</sup> of the current work year)

Estimated bonus (2 days)

\$35,951 x 0.80% = \$288 bonus

\$61,405 x 0.80% = \$491 bonus

3 days of full participation (18 hours) = 1.20% off schedule bonus (based on unit members' salary placement on May 1<sup>st</sup> of the current work year)

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Estimated bonus (3 days)

\$35,951 X 1.20% = \$431 bonus

\$61,405 X 1.20% = \$737 bonus

4.2.9 The District agrees that each eligible participant shall receive payment for this bonus with 60 days of receipt of the staff development funding from the State.

4.2.10 In the event the District receives less money than is needed for an off schedule bonus, resulting in an encroachment on the General Fund, the parties agree that the District will reduce the cost equally among all participants so there is no encroachment on the General Fund.

4.2.11 In the event the total actual expenditures for the off schedule bonus is less than actual revenues generated by \$15,000 or more, the total amount of the "overage" shall be distributed to unit members utilizing the same formula contained in the Article. Should the "overage" be less than \$15,000, the parties agree that the funds shall be carried over to the next year to be utilized in the following years determination of funds to be expended on an off schedule bonus adjustment.

4.2.12 It is agreed that the maximum payment to any unit member, under this off-schedule adjustment agreement will not exceed the unit member's per diem daily rate of pay based on the unit member's salary scheduled placement on May 1<sup>st</sup> of the current work year.

4.2.13 The parties agree that this Article is subject to change and review after the first year of operation (1999-2000).

4.3 The calendar(s) shall be as agreed upon by the two parties, no later than March 1 for the succeeding school year, and shall be attached as Appendix C, C1, and C2.

4.4 The District and the Association agree to establish a committee to explore ways to reduce and streamline unit members' paperwork and other adjunct responsibilities. The committee shall be composed of a representative from each of the following subgroups appointed by the GEA: K-3, 4-6, 7-8, resource teacher, special education and an equal number of District representatives.

**ARTICLE 5: DUTY HOURS**

1 5.1 The work day for all unit members shall be 7 hours and 10 minutes. At  
2 their respective sites, unit members are required to report thirty (30)  
3 minutes before classes begin. Unit members may leave their worksite  
4 after 6 hours and 45 minutes provided that all professional responsibilities  
5 are satisfied. Professional responsibilities include, but are not limited to,  
6 parent conferences, student study team meetings, IEPs, faculty meetings,  
7 and regularly assigned after-school duties, provided that no additional  
8 duties shall be assigned without the mutual consent of the site faculty and  
9 administration.

10  
11 Unit members may be asked to meet with a parent(s) with sufficient prior  
12 notice of at least one (1) day, unless the administrator determines that an  
13 emergency situation warrants immediate action, which will waive the one  
14 (1) day notice.

15  
16 5.2 The District may schedule the following hours of each unit member's time  
17 in addition to the regular work time which may be used for:

18  
19 5.2.1 **Faculty meetings:** Up to four (4) hours per month. In  
20 addition, an emergency faculty meeting may be called at  
21 any time the welfare and safety of students and staff are in  
22 immediate danger.

23  
24 5.2.2 **Parent conferences** (two days per year): The work year  
25 calendar (Appendix C and C1) will schedule the two parent  
26 conferences on a Friday following the 1<sup>st</sup> and 3<sup>rd</sup> quarter or  
27 the 1<sup>st</sup> and 2<sup>nd</sup> trimester grading periods.

28  
29 After consultation with unit members, schedules shall be  
30 determined at each school site. Flexible scheduling shall be  
31 allowed as long as the Parent Conference Day contains the 7  
32 hours 10 minutes workday. If a staff is not able to agree  
33 upon a schedule, the professional workday shall be followed  
34 for the Parent Conference Day. Nothing in this agreement  
35 shall prohibit a staff from scheduling a portion of the Parent  
36 Conference Day on the Thursday evening prior to the  
37 scheduled Friday conference day. The remaining portion of  
38 the 7 hours 10 minutes workday shall be scheduled on  
39 Friday.

40  
41 Proficiency testing results conferences are to be scheduled  
42 concurrently with Parent Conferences.

43  
44 5.2.3 **District-wide scheduled activities:** (Back to School Night  
45 and Open House)

46  
47 5.2.3.1 If a unit member misses two events in a twenty-  
48 four period, the supervisor may inquire as to the  
49 reason and counsel appropriately.

50

1                   5.2.4 **Dance supervision** (at the intermediate level): The number  
2                   of dances shall be mutually agreed upon by the school-site  
3                   staff and administration. All unit members assigned to eighth  
4                   grade shall supervise the promotion dance. All other unit  
5                   members shall supervise one (1) dance per year; said  
6                   assignment to be chosen by unit members on a first come,  
7                   first serve basis. Unit members may volunteer for more than  
8                   one dance.  
9

10   5.3    Pre-School/Kindergarten Duties

11  
12           5.3.1   Unit members with an instructional day of 201 minutes shall  
13           be available to assist other Pre-School, Kindergarten, or  
14           first grade teachers, for one (1) hour daily. The nature of said  
15           assistance to be mutually agreed upon by affected parties.  
16

17           5.3.2   A.M. and P.M. Kindergarten schedules may be amended at the  
18           individual school sites, in consultation with staff and site  
19           administrator, to allow for an overlapping of schedules.  
20

21   5.4    All adjunct duties within the workday, which do not require full faculty  
22           participation shall be equitably distributed among unit members.  
23

24   5.5    Any services by a unit member beyond the contractually specified time,  
25           which involves non-classroom supervision of students, shall be on a  
26           voluntary basis.  
27

28   5.6    There shall be an equal amount of instruction time per week within each  
29           organizational division of the District. That is, the primary grades at every  
30           school in the district shall have an equal amount of instructional time, the  
31           upper grades and so on. The time is broken down weekly to allow for a  
32           modified day at the discretion of local schools.  
33

34   5.7    The instructional minutes for the Traditional School Year shall be no less  
35           than:

36		
37	Pre-School/K	201 minutes per day; 36,000 minutes per year
38	1-3	281 minutes per day; 50,400 minutes per year
39	4-6	301 minutes per day; 54,000 minutes per year
40	7-8	325 minutes per day; 58,500 minutes per year
41		

42                   See Article 30 for Year-Round Education instructional  
43                   minutes.  
44

45   5.8    Lesson Plans shall be submitted to the principal on a weekly basis or as  
46           directed by the site administrator.  
47

48  
49   5.9    Lunch Period  
50

1 5.9.1 There shall be forty-four (44) minutes of duty-free, uninterrupted  
2 lunch period for grades pre-school through eight, except for  
3 rainy-day schedule, wherein said lunch period shall be no less than  
4 thirty (30) minutes.

5  
6 5.9.2 Those minutes of increased student contact time, incurred during  
7 rainy-day scheduled school days due to shortened lunch period,  
8 shall be accrued and utilized to provide shortened days at the rate  
9 of one (1) shortened day for every four (4) rainy-day scheduled  
10 school days. Said shortened days to be scheduled by the District in  
11 consultation with site administrator and the Association, and to be  
12 used for unit member preparation time.

13  
14 5.10 Early Release Day

15  
16 The GEA and GSD agree that the intent of the Wednesday early release  
17 time is to allow for collaboration and planning. Under special  
18 circumstances, this time may be used as faculty meeting time for specific  
19 site and/or district issues. This will be decided by a consensus of the staff.  
20 If consensus cannot be reached, and after a discussion of the pros and cons,  
21 80% of those voting will determine the outcome.

22  
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24  
25 **ARTICLE 6: SALARY**

26  
27 6.1 Salary Classification Requirements

28  
29 6.1.1 Credit for college and university training: The following criteria  
30 shall govern the credit training of salary schedule column  
31 provisions and step advancement:

32  
33 6.1.1.1 Except as provided herein, in order to receive salary  
34 schedule credit, a unit member must present official  
35 transcript evidence of completed courses within six (6)  
36 months after course completion.

37  
38 6.1.1.2 The unit requirement for each salary column is stated in  
39 semester hours of credit. Quarter hour credits shall be  
40 computed into semester hours by multiplying quarter units  
41 by 2/3.

42  
43 6.1.1.3 For salary schedule purposes, only semester units, as  
44 described herein, earned after the confirmation of the  
45 Bachelor's Degree, shall be credited.

46  
47 6.1.1.4 Unit members shall notify the Human Resources Office by

1 April 1, on a form provided by the District, of intent to  
2 change columns on the salary schedule during the  
3 succeeding school year.  
4

5 6.1.1.5 Units to be applied for current year salary schedule credit  
6 shall:

7  
8 6.1.1.5.1 Be completed prior to the first day of paid service  
9 for movement on schedule to be effective for full  
10 school year; be completed prior to January 15 for  
11 movement on schedule to be effective February 1;

12 and,

13  
14 6.1.1.5.2 Be verified in the Human Resources Office, with  
15 grade cards or other available evidence prior to  
16 September 15 or January 15; and, with official  
17 transcripts prior to January 1 or June 1.  
18

19 6.1.1.6 Credit shall not be granted for any course in which less  
20 than a “C” grade is earned. In a pass/fail grading system a  
21 grade of “pass” must be earned.  
22

23 6.1.1.7 All units and degrees shall be earned from institutions  
24 accredited by the American Association of Schools and  
25 Colleges, or regional affiliate.  
26

27 6.1.1.8 Upper division or graduate courses may be credited if they  
28 meet any of the following criteria:

29  
30 1) A subject directly related to the unit member’s  
31 assignment.  
32

33 2) A subject directly related to the unit member’s major or  
34 minor field of preparation.  
35

36 3) A subject directly related to an advanced degree or  
37 credential in, or required for, an advanced degree or  
38 credential in professional education; or the unit  
39 member’s assignment; or major or minor fields of  
40 preparation.  
41

42 4) A subject required for a California credential evaluation  
43 or renewal.  
44

45 5) For teachers in self-contained classroom programs:  
46 A subject commonly taught in the elementary schools.  
47

48 6) For teachers in departmentalized classroom programs:  
49 Courses required as a foundation for the acquiring of an

1 additional major or minor field of preparation related to  
2 the unit member's assignment.

3  
4 6.1.1.9 Lower division courses may be credited if they meet any of  
5 the following criteria:

- 6  
7 1) Courses required for a California credential  
8 evaluation or renewal.  
9  
10 2) A course directly related to a unit member's  
11 assignment, not previously taken (such as a  
12 foreign language).  
13  
14 3) Courses to be credited only when the  
15 requirements of a full minor field of preparation  
16 have been met.

17  
18 6.1.2 Credit for Professional Work Experience

19  
20 6.1.2.1 Unit members new to the District shall be allowed credit  
21 for experience outside of the District on a year-for-year  
22 basis up to a maximum of twelve (12) years, provided that  
23 such previous service shall meet, in addition to any  
24 pertinent college and university credit criteria enumerated  
25 above, all of the following criteria:

- 26  
27 1) The previous service was rendered for at least  
28 seventy-five (75) percent of the school year, on  
29 the basis of a full-time contract.  
30  
31 2) The previous service was rendered in a public or  
32 private school system within the United States  
33 of America, or in dependent schools maintained  
34 for American overseas dependents.  
35

36 6.1.2.2 By July 1, each unit member shall be appropriately placed  
37 within the District compensation plan in accordance with  
38 District-approved professional work experience. In order to  
39 qualify for any salary schedule step advancement  
40 provisions, a unit member's service shall meet the  
41 following criteria: The prior year service was rendered  
42 under a full-time contract for at least seventy-five (75)  
43 percent of the school year.  
44

45 6.1.3 When a teacher is asked to take additional students as a  
46 result of substitute unavailability, the teacher shall receive a pro-  
47 rated share of the substitute's per diem.  
48

- 1 6.1.4 Unit members new to the District shall be allowed salary  
2 schedule placement credit for each year of military service on a  
3 year-for-year basis up to a maximum of six (6) years.  
4
- 5 6.2 Summer School  
6
- 7 6.2.1 Summer school shall be compensated at the hourly rate of  
8 pay.  
9
- 10 6.2.2 The District shall use the following criteria to determine  
11 summer school teaching assignments:  
12
- 13 1) Appropriate credential or state authorization  
14
- 15 2) Instructional requirements  
16
- 17 3) Qualifications of the applicant  
18 a) Recency of experience  
19 b) Appropriateness of training  
20
- 21 4) Summer school assignments to be rotated so that unit  
22 members teach summer school no more than three (3)  
23 out of five (5) years, to the extent that such rotation is  
24 practicable.  
25
- 26 5) Overall teaching skills and compatibility with program  
27 needs.  
28
- 29 6.2.3 If more than one (1) unit member meets the criteria for  
30 summer school placement, the District shall assign said position  
31 based on seniority in the District.  
32
- 33 6.2.4 Priority for summer school assignments shall be given to  
34 unit members, with the assignment of administrators to classroom  
35 positions only when insufficient applications are received from  
36 unit members.  
37
- 38 6.3 Salary Schedules A, I, U, V, and Y: (See Appendix B, B1 and B2)  
39
- 40 6.3.1 In 2002-2003, the GEA shall receive a 1% increase in salary  
41 effective July 1, 2002. In 2002-2003, an additional amount equal to  
42 a 1% salary was applied to cover full medical benefits under PERS.  
43 On July 1, 2003, the additional 1%, which covered full medical  
44 benefits under PERS, will be converted to a 1% increase on the  
45 salary schedule. The GEA accepts a benefit cap for the 2003-2004  
46 year.  
47
- 48 6.3.2 Therefore, for the 2002-2003 contract year, the certificated salary  
49 schedules A, I, U, V, and Y shall be increased by 1% effective July  
50 1, 2002 and an additional 1% effective July 1, 2003.

1           6.3.3 In the event the District increases the compensation to any other  
2                   employee group in the 2003-2004 contract year, the GEA shall  
3                   receive the increased compensation.  
4

5   6.4   Hourly Rate of Pay  
6

7           6.4.1 Effective September 1, 2000, the hourly rate for unit members  
8                   performing active services or developing a product for the  
9                   District shall be \$25.00. Examples of this rate of pay include,  
10                  but are not limited to, teaching summer school or intersession,  
11                  teaching an after school program, teaching Saturday School,  
12                  presenting an inservice (including preparation time for the  
13                  inservice), summer curriculum work where materials are  
14                  developed, grading proficiency tests, and disseminating  
15                  information.  
16

17          6.4.2 Effective September 1, 2000, the hourly rate for unit members not  
18                  performing an active service cited as examples in the above  
19                  paragraph, will be considered a passive role and will be paid at  
20                  the rate of \$21.00 per hour. An example of this rate of pay  
21                  includes, but is not limited to, attending an inservice where the  
22                  role is primarily to receive information.  
23

24          6.4.3 The hourly rates do not apply to payment for the voluntary Staff  
25                  Development Program.  
26

27   6.5   Anniversary Increments  
28

29           An annual stipend shall be given unit members starting their  
30           sixteenth (16) year with the Garvey School District. The following  
31           guidelines shall be followed:  
32

33                   1) Unit member has satisfactory service, which shall be defined as  
34                   re-employment.  
35

36                   2) Unit member must be in Column V.  
37                   Increments must be based on Column I, Step I of the base salary,  
38                   as follows:  
39                               7% for years 16 - 20  
40                               14% for years 21 - 25  
41                               21% for years 26 and beyond  
42

43   6.6   Master's Stipend  
44

45          6.6.1 An annual stipend equal to seven (7%) percent of Column I,  
46                  Step 1 of the base salary shall be added for those unit members  
47                  possessing a Master's Degree. The criteria listed in 6.1.1.8 will  
48                  be utilized for unit members who begin advanced degree programs  
49                  after July 1, 2000.  
50

- 1 6.7 Doctoral Stipend  
2  
3 6.7.1 An annual stipend equal to seven (7%) percent of Column I,  
4 Step 1 of the base salary shall be added to those unit members  
5 possessing a doctoral degree. The criteria listed in 6.1.1.8 will be  
6 utilized for unit members who begin advanced degree programs  
7 after July 1, 2000.  
8  
9 6.7.2 A doctoral program with a verifiable embedded master's  
10 degree qualifies for both a master's and a doctoral stipend.  
11 Verifiable documentation may include, but is not limited to,  
12 a university catalogue, a diploma, a letter from the department  
13 chair or dean of the college.  
14
- 15 6.8 Special Education Stipend  
16  
17 An annual stipend of \$1,000 shall be added for those unit members  
18 who possess a special education credential and are assigned to teach a  
19 special education class or serve as a special education resource teacher.  
20
- 21 6.9 Bilingual Stipends  
22
- 23 6.9.1 The stipend for unit members who possess a Bilingual Cross-  
24 Cultural Language credential, or certificate of competency (BCC),  
25 and are assigned to teach in a bilingual classroom/program, shall be  
26 \$1,400.  
27
- 28 6.9.2 The stipend for unit members who possess a BCLAD, BCC, or a  
29 bilingual credential, and are assigned to teach in a bilingual  
30 classroom program in a departmentalized setting, shall be prorated  
31 according to the number of sections taught but shall not exceed  
32 \$1400.  
33
- 34 6.9.3 The stipend for unit members who possess a Crosscultural  
35 Language Academic Development certificate (CLAD) or a  
36 Language Development Specialist certificate (LDS), and who are  
37 assigned to teach in a bilingual, English Language Development  
38 (ELD), or an English Language Learner (ELL) classroom shall be  
39 \$700.  
40
- 41 6.9.3.1 Unit members in a California credential program whose  
42 credential includes the Crosscultural Language  
43 Academic Development certificate (CLAD) shall not  
44 qualify for the CLAD stipend if hired after July 1, 2000.  
45
- 46 6.9.4 The stipend for unit members who possess a CLAD or LDS and  
47 who are assigned to teach in a bilingual or ELD/ELL classroom in a  
48 departmentalized setting, shall be prorated according to the number  
49 of sections taught but shall not exceed \$700.  
50

- 1           6.9.5 The District agrees to pay for all District sponsored classes and/or
- 2           training related to obtaining a BCLAD, CLAD, or Hughes SB1969
- 3           certificate.
- 4
- 5           6.9.6 The parties agree to continue discussions that will produce an
- 6           agreement on future compensation of all stipends.
- 7
- 8           6.9.7 Both parties agree to comply with State/Federal mandates
- 9           regarding Bilingual Education.
- 10
- 11       6.10 Staff Development Days:
- 12
- 13           6.10.1 Please refer to Article 4, Work Year, Section 4.2 to determine the
- 14           amount of pay for Staff Development Days.
- 15
- 16       6.11 Recruitment Bonus
- 17
- 18           There shall be a one-time recruitment bonus of \$1,000 for newly-
- 19           hired unit members granted probationary or permanent status upon
- 20           initial date of employment.
- 21
- 22       6.12 Pay Period
- 23
- 24           6.12.1 Unit members shall be paid their monthly salary on the last day of
- 25           the month that the District Office is open.
- 26
- 27
- 28

29       **ARTICLE 7: RETIREMENT**

31       7.1     **Half-Time Teaching with Full Retirement Credit**

33           7.1.1 Definition

35                   Reduced services employment shall be:

- 37                   1) Equivalent of one-half the number of sequential days of
- 38                   service required by the unit member’s contract of
- 39                   employment during his/her final year of service in a full-time
- 40                   position, and will commence on the first day of the first half
- 41                   of the work year, or the first day of the second half of the
- 42                   work year; or,
- 43
- 44                   2) Equivalent of half-time employment per day for the full
- 45                   school year.

47           7.1.2 Requirements

1 A unit member must have reached the age of fifty-five (55)  
2 prior to reduced services employment. The unit member  
3 must have been employed full time in a position requiring  
4 certification, for at least ten (10) years of which the  
5 immediately preceding five (5) years were full-time  
6 employment.

7  
8 7.1.2.1 For purposes of this Paragraph:

- 9  
10 1) Sabbaticals and other approved leaves of absence shall  
11 not constitute a break of service; and,  
12  
13 2) Time spent on a sabbatical or other approved leave of  
14 absence shall not be used in computing the 5-year,  
15 full-time service requirement prescribed by this  
16 Paragraph.

17  
18 7.1.2.2 The period of such part-time employment may  
19 extend to beyond age seventy (70) subject to the provisions  
20 of the educational code.

21 7.1.2.3 The period of such reduced service shall not exceed  
22 five (5) years.

23  
24 7.1.3 Compensation

25  
26 A unit member shall be paid a salary which is the prorate  
27 share of the salary that would have been earned had the unit  
28 member not elected to exercise the option of reduced  
29 services employment. The unit member's retirement  
30 contribution, paid by both the District and the unit member,  
31 shall be the same as if the unit member taught full time.

32  
33 7.1.4 Effects on Benefits

34  
35 The District will pay the same health, dental, vision, and life  
36 insurance premiums for unit members electing the Half-Time  
37 Teaching with Full Retirement Credit, the Ancillary Services  
38 contract of the District Incentive Plan to age 65.

39  
40 7.1.5 Request Procedures

41  
42 A unit member shall file an application for reduced services  
43 employment with the Human Resources Office by the first week of  
44 March for the following school year. The option of part-  
45 time employment shall be exercised at the request of the  
46 unit member.

47  
48 7.1.6 Return to Full-Time Employment

1 A reduced services unit member may be returned to full-  
2 time employment only with the mutual consent of the unit  
3 member and the Board of Education.  
4

## 5 7.2 Ancillary Services Contract

### 6 7.2.1 Definition

7  
8  
9 Early retirement is an incentive program whereby a unit  
10 member may retire early and have the opportunity to enter  
11 into an ancillary services contractual agreement with the  
12 District.  
13

### 14 7.2.2 Requirements

15  
16 A unit member shall have reached the age of fifty (50) and  
17 have rendered a minimum of ten (10) years service to the  
18 District. The unit member in this program shall resign  
19 his/her position with the District and shall not return to  
20 regular employment with the District except under  
21 exceptional circumstances.  
22

### 23 7.2.3 Length of Contract

24  
25 The contract for services shall be for a period of two (2)  
26 years. A participant will serve twenty (20) days per fiscal  
27 year in services mutually agreed upon by the unit member  
28 and the District. Termination of the contract prior to  
29 completion of the two (2) years shall be by mutual  
30 agreement. This contract may be extended for up to a total  
31 of five (5) years upon mutual agreement of participant and  
32 District.  
33

### 34 7.2.4 Compensation

35  
36 A participant approved for this program shall be eligible for the following  
37 benefits:  
38

- 39 1) A contract for a period of two (2) years, at twenty (20) work  
40 days per year. Compensation to be equivalent to the unit  
41 member's per diem rate prior to retirement. Per diem pay is  
42 calculated by dividing the unit member's annual salary by the  
43 number of contracted service days.  
44
- 45 2) The District shall pay the premium for health/fringe benefits at  
46 the same rate that is provided full-time unit members consistent  
47 with Article 8 of the collective bargaining agreement. Under  
48 the DISTRICT medical coverage health benefits equal to, but  
49 not to exceed, the cost of the premium for the least expensive  
50 health plan to age sixty-five (65).

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50

3) The benefits listed above shall be predicated upon the current salaries, and health and fringe benefits granted full-time unit members.

7.3.5 Request Procedure

The unit member shall file an application with the Human Resource Office by the first week of March and be granted early retirement benefits as provided herein. A copy of each completed request will be forwarded to the Association upon receipt by the District.

7.3.5.1 Unit members making application for participation in the program shall, upon making application, and prior to making final commitment to enter the program be provided with information describing the personal financial ramifications of entry into the program

7.3.5.2 Unit members entering the plans are to be afforded a mutually agreed upon description of specific duties and specified amount of duty time refined into calendar dates and hours. A copy of each completed agreement will be provided to the Association.

7.4 **District Incentive Plan**

7.4.1 Unit members who have reached the age of fifty-five (55) and who have fifteen (15) years or more of service with the District may retire prior to the beginning of the subsequent school year, with the following benefits:

- 1) \$5000 for the first fifteen (15) years of service;
- 2) \$250 for each additional year beyond year fifteen (15);
- 3) Retiree may choose from other health plans offered by the District, but shall pay the difference between least expensive health plan and the plan selected. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).
- 4) Dental/Vision care provided by the District;
- 5) UNUM Life coverage, to age sixty-five (65) provided by the District.

1                   7.4.2 The District Incentive Plan shall be available to no more  
2                                   than six (6) percent of unit members per year. When  
3                                   necessary, seniority in the District shall be the deciding  
4                                   factor.  
5

6   7.5    Retiree Medical Benefits  
7

8                   7.5.1 The District shall continue to pay a sum towards the cost of  
9                                   a Medicare supplement, if the retiree is eligible for Medicare  
10                                  and selects or has selected a Medicare supplement from an  
11                                  existing District Plan.  
12

13                                  Effective January 1, 2004, the District shall pay the sum of  
14                                  \$32.20 per month provided the retiree chooses a Medicare  
15                                  supplement plan offered by the District’s provider.  
16

17                                  Effective January 1, 2005, the District contribution will  
18                                  change to \$48.40 per month.  
19

20                                  Effective January 1, 2006, the District contribution will  
21                                  change to \$64.40 per month. In order to receive this  
22                                  benefit, the retiree must be enrolled in a Medicare  
23                                  supplement plan offered by the District’s provider.  
24  
25  
26

27   **ARTICLE 8: HEALTH/FRINGE BENEFITS**  
28

29   8.1    The District shall provide unit members with medical, dental, vision and  
30                                  basic life insurance (\$10,000) benefits. Current coverage and costs will  
31                                  remain in effect through December 31, 2003. Effective January 1, 2004,  
32                                  the District shall contribute a maximum of \$9,000.00 per year towards  
33                                  these benefits. The unit member shall pay for costs in excess of the benefit  
34                                  cap. 2002-2005 BD 6/3/03  
35

36   8.2    It has been the practice of the Garvey Education Association and the  
37                                  Garvey School District for unit members who need a family plan (more  
38                                  than 2 parties) to provide at least one plan without a premium expense to  
39                                  the unit member.  
40

41                                  Unit members choosing the lowest family plan and lowest dental and vision  
42                                  plan will have their total cost for medical, dental, vision, and basic life  
43                                  insurance (\$10,000) paid for by the District regardless of the \$9,000 cap.  
44                                  Currently the Kaiser family plan and the Delta Dental PMI costs exceed the  
45                                  \$9,000.00 cap. Should the cost of the lowest family plan drop, the unit  
46                                  member may choose an alternative dental plan subject to the \$9,000.00  
47                                  cap.  
48

- 1 8.3 In the event the District increases the benefit cap (medical, dental, vision,  
2 life (\$10,000) above \$9,000 for any other employee group, the GEA shall  
3 receive the increased benefit cap.  
4
- 5 8.4 Domestic Partners:  
6 Effective January 1, 2004, the District agrees to include domestic partners  
7 and their dependents in the benefit package. The Association and the  
8 District will meet and develop criteria, taking into account the requirements  
9 of the health provider.  
10
- 11 8.5 Unit members who work a complete school year under the District's fringe  
12 benefit program are covered through September 30 of each year. Unit  
13 members who are employed subsequent to the first day of the school year  
14 shall have their benefits become effective on their first working day.  
15
- 16 8.6 Unit members shall continue to be covered under the Health Benefit Plan  
17 through July 31 of the year the termination occurred.  
18
- 19 8.7 Unit members shall continue to be covered under the District's Health  
20 Benefit Plan through September 30 of the year in which this Agreement  
21 expires.  
22
- 23 8.8 Health Insurance for married couples in which both are unit members:  
24  
25 The Association and the District hereby agree, in the event two members of  
26 the bargaining unit, who are married to each other, and/or have dependent  
27 children, that the full dollar amount of the family's insurance premiums  
28 shall be paid by the District without any contribution from either unit  
29 member provided that:  
30
- 31 8.8.1 All members of the family voluntarily elect coverage under the  
32 same hospitalization, vision care, and other insurance programs  
33 that provide for dependent coverage;  
34
- 35 8.8.2 One unit member voluntarily elects to be covered as dependent on  
36 the other unit member's policies and waives his/her right to  
37 separately paid coverage;  
38
- 39 8.8.3 The above agreement is acceptable to the insurance company and  
40 does not result in any increase in cost to the District.  
41  
42
- 43 8.9 The District Insurance Committee shall be comprised of four (4)  
44 representatives from District administration, four (4) representatives plus  
45 the unit president from the Garvey Education Association (GEA) and four  
46 (4) representatives plus the unit president from the California State  
47 Employees Association (CSEA), Chapter 292.  
48  
49  
50

1 **ARTICLE 9: SENIORITY**

2  
3 Seniority is defined as the unit member’s initial date of service in the bargaining  
4 unit, with the following provisions:

5  
6 9.1 The District will track each unit member’s seniority based upon his/her  
7 current employment status. The employment status categories, established  
8 by Education Code, are:

- 9  
10 Permanent  
11 Probationary 2  
12 Probationary 1  
13 Temporary  
14

15 9.2 The District shall establish a Seniority List based on employment status and  
16 months of service, to be updated annually and made available to the  
17 Association. The annual updating of the Seniority List shall be based upon  
18 the unit member’s total months of service earned since his/her initial date of  
19 employment in the District. The District shall update the Seniority List  
20 based upon credit earned as of June 30 (the conclusion of the school year).

21  
22 9.3 A unit member on an approved, paid leave of absence shall continue to  
23 earn seniority while on such leave.

24  
25 9.4 Any unit member re-employed within thirty-nine (39) months shall retain  
26 the classification and order of employment he/she had when services were  
27 terminated.

28  
29 9.5 The following method shall be implemented by the District to determine  
30 seniority for all unit members with the same initial date of employment as  
31 of June 30, 1999 and all new hires beginning with July 1, 1999.

32  
33 9.6 Unit members with the same initial date of service shall have their seniority  
34 ranking determined by the 1999-2000 CTA Alphabet which is as follows:

35  
36 L H R X O Y J M T P V K S G E Z B N W F A C U I Q D  
37

38 9.7 The District shall utilize the above CTA Alphabet in the following manner  
39 to determine the seniority of unit members with the same initial date of  
40 service;

41  
42 9.7.1 For unit members hired before July 1, 1999, the District shall apply  
43 the 1999-2000 CTA alphabet to the unit members’ last names as  
44 recorded on the Seniority List of June 30, 1999. For unit members  
45 hired on or after July 1, 1999, the 1999-2000 CTA alphabet shall be  
46 applied to the unit members’ last names as recorded on the  
47 District’s Personnel Assignment Order at the initial time of  
48 employment.

49  
50 The alphabet shall be applied to the unit member’s last name as

1 recorded on the District Personnel Assignment Order at the initial  
2 time of employment. After thirty nine (39) months of separation  
3 from employment, any unit member re-employed by the District,  
4 shall utilize the rehire date and name for seniority purposes.  
5

6 9.7.2 A unit member whose last name begins with an L shall be awarded  
7 a higher seniority than a person whose last name begins with an H  
8 or other subsequent letters as ordered in section 9.6 above.  
9

10 9.7.3 Unit members who have the same initial date of hire and whose last  
11 names begin with the same letter, shall utilize the standard  
12 alphabetizing method for subsequent letters of their last names  
13 (La, Lb, Lc, etc.) to determine their seniority.  
14

15 9.7.4 Unit members who have the same initial date of hire and whose last  
16 names are the same, shall apply the 1999-2000 CTA alphabet to  
17 their first names to determine their seniority.  
18

19 9.7.5 Unit members who have the same initial date of hire and whose last  
20 and first names are identical, shall utilize the last four digits of  
21 their Social Security number to determine their seniority. In this  
22 case, the highest four digit number shall be awarded a higher  
23 seniority ranking. This method shall continue until no unit members  
24 with the same initial date of hire have the same seniority ranking.  
25

26 9.8 When a unit member changes employment status, he/she will carry forward  
27 the total months of seniority to the new employment status. If the change  
28 in status results in the unit member having the same months of seniority  
29 with other unit members in that employment status category, then Sections  
30 9.6 and 9.7 shall be re-applied to all unit members in that employment  
31 status with the same months of seniority.  
32  
33  
34

## 35 **ARTICLE 10: VACANCY/TRANSFER/REASSIGNMENT**

### 36 10.1 Definitions:

37  
38  
39 “Vacancy” is any vacated, newly created position, or newly created class  
40 which requires the hiring of an additional unit member.  
41

42 “Transfer” is the movement of a unit member from one work  
43 location to another work location at a different site in a vacated  
44 bargaining unit position. A transfer may be voluntary (unit  
45 member initiated) or involuntary (District initiated).  
46

47 “Reassignment” is the movement of a unit member from one subject  
48 area to another subject area, or one grade level to another grade  
49 level, or one track to another track at the same work location.

1 Reassignment may be voluntary (unit member initiated) or  
2 involuntary (District initiated).

3  
4 “Newly Created Position” is a position not previously held by a unit  
5 member and which requires a new job description.

6  
7 10.2 Vacancies:

8  
9 10.2.1 Notification During Current Year

10  
11 The District shall deliver to the Association, and post in all schools,  
12 a list of vacancies. Said list shall contain:

13  
14 1) A closing date which is at least ten (10) working days following  
15 the posting date.

16  
17 2) Qualifications necessary to meet the requirements of the  
18 position as appropriate.

19  
20 3) No permanent assignment to fill the vacancy(s) shall be made  
21 until after the closing date. Vacancies shall be filled as soon as  
22 possible.

23  
24 4) If a Resource Teacher position becomes vacant, the position will  
25 be flown District-wide. The applicant will be selected by a panel of  
26 school representatives.

27  
28 10.2.2 Notification for Subsequent Year

29  
30 10.2.2.1 The District shall deliver to the Association, and  
31 post in all schools, a list of anticipated vacancies for the  
32 following school year, by May 1 of the current school  
33 year.

34  
35 10.2.2.2 The District shall, upon request by a unit  
36 member, notify said unit member during summer recess,  
37 or any period of leave, of any posted openings which  
38 may arise during these times. The unit member’s request  
39 shall be in writing and include a mailing address. Any  
40 such request shall be renewed every six (6) months.

41  
42 10.2.2.3 If a unit member already has a transfer application  
43 on file, it is not necessary to make a further application in  
44 order to be considered for any vacancies for which the  
45 unit member may have applied.

46  
47 10.2.3 The District shall, upon request of the unit member, deliver  
48 in writing, the reasons for the unit member not receiving the  
49 vacated or newly created position.

- 1 10.2.4 No outside applicant shall be selected to fill a vacancy if  
2 there is a qualified unit member applicant.  
3
- 4 10.2.5 Vacancies shall be filled, whenever possible, as follows:  
5 first, by voluntary reassignment; second, by voluntary transfer.  
6
- 7 10.2.6 Vacancies filled in accordance with this section shall be subject to  
8 the criteria set forth in 10.3.5. This section shall not apply to  
9 newly created positions.  
10
- 11 10.3 Voluntary Transfer:  
12
- 13 10.3.1 Filing Request for Transfer:  
14
- 15 A unit member who desires a transfer may file a written statement  
16 of intent with the District at any time, whether or not a vacancy  
17 exists. A unit member may also submit a request for transfer  
18 subsequent to the posting of a vacancy notice. Such statement  
19 shall include the grade and/or subject to which the unit member  
20 desires to be assigned and the school or schools to which the unit  
21 member desires to be transferred (in order of preference). Unit  
22 members desiring a transfer for the following year shall file a  
23 request, on the form prescribed by the District, to the Human  
24 Resources Office by April 15 of the current school year.  
25
- 26 10.3.2 If a unit member's request for a voluntary transfer is denied,  
27 the unit member shall be granted, upon request, a meeting with the  
28 administrator who denied the request to discuss the reasons for the  
29 denial. The unit member may request, and shall receive, written  
30 reasons for the denial following said meeting.  
31
- 32 10.3.3 If two (2) or more unit members with the appropriate  
33 credentials apply for a vacancy, the provisions of Section 10.3.5  
34 shall apply.  
35
- 36 10.3.4 If the unit member requests that his/her application for the  
37 transfer be kept confidential, the principal at his/her school shall  
38 not be notified by Human Resources Office of the application until  
39 after an offer of transfer has been made. The matter will be treated  
40 as confidentially as practicable.  
41
- 42 10.3.5 The District shall use the following criteria to determine  
43 voluntary transfers:  
44
- 45 1) Appropriate credential or state authorization  
46
- 47 2) Instructional requirements  
48
- 49 3) Qualifications of the unit member  
50 a) Recency of experience

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b) Recency of training

4) Balancing staff because of changes in enrollment, educational program or affirmative action requirements.

5) Overall job related teaching skills and compatibility with program needs.

If more than one unit member meets the above criteria, the District shall grant the transfer based upon seniority.

10.4 Involuntary Transfers:

10.4.1 The District shall first seek to fill those vacancies which must be filled by transfer, by means of voluntary transfer. A unit member who is to be transferred involuntarily shall be notified as soon as practical. If a unit member is transferred after September 1, the unit member shall be given at least fifteen (15) days notice; or, three (3) days of substitute assistance. The District, upon request, shall provide assistance in moving materials to the new work location.

The District shall utilize the criteria set forth in Section 10.3.5 for involuntary transfers, in reverse seniority order.

10.4.2 The unit member, upon request, shall be provided a written explanation of the reason a transfer was made.

10.4.3 No involuntary transfer shall be disciplinary or punitive in nature.

10.4.4 If a decrease in the number of students, or the elimination or addition of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer(s).

10.4.5 Unit members from closed schools, or unit members displaced because of educational program changes, shall be accorded priority for filling vacancies that arise for which they have qualified pursuant to Section 10.3.5.

10.4.6 Displaced teachers shall list up to three (3) choices in priority order of school sites/teaching assignments to which they wish to be placed. If not placed in any of the preferred sites/assignments, the teacher shall have priority of vacancies to which he/she is qualified, pursuant to Section 10.3.5, for up to three (3) years following the initial involuntary transfer.

- 1 10.5 Reassignment:  
2  
3 10.5.1 A District-initiated change of assignment at the same school  
4 may be made by the District as long as the change is not made  
5 arbitrarily, capriciously, or without basis in fact.  
6  
7 10.5.2 The unit member, upon request, shall receive a written  
8 explanation of the reason a reassignment was made or denied.  
9  
10 10.5.3 No reassignment shall be disciplinary or punitive.

11  
12 10.6 Notification of Change of Assignment:  
13

14 The District shall notify unit members of anticipated changes of  
15 assignment(s) for the subsequent school year no later than the last  
16 working day in May. A unit member shall be notified of any change  
17 of assignment(s) initiated after the last working day in June, by  
18 certified mail. A unit member desiring a transfer subsequent to said  
19 notification shall be allowed to submit a transfer request  
20 irrespective of the deadline in Section 10.3.1.  
21  
22  
23

24 **ARTICLE 11: LEAVES**  
25

26 11.1 **Bereavement Leave**  
27

28 11.1.1 Purpose  
29

30 The purpose of bereavement leave utilization shall be for the death  
31 of a member of the immediate family. The immediate family shall  
32 include the mother, father, grandmother, grandfather or grandchild of the  
33 unit member; or of the spouse of the unit member; and the spouse, son,  
34 son-in-law, daughter, daughter-in-law, brother, sister or stepchild of the  
35 unit member, or any relative living in the immediate household.  
36

37 The Superintendent, or his/her designee, may, if unusual circumstances  
38 exist, extend the definition of immediate family to include other persons.  
39

40 11.1.2 Eligibility  
41

42 A unit member covered by this Agreement.  
43

44 11.1.3 Procedure  
45

46 A unit member exercising this leave of absence provision shall notify the  
47 District as soon as possible. Notification shall include the expected  
48 duration of the absence.  
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11.1.4 Requirements

A unit member shall be granted up to five (5) days for bereavement purposes.

Additional days of absence may be provided beyond those described herein at the discretion of the Superintendent. Other additional days of absence beyond those described herein are provided under the terms of the personal necessity leave provision.

11.1.5 Compensation

All days of absence used under the provision of bereavement leave shall result in no loss of compensation to the unit member.

11.1.6 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

**11.2 Industrial Accident/Illness**

11.2.1 Purpose

Unit members shall be granted industrial accident or illness leave when absent from their duties as a result of an industrial accident or illness.

11.2.2 Eligibility

A unit member covered by this Agreement.

11.2.3 Procedure

A unit member who has sustained a job-related injury shall report the injury on a District-approved accident report form to the immediate supervisor within twenty-four (24) hours. A unit member shall report any illness on a District-approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

11.2.4 Requirements

11.2.4.1 Allowable leave shall be for not more than sixty (60) working days during that time in which the schools of the District are required to be in session; or, when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

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- 11.2.4.2 Allowable leave shall not be accumulated from year to year.
- 11.2.4.3 Industrial accident or illness leave shall commence on the first day of absence.
- 11.2.4.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 11.2.4.5 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the balance of unused leave due for the same illness or injury.
- 11.2.4.6 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.

11.2.5 Compensation

- 11.2.5.1 A unit member shall be paid such portion of the salary due for any month in which the absence occurs, as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than full salary.
- 11.2.5.2 During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and money actually paid to and retained by the unit member for periods covered by such salary warrants.
- 11.2.5.3 Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits, providing that any sick leave utilization, when combined with a temporary disability indemnity, shall not exceed one hundred percent of the unit member's normal compensation.

11.2.6 Return to Service

A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician, without

1 restrictions or detriment to the unit member's physical and  
2 emotional well-being.

3  
4 **11.3 Leave While Holding Elective Public Office**

5  
6 11.3.1 Purpose

7  
8 Unit members shall be provided the opportunity to exercise the duties  
9 attendant to holding an elective public office to which they have been duly  
10 appointed or elected, while maintaining full-time District employment.

11  
12 11.3.2 Eligibility

13  
14 A unit member covered by this Agreement.

15  
16 11.3.3 Procedure

17  
18 A unit member elected or appointed to public office may request a leave of  
19 absence to perform the duties of office. Leave of absence may not exceed  
20 three (3) days in any one calendar month for a unit member holding public  
21 office while maintaining full-time employment with the District. Such  
22 leaves shall be granted with a deduction in pay equaling one dollar (\$1.00)  
23 above the current daily rate paid for substitute replacement for each day or  
24 half-day of absence granted under this policy. These authorized days, or  
25 portions of days, may be utilized in the following manner:

26  
27 11.3.3.1 Full-Day Leave

28  
29 Upon request to his/her immediate administrator, a unit member  
30 may request a maximum of three (3) days per month. When  
31 requiring two or more days in sequence, requests must be made at  
32 least forty-eight (48) hours in advance of the need for such leave.  
33 A unit member may not, while on legislative leave, request  
34 another legislative leave for the next full or half day.

35  
36 11.3.3.2 Half-Day Leave

37  
38 Upon request to his/her immediate supervisor, a unit member may  
39 request up to a maximum of six (6) one-half day leaves, except that  
40 when an assignment including students is involved:

41  
42 11.3.3.2.1 Not more than three (3) one-half day leaves may  
43 be taken for either morning (A.M.) or afternoon  
44 (P.M.) absences during any one calendar month.

45  
46 11.3.3.2.2 A half-day for intermediate school teachers is  
47 defined as:

- 48 1) "Morning" -- The time that such unit  
49 member is required to be on duty before  
50 classes begin and the first three periods.

1  
2 2) "Afternoon" -- Classes conducted after  
3 the first three periods, and the time that  
4 such unit member is to remain on duty  
5 after dismissal of the last class.

6 11.3.3.3 Aggregate Leave

7  
8 11.3.3.3.1 No class hour or period may have more than a  
9 total of three (3) absences accrued against it for  
10 purposes of this policy in any calendar month,  
11 when combining full or half-day leaves.

12  
13 11.3.3.3.2 Leave days may not be cumulative from month  
14 to month or year to year.

15  
16 11.3.4 Use of District Facilities or Personnel

17  
18 11.2.4.1 At no time may a unit member absent himself  
19 or herself from assigned duties and responsibilities  
20 or from students who are under his/her supervision  
21 in order to confer with any party by  
22 telephone, or in person, concerning the duties or  
23 responsibilities of said public office.

24  
25 11.3.4.2 District employees shall not be responsible for  
26 sending or receiving messages for a unit member  
27 attendant to his/her duties while holding an  
28 elective public office, except in case of emergency.  
29 Such inquiries and messages received will be  
30 directed to the unit member's place of public  
31 office. The involvement of other District  
32 personnel during their working hours, to assist in  
33 performing the duties or responsibilities of said  
34 office, is prohibited.

35  
36 11.3.4.3 The use of District equipment or materials is  
37 prohibited in performing the duties or  
38 responsibilities of said public office, whether  
39 during or after the unit member's regular work  
40 hours.

41  
42 11.3.4.4 Privately owned or maintained telephone service  
43 shall not be permitted on District property for use  
44 by unit members holding electing public office.

1    **11.4 Full-time Elective Office (Including Election to the Legislature)**

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11.4.1 Purpose

Leave of absence shall be granted unit members who are elected to public office (including election to the California State Legislature).

11.4.2 Eligibility

A unit member covered by this Agreement.

11.4.3 Procedure

A unit member elected to public office (including election to the California State Legislature) may request a legislative leave of absence to fill the term of office. Said request shall be submitted no later than thirty (30) days after being elected to office.

11.4.4 Requirements

During the term of legislative leave of absence, the unit member may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon.

11.4.5 Compensation

Except as provided above, a unit member shall receive no District compensation while on legislative leave.

11.4.6 Return to Service

The unit member shall, within six (6) months of the expiration of the term of office, be entitled to return to the position held at the time of his/her election. If the position held at the time of election has been abolished by the time the unit member is eligible to return to District service, reinstatement shall be made to a position for which the unit member is certified.

Reinstatement shall be made at the salary to which the unit member would have been entitled had legislative leave not been utilized.

**11.5 Judicial and Official Appearance Leaves**

11.5.1 Purpose

Judicial and official appearance leave may be granted for purposes of regularly called jury duty; appearance as a witness in court other than as a litigant; or, to respond to an official order from another

1 governmental jurisdiction for reasons not brought about through  
2 the connivance or misconduct of the unit member.

3  
4 11.5.2 Eligibility

5  
6 A unit member covered by this Agreement.

7  
8 The District and the Association agree that it is educationally sound  
9 for unit members to defer jury duty beyond their regular work year.

10  
11 11.5.3 Procedure

12  
13 The unit member seeking an official judicial appearance leave shall  
14 submit a request, accompanied by the official order, for an  
15 approved absence to the immediate supervisor.

16  
17 11.5.4 Requirements

18  
19 A unit member may be granted a leave of absence not to exceed the  
20 duration of the requirements of the official order for participation  
21 and/or appearance.

22  
23 11.5.5 Compensation

24  
25 11.5.5.1 A unit member shall be granted a leave of absence for  
26 jury duty up to a maximum of ten (10) days. A unit  
27 member granted a leave of absence under these provisions  
28 shall be granted District compensation which, when added  
29 to jury or witness fees, shall not exceed the unit member's  
30 regular District compensation.

31  
32 11.5.5.2 The District shall pay \$55 per day for up to ten  
33 (10) days to a unit member who voluntarily postpones  
34 jury duty to a non-contracted unit member work day(s).  
35 This section does not apply to summer school unit  
36 members.

37  
38 A unit member will submit a copy of the first Jury Duty  
39 summons received to the Human Resources office to  
40 verify postponement to non-contracted unit member  
41 work day(s).

42  
43 11.5.6 Return to Service

44  
45 Upon return to active service, the unit member shall  
46 complete the District absence form and submit it to his/her  
47 immediate supervisor.

1    **11.6    Maternity Leave**

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11.6.1 Purpose

The purpose of maternity leave shall be for the bearing and birth of children, and recovery therefrom.

11.6.2 Eligibility

A female unit member covered by this Agreement.

11.6.3 Procedure

11.6.3.1 The female unit member shall furnish the District with a physician's confirming statement by the end of the third month of pregnancy. The physician's statement shall include the expected period of disability.

11.6.3.2 The female unit member shall submit a request for maternity disability leave not less than thirty (30) days prior to the expected period of disability. The request shall be accompanied by the attending physician's statement verifying the maternity disability and the expected duration of the disability period.

11.6.4 Requirements

Maternity disability leave shall be granted for that period during which the female unit member is disabled as specified in the attending physician's statement described herein.

11.6.5 Compensation

Any female unit member covered by this Agreement shall have the option of utilizing sick leave, as provided for in Section 11.12, for absences necessitated by pregnancy, miscarriage, childbirth and recovery. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for the purposes of this policy shall receive fifty (50) percent of her daily rate of pay; or, the difference between the unit member's salary and the sum actually paid a substitute employee, whichever is greater. Compensation under this section shall continue for a period of no more than five (5) school months.

11.6.6 Return to Service

Upon the conclusion of the maternity disability period described herein, the female unit member shall be reinstated to the position/classification held prior to the leave of absence, or to a position for which the unit member is certified.

1    **11.7 Parental Leave (unpaid leave)**

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11.7.1 Purpose

A leave of absence without pay shall be granted to a unit member for the purpose of raising his/her natural/adopted child.

11.7.2 Eligibility

A unit member covered by this Agreement.

11.7.3 Procedure

11.7.3.1 Such leave shall normally be for no more than twelve (12) months in order that the return date shall coincide with normal school breaks (i.e., the beginning of a semester). An extension of the leave for up to an additional twelve (12) months may be granted upon request.

11.7.4 Return to Service

The unit member shall be reinstated to the position/classification held prior to the leave of absence, or to a position for which the unit member is certified.

**11.8 Parental/Adoption Leave (paid leave)**

11.8.1 Purpose

11.8.1.1 A unit member shall be granted a maximum of four (4) days paid leave for the birth of his/her child and related emergencies.

11.8.1.2 A unit member adopting a child may be granted three (3) days of absence commencing on the day that the child is received into his/her custody.

11.8.2 Eligibility

A unit member covered by this Agreement

11.8.3 Procedure

A unit member seeking an approved parental/adoption leave of absence shall submit a request, which includes the reason and the expected duration of the absence, to his/her immediate supervisor.

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11.8.4 Compensation

All days of absence used under the provision of parental/adoption leave shall result in no loss of compensation to the unit member.

11.8.5 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

**11.9 Personal Leave**

A unit member may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

11.9.1 Eligibility

A unit member covered by this Agreement.

11.9.2 Procedure

11.9.2.1 The unit member seeking an approved personal leave of absence shall submit a request, which includes the reasons and the duration of the length of the requested leave, to his/her immediate supervisor.

11.9.2.2 For personal absence of five (5) working days or less, the unit member shall submit the request described herein not less than five (5) working days prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final.

11.9.2.3 For personal absence in excess of five (5) work days, including the balance of the school semester/year, or a full school semester/year, the unit member shall submit the request described herein to the Assistant Superintendent of Human Resources for recommendation and presentation to the Board of Education for approval or denial.

11.9.2.4 A unit member requesting such an extended personal leave of absence shall submit the request not less than ten (10) days prior to the next Board of Education meeting.

11.9.3 Requirements

A unit member shall not accept gainful employment while on a personal leave of absence without the prior written approval of the Superintendent.

1 11.9.4 Compensation

2  
3 Any personal leave that may be granted under these provisions  
4 shall be without compensation. Unit members on personal leave of  
5 absence shall be permitted to participate in the District insurance  
6 program at their expense.  
7

8 11.9.5 Return to Service

9  
10 The unit member shall be reinstated to the position/classification  
11 held prior to the leave of absence, or to a position for which the  
12 unit member is certified.  
13

14 If the personal leave of absence was granted for health reasons, the  
15 unit member shall be required to submit, prior to return to active  
16 duty, a medical statement from a licensed physician indicating an  
17 ability to assume assigned duties without restrictions or detriment  
18 to the unit member's physical or emotional well-being.  
19

20 **11.10 Personal Necessity Leave**

21  
22 11.10.1 Purpose

23  
24 Personal necessity leave may be utilized for circumstances that are  
25 serious in nature, which cannot be expected to be disregarded,  
26 which necessitate immediate attention and cannot be dealt with  
27 during off-duty hours. The following are examples of inappropriate use of  
28 personal necessity: spousal awards, second job, non-educational related  
29 interviews, non-work related conferences/conventions, preparation for  
30 outside classes, vacations, or extensions of a holiday (before or after).  
31

32 If unusual circumstances exist, the unit member's immediate supervisor  
33 may extend the definition of personal necessity.  
34

35 11.10.2 Eligibility

36  
37 A unit member covered by this Agreement and who has sufficient  
38 sick leave credit.  
39

40 11.10.3 Procedure

41  
42 The unit member shall make every reasonable effort to comply with  
43 District procedures designed to secure substitutes, and shall notify  
44 the District of the expected duration of the absence.  
45

46 11.10.4 Requirements

47  
48 Unit members may use not more than ten (10) days per year of  
49 accumulated sick leave for purposes of personal necessity.  
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11.10.5 Compensation

A unit member shall receive full compensation for not more than ten (10) days per year of personal necessity leave, except as provided in 11.10.6.

11.10.6 In case of personal necessity, such as serious illness or accident of an immediate family member, requiring an extended absence, a unit member may apply to the Superintendent for up to the full amount of his/her accumulated sick leave to be utilized for said illness or accident.

11.10.7 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

**11.11 Sabbatical Leave**

11.11.1 Purpose

Unit members may be granted a leave of absence for the purpose of professional study or travel which will directly benefit the schools and pupils of the District.

11.11.2 Eligibility

A permanent unit member who has served not less than seven (7) consecutive years shall be eligible to apply for sabbatical leave. At the discretion of the Board of Education, up to three (3) percent of the eligible staff may be granted sabbatical leave. In the event more than three (3) percent of eligible staff request a sabbatical in any one year, seniority shall be a major consideration for selecting sabbatical leave candidates.

11.11.3 Procedure

A unit member requesting sabbatical leave consideration shall submit a District-designed application form by January 1 of the preceding school year for which the leave is requested. By February 1, the District Superintendent shall submit a recommendation to the Board of Education for consideration regarding qualified sabbatical leave applications. By March 1, the Board of Education shall take action on sabbatical leave requests.

11.11.4 Requirements

Sabbatical leaves shall not be less than one (1) semester or more than two (2) semesters in duration.

1 11.11.5 Compensation  
2

3 11.11.5.1 A unit member shall not accept gainful employment  
4 while on sabbatical leave without prior written approval  
5 of the Superintendent. If such approval is granted,  
6 appropriate deductions from compensation shall be  
7 made. A unit member granted a sabbatical leave, for  
8 other than gainful employment, shall be compensated by  
9 the District at the rate of seventy-five (75) percent of the  
10 salary that would have been received had active service  
11 continued. Unit members shall be entitled to District-  
12 paid health benefits as part of their compensation as if  
13 active service continued.  
14

15 11.11.5.2 A unit member on sabbatical leave may be paid in two  
16 (2) equal installments; one shall be paid at the end of the  
17 first year or semester, and the other at the end of the  
18 second semester of active service following the leave.  
19

20 11.11.5.3 A unit member on sabbatical leave may elect to be paid  
21 in the same manner as though active service continued  
22 to be performed for the District, upon the furnishing of a  
23 suitable bond indemnifying the District against loss  
24 should the unit member fail to satisfactorily complete  
25 the leave conditions; and fail to render service for at  
26 least twice the length of the leave at the conclusion of  
27 the leave of absence.  
28

29 11.11.5.4 Said bond shall be exonerated in the event the failure to  
30 render the agreed-upon services is due to death, physical  
31 disability or mental disability of the unit member.  
32

33 11.11.5.5 Sabbatical leave shall count toward regular salary  
34 schedule advancement, if any, and retirement credit as if  
35 active service continued.  
36

37 11.11.6 Return to Service  
38

39 11.11.6.1 The unit member shall, within sixty (60) days following  
40 return to active service, submit a comprehensive report  
41 to the Superintendent certifying the successful  
42 fulfillment of the terms and conditions under which the  
43 leave was granted. This comprehensive report shall  
44 include:  
45

- 46 1) Official transcripts of all completed course work  
47 and/or a complete travel itinerary.
- 48
- 49 2) Recommendation of how the sabbatical leave  
50 results may be shared with students and staff.

1  
2 3) A complete file of all pertinent materials either  
3 developed or collected during the leave, and a  
4 recommendation for use within the District.  
5

6 11.11.6.2 Failure to satisfactorily provide this report shall  
7 constitute a failure to comply with the leave condition  
8 and shall result in forfeiture of all leave compensation.  
9

10 11.11.6.3 The unit member shall be reinstated to the  
11 position/classification held prior to the sabbatical leave;  
12 or to a position for which the unit member is certified.  
13

## 14 11.12 Sick Leave

### 15 11.12.1 Purpose

16  
17  
18 The purpose of sick leave utilization shall be for physical and mental  
19 disability absences which are medically necessitated by illness, injury or  
20 quarantine.  
21

### 22 11.12.2 Eligibility

23  
24 11.12.2.1 A unit member covered by this Agreement, working five  
25 (5) days per week, shall annually be entitled to ten (10)  
26 days of leave of absence for the purpose of sick leave  
27 utilization. A unit member covered by this Agreement  
28 working less than full time shall be entitled to sick leave  
29 in the same ratio as his/her employment bears to full-  
30 time employment.  
31

32 11.12.2.2 Unused sick leave days are cumulative.  
33

34 11.12.2.3 A unit member covered by this Agreement, and who is  
35 employed in the District's scheduled summer school  
36 session, shall earn one (1) day sick leave for each  
37 session employed. Days of sick leave earned during  
38 summer school are to be added to the accrued sick leave  
39 earned pursuant to Paragraph 11.12.2.1.  
40

41 11.12.2.4 A unit member may utilize any accrued sick leave  
42 during summer school session.  
43

### 44 11.12.3 Procedure

45  
46 Unit members exercising this leave of absence provision shall notify the  
47 District of their need to be absent from service as soon as possible. But in  
48 no event later than reasonable notice necessary to secure substitute  
49 services. The notification described herein shall also include an estimate of  
50 the expected duration of the absence.

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11.12.3.1 After an employee is absent seven (7) consecutive days during the school year, the supervisor/district may request verification which states the anticipated date of return to service.

11.12.4 Requirements

When unit members become aware of the need for absence due to surgery or other predictable or prior scheduled causes, they shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

11.12.5 Compensation

Any unused sick leave credit may be used by the unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member that continues to be absent under provisions of this Article shall receive fifty (50) percent of his/her daily rate of pay; or, the difference between the unit member's salary and the sum actually paid a substitute employee; whichever is greater. Compensation under this Section shall continue for a period of no more than five (5) school months or less.

11.12.6 Return to Service

11.12.6.1 Upon return to service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

11.12.6.2 A unit member whose absence under this Section exceeds seven (7) consecutive school days shall, upon request, submit a statement from a medical doctor or licensed practitioner indicating an ability to return to his/her position without restrictions or detriment to the unit member's physical and emotional well-being.

11.12.6.3 A unit member shall not be allowed to return to service, and shall be charged with one additional day of sick leave absence, if the unit member fails to notify the District of intent to return to duty prior to the close of the preceding work day, and by such notification failure, a substitute is secured.

1    **11.13 Association President Leave**

2  
3        11.13.1 The District and Association agree that the President of GEA  
4                will teach 60% of the instructional day and will be released for  
5                40% of the instructional day to perform Association/District  
6                business. The Association President and his/her immediate  
7                supervisor will mutually agree on a yearly basis the schedule that  
8                is most beneficial to meet the needs of students.

9  
10    **11.14 Association Leave**

11  
12        11.14.1 A maximum of forty (40) days of release time per school year may  
13                be utilized by members of the bargaining unit, as designated by the  
14                Association, for attendance at local, state and/or national  
15                meetings/conferences; or for conducting other business pertinent  
16                to Association affairs. Such release time shall be requested with  
17                prior reasonable notice to the Superintendent or his/her designee.  
18                The Association agrees to reimburse the District the amount paid  
19                by the District to employ a daily substitute for thirty (30) of the  
20                forty (40) days. This leave shall be in addition to any other release  
21                time granted in other Articles of this agreement.

22  
23        11.14.2 The use of this release time by the Association shall not impact  
24                unreasonably on any class of students.

25  
26    **11.15 Catastrophic Leave Bank**

27  
28        11.15.1 Creation and Purpose

29  
30                The Catastrophic Leave Bank is a program established to allow  
31                unit members to potentially help each other. The intent of this  
32                program is to provide a way that unit members who have  
33                exhausted all their regular sick leave may apply for additional sick  
34                leave days from the bank for a catastrophic injury or illness.

35  
36                Catastrophic illness and injury shall be defined as an illness or  
37                injury that incapacitates a unit member or a member of the unit  
38                member's family for over ten (10) consecutive days requiring the  
39                Catastrophic Leave Bank member to take time off from work to  
40                care for himself/herself or to take care of a family member (see  
41                definition of family under Article 11.1.1 Bereavement Leave).

42  
43                Unit members who have exhausted all sick leave and who are  
44                members of the Catastrophic Leave Bank may request withdrawal  
45                of additional sick days from the Bank for a catastrophic illness or  
46                injury.

47  
48        11.15.1.1 The Association and the District agree to create a  
49                Catastrophic Leave Bank effective July 1, 2000. The  
50                Catastrophic Leave Bank shall be funded in accordance

1 with the terms of Section 11.15.2 below.

2  
3 11.15.1.2 For the purposes of this section, a “day” shall be any day  
4 a unit member is required to be on duty as determined  
5 by the terms of this Agreement. The Catastrophic  
6 Leave Bank does not apply to summer school,  
7 intersession or any extra teaching assignment.

8  
9 11.15.1.3 Days in the Catastrophic Leave Bank shall accumulate  
10 from year to year.

11  
12 11.15.1.4 Days shall be contributed to the Bank not to a specific  
13 employee and withdrawn from the Bank without regard  
14 to the daily rate of pay of the Catastrophic Leave Bank  
15 participant.

16  
17 11.15.1.5 The Catastrophic Leave Bank shall be administered by a  
18 joint committee comprised of three (3) voluntary  
19 members appointed by the Association and two (2)  
20 members appointed by the District.

21  
22 11.15.2 Eligibility and Contributions

23  
24 11.15.2.1 All unit members on active duty with the District are  
25 eligible to contribute to the Catastrophic Leave Bank.

26  
27 11.15.2.2 Participation in the Bank shall be voluntary. Only unit  
28 members that have contributed to the Bank will be  
29 permitted to request a withdrawal from the Bank.

30  
31 11.15.2.3 Contributions to the Bank must be authorized and  
32 renewed annually by the unit member on the appropriate  
33 district form. Contributions shall be made each year  
34 during the Medical Benefits Open Enrollment period or  
35 thirty (30) days from a new employees date of hire.  
36 The effective date of coverage shall be the first day of  
37 the month following enrollment. Forms shall be  
38 returned to the District Business Office.

39  
40 11.15.2.4 Membership from the Bank may be revoked at any time  
41 when a unit member completes the appropriate district  
42 form and returns it to the District Business Office.

43  
44 Membership from the Bank is revoked automatically  
45 whenever a member fails to make his/her annual  
46 contribution (September 1 to September 30).

47  
48 11.15.2.5 Sick leave previously authorized for contribution to the  
49 Bank shall not be returned to the unit member if the unit  
50 member effects cancellation from the Bank.

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11.15.2.6 Unit members returning from unpaid leave of absence which included the enrollment period will be permitted to contribute to the Bank within 30 calendar days of returning to work

Enrollment forms for the Catastrophic Leave Bank shall be available to all new unit members and those unit members returning from leave.

11.15.2.7 The minimum annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave.

11.15.2.7.1 If the number of days in the Bank falls below thirty (30) days, the Joint Committee will open an additional period of 10 days during which current Catastrophic Leave Bank members may contribute on a voluntary basis one additional day.

Those unit members wishing to join the Bank for the first time may also contribute at this time.

Failure to contribute during this additional request period from the Joint Committee will not cause a Catastrophic Leave Bank member to cease participation in the Bank.

If the Bank does not have sufficient days to meet a withdrawal request, the Joint Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank, if any, shall be returned to the then current (that fiscal year) donors in a proportionate manner. Any such redistribution shall be in not less than half-day units and each donor's rebate shall be limited to his/her total donations to the bank

11.15.2.7.2 If the number of days in the Bank at the end of the school year (June 30) exceeds four hundred (400) days, no contributions shall

1 be required of continuing Catastrophic  
2 Leave Bank participants for the next school  
3 year.

4  
5 Unit members joining the Catastrophic  
6 Leave Bank for the first time or those  
7 returning from leave shall be required to  
8 contribute one day to the Bank to participate  
9 in the Bank.

10  
11 11.15.3 Procedures for Withdrawal of Days from the Bank

12  
13 11.15.3.1 Catastrophic Leave Bank participants whose sick leave  
14 or industrial accident/illness leave and sick leave is  
15 exhausted may request withdrawal from the Bank for  
16 catastrophic illness or injury.

17  
18 There will be a ten (10) day waiting period. This waiting  
19 period must be covered by the last days of sick leave, the  
20 unit members differential leave, leave without pay or a  
21 combination of the leaves.

22  
23 11.15.3.2 Unit members may submit requests for extensions of  
24 withdrawals as their prior grants expire. Extension for a  
25 continuous illness or injury shall have no additional  
26 waiting period. If the request is for an extension, an  
27 updated physician's statement of the illness or injury  
28 must be presented to the Joint Committee.

29  
30 11.15.3.3 Catastrophic Leave Bank members, who have exhausted  
31 all accumulated sick leave, but still have differential leave  
32 available are eligible to request a withdrawal from the  
33 Catastrophic Leave Bank. The District shall pay the  
34 unit member full pay and the Bank shall be charged not  
35 more than one-half (1/2) day.

36  
37 The receipt of a donated sick leave credit as defined  
38 herein, when combined with other district income, shall  
39 not provide the recipient with a greater monthly district  
40 income than he/she received immediately prior to the  
41 receipt of the catastrophic sick leave.

42  
43 11.15.3.4 If a reoccurrence or a second illness or injury  
44 incapacitates a member or a member of the unit  
45 member's family within the same school year, it shall be  
46 deemed catastrophic after five (5) consecutive days.  
47 *(Thus, a unit member who used the Bank, after*  
48 *exhaustion of sick leave, for 20 days to care for the*  
49 *member's spouse who dies of cancer, and, after*  
50 *returning to work, suffers a heart attack, shall be*

1 *deemed to have a second catastrophic illness and may*  
2 *again withdraw from the bank after five (5) consecutive*  
3 *days off work).*  
4

5 11.15.3.5 Any days approved by the Joint Committee that are  
6 unused by the unit member shall be returned to the Bank  
7 upon the unit member's return to work after the illness or  
8 injury.  
9

10 11.15.3.6 If a unit member is incapacitated, applications may be  
11 submitted to the Joint Committee by the unit member's  
12 representative as designated on the Catastrophic Leave  
13 Bank enrollment form.  
14

15 11.15.3.7 Withdrawals from the Catastrophic Leave Bank shall be  
16 granted in units of no more than twenty (20) days. Unit  
17 members may submit requests for extensions of  
18 withdrawals as their prior grants expire. A unit  
19 member's withdrawal from the bank may not exceed the  
20 statutory maximum of twelve (12) consecutive months.  
21

22 11.15.3.8 Unit members applying to withdraw or extend their  
23 withdrawal from the Catastrophic Leave Bank will be  
24 required to submit a physician's statement indicating the  
25 nature of the illness or injury and the probable length of  
26 absence from work. Members of the Joint Committee  
27 shall keep information regarding the nature of the illness  
28 confidential. The Joint Committee may require a medical  
29 review by a physician of the Committee's choice at the  
30 District's expense. Refusal to submit to the medical  
31 review will nullify the unit member's application. A unit  
32 member's withdrawal may not exceed the statutory  
33 maximum period of twelve (12) consecutive months.  
34

35 11.15.4 Other Provisions  
36

37 11.15.4.1 All decisions of the Catastrophic Leave Bank Joint  
38 Committee are final and shall not be subject to appeal,  
39 or subject to the grievance provisions of the  
40 Agreement.  
41

42 11.15.4.2 Participation in the Catastrophic Leave Bank is  
43 completely voluntary on the part of both donors and  
44 applicants. In order to participate in the Catastrophic  
45 Leave Bank, the unit member must waive any and all  
46 claims against the District and/or the Association arising  
47 from the administration of the Catastrophic Leave  
48 Program by signing a waiver and release which reads as  
49 follows:  
50

1 As a requirement of, and as consideration for my  
2 participation the Catastrophic Leave Bank created  
3 by Article 11 (Leaves) in the Agreement between  
4 the parties, I \_\_\_\_\_, hereby waive  
5 and release any and all claims I may now have, or  
6 may have in the future, known or unknown, against  
7 the Garvey School District and/or the Garvey Education  
8 Association in connection with the administration of the  
9 Catastrophic Leave Bank Program.

10  
11 11.15.4.3 Participant’s donating sick leave days to the Bank  
12 should be aware that their donation may impact their  
13 STRS years of service upon retirement by the number  
14 of the days donated to the Program.

15  
16 11.15.4.4 All proceedings and materials related to the Catastrophic  
17 Leave Bank shall be strictly confidential. Therefore,  
18 Joint Committee members may only disclose such  
19 information as is necessary to administer this Article.

20  
21  
22  
23 **ARTICLE 12: EVALUATION PROCEDURES**

24  
25 12.1 Evaluation and assessment of the performance of unit members shall be  
26 made on a continuing basis (at least once every semester for probationary  
27 and temporary unit members). Should a unit member be employed after  
28 the mid-point of the first semester of a school year, evaluation for that  
29 semester shall be at the option of the evaluator. Unit members with  
30 permanent status shall normally be evaluated, in writing, once every two  
31 (2) years. Reasons for evaluating permanent unit members more often  
32 than the minimum required are:

- 33  
34 1) A previous “unsatisfactory” written evaluation; and/or,  
35  
36 2) The unit member’s current performance has significantly  
37 declined since the most recent written evaluation.

38  
39 12.2 Prior to the implementation of any change in the existing evaluation  
40 forms, the District shall consult with the Association regarding said  
41 possible changes.

42  
43 12.3 If the unit member’s evaluator is to be someone other than the unit  
44 member’s immediate supervisor, then the immediate supervisor or District  
45 management shall notify the unit member of the name of the unit  
46 member’s evaluator(s) by October 15. If a subsequent change in the unit  
47 member’s evaluator(s) becomes necessary, and then the unit member shall  
48 be notified on a timely basis by his/her immediate supervisor.

- 1 12.4 The Evaluation time sequence in Section 12.11 shall be followed. A good  
2 faith attempt shall be made by the unit member and the evaluator to reach  
3 mutual agreement on the unit member's goals and objectives. Unit  
4 members shall have goals and objectives in conformance with District-  
5 approved curriculum, within assigned subject areas.  
6
- 7 12.4.1 Goals and objectives may also be required in the areas of student  
8 discipline and other duties performed by unit members as an  
9 adjunct to their regular assignments. Unit members who are not  
10 assigned students on a regular basis shall have goals and objectives  
11 in areas of primary responsibilities. Goals and objectives may also  
12 be required in other duties performed by unit members as an  
13 adjunct to their regular assignments.  
14
- 15 12.4.2 If the unit member and the evaluator cannot reach a mutual  
16 agreement on the unit member's goals and objectives, then the  
17 evaluator shall make a decision on the unit member's goals and  
18 objectives. The unit member may note for the record, and attach  
19 said comments to the final determination, his/her disagreement  
20 with the evaluator's determination of the goals and objectives.  
21
- 22 12.5 During the course of the evaluation period, unusual circumstances may  
23 occur which require modification of the original goals and objectives. The  
24 determination of new evaluation elements shall be arrived at as in Section  
25 12.4.  
26
- 27 12.6 The evaluation process shall include the following:  
28
- 29 12.6.1 For probationary and temporary unit members: A minimum of  
30 two (2) classroom observations of thirty (30) minutes or more each  
31 semester. This does not preclude informal observations as an  
32 additional assessment technique.  
33
- 34 12.6.2 For a permanent unit member: A minimum of two (2) classroom  
35 observations of thirty (30) minutes or more during the school year.  
36 This does not preclude informal observations as an additional  
37 assessment technique.  
38
- 39 12.6.3 An evaluation conference, including a written report with  
40 recommendations, shall be scheduled not more than five (5)  
41 working days after each observation of thirty (30) minutes or more,  
42 for the evaluator to review the observation with the unit member.  
43 Such a conference and report shall occur following an informal  
44 observation, if less than satisfactory performance is observed or  
45 reported.  
46
- 47 12.6.4 A unit member shall be entitled to attach a written response to any  
48 observation report or evaluation within seven (7) working days  
49 following his/her receipt of the observation report or evaluation.  
50

- 1 12.6.5 A final written evaluation by the evaluator shall be discussed with,  
2 and given to, the unit member at least sixty (60) calendar days  
3 prior to the end of the school year (June 30).  
4
- 5 12.6.6 In order to provide an opportunity to improve their instructional  
6 performance, unit members who receive a less-than-satisfactory  
7 (LTS) rating on their observation report/evaluation shall be  
8 entitled, upon request, to a subsequent, prearranged  
9 observation with a follow-up conference and written evaluation.  
10
- 11 12.6.7 The evaluator's role in assisting a unit member who receives a LTS  
12 rating shall include, but not be limited to, the following:  
13
- 14 1) Notification, in writing, of areas where improvements are  
15 needed.
  - 16 2) Specific recommendations for improvement within a specified  
17 time, and methods by which such improvements will be  
18 assessed.  
19
  - 20 3) Time schedule to monitor progress.  
21
  - 22 4) Additional resources, if any, to be utilized to assist in  
23 implementing such recommendations.  
24  
25
- 26 12.7 The evaluator may request a unit member to assist another unit member in  
27 need of assistance. Unit members shall not formally evaluate other unit  
28 members.  
29
- 30 12.8 Evaluation of a unit member shall not be based upon information or  
31 material which has been received by the evaluator from other sources,  
32 such as parents or citizens, unless, if requested by the unit member, a  
33 discussion has occurred between the unit member and the person(s) who is  
34 the source of the data and the data has been reduced in writing by this  
35 person. The evaluator shall make a reasonable effort to verify said  
36 information and material.  
37
- 38 12.8.1 The results of a Referred Participating Teacher's  
39 participation in the Peer Assistance and Review  
40 Program may be used in the annual evaluation.  
41
- 42 12.9 Evaluation of performance shall not be predicated upon lawful, non-school  
43 related, personal activities which have no impact or bearing on work-  
44 related effectiveness of the unit member.  
45
- 46 12.10 Evaluation Time Sequence:  
47
- 48 The following time sequence shall be used for full-year unit members falling  
49 into one of the following categories:  
50

1 2<sup>nd</sup> year Probationary unit members  
2 Permanent unit members

3  
4 12.11 Time Line

5  
6 Second Year Probationary and Permanent Unit Members

7  
8 By October 31 Goal setting conference

9  
10 By February 15 One completed evaluation  
11 process (refer to section 12.6) for  
12 those being recommended for  
13 termination or non-reelection

14  
15 By May 2 Final evaluation

16  
17 Temporary and First Year Probationary Unit Members

18  
19 By October 31 Goal setting conference

20  
21 By May 2 Final evaluation

22  
23 12.12 While evaluation procedures may, in many cases, be related for  
24 evidentiary purposes to disciplinary/discharge proceedings, discipline and  
25 discharge procedures may, in appropriate cases, be undertaken  
26 independently of the evaluation procedures contained in this Article. This  
27 provision shall not, however, constitute a waiver of any rights a unit  
28 member may have to adequate notice of performance deficiencies and  
29 adequate opportunity to improve.

30  
31 12.13 The District retains sole responsibility for the evaluation and assessment  
32 of performance of each unit member, subject only to the above procedural  
33 requirements. Accordingly, no grievance arising under this Article shall  
34 challenge the substantive objectives, standards or criteria determined by the  
35 evaluator or District, nor shall the grievance contest the judgment of the  
36 evaluator. Any grievance shall be limited to a claim that the above  
37 procedures have been violated or unreasonably applied.

38  
39 12.14 The District and the Association agree that:

40  
41 12.14.1 The Garvey District Performance Evaluation Document shall be  
42 the instrument used to evaluate all unit members.

43  
44 Additionally, the Evaluator shall have the discretion as to  
45 whether and how to use the Peer Assistance and Review  
46 results in the annual evaluation.

47  
48 12.14.2 The Garvey District Performance Evaluation Document shall be  
49 evaluated yearly by a committee comprised of representatives  
50 from the District and the Association.

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Said committee is to meet a sufficient number of times to submit recommendations for the purposes of collective bargaining.

12.14.3 Inservice for the evaluation procedure shall be held within the workday.

12.14.4 Four (4) areas marked “Below District Standard” on the Summative Evaluation Document, while still deemed a satisfactory evaluation will nevertheless trigger an assistance plan. Said plan will consist of a listing of resources available to both parties for the purpose of improved instruction. Timelines are to be established and adhered to by both parties.

12.14.4.1 The unit member may elect instead to enter the Peer Assistance and Review Program as a Voluntary Participating Teacher.

12.14.5 Three (3) areas marked “Unsatisfactory” or eight (8) areas marked “Below District Standard” on the Summative Evaluation Document, would be deemed an unsatisfactory evaluation and would also trigger the assistance plan referred to in Section 12.14.4.

12.14.5.1 If three (3) of the areas are marked “Unsatisfactory” or eight (8) areas are marked “Below District Standard” in the following identified 12 areas on the Summative Evaluation Document, it would be deemed an unsatisfactory evaluation and would also trigger participation in the Peer Assistance and Review Program:

- Progress of students towards standards (as found in the current summative evaluation) IF, IG
- Instructional Techniques IA, IC, ID
- Curriculum Objectives IB, IE, IIA
- Suitable Learning Environment IIB, IIC, IIIA, IIIB

12.14.6 In preparing the final evaluation form for placement into the unit member’s file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form.

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12.14.6.1 Additionally, the Evaluator shall have the discretion as to whether and how to use the Peer Assistance and Review results in the annual evaluation.

12.14.7 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which he/she has no authority or ability to correct.

12.14.8 The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:

- 1) Standardized achievement test results;
- 2) Results of any tests utilized for the purpose of a School Improvement Plan;
- 3) Achievement of objectives stated in IEP's of special education students;
- 4) Utilization of any "Clinical Supervision" techniques unless specifically agreed to by the unit member being evaluated; and,
- 5) The success, or lack thereof, of a clerical or instructional aide in the performance of tasks assigned by the unit member.

**ARTICLE 13: PERSONNEL FILES**

13.1 Each unit member's personnel file may include, but not be limited to, the following items of information:

- Required Medical Information
- Copies of Annual Contracts
- Teacher Certificates and Other Credentials
- Evaluation Reports
- Tenure Recommendations
- Transcripts of Academic Reports
- Consulting Teacher's Reports of the participation in the Peer Assistance and Review Program

13.2 Material in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved.

- 1 13.3 Such material is not to include ratings, reports or records which were  
2 obtained prior to the employment of the unit member involved; were  
3 prepared by identifiable examination committee members; or were  
4 obtained in connection with a promotional examination.  
5
- 6 13.4 Every unit member shall have the right to inspect such materials upon  
7 request provided that the request is made when a substitute is not required  
8 and when the District is normally open for business.  
9
- 10 13.5 Information of a derogatory nature, except as enumerated in Section 13.3,  
11 shall not be entered or filed unless, and until, the unit member is given  
12 notice and an opportunity to review the material and respond. A unit  
13 member shall have the right to enter, and have attached to any information  
14 of a derogatory nature, the unit member's own statement. Such review  
15 shall take place during normal business hours, and the unit member shall  
16 be released from duty for this purpose without salary reduction. It is  
17 understood that substitutes for this purpose will be provided at the sole  
18 discretion of the District.  
19
- 20 13.6 Upon written authorization by the unit member, a unit member's  
21 representative shall be permitted to examine or obtain copies of non-  
22 restricted materials within the file.  
23
- 24 13.7 The personnel file shall be located at the District Office.  
25  
26  
27

## 28 **ARTICLE 14: GRIEVANCE PROCEDURE**

### 29 14.1 Definitions

30  
31  
32 "Grievance" shall mean an alleged violation, misapplication or  
33 misinterpretation of a specific provision of this Agreement which  
34 adversely affects the grievant(s).  
35

36 "Grievant" shall mean a unit member(s) covered by this Agreement filing  
37 a grievance. In a case of multiple grievance claims on the same issue, the  
38 District may elect to hear only the first written grievance filed, and the  
39 decision rendered shall be applicable to all claims on the same issue, arising  
40 from the same set of circumstances. In addition, the Association either on  
41 its behalf, or on behalf of an affected member, shall have the right to initiate  
42 a grievance which affects more than one unit member at a single worksite,  
43 or unit members in more than one worksite.  
44

45 "Conferee" shall mean an Association representative who shall assist the  
46 unit member in presenting and processing the grievance. An immediate  
47 supervisor with whom a grievance is filed may also choose a  
48 representative.  
49

1 “Association” shall mean the employee organization recognized by the  
2 Board of Education as the exclusive representative for the unit of  
3 employees covered by this Agreement.  
4

5 “Days” shall mean any day on which the central administrative offices of  
6 the District are open for business.  
7

8 “Immediate Supervisor” shall be the first level administrator having  
9 immediate jurisdiction over the grievant, and who has been designated by  
10 the Superintendent to adjust grievances.  
11

## 12 14.2 Time Line 13

14 A District grievance form shall be completed in writing by the unit  
15 member within ten (10) days of the occurrence or within ten (10) days of  
16 when the unit member could reasonably have known of the occurrence, act  
17 or omission giving rise to the grievance.  
18

## 19 14.3 Time Line Extensions 20

21 Time limits affected by the winter recess shall be extended by ten (10)  
22 days; and time limits affected by the spring or summer recess shall be  
23 extended by five (5) days.  
24

## 25 14.4 General Provisions 26

27 14.4.1 The purpose of this procedure is to attempt to secure equitable  
28 solutions to grievances. All parties agree that these proceedings  
29 shall be kept informal and confidential, and that the grievant and  
30 immediate supervisor should attempt to resolve the grievance at the  
31 informal level.  
32

33 14.4.2 The filing of a grievance shall in no way interfere with the right of  
34 the District to proceed in carrying out its management  
35 responsibilities subject to the final decision of the grievance.  
36

37 In the event the alleged grievance involves an order, requirement  
38 or other directive, the grievant shall fulfill or carry out such order,  
39 requirement or other directive pending the final decision of the  
40 grievance.  
41

42 14.4.3 The unit member and immediate supervisor shall have the right to  
43 include in the grievance hearings such witnesses as they deem  
44 necessary to develop facts pertinent to the grievance. These names  
45 shall be made available to both parties upon request. Such  
46 witnesses shall be in addition to the conferee that either party may  
47 select.  
48

49 14.4.4 Although a specific time period is provided for administrative  
50 decisions at each level of the grievance procedure, it is recognized  
that multiple grievance claims must be processed in a sequential

1 manner. Consequently, at each level of the procedure, grievance  
2 claims shall be assigned consecutive numbers based upon the time  
3 and date on which written grievances are received. Administration  
4 personnel shall process such numbered grievances in a sequential  
5 manner, following a pattern that first filed will be first considered.  
6

7 **14.5 Level I (Informal Procedure)**

8  
9 The unit member shall meet with the immediate supervisor to discuss the  
10 potential grievance in an attempt to resolve it informally. If the potential  
11 grievance is not resolved at this level, the unit member may then proceed to  
12 Level II.  
13

14 **14.6 Level II (Formal Procedure)**

15  
16 Within ten (10) days of the occurrence, or within ten (10) days of when the  
17 unit member could reasonably have known of the occurrence, act or  
18 omission giving rise to the grievance, the grievant must present his/her  
19 grievance in writing on the District grievance form to the immediate  
20 supervisor. This District form shall contain a clear and concise statement  
21 of the grievance, the circumstances involved, the decision rendered at the  
22 informal conference, and the specific remedy sought. The immediate  
23 supervisor shall communicate a decision to the unit member in writing  
24 within ten (10) days after receiving the grievance. If the administrator  
25 does not respond within the time limits, the grievant may appeal to the next  
26 level. Within the above time limits, either party may request a personal  
27 conference to discuss the grievance. Either the grievant or the immediate  
28 supervisor may have a conferee present at such a conference.  
29

30 **14.7 Level III (Appeal to Superintendent)**

31  
32 If the grievant is not satisfied with the decision at Level II, the unit member  
33 may, within ten (10) days appeal the decision to the Superintendent or  
34 his/her designee. This written appeal shall include a copy of the original  
35 grievance; the appeals and the decisions rendered at previous levels; and a  
36 clear, concise statement of the reasons for the appeal. The Superintendent,  
37 or his/her designee, shall communicate a decision within ten (10) days. If  
38 the Superintendent, or designee, does not respond within the time limits  
39 provided, the grievant may appeal to the next level.  
40

41 **14.8 Level IV (Binding Arbitration)**

42  
43 If the grievant is not satisfied with the decision at Level III, the unit  
44 member may, within ten (10) days, submit a written request to the  
45 Association for arbitration of the dispute. The Association may submit the  
46 grievance to arbitration within ten (10) days of its receipt of the request.  
47 The Association and the District shall attempt to agree upon an arbitrator.  
48 If no agreement can be reached within five (5) days, the parties shall  
49 request the California State Conciliation Service to supply a panel of five  
50 (5) names of persons experienced in hearing grievances. Each party shall

1 alternately strike a name until only one name remains. The remaining panel  
2 member shall be the arbitrator. The order of striking shall be determined  
3 by lot.  
4

5 14.8.1 The arbitrator's decision shall be in writing and shall set forth the  
6 findings of fact, reasoning conclusions of the issue(s) submitted.  
7 The arbitrator shall be without power of authority to make any  
8 decision which requires the commission of an act prohibited by  
9 law or which is a violation of the terms of this Agreement. He/she  
10 may not add to, subtract from, or modify this Agreement.  
11 However, it is agreed that the arbitrator is empowered to include in  
12 any award such financial reimbursement or other remedies as he/she  
13 judges to be proper. The decision of the arbitrator shall be  
14 submitted to the Association and the Superintendent, and will be  
15 final and binding upon the parties. If any question arises as to the  
16 arbitrability of the grievance, such question will be ruled upon by  
17 the arbitrator only after he/she has had an opportunity to hear the  
18 merits of the grievance.  
19

20 14.8.2 All costs for the services of the arbitrator, including, but not  
21 limited to, per diem expenses, his/her travel and subsistence  
22 expenses, and the cost of any hearing room, will be borne equally  
23 by the District and the Association. All other costs, except for  
24 release time for the grievant(s), Association representative(s) and  
25 others as provided by law, shall be borne by the party incurring  
26 them.  
27

28 14.9 Time Limits  
29

30 14.9.1 Time limits provided for at each level shall begin the day following  
31 receipt of the grievance, grievance appeal or written decision.  
32

33 14.9.2 Since it is important that grievances be processed as rapidly as  
34 possible, the time limits specified at each level should be considered  
35 to be maximums, and every effort should be made to expedite the  
36 process. The time limits may, however, be extended by mutual  
37 written agreement.  
38

39 14.9.3 In the event a grievance is filed at such a time that it cannot be  
40 processed through all the steps in this grievance procedure by the  
41 end of the school year; and, if left unresolved until the beginning of  
42 the following school year could result in harm to an aggrieved  
43 person, the time limits set forth herein will be reduced so that the  
44 procedure may be exhausted prior to the end of the school year or  
45 as soon as practicable.  
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50 14.10 Rights of Representation

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A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative.

14.11 No Reprisals

No reprisals of any kind will be taken by any member or representative of the Administration or the Board of Education against any aggrieved party, any party of interest, any member of the Association or any other participant in the grievance by reason of such participation.

14.12 Miscellaneous

14.12.1 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, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level III.

14.12.2 When it is necessary for a representative designated by the Association to investigate a grievance, or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Principal or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.

14.12.3 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

14.12.4 The Association and District shall mutually agree upon a form for filing grievances.

14.12.5 Upon mutual written agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

14.12.6 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of this written Agreement. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

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14.13 Expedited Arbitration

Upon mutual agreement of the parties, the arbitration may be held under the Expedited Arbitration Rules as provided for in this Article.

14.14 Expedited Arbitration Rules

14.14.1 Representation by Counsel

Any party may be represented at the hearing by counsel or other representative.

14.14.2 Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.

14.14.3 Oaths

Before proceeding with the first hearing, the Arbitrator shall require witnesses to testify under oath.

14.14.4 No Stenographic Record

There shall be no stenographic record of the proceedings.

14.14.5 Proceedings

The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full representation of the evidence and arguments of the parties. The Arbitrator shall take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances, and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.

14.14.6 Arbitration in the Absence of a Party

The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.

14.14.7 Evidence

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The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

14.14.8 Evidence by Affidavit and Filing of Documents

The Arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.

14.14.9 Close of Hearings

The Arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.

14.14.10 Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with, and who fails to state objections thereto in writing, shall be deemed to have waived the right to object.

14.14.11 Serving of Notices

Any papers of process necessary or proper for the initiation or continuation of an arbitration under these rules, and for any court action in connection therewith, or for the entry of judgment on an award made thereunder, may be served on such party:

- 1) By mail addressed to such party or its attorney at its last known address;
- 2) by personal service; or,
- 3) as otherwise provided in these rules.

14.14.12 Time of Award

The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed to by the parties, not later than five (5) business days from the date of the closing of the hearing.

14.14.13 Form of Award

The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

14.14.14 Delivery of Award to Parties

1  
2 Parties shall accept as legal delivery of the award the placing of the  
3 award, or a true copy thereof, in the mail by the Arbitrator,  
4 addressed to such party at its last known address, or to its attorney,  
5 or personal service of the award, or the filing of the award in any  
6 manner which may be prescribed by law.  
7

8 14.14.15 Expenses  
9

10 The expenses of witnesses for either side shall be paid by the party  
11 producing such witnesses.  
12  
13  
14

15 **ARTICLE 15: REDUCTION-IN-FORCE ACTIONS AND**  
16 **EFFECTS RELATING THERETO**  
17

- 18 15.1 In accordance with the legal provisions of the Education Code regarding  
19 reduction-in-force actions by the District, nothing contained herein shall  
20 be construed to impede any possible District implementation of said legal  
21 provisions, or the assignment of professional bargaining unit services  
22 related thereto; nor shall this article be construed to remove the reduction-  
23 in-force protections of the Education Code for unit members.  
24
- 25 15.2 The District and the Association agree that all Education Code procedural  
26 requirements and provisions for layoff of unit members shall be observed  
27 if the District determines that reductions in force are necessary.  
28
- 29 15.3 The District and Association agree that alleged violations of the procedure  
30 and requirements described in Sections 15.1 and 15.2 shall be excluded  
31 from the provisions of Article 14 (Grievance Procedure) of this Agreement.  
32
- 33 15.4 Article 8 (Fringe Benefits) shall be construed as providing fringe benefit  
34 coverage through September 30 for those unit members working a full  
35 school year, including all unit members laid off as a result of a reduction-  
36 in-force action by the Board of Education on or before May 15 in any  
37 school year.  
38
- 39 15.5 The District shall compensate all teachers laid off in accordance with a  
40 reduction-in-force action at their daily rates of pay should they be utilized  
41 as substitute teachers.  
42
- 43 15.6 The District shall not bargain with any subgroup of the unit on the effects  
44 of the reduction-in-force actions.  
45
- 46 15.7 The District and the Association each voluntarily and unequivocally waives  
47 the right, and each agrees that the other shall not be obligated to bargain  
48 collectively with respect to any subject or matter related to reduction-in-  
49 force actions, and effects related thereto, even though such subject or

1 matter may not have been within the knowledge or contemplation of either  
2 or both of the parties at the time they negotiated or signed this Agreement.

3  
4 15.8 The Association agrees that the above language shall satisfy the parties'  
5 obligation to bargain this topic during the term of this Agreement.  
6  
7

8  
9 **ARTICLE 16: ACADEMIC AND PERSONAL FREEDOM**

10  
11 16.1 Academic Freedom

12  
13 It is the policy of the District that all instruction shall be fair, accurate,  
14 objective, and appropriate to the age and maturity of the student(s) and  
15 sensitive to the community needs and values of our diverse cultures and  
16 heritages. Academic freedom is essential to the fulfillment of this policy  
17 and the District acknowledges the fundamental need to protect unit  
18 members from censorship or restraint which might interfere with the unit  
19 member's obligation to pursue truth in performance of their teaching  
20 functions. Accordingly:  
21

22 16.1.1 A unit member shall have reasonable freedom in the classroom  
23 presentations and discussions, and may introduce political,  
24 religious or otherwise controversial materials, provided that said  
25 material is relevant to the course content, within the scope of the  
26 law, and other points of view are presented; and,  
27

28 16.1.2 in performing teaching functions, unit members shall have  
29 reasonable freedom to express various points of view on all matters  
30 relevant to the course content, in an objective manner. A unit  
31 member, however, shall not utilize his/her position to indoctrinate  
32 students with his/her own personal, political and/or religious  
33 views.  
34

35 16.2 Personal Freedom

36  
37 16.2.1 The personal life of a unit member is not an appropriate concern of  
38 the District for purposes of evaluation or disciplinary action unless  
39 it prevents the unit member from performing his/her assigned  
40 duties.  
41

42 16.2.2 A unit member shall be entitled full rights of citizenship, and no  
43 religious or political activities, or lack thereof, of any unit member  
44 shall be used for purposes of evaluation or disciplinary action  
45 unless said activities violate local, state or federal law.  
46

47 **ARTICLE 17: CLASS SIZE**

- 1 17.1 The District believes that class size is a variable related to working  
2 conditions of unit members, and the District shall make a reasonable effort  
3 not to exceed a district-wide average of 30:1 between regular students and  
4 regular teachers excluding 20:1 and SDC classes.  
5
- 6 17.2 It is understood that class size may be adjusted should there be a revenue  
7 emergency.  
8
- 9 17.3 The District shall make a reasonable effort to balance class size for SDC  
10 teachers.  
11  
12  
13

## 14 **ARTICLE 18: SHARED TEACHING**

- 15
- 16 18.1 Definition  
17
- 18 Job sharing is a plan whereby two (2) unit members voluntarily share the  
19 teaching responsibilities of one full-time position.  
20
- 21 18.2 Eligibility  
22
- 23 A unit member covered by this Agreement  
24
- 25 18.3 Responsibilities  
26
- 27 18.3.1 The unit member shall have been in a permanent, probationary or  
28 temporary status with the District. The unit member shall sign a  
29 one-year job-sharing agreement in conformance with this program,  
30 and agrees to return to full-time status. Job-sharing plans may vary  
31 from school to school, but the opportunity for shared teaching  
32 should be equally available at all school sites.  
33
- 34 18.3.2 A unit member may participate in this program on year-to-year  
35 basis, with approval by the District. The District shall inform the  
36 unit member of the rationale for granting or denying the additional  
37 year.  
38
- 39 18.3.3 The exact percentage of student contact time each unit member  
40 shall work shall be agreed upon by the unit members involved and  
41 the principal. Both unit members shall be responsible for  
42 cooperative planning time to maintain consistency in curriculum  
43 and discipline.  
44
- 45 18.4 Length of Job-Sharing Contract  
46
- 47 The program shall be one (1) year duration.  
48
- 49 18.5 Compensation  
50

1 18.5.1 Any reduction in unit member status from full-time will result in a  
2 proportionate reduction in his/her salary, benefits, State Teachers  
3 Retirement System, and movement on salary schedule. Service  
4 rendered under the shared teaching portion of this Article shall  
5 accumulate towards credit for one (1) year service and movement  
6 on the salary schedule. That is, if a unit member serves fifty (50)  
7 percent the second year, the unit member will make one (1) step  
8 advancement on the salary schedule the beginning of the third  
9 school year.

10  
11 18.5.2 The total fringe benefit cost to the District when two (2) unit  
12 members are employed in a shared teaching assignment, shall not  
13 be greater than if no job sharing existed. The unit members shall  
14 be entitled to receive prorated District fringe benefit coverage  
15 contributions in the same ratio as his/her service bears to full-time  
16 employment, and may purchase remaining insurance at the District  
17 group rate.

18  
19 18.6 Request Procedures

20  
21 18.6.1 Request(s) must be initiated by the unit member(s) to enter shared  
22 teaching.

23  
24 18.6.2 Job-sharing unit members shall submit a work plan that meets with  
25 the approval of the Superintendent or his/her designee, no later  
26 than April 1 of the preceding year.

27  
28 18.6.3 Applications are subject to final approval by the District.

29  
30 18.7 Conformance to Agreement

31  
32 The plan submitted by the unit members and approved by the District shall  
33 be in conformance with all Articles and provisions of this Agreement.

34  
35  
36

37 **ARTICLE 19: PEER ASSISTANCE AND REVIEW (PAR)**

38  
39 **19.0 Peer Assistance and Review (PAR)**

40  
41 19.1 Definitions

42  
43 19.1.1 "Participating Teacher"

44  
45 Any member of the certificated bargaining unit who is covered by  
46 the certificated evaluation, Article 12 of the Agreement.

47  
48 A unit member who either volunteers or is required by the  
49 Agreement to participate in the Program.

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19.1.2 “Consulting Teacher”

An exemplary teacher meeting the requirements of subsection 19.4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

19.1.3 “Beginning Teacher”

Any unit member having five or fewer years of recent teaching experience, probationary or temporary status, or any District teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et seq. This Peer Assistance and Review Program is to be closely coordinated with other District programs for training and assistance to beginning teachers.

19.1.4 “Voluntary Participating Teacher”

A unit member who volunteers to participate in the Peer Assistance and Review Program. The purpose of participation in the Peer Assistance and Review Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher shall remain in the program for one year and may apply for a renewal to the Joint Panel.

19.1.5 “Referred Participating Teacher” (Participating Teacher With An Unsatisfactory Evaluation)

A unit member with permanent status, whose most recent performance evaluation contained an overall unsatisfactory evaluation in the areas of:

- Progress of students towards standards (as found in the current summative evaluation items) IF, IG
- Instructional Techniques IA, IC, ID
- Curriculum Objectives IB, IE, IIA
- Suitable Learning Environment IIB, IIC, IIIA, IIIB

A unit member becomes a Referred Participating Teacher when three of these twelve items noted above are marked unsatisfactory or eight of these twelve items are marked below district standard on the summative evaluation. If a unit member becomes a Referred Participating Teacher, the Referred Participating Teacher is not required to participate in the assistance plan under the evaluation procedures in Article 12.14.5.

19.1.6 “Evaluator” (Immediate Supervisor)

1 The certificated administrator appointed by the District to evaluate  
2 a certificated teacher.

3  
4 19.2 Purpose

5  
6 19.2.1 The Peer Assistance and Review Program allows exemplary  
7 teachers to assist permanent and beginning teachers in the areas of  
8 subject matter knowledge, teaching strategies, and teaching  
9 methods.

10  
11 19.2.2 The extent of the Program's assistance and review depends on  
12 whether the participating teacher is a beginning teacher, a volunteer  
13 permanent teacher, or a permanent teacher who has received an  
14 overall unsatisfactory evaluation in the areas of teaching methods  
15 and instruction. The Program's assistance shall be provided  
16 through the Consulting Teachers as described in detail in Sections  
17 19.14.2 and 19.14.3 of this document. This assistance shall not  
18 involve the participation in nor the conducting of the annual  
19 evaluation of certificated unit members as set forth in Article 12 of  
20 the Agreement and Education Code 44660, et seq., except for  
21 making available to the evaluator the results of a referred unit  
22 member's participation in the Program.

23  
24 19.2.3 The Program resources shall be utilized in the following priority:  
25 first, for Referred Participating Teachers with an overall  
26 unsatisfactory evaluation; second, for Beginning Teachers; third, for  
27 Voluntary Participating Teachers on evaluation cycle; and finally,  
28 for other Voluntary Participating Teachers.

29  
30 19.3 Program Outline

31  
32 19.3.1 Referred Participating Teachers

33  
34 A unit member with permanent status who receives an  
35 unsatisfactory evaluation as defined in Section 12.14.5.1 of the  
36 collective bargaining agreement must participate in this Program.

37  
38 19.3.2 The Consulting Teacher and the evaluator are expected to establish  
39 a cooperative relationship and shall coordinate and align the  
40 assistance provided to the Referred Participating Teacher.

41  
42 19.3.2.1 The Evaluator, the Consulting Teacher and the  
43 Referred Participating Teacher shall meet and discuss the  
44 recommended areas of improvement outlined by the  
45 Evaluator and the types of assistance that should be  
46 provided by the Consulting Teacher. The Referred  
47 Participating Teacher may request an Association  
48 representative to be present at the meeting. After meeting,  
49 the Consulting Teacher will provide the assistance set forth  
50 in Section 19.14.3. The Consulting Teacher's assistance

1 shall focus on the specific areas recommended for  
2 improvement by the Participating Teacher's evaluator.  
3

4 19.3.2.2 These written recommendations shall be aligned  
5 with student learning, clearly stated, and consistent with  
6 Education Code Section 44662. These recommendations  
7 shall be considered as the performance goals required by  
8 Education Code Sections 44664(a) and 44500(b)(2).  
9

10 19.3.2.3 A Referred Participating Teacher may select his or  
11 her Consulting Teacher from a list of not fewer than three  
12 Consulting Teachers provided by the Joint Panel. A  
13 different Consulting Teacher may be requested to work  
14 with the Referred Participating Teacher at any time during  
15 the process when requested to do so by the Referred  
16 Participating Teacher or the Consulting Teacher with the  
17 approval of the Joint Panel. A change may only take place  
18 once per year.  
19

20 19.3.2.4 Each Referred Participating Teacher shall receive no  
21 fewer than ten hours of assistance per semester from a  
22 Consulting Teacher.  
23

24 19.3.3 Before April 1, of the first year, the Consulting Teacher shall  
25 complete a written report evaluating the teacher's participation  
26 in the Program consisting solely of: (1) a description of the  
27 assistance provided to the Referred Participating Teacher and  
28 (2) observations of the results of the assistance in the targeted  
29 areas, (3) a recommendation regarding continued participation in  
30 the Program. This report shall be submitted to the Joint Panel,  
31 with a copy also submitted to the Referred Participating Teacher  
32 and the Evaluator. In subsequent years, the Consulting Teacher  
33 shall complete before February 1, of each year, an interim  
34 report, and by April 1, of each year, a final report consisting of  
35 the same criteria described in this section. These reports shall be  
36 submitted to the Joint Panel with a copy submitted to the  
37 Referred Participating Teacher and the Evaluator.  
38

39 A copy of each Consulting Teacher's report shall be submitted to  
40 and discussed with the Referred Participating Teacher to receive  
41 his or her input and signature before the report is submitted to  
42 the Joint Panel.  
43

44 The Referred Participating Teacher's signing of the report does  
45 not necessarily mean agreement, but rather that he or she has  
46 received a copy of the report. The Referred Participating  
47 Teacher shall have the right to submit a written response, within  
48 ten (10) working days, and shall have it attached to a copy of the  
49 report of the Consulting Teacher. The response shall be

1 submitted to the Joint Panel by the Referred Participating  
2 Teacher.

3  
4 The Referred Participating Teacher shall have the right to  
5 request a meeting with the Joint Panel and to be represented at  
6 this meeting by an Association Representative of his or her  
7 choice. The Joint Panel shall schedule a meeting with the  
8 Referred Participating Teacher within ten (10) working days of  
9 receiving a request to meet from the Referred Participating  
10 Teacher.

11  
12 19.3.3.1 The results of the Referred Participating Teacher's  
13 participation in the Program shall be made available as part  
14 of the Referred Participating Teacher's annual evaluation.  
15 The Evaluator shall have the discretion as to whether and  
16 how to use the results in the annual evaluation.

17  
18 19.3.3.2 After receiving the April 1<sup>st</sup> report, the Joint Panel  
19 shall determine whether the Referred Participating Teacher  
20 will benefit from continued participation in the Program.

21  
22 19.3.3.3 The Referred Participating Teacher will continue  
23 participating in the Program until the Joint Panel  
24 determines the teacher no longer benefits from participation  
25 in the Program, or the teacher receives a satisfactory  
26 evaluation, or the teacher is separated from the District, or  
27 the Commission on Teacher Credentialing clears the  
28 teacher of charges raised by the district. The district has  
29 the sole authority to determine whether the Referred  
30 Participating Teacher has been able to demonstrate  
31 satisfactory improvement.

32  
33 19.3.3.4 If after a hearing by the Commission on teacher's  
34 competence the teacher returns to the district, the teacher is  
35 subject to the regular process of evaluation and Peer  
36 Assistance and Review Program under Article 19.

37  
38 19.3.3.5 The Consulting Teacher's report on the participation  
39 in the Program, as defined in subsection 19.13.1.3 above  
40 may be placed in the personnel file by the Referred  
41 Participating Teacher or by the Evaluator if the report is  
42 used in the annual evaluation.

43  
44 19.3.3.6 The Joint Panel will make an annual report to the  
45 Governing Board, the Assistant Superintendent of Human  
46 Resources and the President of the Association regarding  
47 the Program's impact, improvements to be made in the  
48 Program, and any recommendations regarding Program  
49 participants, including forwarding the names of the  
50 Referred Participating Teachers with unsatisfactory

1 evaluations who, after sustained assistance, are unable to  
2 demonstrate satisfactory improvement.

### 3 4 19.3.4 Beginning Teachers

5  
6 19.3.4.1 A Consulting Teacher will be assigned to one or  
7 more Beginning Teachers under the Beginning Teacher  
8 Support Assessment (BTSA) program to provide  
9 assistance. The Consulting Teacher shall concentrate the  
10 assistance in the area of the California Standards for the  
11 Teaching Profession. Beginning Teachers no longer  
12 eligible for the BTSA program may request assistance  
13 under the Peer Assistance and Review Program.

14  
15 19.3.4.2 The Consulting Teacher and the Evaluator shall have  
16 a cooperative relationship, and shall coordinate the  
17 assistance provided to the Beginning Teachers.

18  
19 19.3.4.3 Because Beginning Teacher participation in the  
20 Program is not legally mandated, neither the Consulting  
21 Teacher nor the Joint Panel will make written reports  
22 regarding individual Beginning Teachers, nor forward to  
23 the Board the names of individual Beginning Teachers who  
24 participated in the Program. The Consulting Teacher shall  
25 provide an annual assessment of the Program's overall  
26 effectiveness and specific areas for improvement in the  
27 Program to the Joint Panel. The Joint Panel will annually  
28 report to the Governing Board, the Assistant  
29 Superintendent of Human Resources and the President of  
30 the Association on the overall effectiveness of the Program  
31 for Beginning Teachers.

### 32 33 19.3.5 Voluntary Participating Teachers

34  
35 19.3.5.1 Those unit members participating in an assistance  
36 plan set forth in Section 12.14.4 and 12.14.5 of the  
37 Agreement or any unit member may volunteer to  
38 participate in the Peer Assistance and Review Program.

39  
40 19.3.5.2 Voluntary Participating Teachers are individuals  
41 who wish to grow and learn with the assistance from a  
42 peer, or who may be seeking assistance due to a change in  
43 assignment or the implementation of new curriculum. The  
44 Program for Voluntary Participating Teachers will focus on  
45 practical application of certain teaching skills or the  
46 acquisition of a new subject matter.

47  
48 19.3.5.3 The Voluntary Participating Teacher requests a  
49 Consulting Teacher from the Joint Panel. This request  
50 shall identify the specific area(s) of assistance needed.

1  
2 The Joint Panel determines the availability of Consulting  
3 Teachers based on participation in the Program, budget, and  
4 other considerations. The Voluntary Participating Teacher  
5 may request a specific Consulting Teacher, but the final  
6 decision rests with the Joint Panel.  
7

8 All communication between the Consulting Teacher and the  
9 Volunteer Participating Teachers shall be confidential, and  
10 without the written consent of the Volunteer Participating  
11 Teacher, shall not be shared with others, including the Site  
12 Principal, the Evaluator, or the Joint Panel.  
13

#### 14 19.4 Governance and Program Structure

##### 15 19.4.1 Joint Panel

16  
17  
18 19.4.1.1 The Peer Assistance and Review Program will be  
19 administered by a Panel consisting of five members, three  
20 certificated classroom teachers selected by the  
21 Association, and two administrators appointed by the  
22 District. Qualifications for the teacher representatives  
23 shall be the same as those for Consulting Teachers as set  
24 forth in Section 19.4.2.1. A panel member's term shall be  
25 three years, except the first term of the teacher members  
26 will be one one-year term, one two-year term, and one  
27 three-year term.  
28

29 19.4.1.1.1A Beginning Teacher Support Assessment  
30 (BTSA) liaison from the Joint Panel shall sit on the  
31 BTSA consortium and report back to the Joint  
32 Panel.  
33

34 19.4.1.2 Four of the five panel members will constitute a quorum  
35 for purposes of meeting and conducting business.  
36

37  
38 19.4.1.2.1 The Joint Panel will make all decisions whenever  
39 possible through consensus in the areas of  
40 appointments, reports, recommendations to the  
41 Governing Board, Program Plan and budget.  
42

43 19.4.1.2.2 Failing consensus, decisions will be made by a  
44 majority vote of four out of five members.  
45

46  
47 19.4.1.2.3 Failing consensus, in the event of a quorum,  
48 decision will be made by a majority vote of three out  
49 of the four members. One of the three voters in the  
50 majority, must be an administrator.

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19.4.1.2.4 The Joint Panel shall establish its own meeting schedule. Teachers who are members of the Joint Panel may be released from their regular duties to attend meetings. If, in carrying out their responsibilities as members of the Joint Panel, teacher members find it necessary to work beyond their workday of seven hours and ten minutes, they shall be compensated at the agreed upon hourly rate of pay established for unit members.

19.4.1.3 The Joint Panel’s primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:

- Submitting to the Governing Board, Assistant Superintendent Human Resources and the President of the Association an annual evaluation of the Program’s impact, including recommendations regarding Referred Participating Teachers and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.
- Sending written notification of participation in the Peer Assistance and Review Program to the Referred Participating Teacher, the Consulting Teacher, and the Site Evaluator.
- Making available a list of Consulting Teachers for selection by Referred Participating Teachers.
- Assigning the Consulting Teachers to Voluntary Participating Teachers.
- Reviewing Consulting Teachers’ reports on Referred Participating Teachers.
- Assessing the effectiveness of the Consulting Teachers.
- Coordinating with the district to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers.

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- Forwarding to the Human Resources Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in section 19.13.1.8 in this document.
  
- Establishing the Program’s internal operating rules and procedures necessary to carry out the requirements of the Education Code and this Article, including a procedure for selecting the Joint Panel’s chairperson. The Program’s rules and procedures shall be consistent with the provisions of this Agreement.
  
- Forwarding a copy of the rules and procedures to the President of GEA, the Assistant Superintendent Human Resources, the Director of Curriculum upon adoption of the rules and procedures. The Consulting Teachers and Participating Teachers will be given a copy of the rules and procedures.
  
- Establishing a procedure and deadlines for application as a Consulting Teacher.
  
- Coordinating assistance for those unit members who are not classroom teachers.

19.4.1.4 The Panel shall use the following procedures for establishing the annual Program plan and budget:

- (a) By May 31, of each fiscal year the Panel will establish a Program and budget for the succeeding year, which will include:
  - The estimated state revenues for the Program
  
  - The estimated expenditures, involving:
    - Projected number of Participating Teachers
  
    - Projected number of Consulting Teachers

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needed

- Release time for the Joint Panel, Consulting Teachers, and Participating Teachers
- Pay for Panel members, if meeting outside the regular workday, shall be at the current hourly rate
- Pay for Consulting Teachers (Per item 19.14.2.7)
- Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance

(b) By June 30, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By July 31, if the parties cannot reach agreement to either approve the plan/budget or to modify it, the plan/budget will be implemented as submitted by the Panel.

#### 19.4.2 Consulting Teachers

19.4.2.1 The qualifications for the Consulting Teacher shall be set forth in the rules and procedures established by the Joint Panel. The rules and procedures shall constitute the following minimum qualifications:

A credentialed classroom teacher with permanent status and at least five years of recent teaching experience with the last three years in the Garvey School District.

Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge of state frameworks and commitment to district curricular goals and standards, and

1 mastery of a range of teaching strategies necessary  
2 to meet students' needs in different contexts.

3  
4 Ability to work cooperatively and effectively with  
5 other teachers and administrators, demonstrates  
6 effective leadership skills, and experience in  
7 working on school or district committees.

8  
9 Service as a full-time classroom teacher during the  
10 year of application and each year of service.

11  
12 19.4.2.2 Consulting Teacher positions shall be posted by  
13 the district. Each applicant will be required to  
14 submit a completed application. If the applicant  
15 successfully passes the paper screening, the Joint  
16 Panel shall: (1) schedule up to two classroom  
17 visitations to observe directed teaching lessons, (2)  
18 have an oral interview with the applicant, (3) make  
19 the recommendations which will be forwarded to  
20 the Superintendent for Board approval.

21  
22 19.4.2.3 Consulting Teachers will be trained to offer peer  
23 assistance and to understand the specific functions  
24 of the Peer Assistance and Review Program.

25  
26 19.4.2.4 Consulting Teachers will be selected by Referred  
27 Participating Teachers from the list of no fewer  
28 than three Consulting Teachers by the Joint Panel.  
29 The Consulting Teacher of the Referred  
30 Participating Teacher may petition the Panel for  
31 an assignment change for good reasons. The  
32 Referred Participating Teachers shall be allowed  
33 only one change per year. Consulting Teachers  
34 will be assigned to Beginning Teacher Support  
35 Assignment (BTSA) program teachers by the  
36 Director of Curriculum as they enter the BTSA  
37 program. The Consulting Teachers will be  
38 assigned to the Voluntary Participating Teachers  
39 by the Joint Panel.

40  
41 19.4.2.5 Consulting Teachers shall have the responsibility  
42 for no more than two Participating Teachers.  
43 Each Referred Participating Teacher shall receive  
44 no less than ten hours of assistance per semester  
45 from the Consulting Teacher. In extenuating  
46 circumstances a Consulting Teacher may have up  
47 to three participating teachers for no more than  
48 one Peer Assistance and Review Program cycle as  
49 determined by the Joint Panel with the consent of  
50 the Consulting Teacher.

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19.4.2.6 Terms for Consulting Teacher Positions:

Upon completion of each school year as a Consulting Teacher, the unit member's performance shall be reviewed by the Joint Panel. The term may be extended for an additional year, for a maximum of three (3) consecutive school years.

Upon completion of three (3) consecutive years as a Consulting Teacher, and after a one-year period has elapsed, the unit member may reapply to be a Consulting Teacher.

19.4.2.7 Compensation for Consulting Teachers:

Compensation for Consulting Teachers shall be \$4,000 for a full year based on 160 hours served. Upon completion of each forty (40) hours, ¼ of the annual stipend shall be paid. Additional monies will be available for, but not limited to, release time, travel, and conference expenses. For Consulting Teachers who serve less than a full year, the \$4,000 stipend will be prorated based upon the length of time served.

- No unrestricted general funds shall be allocated to the Peer Assistance and Review Program.
- The stipend received by the Consulting Teachers is intended to be regarded as additional pay for additional responsibilities, not merit pay.

19.4.3 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

- (a) meeting and consulting with the Evaluator regarding the nature of the assistance needed and to be provided for the Referred Participating Teacher;
- (b) meeting with the Referred Participating Teacher to:
  - discuss the Peer Assistance and Review Program
  - establish performance goals
  - develop an assistance plan
  - establish a mutually agreed upon time frame and timeline to address the areas recommended for improvement

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- develop a process for determining successful completion of the Peer Assistance and Review Program

- (c) monitoring the progress and providing written reports to the Referred Participating Teacher for discussion and review;
- (d) providing consultative assistance to improve in the specific areas targeted by the Evaluator or the District Evaluation Standards;
- (e) engaging in multiple observations of the Participating Teacher for no fewer than 30 minutes per observation during periods of classroom instruction;
- (f) allowing the Participating Teacher to observe the Consulting Teacher and/or other selected teachers;
- (g) attending training in specified teaching techniques and/or in designated subject matter;
- (h) demonstrating and modeling good instructional and professional practices to the Participating Teacher;
- (i) maintaining appropriate records of each Participating Teacher's activities and progress;

19.4.4 The Consulting Teachers will prepare all written reports as required by Section 19.13.1.3 of this Article.

#### 19.5 Other Provisions

19.5.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions.

19.5.2 The District agrees to indemnify, hold harmless, and provide a defense to any Joint Panel member or Consulting Teacher in their role as a participating unit member as other public school employees have pursuant to Div. 3.6 (commencing with Section 810) of Title I of the California Government Code. The District additionally agrees to represent the Association through the District's legal counsel for litigation and proceedings resulting from the Association's participation in the Peer Assistance and Review Program in the event the Association is included in any such actions.

1 This indemnification does not include any discriminatory or  
2 illegal actions within the scope of the unit member's and/or  
3 Association's participation in the Peer Assistance and  
4 Review Program.

5  
6 19.5.3 Records

7  
8 19.5.3.1 All proceedings and materials related to  
9 evaluations, reports, and other personnel matters  
10 shall be strictly confidential. Therefore, Joint Panel  
11 members and Consulting Teachers may disclose  
12 such information only as necessary to administer  
13 this Article.

14  
15 19.15.3.2 All documents for the Peer Assistance and  
16 Review Program will be filed by the Human  
17 Resources office separately from the individual  
18 personnel records, except as set forth in 19.13.1.8  
19 above.

20  
21 19.5.4 Members of the bargaining unit who are not classroom  
22 teachers are covered by this Article. The Joint Panel shall  
23 select the method by which their participation in the Peer  
24 Assistance and Review Program takes place.

25  
26 19.5.5 Any grievance related to this Article shall be limited to a  
27 claim that the above procedures have been violated or  
28 unreasonably applied.

29  
30 19.5.6 No unit member shall be required to substitute for any  
31 participant in the Peer Assistance and Review Program who  
32 is released from his or her regular classroom assignment to  
33 observe or be observed as part of the Peer Assistance and  
34 Review Program. This shall not apply to the Joint Panel's  
35 selection process for Consulting Teachers.

36  
37 If no subs are available, Peer Assistance and Review  
38 Program observations will be cancelled for the day.

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43 **ARTICLE 20: DISCIPLINE PROCEDURE**

44  
45 20.1 This Article is pursuant to Section 3543.2(b) of the Government Code.  
46 This Article does not include the termination of any permanent or  
47 probationary unit member, nor does it include the implementation of  
48 Section 44939, 44940, 44942 of the Education Code, nor any amendments  
49 to those Sections, nor to any successor laws to those Sections.

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20.2 Unit members shall not be disciplined except for just cause. All disciplinary action by the District shall be corrective and progressive, rather than punitive. Unit members shall not be subject to disparate treatment in the enforcement of the disciplinary procedures under this article. The discipline imposed shall be reasonably related to the seriousness of the misconduct; and/or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the unit member.

20.3 Disciplinary action shall consist of the following:

20.3.1 A verbal warning shall first be given a unit member prior to any other disciplinary action.

20.3.2 Written warnings may be given to any unit member who has first received at least one verbal warning about a similar and separate action or infraction within the preceding eighteen (18) months. Any such warning shall be based upon verified data. Written warnings shall not be placed in the unit member's personnel file at the District Office, and shall be destroyed if no similar infraction occurs within eighteen (18) months.

20.3.3 Written reprimands may be given to any unit member who has received at least one (1) previous written warning about a similar and separate action or infraction within the preceding twelve (12) months. Any such reprimand shall be based upon verifiable data. A copy of any reprimand shall be placed in the unit member's personnel file in accordance with the provisions of Education Code Section 44031.

20.3.4 Unit members may be suspended by the Superintendent, or his/her designee, with or without pay, for a period of up to, but not to exceed, five (5) days, if the unit member has first received a written reprimand about a similar and separate action or infraction within the preceding twelve (12) months, or for actions covered under Article 20.4, within the preceding thirty-six (36) months. The number of days of suspension imposed shall be reasonably related to the seriousness of the misconduct, or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the unit member. Any such suspension shall be based upon verifiable data. A copy of all suspension orders shall be given to the Association; and, placed in the unit member's personnel file.

20.3.5 Suspensions, with or without pay, shall not reduce or deprive the unit member of seniority or of other rights or any fringe benefits. Suspensions shall not be carried over from one school year to the next. Prior to any suspensions, the Superintendent, or his/her designee, shall give written notice to the unit member informing the unit member of the specific act or omission upon which

- 1                                    suspension is based, cause for action, specific action to be taken  
2                                    and the right of the unit member to pre-disciplinary hearing with  
3                                    the Superintendent or his/her designee.  
4
- 5    20.4    For incidents of misconduct of a serious nature impacting on the health  
6                                    and welfare of students, discipline may commence with Paragraph 20.3.3  
7                                    (written reprimands).  
8
- 9    20.5    No unit member shall receive more than one (1) penalty for any single  
10                                    action or infraction. No unit member shall be disciplined in a manner  
11                                    other than that contained in Section 20.3 without their consent.  
12
- 13    20.6    Whenever a unit member is given notice of any disciplinary action, he/she  
14                                    shall be given concurrent notice of his/her right to appeal the decision by  
15                                    utilization of Article 14 (Grievance Procedure); and, the right to be  
16                                    represented by the Association.  
17
- 18    20.7    If a grievance is filed by a unit member related to an alleged infraction,  
19                                    then all disciplinary actions proposed by the District shall be stayed  
20                                    pending a final decision on the grievance.  
21
- 22    20.8    If, after having been disciplined (other than a verbal warning), a unit  
23                                    member serves the District for twelve (12) months without the need for  
24                                    further disciplinary action, he/she and the Association shall be given a  
25                                    follow-up notice to that effect, which shall be attached to any original  
26                                    notice that may have been placed in the unit member's personnel file.  
27
- 28    20.9    All information and proceedings regarding any of the above actions or  
29                                    proposed actions shall be kept confidential.  
30
- 31    20.10   Any disputes arising out of this section shall be subject to the Grievance  
32                                    Procedure.  
33
- 34    20.11   Sexual Harassment  
35
- 36                                    20.11.1 Sexual Harassment is defined as requests for sexual favors and/or  
37                                    unwelcome sexual advances or physical conduct initiated by a unit member.  
38                                    Examples of conduct that are prohibited in the district and that may  
39                                    constitute sexual harassment include but are not limited to:  
40
- 41                                    a)        Unwanted sexual advances  
42                                    b)        Offering employment benefits in exchange for sexual favors.  
43                                    c)        Making or threatening reprisals after a negative response to a  
44                                    sexual advance.  
45                                    d)        Visual conduct: Leering, making sexual gestures, displaying of  
46                                    sexually suggestive objects, pictures, cartoons, or posters.  
47                                    e)        Verbal conduct: Making or using derogatory comments, epithets,  
48                                    slurs, and jokes or stories of a sexual nature.  
49                                    f)        Verbal sexual advances, propositions, or spreading sexual rumors.

- 1 g) Verbal abuse of sexual nature, graphic verbal commentaries about  
2 an individual's body, sexually degrading words used to describe an  
3 individual, commentaries about an individual's body, sexually  
4 degrading words used to describe an individual, suggestive or  
5 obscene letters, notes, or invitations.  
6 h) Physical conduct: Touching, assaulting, impeding or blocking  
7 movements.  
8

9 20.11.2 Timeline: The timeline for sexual harassment in this section shall  
10 be thirty-six (36) months instead of twelve (12) months:  
11  
12  
13

## 14 **ARTICLE 21: PUBLIC CHARGES**

15  
16 21.1 When a complaint filed by a member of the school community (including  
17 District-enrolled students) might result in discipline, the affected unit  
18 member has the right to be represented at all stages of the proceedings; the  
19 right to be informed of the facts upon which the complaint is based; and  
20 the right to meet with the complainant in the company of the appropriate  
21 administrator to discuss the complaint.  
22

23 21.2 When a complaint filed by a member of the school community (including  
24 District-enrolled students) is about to result in discipline, the affected unit  
25 member has the right to receive a written statement of the charge; the right  
26 to file a written response to the charge (which shall be included in his/her  
27 personnel file if appropriate); and the right to have a hearing on the matter  
28 conducted by the District within the meaning of Title V 16023(c) (1) (C).  
29

30 21.3 Should a unit member be reported, investigated, or legally charged with  
31 child abuse, the District shall notify the unit member of such action, unless  
32 prohibited by law. The District shall comply with the Education Code  
33 with respect to the employment of said unit member during the period  
34 of such charge or investigation. The District shall respect, insofar as  
35 possible, the confidentiality of all information.  
36

37 21.4 No reference or documentation of said report, charge or investigation shall  
38 be placed in the unit member's personnel file.  
39  
40  
41

## 42 **ARTICLE 22: SAFETY AND PROTECTION OF** 43 **UNIT MEMBERS**

44  
45 22.1 The District shall make a reasonable effort to provide for the safety of unit  
46 members.  
47

1 22.2 The District and Association agree to comply with the intent of SB 187  
2 “Comprehensive School Safety Plans/Safety Committees.” (on file with site  
3 administrator).

4  
5 Unit members who discover potential safety problems at their work site  
6 shall immediately report the problem to the appropriate administrator, with  
7 status report to be returned.

8  
9 22.3 In the event of a general emergency or disaster during the normal workday,  
10 unit members shall be expected to remain at their respective sites until  
11 given other instructions by the site administrator or his/her designee. The  
12 site administrator shall make a reasonable effort to meet the needs of unit  
13 members with respect to their families. In the event that unit member  
14 assistance is required beyond the workday, unit members shall be released  
15 for a reasonable time, on a rotating basis, to attend to family needs. If  
16 required to return to their work site, the unit member may be accompanied  
17 by family members for the duration of the emergency.

18  
19  
20  
21 **ARTICLE 23: SITE-BASED DECISION MAKING (SBDM)**

22  
23 23.1 The parties agree that dialogue continue toward the mutual understanding  
24 and development of working relationships prior to agreement and  
25 implementation of site-based decision making in the District.

26  
27  
28  
29 **ARTICLE 24: MANAGEMENT RIGHTS**

30  
31 24.1 The District retains all statutory and constitutional rights and powers which  
32 it has not agreed to limit in this Agreement.

33  
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35  
36 **ARTICLE 25: CONCERTED ACTIVITIES**

37  
38 25.1 The Association agrees not to strike, slowdown or otherwise disrupt the  
39 normal educational activities of the District during the term of this  
40 Agreement.

41  
42  
43  
44 **ARTICLE 26: NEGOTIATIONS TIME LINE**

45  
46 26.1 The parties agree that the Association shall submit its initial proposals no  
47 later than the second Board of Education meeting in February and that the

1 parties shall begin meeting and negotiating no later than twenty calendar  
2 days following the second Board of Education meeting in June.  
3  
4  
5

## 6 **ARTICLE 27: OMISSIONS AND ERRORS**

7

8 27.1 This document, while negotiated and made ready for print in good faith by  
9 both parties, may contain omissions and errors. It is the intent of both  
10 parties to jointly rectify said omissions and errors within ninety (90) days  
11 of the ratification of this current Agreement. This time line may be  
12 extended by mutual agreement.  
13  
14  
15

## 16 **ARTICLE 28: EFFECT OF AGREEMENT**

17

18 28.1 It is understood and agreed by the District and the Association that the  
19 specific provisions in this Agreement shall prevail over District practices  
20 and procedures and over State law to the extent permitted by State law.  
21  
22  
23

## 24 **ARTICLE 29: SAVINGS PROVISION**

25

26 29.1 If any of the provisions of this Agreement are held to be contrary to law by a  
27 court of competent jurisdiction, such provisions will not be deemed valid  
28 except to the extent permitted by law; however, all other provisions will  
29 continue in full force and effect.  
30  
31  
32

## 33 **ARTICLE 30: YEAR ROUND EDUCATION**

34

### 35 **30.1 Year Round Education -Multiple Track (YRE M/T)**

36

37 30.1.1 The District and Association agree that the following terms and  
38 conditions of employment shall prevail for the duration of this  
39 Agreement, for the members of the bargaining uit assigned to  
40 YRE M/T  
41

42 30.1.1.1 All YRE M/T schools shall commence their school  
43 year on the same calendar day.  
44

45 30.1.1.2 For YRE M/T schools, there shall be 177 days  
46 for instruction. There shall be 178 work days  
47 for teachers, pursuant to Article 4 (Work Year)  
48 of the Agreement. See Appendix C2

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30.1.1.3 Instructional minutes for YRE M/T shall be no less than:

- K 206 minutes per day; 36,000 minutes per year
- 1-3 289 minutes per day; 50,400 minutes per year
- 4-6 310 minutes per day; 54,000 minutes per year

30.1.1.4 Article 5 (Duty Hours) is modified for YRE M/T teachers to reflect duty hours equal to the total of minutes per year as in the traditional schools.

30.1.1.5 Every reasonable alternative will be considered to avoid roving/rotating unit members. These alternatives may include, but not be limited to, such alternatives as twelve-month unit members, boundary changes, maximum enrollment and transportation. Roving/rotating assignments shall be voluntary and not be given without the mutual consent of the unit members directly involved. Should there be no volunteer for the roving/rotating assignment in any given year, the selection of the unit member to fill this position shall be predicated upon seniority, beginning with the least senior unit member, exempting first year teachers; and thereafter, rotated on a year-to-year basis to the extent that such rotation is practicable. The District shall provide assistance in moving materials to any new work locations. Adequate storage shall be provided for roving/rotating unit members. Special consideration shall be made to avoid roving/rotating unit members in kindergarten through first grade (K-1) settings. The roving/rotating unit member is free of yard duty, not responsible for room environment; and shall serve in this capacity for no more than one (1) year.

30.1.1.6 Intersession teaching assignments shall be voluntary and not given without the mutual consent of the unit member(s) directly involved. Intersession teaching assignments shall be filled by members of the bargaining unit, and shall be compensated at 5/7 of appropriate Step and Column. District to pickup 5/7 of unit member's fringe benefits. Said YRE M/T intersession teaching assignments shall be for no more than 183 days per year; additional days to be on a voluntary basis and compensated at Certificated hourly rate. The District and the Association agree that unit members assigned to YRE M/T intersession positions shall qualify for salary schedule step advance provisions pursuant to Article 6: Salary. The District shall provide assistance in moving materials to any new work location. Adequate storage

1 shall be provided for intersession teachers. The  
2 intersession program will be operated under the direct  
3 supervision of a certificated intersession teacher who will  
4 be assisted by instructional assistants so that the  
5 adult/student ratio will approximate 1:15.  
6

7 30.1.1.7 Support staff personnel in year-round programs shall be  
8 at the level of service no less than what is offered in the  
9 traditional program. A support staff's annual assignment  
10 shall be by mutual consent (as a normal procedure) and  
11 shall be in conformance with State law.  
12

13 30.1.1.8 Unit members shall be eligible for unpaid leave of  
14 absence for up to one session of track assignment,  
15 without losing their track assignment, as provided for in  
16 Article 11: Leaves.  
17

18 30.1.1.9 A unit member may have the flexibility to extend his/her  
19 intersession by providing for coverage with another YRE  
20 M/T unit member. This should be verified in writing by  
21 the unit member and approved or disapproved by the site  
22 administrator within five (5) working days from date of  
23 receipt. This time limit may be extended by mutual  
24 agreement. Written justification of a denial shall be given  
25 to the unit member by the site administrator.  
26

27 30.1.1.10 A unit member may have flexibility in adjusting his/her  
28 track assignment by providing for coverage with another  
29 year-round unit member. This should be verified in  
30 writing by the unit member and approved or disapproved  
31 by the site administrator within five (5) working days  
32 from date of receipt. This time limit may be extended by  
33 mutual agreement. Written justification of a denial shall  
34 be given to the unit member by the site administrator.  
35

36 30.1.1.11 The substitute bank for YRE M/T schools shall be  
37 comprised of unit members currently employed on a full-  
38 time basis, and substitute teachers. Priority for the  
39 substitute assignments shall first be given to full-time  
40 teachers. Off-track teachers from YRE M/T schools shall  
41 be given priority to substitute in other schools in the  
42 District.  
43

44 Teachers substituting pursuant to this Agreement shall  
45 be paid at the District substitute rate of pay.  
46

47 Unit members who wish to substitute in YRE M/T  
48 schools (or in traditional schools) shall annually notify  
49 the Human Resources Office, in writing.  
50

30.1.1.12 Class size, except for intersession/summer school, shall

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conform to Article 17: Class Size.

30.1.1.13 Evaluation procedure shall conform to those of all other unit members.

30.1.1.14 Leaves shall conform to Article 11: Leaves.

**30.2 Year Round Education -- Single Track (YRE S/T)**

30.2.1 The District and the Association agree that the following terms and conditions of employment shall prevail for the duration of this Agreement, for the members of the bargaining unit assigned to the YRE S/T school:

30.2.1.1 All YRE S/T schools shall commence their school year on the same calendar day.

30.2.1.2 For the YRE S/T schools, there shall be 182 days for instruction. There shall be 183 work days for teachers, pursuant to Article 4 (Work Year) of the Agreement. See Appendix C2.

30.2.1.3 Instructional minutes for YRE S/T shall be no less than:

K	201 minutes per day; 36,000 minutes per year
1-3	281 minutes per day; 50,400 minutes per year
4-6	301 minutes per day; 54,000 minutes per year

30.2.1.4 Article 5 (Duty Hours) is modified for YRE S/T teachers to reflect duty hours equal to the total amount of minutes per year as in traditional schools.

30.2.1.5 Support staff personnel in YRE S/T schools shall be at a level of service no less than what is offered in the traditional program.

30.2.1.6 The substitute bank for YRE S/T schools shall be comprised of unit members currently employed on a full-time basis, and substitute teachers. Priority for the substitute assignments shall first be given to full-time teachers. Off-track teachers shall be given priority to substitute in traditional schools in the District.

Teachers substituting pursuant to this Agreement shall be paid at the District substitute rate of pay. Unit members who wish to substitute in YRE S/T schools (or in traditional schools) shall annually notify the Human Resources Office, in writing.

30.2.1.7 Class size, except for intersession/summer school shall

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conform to Article 17: Class Size.

30.2.1.8 Evaluation procedures shall conform to those of all other unit members.

30.2.1.9 Leaves shall conform to Article 11: Leaves.

**ARTICLE 31: TERM**

31.1 The term of this agreement shall be for three (3) years, effective July 1, 2002 – June 30, 2005.

In the 2003-2004 year, the District and the Association shall complete the Early Retirement Incentive by December 1, 2003. The District and the Association shall bargain calendar.

In the 2004-2005 year, the District and the Association shall have the following items open:

- Salary
- Benefits
- Calendar
- Two (2) items chosen by each side

**APPENDIX A**

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**POSITIONS INCLUDED**

- Adaptive Physical Education Teacher
- Classroom Teacher
- District Librarian/Media Teacher
- Program Facilitator
- Resource Teacher
- Resource Teacher/Academic Coach
- School Counselor
- School Nurse
- School Psychologist
- Speech and Language Pathologist
- Teacher on Special Assignment

**POSITIONS EXCLUDED**

- Superintendent
- Deputy Superintendent
- Assistant Superintendent
- Director
- Principal
- Coordinator
- Supervisor
- Assistant Principal
- Specialist
- Day-to-day Substitute

1 **APPENDIX B, B1 AND B2**

2  
3  
4 **THE FOLLOWING CERTIFICATED SALARY SCHEDULES WILL BE**  
5 **USED FOR:**

6  
7 **SALARY SCHEDULE A & I (SEE APPENDIX B)**

8 This salary schedule used for traditional year (10 month employees): Adaptive  
9 Physical Education Teacher, Classroom Teacher, District Librarian/Media  
10 Teacher, Program Facilitator, Resource Teacher, Resource Teacher/Academic  
11 Coach, School Counselor, School Nurse, Speech and Language Pathologist,  
12 Teacher on Special Assignment.

13  
14 **SALARY SCHEDULE Y (SEE APPENDIX B-1)**

15 This salary schedule was used for unit members on year-round work schedules.

16  
17 **SALARY SCHEDULE U & V (SEE APPENDIX B-2)**

18 This salary schedule used for school psychologists (198 days, Schedule A x 1.15).

19  
20 **CREDIT FOR EXPERIENCE:**

21 See Article 6, Section 6.1.2.

22  
23 **ANNIVERSARY INCREMENTS:**

24 See Article 6, Section 6.5.

25  
26 **CLASSIFICATION DEFINITIONS:**

- 27 I Bachelors Degree  
28 II B.A. Degree + 15 semester units (23 quarter units).  
29 Ten (10) semester units (15 quarter units) must carry graduate  
30 credit; remainder may be upper division work.  
31 III B.A. Degree + 30 semester units (45 quarter units). Twenty (20)  
32 semester units (30 quarter units) must carry graduate credit;  
33 remainder may be upper division work.  
34 IV B.A. Degree + 45 semester units (68 quarter units). Thirty (30)  
35 semester units (45 quarter units) must carry graduate credit;  
36 remainder may be upper division work.  
37 V B.A. Degree + 60 semester units (90 quarter units). Forty (40)  
38 semester units (60 quarter units) must carry graduate credit;  
39 remainder may be upper division work.

40  
41 **MASTER'S DEGREE:**

42 To carry an annual stipend of 7% of Step 1, Column I (Base Salary).

43  
44 **DOCTORATE:**

45 To carry an annual stipend of 7% of Step 1, Column I (Base Salary).

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49 **APPENDIX C, C1, and C2**

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## **SCHOOL CALENDARS**

### Appendix C = Traditional School Year Calendar

Refer to current school calendar (as negotiated each year by the District, the Association, and CSEA) for academic quarters; student-free days; opening and closing days; report card/parent conference days; and observed holidays.

Winter break shall begin the Friday before Christmas Eve and shall be for duration of approximately 2 weeks.

Spring recess shall be taken the week following the end of the third academic quarter.

### Appendix C1 = Psychologists School Year Calendar

Refer to current traditional calendar (as negotiated each year by the District, the Association, and CSEA) for academic quarters, student-free days; opening and closing days; report card/parent conference days; and observed holidays. A psychologist will work a total of 198 days a year.

Winter break shall begin the Friday before Christmas Eve and shall be for duration of approximately 2 weeks.

### Appendix C2 – Year Round Calendar

Currently this calendar is non applicable.

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## RETIREMENT OPTION FORMS

Included in Appendix D attachments are retirement option forms for the following:

- A) Half-Time Teaching
- B) Ancillary Services Contract
- C) District Incentive Plan

1 CERTIFICATED RETIREMENT AGREEMENT  
2 HALF-TIME TEACHING WITH FULL RETIREMENT PLAN  
3 **(REDUCED WORKLOAD SERVICES)**  
4

5 THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2005 by  
6 and between the GARVEY SCHOOL DISTRICT OF LOS ANGELES COUNTY,  
7 CALIFORNIA, hereinafter referred to as DISTRICT and \_\_\_\_\_,  
8 hereinafter referred to as EMPLOYEE.

9  
10 WHEREAS, EMPLOYEE is interested in Half-Time Teaching with Full Retirement Plan  
11 benefits; and  
12

13 WHEREAS, DISTRICT wishes to provide Half-Time Teaching with Full Retirement Plan  
14 benefits to its Certificated employees who have reached the age of fifty-five (55) prior to reduced  
15 services employment. The unit member must have been employed full-time in a position  
16 requiring certification, for at least ten (10) years of which the immediately preceding five (5)  
17 years were full-time employment.  
18

19 The period of such reduced services shall not exceed five (5) years. A Reduced services unit  
20 member may be returned to full-time employment only with the mutual consent of the unit  
21 member and the Board of Education.  
22

23 Section I: Pre-Retirement  
24

25 NOW, THEREFORE, BE IT AGREED as follows:  
26

- 27 1. EMPLOYEE agrees to retire from DISTRICT'S employment no later than  
28 \_\_\_\_\_, unless returned to full-time service by mutual agreement.  
29
- 30 2. A unit member shall be paid a salary which is the prorata share of the salary that would have  
31 been earned had the unit member not elected to exercise the option of reduced services  
32 employment. The unit member's retirement contribution, paid by both the District and the  
33 unit member, shall be the same as if the unit member taught full-time.  
34
- 35 3. The district shall pay the premium for health/fringe benefits at the same rate that is provided  
36 full-time unit members consistent with Article 8 of the collective bargaining agreement.  
37

38 4. Section II: Post-Retirement  
39

40 In consideration of services rendered to DISTRICT by EMPLOYEE, and EMPLOYEE'S  
41 retirement under the DISTRICT'S Half-Time Teaching with Full Retirement Credit Plan,  
42 incorporated by reference herein as though fully set forth, DISTRICT agrees to provide employee  
43 with the following benefits:

- 44 1. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost  
45 of the premium for the least expensive health plan to age sixty-five (65).  
46  
47
  - 48 a. All health benefits under this agreement shall be governed by the agreement between  
49 carriers and DISTRICT.  
50
  - 51 b. Any additional premium costs or premiums for additional coverage shall be the  
52 Retiree's sole responsibility.  
53

- 1 c. Effective January 1, 2004, the District shall pay the sum of \$32.20 per month provided  
 2 the retiree chooses a health plan offered by the District. Effective January 1, 2005, the  
 3 District contribution will change to \$48.40 per month. Effective January 1, 2006, the  
 4 District contribution will change to \$64.60 per month. In order to receive this benefit,  
 5 the retiree must be enrolled in a health plan offered by the District.  
 6  
 7 d. Dental/Vision and Life Insurance coverage provided by the District to age sixty-five  
 8 (65).  
 9

10 The EMPLOYEE hereby elects the following medical and fringe benefit coverage:  
 11

Insurance Coverage	Ye s	No
Health/Medical		
Dental		
Vision		
Life		

- 12  
 13 2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which  
 14 EMPLOYEE may be contacted.  
 15  
 16 3. This agreement may not be amended without the written consent of both parties. This  
 17 agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties  
 18 expressly acknowledge no other written or oral representations or agreement between the  
 19 parties regarding retirement. The parties further acknowledge representation by anyone else  
 20 shall not have any force or effect without written approval of both parties.  
 21  
 22 4. EMPLOYEE shall assume the risk and be solely responsible for the payment of any taxes,  
 23 interest, penalties, or valid withholdings on the sums referred to in this agreement.  
 24 DISTRICT shall not be obligated to reimburse EMPLOYEE for any such taxes, nor shall any  
 25 such assessment against EMPLOYEE constitute a breach of this agreement. DISTRICT has  
 26 no responsibility to advise EMPLOYEE regarding the tax consequences of participation in  
 27 any part of this agreement and is encouraged to consult with a tax advisor prior to  
 28 participation in this agreement.  
 29

30 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first  
 31 above written.

32  
 33 GARVEY SCHOOL DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_  
 34 (FOR DISTRICT)

35  
 36 OF LOS ANGELES COUNTY, CALIFORNIA  
 37  
 38  
 39

40 \_\_\_\_\_  
 EMPLOYEE'S SIGNATURE DATE

41  
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 43 Revised: April 6, 2004  
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GARVEY SCHOOL DISTRICT  
Rosemead, California  
CERTIFICATED RETIREMENT AGREEMENT  
ANCILLARY SERVICES PLAN

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the GARVEY SCHOOL DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA, hereinafter referred to as DISTRICT and \_\_\_\_\_, hereinafter referred to as EMPLOYEE.

WHEREAS, EMPLOYEE is interested in Ancillary Services Plan benefits; and

WHEREAS, DISTRICT wishes to provide Ancillary Services benefits to its Certificated employee who has reached the age of fifty (50) and has rendered a minimum of ten (10) years service to the District. The unit member in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances.

Length of contract for services shall be for a period of two (2) years. A participant will serve twenty (20) days per fiscal year in services mutually agreed upon by the unit member and the District. Termination of the contract prior to completion of the two (2) years shall be my mutual agreement. This contract may be extended for up to a total of five (5) years upon mutual agreement of participant and District.

NOW, THEREFORE, BE IT AGREED as follows:

1. EMPLOYEE agrees to retire from DISTRICT’S employment by \_\_\_\_\_

Section I: Benefits Available During The Ancillary Services Contract

1. In consideration for services rendered to DISTRICT by EMPLOYEE, and EMPLOYEE’S retirement under the DISTRICT’S Ancillary Services Retirement Plan, incorporated by reference herein as though fully set forth, DISTRICT agrees to provide employee with the following benefits:
  - a. A contract for a period of two (2) years, at twenty (20) work days per year at a compensation rate that is equivalent to the member’s per diem rate based on his/her salary schedule placement.
  - b. Unit members entering the plan are to be afforded a mutually agreed upon description of specific duties and specified amount of duty time refined into calendrical dates and hours.
  - c. The District shall pay the premium for health/fringe benefits at the same rate that is provided full-time unit members consistent with Article 8 of the collective bargaining agreement.
  - d. The benefits listed above shall change each year at an amount equivalent to the change in salaries and fringe benefits granted full-time members.

The DISTRICT and EMPLOYEE hereby agree to the following work schedule: \_\_\_\_\_  
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Section II: Benefits Available Upon Completion of Ancillary Services Contract

1. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).
  - a. Any additional premium costs or premiums for additional coverage shall be the Retiree's sole responsibility.
  - b. Effective January 1, 2004, the District shall pay the sum of \$32.20 per month provided the retiree chooses a health plan offered by the District. Effective January 1, 2005, the District contribution will change to \$48.40 per month. Effective January 1, 2006, the District contribution will change to \$64.60 per month. In order to receive this benefit, the retiree must be enrolled in a health plan offered by the District.
  - c. Dental/Vision and Life Insurance coverage provided by the District, to age sixty-five (65).

The EMPLOYEE hereby elects the following medical and fringe benefit coverage:

Insurance Coverage	Ye s	No
Health/Medical		
Dental		
Vision		
Life		

2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which EMPLOYEE may be contacted.
3. This agreement may not be amended without the written consent of both parties. This agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties expressly acknowledge no other written or oral representations or agreement between the parties regarding retirement. The parties further acknowledge representation by anyone else shall not have any force or effect without written approval of both parties.
4. EMPLOYEE shall assume the risk and be solely responsible for the payment of any taxes, interest, penalties, or valid withholdings on the sums referred to in this agreement. DISTRICT shall not be obligated to reimburse EMPLOYEE for any such taxes, nor shall any such assessment against EMPLOYEE constitute a breach of this agreement. DISTRICT has no responsibility to advise EMPLOYEE regarding the tax consequences of participation in any part of this agreement and is encouraged to consult with a tax advisor prior to participation in this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first above written.

GARVEY SCHOOL DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_  
(FOR DISTRICT)

OF LOS ANGELES COUNTY, CALIFORNIA

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DATE \_\_\_\_\_

EMPLOYEE'S SIGNATURE

Revised: April 6, 2004

GARVEY SCHOOL DISTRICT  
Rosemead, California

CERTIFICATED RETIREMENT AGREEMENT  
*INCENTIVE PLAN*

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ **2004**, by and between the GARVEY SCHOOL DISTRICT of LOS ANGELES COUNTY, CALIFORNIA, hereinafter referred to as DISTRICT and \_\_\_\_\_ hereinafter referred to as EMPLOYEE.

WHEREAS, EMPLOYEE is interested in the Retirement Incentive plan benefits; and

WHEREAS, DISTRICT wishes to provide Incentive Retirement benefits to its Certificated employees age fifty-five (55) and over who have fifteen (15) or more years of service with the District.

NOW, THEREFORE, BE IT AGREED as follows:

1. EMPLOYEE agrees to retire from DISTRICT'S employment by \_\_\_\_\_.
2. In consideration of services rendered to DISTRICT by EMPLOYEE, and EMPLOYEE'S retirement under the DISTRICT'S Retirement Incentive Plan, incorporated by reference herein as though fully set forth, DISTRICT agrees to provide employee with the following benefits:
  - a. \$5,000 for the first fifteen (15) years of service.
  - b. \$250 for each additional year of service beyond year fifteen (15).
  - c. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).
  - d. Retiree may choose from other health plans offered by the District, but shall pay the difference between least expensive health plan and the plan selected.
  - e. Retiree has the option for dependent coverage through the District health plan, at retiree's expense, to age sixty-five (65).
  - f. Effective January 1, 2004, the District shall pay the sum of \$32.20 per month provided the retiree chooses a health plan offered by the District. Effective January 1, 2005, the District contribution will change to \$48.40 per month. Effective January 1, 2006, the District contribution will change to \$64.60 per month. In order to receive this benefit, the retiree must be enrolled in a health plan offered by the District.

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g. Dental/Vision and Life Insurance coverage provided by the District, to age sixty-five (65).

3. Premiums for selected coverage shall be paid by the District only to the extent required by Article 8 of the collective bargaining agreement. Any additional premium costs or premiums for additional coverage shall be the Retiree's sole responsibility.

The EMPLOYEE hereby elects the following medical and fringe benefit coverage:

Insurance Coverage	Ye s	No
Health/Medical		
Dental		
Vision		
Life		

4. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which EMPLOYEE may be contacted.

5. This agreement may not be amended without the written consent of both parties. This agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties expressly acknowledge no other written or oral representations or agreement between the parties regarding retirement. The parties further acknowledge representation by anyone else shall not have any force or effect without written approval of both parties.

6. EMPLOYEE shall assume the risk and be solely responsible for the payment of any taxes, interest, penalties, or valid withholdings on the sums referred to in this agreement. DISTRICT shall not be obligated to reimburse EMPLOYEE for any such taxes, nor shall any such assessment against EMPLOYEE constitute a breach of this agreement. DISTRICT has no responsibility to advise EMPLOYEE regarding the tax consequences of participation in any part of this agreement and is encouraged to consult with a tax advisor prior to participation in this agreement.

7. DISTRICT agrees to provide Health and Welfare Benefits in accordance with the contract agreed to be the Garvey Education Association (GEA).

IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first above written.

GARVEY SCHOOL DISTRICT: \_\_\_\_\_  
(FOR DISTRICT)

OF LOS ANGELES COUNTY, CALIFORNIA.

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EMPLOYEE'S SIGNATURE

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Revised: April 6, 2004