

ARTICLE 1 - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Garden Grove Unified School District ("District") and the Garden Grove Education Association/C.T.A./N.E.A. ("Association") an employee organization.
- 1.2 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code ("Act").
- 1.3 The Agreement shall remain in full force and effect from September 1, 2008 through August 31, 2009.

ARTICLE 2 - RECOGNITION

- 2.1 The District recognizes the Garden Grove Education Association as the exclusive representative as defined in Section 3540.1 (e) of the Government Code. The exclusive representative shall represent that unit of employees as described below.

All certificated employees not excluded by Section 2.2 of this document, who are regular, full-time, permanent, or probationary employees and are in the following positions:

- Teachers
- Librarians
- Nurses
- Temporary Teacher as defined in Education Code Section 44920
- Optional Part-Time Teacher as identified in 12.7 of this contract
- Job Share Teacher as identified in 12.9 of this contract
- Teachers and Nurses with Categorical Contracts
- Pre-School Teachers
- Adult Education Teachers

Employees whose assignments are partially in one position and partially in another shall be assigned to the Association's unit of employees if half or more of their assignments is one of the positions listed above.

- 2.2 Excluded from this unit are: substitutes, management and confidential employees as designated below, employees who are in the Guidance Unit who are listed below, and any other employees not specifically included above.

Management

- Superintendent
- Associate Superintendent
- Assistant Superintendent
- Assistant to the Superintendent

Director

Administrative Services
Vocational Education
Special Education Services
K-6 Instruction
7-12 Instruction
Personnel Services
Employee Relations
Adult Education
K-12 Educational Services
Student Services/Health Services

Principal

High School
Continuation High School
Intermediate School
Elementary School
Adult Education

Assistant Principal

High School
Continuation High School
Adult School
Intermediate School
Elementary School

Coordinator

Categorical Programs
Child Welfare and Attendance
Fine Arts
Research, Testing, and Evaluation
Special Education

Supervisor

Media and Technology Services
Gifted and Talented Education - GATE
Child Development Programs

Specialist

LEP Student Services
Instructional Specialist

Confidential

Clerk, Superintendent's Office
Personnel Secretary
Position Control Technician
Administrative Secretary
Secretary to the Superintendent
Accountant
Budget Specialist

Guidance Unit

Audiologists
Psychologists
Speech and Language Pathologists
Counselors

- 2.3 Both parties to this Agreement must agree on the recognition status (for the purposes of representation) of any newly created position.

ARTICLE 3 - DEFINITIONS

- 3.1 Employee - Employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.2 Work Day - A day when schools in the District are in session, excluding Saturdays, Sundays and Summer Session.
- 3.3 School Day - The amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
- 3.4 Immediate Supervisor - The supervising administrator having immediate jurisdiction over the employee.
- 3.5 Board - Board of Education of the Garden Grove Unified School District. It is understood that the Board may discharge its duties by means of authorized officers, representatives, or committees.
- 3.6 School District - The term School District shall refer to the Garden Grove Unified School District.
- 3.7 Association - Garden Grove Education Association, which is affiliated with the California Teachers' Association and the National Education Association.
- 3.8 Association Negotiating Team - Association members chosen to represent the unit in negotiations.
- 3.9 Semester – Approximately one-half of the school year; see calendar for specific dates. (Appendix H)

ARTICLE 4 - HOURS OF EMPLOYMENT

- 4.1 Employees shall be required to be at their school site not more than thirty (30) minutes before their instructional time begins and not more than fifteen (15) minutes after their instructional time ends. Employees participating in district programs which require them to be elsewhere may leave after their instructional time ends. Preparation periods are considered part of the instructional time.
- 4.1a Minimum days may be scheduled for any ESEA and/or School Improvement Plan (AB 65) related meetings that cannot be held within the work time as prescribed by Article 4.1, unless those meetings are held during school purchased released time. Nothing in this article (4.1a) shall be construed to prevent the District from continuing its utilization of minimum days.

- 4.1b Collaboration – The purpose of collaboration time is for teachers to work together toward the improvement of student achievement. The District and the Association agree that all teachers, K-12, will collaborate on a regular and ongoing basis. The teachers and administrators will mutually determine the topics for collaboration time.

The Collaboration Plan will be mutually developed by site teachers and administrators. It will be approved by the majority of the staff at each site via anonymous ballot. The ballots will be counted by the site administrator and one teacher designated by the staff. The plan will be submitted by April 1 to the Assistant Superintendent of Elementary Education or Secondary Education for approval. No plan will be approved that results in a reduction of annual instructional minutes. The site teachers and administrators will review the plan annually.

Collaboration Plans may include:

1. Changing the daily instructional minutes as defined in Article 4.5 to bank time for shortened Wednesdays.
2. Utilizing a portion of the minutes as defined in Article 4.1 to bank time for shortened Wednesdays.
3. Utilizing a portion of the hours allocated for staff meetings as stated in Article 4.3.

- 4.2 Adjunct duties are those duties of supervising students for reasons other than instruction.

4.2a Employees shall be involved, through on-site discussions, in the identification and selection of their adjunct duties.

4.2b Adjunct duties shall be assigned by the immediate supervisor in a fair and equitable manner.

- 4.3 No more than eighteen (18) hours of staff meetings per year, beyond the times stated in Article 4.1, shall be required of an employee.

4.3a Should a faculty meeting become necessary during a school week, it shall normally be scheduled on a Wednesday. Except under emergency situations, employees shall attend scheduled faculty meetings. Under normal circumstances, the administrator who calls such meetings shall provide the employees with a tentative agenda for the meeting one day in advance.

4.3b District in-service shall not be required of an employee beyond the times stated in Section 4.1.

- 4.4 Staff Development

4.4a The District and the Association agree that all employees should have equal access to quality staff development to learn new, and to improve current skills and educational strategies. To this end, the District and the Association shall work jointly to provide all employees the opportunity to participate in staff development programs, in accordance with appropriate state law and regulations.

4.4b The District and the Association agree that local school sites are frequently faced with many decisions which are best resolved through group contribution and involvement. Individuals and groups involved in making decisions need to acquire, develop, and practice a variety of skills, including but not limited to: conflict management, problem solving, consensus decision-making, team building, communicating, and managing change.

Therefore, the District and the Association agree to work together to provide staff development and training in the aforementioned skills. Further, the District and the Association agree to consult on the best means to provide such training and to maintain continuing support and assistance to local school sites.

4.5 The instructional time required of employees shall be:

<u>Grades</u>	<u>Regular Daily Minutes</u>	<u>Annual Minutes</u>
Kindergarten	230	41,400
1 - 3	310	54,890
4 - 6	310	54,890
7 - 8	310	55,660
9 - 12	363	64,848
K-12 Special School	363	64,848

4.5a The implementation of a staggered reading program in grades K through 6 may exceed the instructional time specified in Article 4.5 with mutual agreement of the majority of the affected employees at the school and the school administration.

4.5b The annual minutes of instruction for grades 1 through 6 as specified in Article 4.5 may be exceeded to modify the number of parent conferencing days, with the mutual agreement of the majority of the employees affected at the school and the school administration.

4.5c All teachers with students in Kindergarten classes and special education classes on a regular schedule shall receive instructional preparation time on one day at the end of the first trimester (one-third of the year) and one day at the end of the first semester (half-year).

4.5d All teachers with students in grades 1, 2 or 3, including K-1 combination classes and special education classes on a regular schedule, shall receive instructional preparation time on one day at the end of the first trimester (one-third of the year), one day at the end of the first semester (half-year, one day to be scheduled by the Personnel Office, and no less than thirty (30) consecutive minutes every other week, excluding the first week of school.

4.5e All teachers with students in grades 4, 5, or 6, including 3-4 combination classes and special education classes on a regular schedule, shall receive instructional preparation time on one day at the end of the first trimester (one-third of the year), one day at the end of the first semester (half-year), three days to be scheduled by the Personnel Office, and no less than thirty (30) consecutive minutes per week, excluding the first week of school.

- 4.5f Teachers in grades 7 and 8, including traveling music teachers and Special Day Class teachers, shall receive one release day at the end of the first trimester (one-third of the year), one day at the end of the first semester (half-year), and one day to be scheduled by the Personnel Office.
- 4.5g Teachers in classes in the K-12 Special School and the Secondary Learning Center shall receive instructional preparation time of one (1) hour per week to be scheduled in no less than two (2) periods of thirty (30) consecutive minutes, excluding the first and last week of school.
- 4.5h Teacher in grades 1-6, in collaboration with their principal, may establish a flexible physical education program which exceeds the class size maximum in Article 9.4. The plan for the flexible physical education program must be submitted to the District for approval prior to implementation.
- 4.6 The District will allocate funding to provide 50 release days per year (K-6: 25, and 7-12: 25) for mentor teachers to assist teachers who request help with their Limited English Proficient students.

4.7 Calendars

4.7a K-12 teachers, nurses, and librarians:

Total days taught 180
 Total duty days 185
 See Appendix H for 2008-2009 calendar.

4.7b Adult Education

Total days taught; total duty days, and paid holidays: as specified in individual employment contracts
 See Appendix J for 2008-2009 calendar.

4.7c State Pre-School

Total days taught 180
 Total duty days 185
 Paid holidays 9
 See Appendix J for 2008-2009 calendar.

4.7d Calendar Guidelines

Unless otherwise mutually agreed, the following guidelines will be used to establish the annual school calendars:

(1) K-12

OPENING DATES (See Appendices)

For Teachers Day after Labor Day
 For Students Thursday after Labor Day

HOLIDAYS

Labor Day First Monday in September
 Veterans' Day November 11 (If November 11 is on a Saturday, the holiday will be Friday.)

	If November 11 is on a Sunday, the holiday will be Monday.)
Thanksgiving Recess	Fourth Thursday in November and the following Friday
Winter Recess	Begins Monday prior to December 25. (If December 25 is on a Monday, the winter recess dates are subject to negotiations. If December 25 is on a Sunday, the recess is extended one day.)
Dr. Martin Luther King, Jr. Day	Third Monday in January
Lincoln Day	If February 12 falls on Sunday, Monday, or Tuesday, the holiday will be Monday. If February 12 falls on Wednesday, Thursday, Friday, or Saturday, the holiday will be Friday.
Presidents Day	Third Monday in February
Spring Recess	To be negotiated
Memorial Day	Last Monday in May
Local Holiday	To be negotiated

NON-STUDENT TEACHER DUTY DAYS

Tuesday and Wednesday after Labor Day
 Last day of first trimester
 Last day of first semester
 Day following last day of classes

(2) ADULT EDUCATION

OPENING DAYS

For Full-Time Equivalent
 Teachers Only Friday after Labor Day
 For Students Second Monday in September

HOLIDAYS

Same as K-12. Holidays for which full-time adult education teachers will be paid are specified in individual employment contracts. Teachers must work the day before and the day after any holidays identified in order to be paid their daily rate for the holiday.

NON-STUDENT TEACHER DUTY DAYS

(For Full-Time Equivalent Teachers on Duty)
 Last day of first semester
 Day following last day of classes

(3) PRE-SCHOOL

Paid Holidays - 9: (Labor Day, Veterans' Day, Thanksgiving Recess, Dr. Martin Luther King, Jr. Day, Lincoln Day, Presidents Day, Memorial Day, and local holiday). Same dates as K-12.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 The purpose of this Article is to provide a procedure for the resolution of such problems as may arise involving the interpretation, application, or violation of this Agreement.

5.2 Definitions

- 5.2a A Grievance is a written allegation that there has been a violation, misinterpretation, or misapplication of this Agreement.
- 5.2b A Grievant is an employee, or the Association, filing the grievance.
- 5.2c A Workday, for the purposes of this Article, is a day when schools in the District are in session, excluding Saturdays, Sundays, and Summer Session.

5.3 Protocol

- 5.3a A grievant may seek to resolve a grievance without intervention by the Association, provided that the resolution is consistent with the terms of this Agreement.
- 5.3b No grievance shall be resolved before the Association has been given the opportunity to submit a formal response.
- 5.3c The Association will pursue an employee's grievance only at the employee's request.
- 5.3d Time limits specified in this Article are maximums unless extended by mutual agreement.

For the purpose of expediting a grievance, the workday (5.2c) shall be converted to a calendar weekday, excluding holidays, under the following circumstances:

The grievance is filed with less than twenty-five (25) workdays remaining in the school session, and

The grievant requests calendar weekdays.

- 5.3e A grievance must be filed within thirty (30) workdays of the event which gave rise to the grievance.
- 5.3f Forms for filing grievances shall be mutually acceptable to the District and the Association.
- 5.3g The District and the Association agree to conduct these proceedings confidentially and may mutually agree to conduct these proceedings informally.
- 5.3h Grievances involving administrators other than the employee's immediate supervisor, or affecting more than one employee, may be filed directly with the Office of Personnel Services and with the Association.
- 5.3i If the grievant fails to comply with the terms set forth in this procedure, the grievant will be deemed to have waived the right to proceed with the grievance.

5.4 Procedural Steps

- 5.4a Preliminary Level. Before filing a grievance, an employee, the

designated Association representative, or both may first discuss the problem informally with the immediate supervisor and/or any other appropriate administrator to attempt an informal resolution.

- 5.4b Level One. A grievance shall first be filed with the immediate supervisor and with the President of the Association on the grievance form. Within ten (10) workdays after the receipt of the grievance, the immediate supervisor shall have met with the grievant and issued a decision in writing.
- 5.4c Level Two. If the immediate supervisor does not comply with the terms of Level One, or the grievant is dissatisfied with the decision, the grievant may, within five (5) workdays, file the grievance with the Office of Personnel Services. Within five (5) workdays after receipt of the grievance, the Assistant Superintendent, Personnel Services, shall have met with the grievant and issued a decision in writing.
- 5.4d Level Three. If the Assistant Superintendent, Personnel Services, does not comply with the terms of Level Two, or the grievant is dissatisfied with the decision, the grievant may, within five (5) workdays, file the grievance with the Office of the Superintendent. Within five (5) workdays after receipt of the grievance, the Superintendent shall have met with the grievant and issued a decision in writing.
- 5.4e Level Four. If the Superintendent does not comply with the terms of Level Three, or the grievant is dissatisfied with the decision, the grievant may, within five (5) workdays, request in writing that the grievance be submitted to arbitration.

5.5 Arbitration

- 5.5a The District and the Association shall choose a mutually acceptable arbitrator within ten (10) days of the receipt of a written request for arbitration. If no choice has been made after the first five (5) days, they shall request the California Conciliation Service to supply a list of five (5) persons who are experienced in public school arbitration. The District and the Association shall alternately strike a name from the list until only one (1) remains. The order of striking shall be determined by lot.
- 5.5b Upon the completion of a hearing, the arbitrator shall report findings and awards in writing to the District and to the Association. The award of the arbitrator shall conform to the laws of the State of California and to the terms of this Agreement. Financial awards will be limited to the current fiscal year. In the event that a grievance is filed in September, the past fiscal year may be considered in the final award.
- 5.5c After receiving the findings and awards from an arbitrator, the Board shall, at its next regularly scheduled meeting, issue a resolution to implement the award. If the Board fails to implement the award of an arbitrator, the grievant may appeal to a court of competent jurisdiction to confirm the arbitrator's award.
- 5.5d The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other costs will

be borne by the party incurring them.

5.6 Rights of Employees to Representation

- 5.6a A grievant may choose to be his/her own representative at any step of the grievance procedure, except arbitration.
- 5.6b A grievant may choose to be represented at any step of the grievance procedure by the Association or its designee.
- 5.6c If the grievant is not represented by the Association or its designee, the Association shall have the right to be present and to state its recommendation at any step of the grievance procedure.
- 5.6d Any employee whose participation is necessary in a grievance proceeding held during the regular school day and who has been designated by the President of the Association, shall be released for that purpose without loss of pay, provided that the employee's immediate supervisor has been notified. The District shall provide and pay for substitutes necessary for this purpose, within the allocated number of days.
- 5.6e No reprisals of any kind will be taken by the District or any representative of the District against any grievant, any party in interest, any member of the Association, or any participant in any grievance proceeding, by reason of such participation.

ARTICLE 6 – SAFETY

- 6.1 Every employee in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the play-grounds, or during recess. A teacher, assistant principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning. (Ed. Code No. 44807)
- 6.2 An employee shall not be required to engage in any school related activity or assignment which can reasonably be deemed hazardous so that bodily injury might be caused. Should the situation involve student health and/or safety, employees may be requested to assist.
- 6.3 An employee shall report in writing to his/her immediate supervisor any unsafe, hazardous, or potentially dangerous working conditions.

The District shall investigate these reported conditions and follow the procedures as outlined in the CAL OSHA (California Occupational Safety and Health Act) regulations. The District shall inform a reporting employee of the resolution of this investigation.
- 6.4 An employee shall report to his/her immediate supervisor any situation in which a student's conduct threatens the safety of students or employees. The supervisor shall investigate these reported conditions as soon as possible and

shall follow appropriate District procedures. If requested, the employee shall be provided with all relevant and appropriate information regarding the findings of such investigations.

- 6.5 Employees at each duty site shall be involved in the development of written school related safety procedures and policies through the existing on-site CAL OSHA Safety Committee.
- 6.6 The District and the Association agree that health and safety is an increasing concern to school employees. To this end, the District and the Association shall work jointly to assist each school health and safety committee in developing school-wide health and safety procedures.
- 6.7 The District and the Association shall work jointly on a District-wide Safety Committee.

ARTICLE 7 - EVALUATION PROCEDURES

7.1 Purpose

The District and the Association believe that a formal, consistent evaluation system is accurate, authentic, fair, meaningful, and streamlined as an important way to assess and improve employee performance and, therefore, the quality of instruction offered to pupils. In accordance with the Education Code Sections 44660-44664, the performance of each employee within the bargaining unit shall be evaluated in writing by an administrator in the following areas: (1) Progress of pupils toward standards established by School Board grade level expectancies, course outlines, etc.; (2) Instructional techniques and strategies; (3) Adherence to curricular objectives; (4) Establishing and maintaining a suitable learning environment within the scope of the employee's responsibilities; and (5) Job responsibilities. All evaluations shall be written on standard district forms. (See Appendix for forms.)

7.2 Definitions

7.2a A scheduled observation shall last a minimum of 30 minutes. Scheduled observations shall be arranged by the evaluator and employee at least 2 (two) instructional days in advance of the scheduled observation. A change in the scheduled observation date may be requested by either the employee or evaluator, if necessary. Either the employee or the evaluator may request a pre-observation conference to discuss the lesson which will be the subject of the observation.

7.2b An unscheduled observation shall last a minimum of 15 minutes.

7.3 Frequency

Permanent employees shall be evaluated at least every 4 years for teachers with more than 10 full years teaching in the district and at least biennially for teachers with 3 to 10 years in the district. Non-permanent employees (temporary and probationary) shall be evaluated annually. All evaluations shall be completed no later than May 1.

7.4 Observations

7.4a The evaluator shall base the employee's evaluation on information

gathered through unscheduled and/or scheduled observations, conferences, job descriptions, and first hand knowledge of total performance. The Evaluator shall provide feedback on observations, commendations and/or recommendations in areas needing improvement.

7.4b Non-permanent Employees

Non-permanent Employees shall have at least one scheduled observation and a minimum of two (2) unscheduled observations each year.

7.4c Permanent Employees

Permanent employees shall be observed using either a minimum of two (2) unscheduled observations or one scheduled observation. The employee decision shall be indicated on the Evaluation Procedure Form and submitted to the Administration by October 1.

7.4d Observation Conferences

Within 5 days after an observation (unscheduled or scheduled) the employee shall be given a copy of the Observation Report. A conference shall be held within 10 workdays of the observation.

# of Years in District	Frequency	Types of Observation	Forms	First Unscheduled Observation Deadline
Temporary or Probationary	Annually	2 unscheduled and 1 scheduled	Observation Report	December 10
Permanent 3 – 10 years	Biennially	2 unscheduled or 1 scheduled	Observation Report	December 10
Permanent 11 + years	Every 4 years	2 unscheduled or 1 scheduled	Observation Report	December 10

7.4e Observation Deadline

The first unscheduled observation shall occur on or before December 10.

7.5 Recommended Improvements

7.5a The area(s) needing improvement shall be noted by the evaluator as soon as they are identified. Both employee and evaluator shall take appropriate action to correct deficiencies. If circumstances warrant, such action should include:

- Specific recommendations by the evaluator
- Opportunities to observe other teachers
- Resources/assistance to be provided by the evaluator
- Assistance from District resources identified by the evaluator
- Inservice/staff development training recommended by the evaluator

If subsequent corrective action does eliminate the deficiencies, such improvement shall be properly noted as soon as possible in an appropriate addendum to the employee's file.

7.5b Should area(s) needing improvement continue to be unsatisfactory, the employee shall receive a Recommended Improvements Form which shall include a specific plan for correction, a recommended timeline for action, and follow-up by the evaluator. Such recommendation shall be based on at least two (2) observations and/or conferences. Employees shall receive reports no later than March 15 in order to afford reasonable time and opportunity to improve performance.

7.6 Final Evaluation

7.6a No later than May 1, an evaluation conference shall be held during which time the evaluator and employee shall review the evaluation in order to discuss its final wording. Deficiencies may not be cited in the written evaluation unless previously indicated to the employee and he/she has been allowed reasonable time for correction. The Evaluation Summary shall reflect progress or lack thereof in the areas identified under Section 7.1 and 7.5a. In accordance with Education Code, should the evaluation be unsatisfactory, the employee shall be placed in the Peer Assistance and Review Program (PAR) and shall be evaluated each year until the evaluation is once again satisfactory.

7.6b A written summary of the evaluation shall be signed by both parties. The signature of the employee shall indicate receipt of the document, not necessarily agreement therewith. The employee shall receive a copy of the written summary no later than May 15 of the evaluation year.

7.7 Response

An employee has the right to attach a response to any written evaluation using the Employee Response Form.

7.8 Personnel Files

7.8a Evaluative data shall not include allegations by anyone, unless the allegations have been investigated and confirmed as fact by the District.

7.8b Each employee shall be given a copy of each entry into his/her personnel file, signed and dated by the evaluator. Entries should be made within five (5) days of the employer's knowledge of the incident.

7.8c The District shall maintain employees' files at the District Office only.

7.8d Any files kept by an employee's immediate supervisor shall contain only the current evaluative data and those materials found in the District Office file.

Revised Evaluation Forms (Appendix): As attached
Evaluation Procedure
Observation Report
Recommended Improvements
Evaluation Summary
Employee Response

ARTICLE 8 – PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

8.1 Purpose

The Garden Grove Education Association and the Garden Grove Unified School District agree to implement the California Peer Assistance and Review (PAR) Program as a critical feedback mechanism that allows exemplary teachers to assist teachers in need of development in subject matter knowledge, teaching strategies, classroom management, or in all three areas. This Program provides assistance to teachers in order to improve the teaching and learning process.

8.2 Participating Teacher

A Participating Teacher shall be a unit member with permanent status who is referred or volunteers to receive assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter or in all three areas.

8.2a Referred Participating Teacher

The Referred Participating Teacher shall be required to participate in PAR for a minimum of one (1) year as a result of an unsatisfactory final evaluation in any of the above mentioned three (3) areas. A Referred Teacher shall participate in both assistance and review. The Referred Teacher shall be assigned a Consulting Teacher by the Joint Panel. The Consulting Teacher, Referred Teacher and the site administrator shall meet to discuss the Peer Assistance and Review Program, and to establish mutually agreed upon performance goals with respect to the process of Peer Assistance and Review. The Consulting Teacher will provide assistance to the Referred Teacher until the Consulting Teacher concludes and reports to the Joint Panel that his/her performance goals have been achieved, or that further assistance will not be productive. Annually, the Consulting Teacher will submit a final report to the Joint Panel. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation.

The Referred Teacher shall have the right to submit a request, in writing, to the Joint Panel for a different Consulting Teacher. He/she will state the reasons why the Consulting Teacher should be replaced and have those reasons considered. The Referred Teacher shall also have the right to submit a written response to the Consulting Teacher's final report within ten (10) working days. The Referred Teacher may address the Joint Panel for up to five (5) minutes regarding the final report. A designee of the Association may accompany the Referred Teacher to this meeting.

8.2b Volunteer Participating Teacher

A Volunteer Participant may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher shall play no role in the evaluation of the teaching performance of the Volunteer Participant. The Volunteer Participant shall indicate area(s) in which he/she seeks assistance in his/her request (ex. new grade level, new subject area, etc.). The Volunteer Participant may terminate his/her participation in the PAR program at any time without the requirement to give a reason for said request. All communication between the Consulting Teacher and a Volunteer Participant shall be confidential; and without the written consent of the Volunteer Participant, shall not be shared with others, including the site principal, the evaluator, or the Joint

Panel.

8.3 Consulting Teacher

A Consulting Teacher shall be a permanent certificated unit member, selected by the Joint Panel, who provides assistance to Participating Teachers.

8.4 Joint Panel Committee

The Joint Panel will supervise and evaluate the PAR program and shall consist of seven (7) members composed of four (4) permanent certificated classroom teachers selected by the Association, and three (3) administrators selected by the District.

8.5 Special Provisions

8.5a Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a) In response to subpoena or order of the court;
- b) The final report of a Referred Teacher's participation in the program shall be made available for placement in his/her personnel file;
- c) The final report may be used by the District in any employment action based upon instructional performance.

8.5b Duty to Indemnify

The District shall hold harmless the members of the Joint Panel and Consulting Teachers for any or all liability arising out of their participation in the PAR Program.

8.5c Duties and Responsibilities

Duties performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions.

ARTICLE 9 - CLASS SIZE

9.1 Commencing in 2009-2010, it is agreed that the District staffing ratio for regular classroom teachers shall be:

Kindergarten	29:1
Grades 1-3	29:1 (Except when the 20:1 provisions of Education Code 52122 are implemented)
Grades 4-6	29:1
Grades 7-8	29:1
Grades 9-12	29:1

9.2 Assignment of special education teachers shall comply with existing State regulations.

In the event that a waiver application for an increase in the size of a special education class becomes necessary, the teacher of that class shall be consulted by the District and his/her response shall be recorded on that application.

9.3 Staffing adjustments necessary to meet the above ratios shall be made following the October Report and prior to November 1. When the District-wide staffing indicates a deficiency of .50 of a teacher, an additional teacher shall be employed.

9.4 The number of students enrolled per class shall not exceed the maximums listed below:

K-3 and 3/4 combinations	34
4-6	36
7-8	36 except physical education and performing music

At any time that a class size maximum is exceeded in any area other than PE and performing music at the 7-8 level, the teacher may request that the principal reduce the class size to the specified maximum. The principal shall make arrangements to comply within ten (10) teaching days in those instances where there is clear evidence of sufficient classrooms, minimum need of temporary classrooms and when there is no need to change boundaries or use busing.

In addition to the teachers provided under Article 9.1, the District shall provide thirty-five (35) teachers in grades 9-12 in order to reduce average class size. Each comprehensive high school shall receive five (5) additional teachers.

ARTICLE 10 - TRANSFER PROCEDURES

10.1 A vacancy as related to this section is defined as a unit of teacher entitlement to which no employee has been assigned.

10.2 A transfer is defined as a change of school assignment from one site to another.

10.3 Transfer requests may be granted at any time, subject to the availability of positions and the qualifications of the applicants.

10.4 While school is in session, notices of vacant positions shall be posted in all work locations, the Association Office and the Office of Personnel Services when an opening occurs and shall remain posted five (5) workdays. Key posting dates for each semester and the following year are:

- The second Monday following the October enrollment count,
- The first duty day in January,
- The second Monday in May,
- The second Monday in June.

(Such notification shall be dated and posted at each work site, Office of Personnel Services, and the Association Office.)

10.5 During the summer months a list of teaching vacancies, if any, shall be posted in all work locations, the Association Office and the Office of Personnel Services on the following dates:

- The second Monday in July,
- The first Monday in August,
- The third Monday in August.

Between the third Monday in August and the first duty day in September, vacancies shall be posted as they occur. Such notices shall remain posted for

- five (5) calendar days excluding Saturdays, Sundays and holidays. (Such notification shall be dated and posted at each work site, the Association Office and the Office of Personnel Services.)
- 10.6 Notices shall include the position, description and location, level, or subject matter assignment, and credential requirements.
 - 10.7 In the event of an emergency, the opening may be filled on a temporary basis pending the selection of a permanent replacement.
 - 10.8 Employees wishing to apply for the vacancy must file an application with the Office of Personnel Services within five (5) workdays of the date of posting. By the end of the five (5) additional workdays, the employee shall be notified of a time and place of interview for each vacancy for which he/she has been considered. Those not interviewed shall be notified in writing with the reason stated. Within ten (10) days after the position has been filled, every employee who applied will be notified in writing of the decision.
 - 10.9 Transfer requests may be withdrawn upon written notification to the Office of Personnel Services. Upon notification of selection, an employee shall be assigned to that position unless the employee submits a written rejection to the Office of Personnel Services within two (2) workdays.
 - 10.10 Should a reduction in the number of employees in a school become necessary, the reduction may be accomplished by an employee requesting to be classified as an involuntary transfer from the school.
 - 10.11 Should involuntary transfer(s) become necessary, length of service in the District, experience, credential, and major and minor fields of study shall be determining factors as to which teacher(s) shall be transferred. Under normal circumstances, the employee with the least service in the District shall be transferred first.
 - 10.12 A written notice of involuntary transfers will be made as soon as possible, and no later than June 1, to the employees being considered for transfer.
 - 10.13 Teachers transferred after school begins shall be provided with one day of released time to be utilized for the conclusion of the present assignment and in preparation for the new assignment. The need for additional days beyond one shall be determined by the District.
 - 10.14 Should a determination be made by the Superintendent or his/her designee, that a transfer is necessary for reasonable cause, such transfer may be made following a conference with the employee.
 - 10.15 An employee who is involuntarily transferred because of declining enrollment has the opportunity to return to his/her position if it becomes vacant prior to November 1 of the same year.
 - 10.16 In the event that a Consulting Teacher is placed on assignment for up to one year, said Consulting Teacher shall have the right to return to his/her previous work site upon the conclusion of his/her assignment.
 - 10.17 Following a resolution by the District that a school shall be closed and the students are to be assigned to other schools, the employees of the closing school shall be assigned, after consulting with the immediate supervisor, to one of the schools receiving students. The Office of Personnel Services shall notify

employees so assigned prior to May 15. All regular transfer procedures shall be available to employees affected by school closings.

- 10.18 Special Education teachers shall receive five (5) days prior notice when their assignment is changed.
- 10.19 When the District reassigns an employee to the bargaining unit, the site assignment of that employee shall be determined with equal consideration as other employees.
- 10.20 Following a resolution by the District that a school shall open/re-open and students shall be transferred from other schools to the newly opened/re-opened school, employees from any school(s) affected by the decision shall be granted first opportunity to be interviewed for vacancies at the newly opened/re-opened school, based on length of service in the District, experience, credential, and major and minor fields of study. After these interviews, if vacancies still exist, the vacancies shall be subject to the provisions of Article 10.
- 10.21 In order to allow teachers to make informed decisions regarding the use of this Article, principals shall provide each elementary teacher with his or her tentative teaching assignment prior to the first Monday in June, other than in exceptional circumstances.

ARTICLE 11 - LEAVES

- 11.1 Notification Procedure
 - 11.1a Employees shall notify the District in advance of any leave. In case of emergency leave, employees who find it necessary to be absent from duty shall notify the District Office on the first day of their emergency leave before 7:00 a.m. of the day of absence. Employees who are absent from duty on the second or subsequent days shall notify the school daily before 1:00 p.m. to indicate that they will not return to duty on the following day. In the case of known absences of more than one day, arrangements should be made with the principal of the school site to eliminate the daily call.
- 11.2 Illness or Injury Leave
 - 11.2a Every employee who is regularly employed five (5) days per week is entitled to ten (10) days paid sick leave for that year of employment. Employees who work less than full time shall be entitled to a proportionate amount of sick leave in accordance with the contract. The ten (10) days per school year may be accumulated without limitation.
 - 11.2b When the certificated employee is absent from his/her duties due to illness or injury for a period of more than ten (10) days, the employee shall supply the site supervisor with a statement from a qualified medical doctor verifying the employee's illness or injury.
 - 11.2c The District may require verification by a physician of an employee's ability to perform his/her responsibilities before returning to work due to an absence in excess of ten (10) days for illness or disability injury.
 - 11.2d Unused sick leave shall accrue from school year to school year.

11.2e The Board shall provide each teacher with a written statement of (1) his/her accrued sick leave total, and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October of each school year. An employee may use his/her credited sick leave at any time during the school year.

11.2f During the length of this contract, when a certificated employee is on an illness or injury leave, he/she shall be paid full salary for that period of time equal to the balance of his/her accumulated illness leave.

Beginning January 1, 1999, employees in the bargaining unit whose illness/injury benefits have been consumed and must still be absent from duty because of illness or injury shall receive that amount of pay which is the difference between their pay and the amount paid for a substitute employee, whether or not a substitute is employed, for a total of 100 days commencing with the exhaustion of their accumulated sick leave.

11.3 Personal Necessity Leave

11.3a Employees shall be allowed not more than ten (10) days of accumulated sick leave annually for the purposes of personal necessity. Any of the ten (10) days may be used for reasons of compelling personal importance. (However, in no case shall this leave be used for recreational purposes.)

11.3b The employee shall notify his/her principal at least seventy-two (72) hours in advance of taking such leave, unless an emergency makes such notice impossible.

11.3c Under all circumstances, an employee shall verify by signature that the personal necessity leave taken was in compliance with this Article.

11.4 Family Illness Leave

11.4a Three (3) days of leave per year without loss of salary or sick leave shall be allowed to any employee for an illness, which is of a serious nature, of a member of the employee's immediate family. An illness of a serious nature shall be an illness which an employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service. An employee may use three (3) additional family illness days, but the additional three (3) days will be deducted from his/her sick leave.

11.5 Pregnancy Disability/Maternity Leave

11.5a **Pregnancy Disability Leave**
Employees are entitled to use accumulated sick leave as set forth in the provisions of illness/injury leave, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Such leave shall not be used for child care, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.

11.5b In cases of miscarriage, an individual on pregnancy/disability leave may be considered for immediate placement provided a position for which the individual is qualified exists and a statement from the attending physician indicates that the employee is able to assume full responsibilities of the position without detriment to her health.

11.5c Maternity Leave

An employee is entitled to a leave of absence without pay for a period of up to one year because of pregnancy, miscarriage, childbirth, and recovery therefrom. Employees on a District approved maternity leave shall continue to receive full health and welfare benefits paid by the District for six (6) months from the first day of the month following the last day worked. The date upon which the leave shall commence and the date upon which duties are to be resumed shall be determined by the employee and the employee's physician. The leave request shall be submitted to the District not less than twenty (20) days prior to the commencement of the leave, when possible.

11.6 Family Care Leave

11.6a Purpose

All eligible employees are entitled to a family care leave for a total of up to 12 work weeks (60 work days) in any school year as set forth in state (California Family Rights Act) and federal (Family and Medical Leave Act) statutes for the following reasons: (1) for the care of the employee's son/daughter (birth/adoption/foster care); (2) for the care of the employee's spouse, son/daughter, or parent who has a serious health condition; (3) for a serious health condition that makes the employee unable to perform the job duties.

11.6b Definitions - For the purposes of this provision:

Eligible Employee: Must have worked for the District for at least 1250-hours, which includes paid leave and/or family care leave, during the previous school year. Full-time employees meet the 1250-hour requirement.

Spouse: Legal husband or wife of the employee.

Son or Daughter: Biological, adopted, foster, step-child, legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or 18 years of age or older and incapable of self-care because of mental/physical disability.

Parent: Biological parent of an employee or an individual who stood in loco parentis to the employee when the employee was a son or daughter.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

11.6c Procedure

The leave request shall be submitted to the District not less than thirty (30) calendar days prior to the commencement of the leave, when possible. Medical certification for serious health-related leaves shall state:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition, including the need for the leave.

11.6d Benefits Continuation

The District shall maintain the employee's coverage under medical, dental, vision, and life insurance benefits during the period of the leave. STRS service credits may be purchased by the employee for the period of the family care leave in accordance with STRS regulations.

If the employee fails to return to work, the District may recover its share of the insurance premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstances beyond the employee's control.

11.6e Special Provisions

Concurrent Use of Paid Leave

When an employee is on a family care leave due to the serious health condition of the employee's spouse, son, daughter, or parent, he/she shall be paid full salary for the period of time equal to the balance of his/her family illness and accumulated sick leave. When an employee is on a family care leave due to the birth/adoption/foster care of the employee's son/daughter, he/she shall be paid full salary for that period of time equal to the balance of his/her family illness and personal necessity leaves.

Pregnancy/Disability Leave

At the conclusion of a pregnancy/disability leave, an employee may elect to take family care leave.

Both Parents Taking Family Care Leave

When spouses are both employed by the District, the family care leave is limited to an aggregate of 12 work weeks if such leave is taken for the birth/adoption/foster care of a son or daughter.

11.7 Military Leave

- 11.7a Employees who are members of any reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia, or who are inducted or who are otherwise ordered to active duty, shall be granted such leave as required by the Education and Military and Veterans Codes. A copy of military orders shall be provided to the District Office with the request for military leave.

11.8 Bereavement Leave

11.8a Upon the death of a member of the immediate family, absence without loss of salary or sick leave shall be allowed to any regular employee for a period of not to exceed three (3) days or five (5) days leave of absence if travel beyond a 300 mile radius is required.

11.8b "Immediate family," for the purposes of this provision, shall be defined as mother, father, child, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, son-in-law, daughter-in-law, brother, or sister of the employee, or any relative living permanently in the immediate household of the employee.

11.9 Jury Duty/Witness Leave

11.9a Leaves of absence for jury duty shall be provided at a salary which is equal to the difference of the employee's regular earnings and any amount he/she receives as a juror's fee during the period he/she serves on the jury.

11.9b Leave of absence shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as a litigant, in a court case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave, with the exception of travel allowance, is assigned to, and the subpoena and court certification are filed with, the School District.

11.9c Teachers who voluntarily postpone their jury duty service to a school vacation period shall be compensated at the current substitute teacher rate for each day's service.

11.10 Health and Hardship Leave

11.10a The Board of Education may grant a leave of not more than one (1) school year to an employee unable to perform duties due to ill health, physical disability, or personal hardship, at the request of the employee. Verification of illness or physical disability, by a licensed physician, shall be required. Requests for personal hardship leaves shall be processed through the Office of Personnel Services.

11.11 Long Term Leave

11.11a The Board of Education may, upon written application by an employee, grant a leave of absence without pay for not less than one semester nor more than a year for purposes such as, but not limited to, child care or obtaining newly mandated State credentials required for maintaining current position or responsibility.

11.11b During any school year in which the Board of Education does not grant sabbatical leaves in accordance with Section 11.13, the Board shall grant up to twenty (20) one-year leaves of absence without pay for reasons not specified elsewhere in Article 11 unless a credentialed replacement cannot be found. Requests must be submitted to the Office of Personnel Services by the first Monday in May for a leave

starting the following school year.

When more than twenty (20) employees apply, the twenty (20) leaves shall be granted according to length of service in the District.

Employees may not receive more than one (1) unpaid leave as specified in Section 11.11b in any seven (7) year period. Employees shall be notified of approval or denial of their leave request prior to the second Monday in June.

11.12 Industrial Accident and Illness Leave

11.12a Employees will be entitled to an industrial accident leave for an injury which qualifies for compensation benefits in accordance with requirements of the Education Code and the provisions of the California Workers Compensation Law.

11.12b Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise be performing work for the District. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.12c The District has the right to have the employee examined by a physician designated by the District, to assist in determining the length of time during which he/she will be temporarily unable to perform assigned duties and/or the degree to which the disability is attributable to the injury involved.

11.12d For any days of absence from duty as a result of the industrial accident, the employee shall endorse to the District any wage loss benefit check from the adjusting firm or carrier which makes the total compensation from both sources exceed 100% of the amount the employee would have received as salary or Workers Compensation benefit. If the employee fails to endorse to the District any wage loss disability check received because of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

11.13 Sabbatical Leave

11.13a After completing seven (7) consecutive full school years of service, an employee will be eligible to apply for leaves of one semester or one year duration for the purpose of academic study or travel. Applicants for sabbatical leave must submit their request to the Personnel Office no later than September 30 for a leave starting the following school semester or school year. If a split sabbatical leave is desired it must be requested at the time of application of the first semester of such leave. Employees shall be notified of approval or denial of sabbatical leave requests within thirty (30) days and shall receive the reason for denial, in writing, if requested.

11.13b The Superintendent may recommend approval of sabbatical leave requests to the Board of Education, and the Board of Education may grant such leave.

11.13c An employee on sabbatical leave for one semester shall receive full salary and full health and welfare benefits. An employee who is on a full year's sabbatical shall receive fifty (50) percent of his/her salary and full health and welfare benefits. Paid sick leave is not earned while on sabbatical leave. The District is freed from any liability for the payment of any compensation or damages provided by law, for the death or injury of the employee while he/she is on sabbatical leave. All sabbatical leaves shall be administered in accordance with Education Code 44966-44975.

11.13d The terms and conditions of the leave shall be agreed upon in writing and shall include, but not be limited to:

An indemnification bond equal to twice the salary received during the sabbatical leave;

A requirement of service to the District of two (2) full years for each full year of leave, and one full year for each one-half year of leave; and

Appropriate reporting procedures on the values of sabbatical leave as may be designated by the Superintendent.

11.14 Reinstatement Rights

The employee has the right to return to the same site if the length of the leave is for an entire semester or less.

ARTICLE 12 - WAGES

12.1 Definition of Experience

12.1a Upon employment, teaching experience consisting of one full semester in a school year will count as one year of experience, but limited to one year. Full prior experience shall be granted, including accredited private and parochial school experience under a valid credential.

12.2 Definition of Requirements

- | | |
|-----------|--|
| GROUP I | B.A.; Appropriate credential |
| GROUP II | B.A.; Appropriate credential + 15 units taken subsequent to date of B.A. |
| GROUP III | B.A.; Appropriate credential + 30 units taken subsequent to date of B.A. |
| GROUP IV | B.A.; Appropriate credential + 45 units taken subsequent to date of B.A. |
| GROUP V | B.A.; Appropriate credential + 60 units taken subsequent to date of B.A. |

12.2a All units earned subsequent to the B.A./B.S. degree, except District in-service credits and other special or conditional situations approved in advance by the Superintendent or his/her designee, must be upper division or graduate level units from an accredited institution with a grade of at least "C" and be applicable to a credential, degree or assigned responsibilities of the employee.

12.2b No more than nine (9) in-service credits may be applied toward the fifteen (15) units required for advancement from one group to another group on the salary schedule. All continuing education units approved by the Board of Registered Nurses may be applied by nurses toward the fifteen (15) units required for advancement from one group to another group on the salary schedule. All employees taking District approved course work for District Certification under the District master plan for LEP Student Services shall receive salary advancement at the rate of one credit per 15 hours. For the purpose of this section, fifteen (15) clock hours equals one (1) credit hour.

Employees assigned to Primary Language Instruction Classes/ Language Acquisition Program Classes, English Plus Classes, and 7-12 ELD classes who complete within a year, two semesters of District approved language course work for District Certification under the District Master Plan for LEP Student Services will be reimbursed at the current hourly rate up to a maximum of 30 hours per year.

In addition, those employees assigned to Primary Language Instruction Classes, English Plus Classes, and 7-12 ELD classes who have been District Certified under the District Master Plan for LEP Student Services, who wish to continue additional language course work and complete a minimum of one semester of District approved course work will be reimbursed at the current hourly rate up to a maximum of 30 hours per year.

12.2c Graduate units earned prior to receipt of a B.A. degree will be accepted for salary placement only if graduate credit was granted upon course completion and noted on the official transcript.

12.2d Theological degrees and/or units will be counted only if applicable to the assigned responsibilities of the employee, or if required for a credential as defined by the Commission on Teacher Credentialing.

12.2e To receive credit for advancement on the salary schedule, all course work including District In-Service Education credits must be completed by the first workday. Official transcripts and/or records of In-Service Education credit must be submitted to the Office of Personnel Services prior to November 1. Certificated employees will not be advanced on the salary schedule as a result of courses taken during a current school year.

12.2f It shall be the responsibility of the employee to obtain prior approval from the immediate supervisor and the Office of Personnel Services for courses, other than those offered through the District In-Service Education Program, in which they plan to enroll prior to presentation for credit toward advancement on the salary schedule. The immediate supervisor shall give guidance and direction to employees to assure that courses taken are applicable to the assigned responsibilities of the employee, unless required for a credential or degree. Final approval must be granted by the Office of Personnel Services.

12.2g The salary schedule "steps" shall be defined as the vertical movement of employees on the schedule. Each year of experience in the Garden Grove Unified School District, including those years

acceptable from another district, shall be the criterion for vertical progression on the schedule.

- 12.2h To receive credit for vertical advancement on the salary schedule an employee must teach 75 percent of a school year. Days served on jury duty will not be deducted when calculating days for salary advancement.
- 12.2i The salary schedule "groups" shall be defined as the horizontal movement of certificated employees on the schedule. Completion and verification of the required academic credits and/or In-Service Education units shall be the criteria for horizontal advancement on the salary schedule. An employee may advance a maximum of two groups in any school year.
- 12.2j All units are semester units. Quarter units shall be defined as two-thirds (2/3) of a semester unit.
- 12.2k Step 16 in Groups IV and V, and Steps 20 and 27 in Group V are designated as anniversary increments. Anniversary steps are for continuing competent service and professional growth.

12.3 Special Assignment, Extra Compensation for

- Home Teacher - Hourly rate of 1/1000 of Group I, Step 1
- Summer School Teaching Assignment - Hourly rate of 1/1000 of Group I, Step 1
- Peer Assistance and Review Program - Consulting Teacher/Mentor Teacher - Annual stipend of \$4800
- Joint Panel - Annual stipend of \$1500
- Teacher on Special Assignment/District Office – Annual rate of 5% of Group I, Step 1

- 12.3a 7-8 Assignments
 - Intramural 3% of Group I, Step 1 per semester
 - Vocal Music Annual rate of 4% of Group I, Step 1
 - Instrumental Music Annual rate of 4% of Group I, Step 1
 - Drama Annual rate of 4% of Group I, Step 1
 - Journalism (School Paper) Annual rate of 4% of Group I, Step 1
 - Publications (Yearbook) Annual rate of 4% of Group I, Step 1
 - Student Council Advisor Annual rate of 4% of Group I, Step 1
 - Two Academic Coaches Annual rate of 4% of Group I, Step 1

- 12.3b 9-12 Assignments
 - Director of Student Activities Annual rate of 12% of Group I, Step 1
 - Drama Annual rate of 8% of Group I, Step 1
 - Vocal Music Annual rate of 8% of Group I, Step 1
 - Instrumental Music Annual rate of 10% of Group I, Step 1
 - Speech Annual rate of 5% of Group I, Step 1
 - Journalism Annual rate of 5% of Group I, Step 1
 - Publications Annual rate of 5% of Group I, Step 1
 - Color Guard Annual rate of 8% of Group I, Step 1
 - Cheerleaders Annual rate of 8% of Group I, Step 1
 - Tall Flags (One semester only) Semester rate of 4% of Group I, Step 1

12.3c 7-12 Department Chairperson

6-15 sections in department	3% per year, Group I, Step 1
16-30 sections in department	4% per year, Group I, Step 1
31-45 sections in department	5% per year, Group I, Step 1
46-60 sections in department	6% per year, Group I, Step 1
61+ sections in department & Nurses & Adaptive P.E.	7% per year, Group I, Step 1

12.3d Compensation for all athletic positions requires sufficient after school practice, training, and supervision to meet League and District standards of competition.

12.3e High School Athletics

Formula: $(L) \times (R) \times (Y) = \text{compensation}$

(L) = Length of season, in full or partial calendar weeks, Monday through Saturday, as defined by CIF Southern Section Blue Book Boys and Girls Sports Calendar. Column 2, Practice Begins; and Column 5, Date of Last Contest.

(R) = Responsibility factor

(Y1)= Group I, Step 1

(Y2)= Group I, Step 2

Responsibility Factors:

Base Factor	.005
Head Coach	.001
Night Coach	.0005
Head Coach with 2 or more District-allocated assistant coaches	.0005

A - Coaches will be placed on Y1 or Y2. To be placed on Y2, the coach must have coached in the GGUSD during the previous school year, except that a coach who has coached a minimum of three (3) consecutive years may maintain the Y2 status if there is a break of no longer than one (1) year in service as a coach.

B - Football coaches' (L) shall be computed at not less than the longest season of any sport.

C - Minimum of 4 night performances to qualify as night coach.

D - The (L) factor for coaches of teams/individuals which advance to the CIF playoffs shall be increased by the number of full or partial weeks that the teams/individuals participate. Where the total number of individuals advancing to the CIF playoffs is four (4) or fewer, the (L) factor shall be increased by one-half (1/2) the number of full or partial weeks that the individuals participate.

E - Athletic directors use .00324 for (R), and use 36 for (L).

F - Athletic directors responsible for more than 10 District-approved sports use .00333 for (R) and 36 for (L).

12.3f 7-8 Athletics

Formula: $(L) \times (R) \times (Y) = \text{compensation}$

(L) = Length of season, in full or partial calendar weeks, Monday through Saturday, defined by District Intermediate/Junior High Sports Program Calendar.

(R) = Responsibility factor .004

(Y1)= Group I, Step 1

(Y2)= Group I, Step 2

A - Coaches will be placed on Y1 or Y2 effective for the 1980-1981 school year. To be placed on Y2, the coach must have coached in the GGUSD during the previous school year.

B - With District approval for one coach to coach two teams simultaneously, an additional responsibility factor of .001 will be added.

12.3g Staff Development Compensation

1. Each fiscal year each employee shall have the opportunity to attend and be compensated for an annual maximum of fifteen (15) hours of staff development activities beyond the school day/year at the hourly rate of 1/1000 of Group I, Step 1. Staff Development activities attended during the week prior to the commencement of the school year shall be paid at the hourly rate of the subsequent school year.
2. Except for mentor teachers, an employee who presents District approved training outside the work day/year shall be compensated at the hourly rate of 1/1000 of Group II, Step 2.
3. The compensation rates in 12.3g (1) and 12.3g (2) will be applied to District approved site level staff development.

12.3h Projects Compensation

Effective September 1, 1996, District approved projects shall be paid at the hourly rate of 1/1000 of Group I, Step I.

12.3i K-6 Assignments Annual rate of 4% of Group 1, Step 1

Program Coordinator

One per school with student enrollment of 400 or less

Two per school with student enrollment of 401 or more

Academic Coach

One per school

12.4 Adult Education

12.4a Teachers of classes for adults shall be granted seniority rights from the first date of service in the District.

12.4b Effective with the 2000-2001 school year, persons teaching twenty-

- five (25) hours or more a week are to be considered full-time employees and will receive all full-time employee benefits.
- 12.4c Full-time Adult Education Teachers will receive pay if their assignment falls on any District-approved legal holiday, except the Winter and Spring recesses, unless authorized to work during those recesses.
- 12.4d Each full-time Adult Education Teacher shall receive a list of all District-approved legal holidays, for which he/she shall be paid during the term of a contract, immediately upon signing the contract.
- 12.4e Effective with the 2000-2001 school year, Adult Education Teachers teaching twenty-five (25) or more hours per week have a seven (7) Step Salary Schedule as reflected in Schedule B.
- 12.5 State Pre-School Teacher (daily rate)
State Pre-School Teachers shall be compensated at the daily rate as reflected in Schedule C.
- 12.6 Mileage

Employees whose responsibilities require travel to more than one site shall receive, if requested, mileage reimbursement at the current IRS rate.
- 12.7 Part-Time Employment Plan

In accordance with Education Code Sections 44922 and 22724, a certificated employee of the Garden Grove Unified School District may reduce his/her work load prior to retirement from full-time to part-time duties and receive the same credit toward retirement he/she would receive if he/she were employed on a full-time basis. Regulations governing this provision are as follows:
- 12.7a The employee must have attained the age of 55 years prior to the time the work reduction begins.
- 12.7b The employee must have been employed as a full-time certificated employee for at least ten (10) years, of which the last five (5) years were in full-time employment in the Garden Grove Unified School District.
- 12.7c Entry into the five-year Part-Time Employment Plan must be exercised at the request of the employee and termination of the plan thereof can be only with mutual consent of both employee and employer. (Final approval of employee participation would rest with the District.) It is understood that at the termination of the five-year period, the employee will begin his/her retirement. However, in the event of proven hardship, the District may grant an exception (e.g., death, divorce, bankruptcy, etc.).
- 12.7d Option to participate in the Part-Time Employment Plan shall be through written request of the employee to the Assistant Superintendent, Personnel Services. Deadline for submitting a request to participate in the Part-Time Employment Plan shall be March 15 of any given school year. Such request as noted above is to be submitted on the District Form No. 9701.94, "Request to Participate in Part-Time Employment Plan."
- 12.7e The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of a part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall

- receive all fringe benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 12.7f Minimum and maximum part-time employment shall be as follows:
- Teachers at K-6 level will be required to teach 100 percent of one semester and 0 percent of the other semester.
- Teachers at 7-12 level may teach either 100 percent of one semester and 0 percent of another, or one-half day basis for the entire year. One-half day is defined as three teaching periods as mutually agreed, exclusive of lunch.
- Non-classroom employees who are members of the Association will be required to be on duty either (a) 100 percent of one semester and 0 percent of the other semester; or (b) one-half day basis for the entire year, hours as mutually agreed upon.
- 12.7g A certificated employee may not participate in this plan for more than five (5) years.
- 12.7h Deductions for State Teachers' Retirement System contributions by the District and by the part-time employee shall be equal to the amount required of a full-time employee. Deductions are to be made on a monthly basis depending on the pay program selected by the employee.
- 12.7i Each certificated employee participating in this plan will earn sick leave in proportion to the percent of employment per year. Example: 50 percent (half-time) employment would yield sick leave of 50 percent of ten days or five days of sick leave. Such sick leave would be accumulative.
- 12.7j The Optional Part-Time Employment shall be limited to 45 members of the Association per school year.
- 12.7k The District agrees to announce annually the availability of the Part-Time Employment Plan to all employees.
- 12.7l All provisions of this program will be available to each employee through building principals and administrative department heads.
- 12.7m Participating employees will be scheduled for individual meetings by the Office of Personnel Services to develop a mutually agreeable program for the employee on or before May 15.
- 12.7n Where two or more employees apply for the same part-time position such position shall be filled by the employee with the greatest District-wide seniority.
- 12.7o Employees who participate in the Part-Time Employment Plan will perform extra duties proportionate to full-time employees. (Half-time employees will perform half as many duties as full-time employees.)
- 12.7p After July 1, the District shall provide the Association with a list of teachers who have been approved for part-time employment for the following year.
- 12.7q The agreement between the Board and the participating teacher shall be consummated on or before May 30. (The teacher may be

accompanied by a representative of the Association in any meeting he/she attends with the District, pursuant to this Article.)

12.7r Application for participation in the program shall be completely voluntary and at the discretion of the employee.

12.8 Salary

The District agrees to maintain the 2007-2008 salary schedules for the 2008-2009 school year, including Pre-School and Adult Education teachers teaching twenty-five (25) hours or more.

12.9 Job Sharing

12.9a The District shall offer permanent employees the opportunity to voluntarily share the responsibilities, wages, and benefits of a teaching assignment.

The two (2) employees sharing a contract may choose to work half of every day, all day on five (5) out of every ten (10) workdays, or one (1) of two (2) semesters in the school year.

The deadline for submitting a request to participate in Job Sharing shall be March 15 of any given year.

12.9b Participating employees and the District shall mutually agree on and sign a written copy of the terms and conditions of their job sharing. Job sharing plans shall conform to all other provisions of this Agreement.

12.9c The parties will evaluate the program prior to the expiration of this Agreement.

12.10 Employee Personal Property

The District shall replace or reimburse employees for the cost of replacing or repairing personal property damaged or lost in the performance of their duties subject to all of the following conditions:

1. The property is the type that is necessarily worn by the employee.
2. The property was lost or damaged through no fault of the employee.
3. The value of the property, which shall be determined as of the time of the loss or damage, is greater than \$50 and less than \$750.
4. The employee will use all other available methods to recover compensation before making a claim against the District.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

The District and the Association are committed to maintaining a quality health and welfare benefits program for all employees. The parties agree to a good faith effort and commitment to maintain a program which is comprehensive and cost-effective.

13.1 Medical Plans

13.1a The District shall provide full-time employees and eligible dependents with a medical services insurance plan. The employee shall have a choice from among no less than three (3) plans (Fee for Service, Exclusive Provider Organization, Health Maintenance Organization)

provided by the District.

Effective July 1, 1993, plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

SCHEDULE OF BENEFITS Medical Plans

A. Fee for Service

1. Plan Maximum	\$1,500,000 lifetime per plan member with automatic restoration of up to \$1000 per calendar year and an increase to the plan maximum of 10% every four years
2. Plan Deductible	\$250 per non-PPO inpatient hospital admission
3. Plan Co-Pays	
a. Doctor Visits	\$25 per visit
b. Drugs	
- Tier I Most generic and selected over-the-counter	\$3
- Tier II Brand name without generic equivalent and selected generic	\$8
- Tier III Selected medications within each therapeutic class	\$20
4. Plan Co-Insurance	
a. Preferred Provider (PPO)	80%/20%
b. Non-PPO Provider	70%/30%
5. Plan Co-Insurance Maximum	\$10,000 per calendar year per enrollee
6. Benefits Subject to Inside Limits	
a. Accident: 100% of first \$500	\$500 per case
b. Inpatient Mental	60 days per calendar year
c. Outpatient Mental @ 50%	Up to 50 visits per year
d. Plan Cap*	\$600 per day maximum per non-PPO inpatient/outpatient hospital and/or freestanding surgical center admission
e. Routine Preventative Procedures-(adults only)	\$200 per calendar year
f. Hospice Care	60 day maximum

B. Exclusive Provider Organization (EPO Only)

1. Plan Maximum	\$1,500,00 lifetime per plan member with automatic restoration of up to \$1000 per calendar year and an
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increase to the plan maximum of 10% every four years

Health Maintenance Organization (HMO)/Exclusive Provider Organization (EPO)

- 1. Hospital Care-Medical/Surgical 100%
 - 2. Outpatient Care-Medical/Surgical 100%
 - 3. Plan Co-Pays
 - a. Doctor Visits \$25 per visit
 - b. Emergency Room Treatment \$50 per visit
 - c. Drugs
 - Tier I Most generic and selected over-the-counter \$3 (EPO)
 - Tier II Brand name without generic equivalent and selected generic \$8 (EPO)
 - Tier III Selected medications within each therapeutic class \$20 (EPO)
- HMO – as per plan contract

- 13.1b The District shall provide a medical services insurance plan for retiring employees to age 65 and for disabled employees, age 50 or older. The retiring or disabled employee shall have a choice from the plans provided by the District. The retiring employee must have served at least ten (10) years and have retired from the District as defined in Education Code Section 22148. The disabled employee must have served fifteen (15) years in the District. A District-approved leave shall constitute a year of service for the purpose of eligibility for this benefit.
- 13.1c The District shall provide medical insurance for the spouse of an employee who qualifies for the provisions in 13.1b.
- 13.1d Pre-authorization is required in the fee-for-service medical plan for outpatient services as indicated in the Summary Plan Description.
- 13.1e The prescription drug card within the fee-for-service plan has a limitation of a 30-day supply of drugs at any one time, except that a 90-day supply for two co-pays may be obtained through a mail-order pharmacy when deemed necessary by a medical doctor.
- 13.1f The District will provide employees access to an 800 number for medical questions.
- 13.1g The medical and dental fee-for-service plans will include a third party recovery clause for all employees and a pre-existing condition clause in the medical plan for new hires.

13.2 Dental Plans

The District shall provide full-time employees and eligible dependents with a dental services insurance plan. The employee shall have a choice from between

two (2) plans (Fee for Service and Pre-Paid) provided by the District. The plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

**SCHEDULE OF BENEFITS
Dental Plans**

- A. Fee-for-Service Dental
 - 1. Dental
 - a. Plan Maximum \$2000 per calendar year
 - b. Plan Deductible \$25 per calendar year
 - c. Co-Insurance 90%/10%
 - 2. Orthodontia
 - a. Plan Maximum
 - Payment up to: \$700 per calendar year
 - Payment up to: \$2800 lifetime
 - b. Co-Insurance 50%/50%
- B. Pre-Paid Dental
 - 1. Dental
 - a. Preventative Procedures
 - Co-Pay -0-
 - b. Restorative Dentistry
 - Co-Pay -0-
 - c. Crowns/Bridges Co-Pay -0-
(gold excluded)
 - 2. Orthodontia (banding only)
 - a. Co-Payment \$1500 up to age 23
 - b. Co-Payment \$2000 age 23 and above

13.3 Vision Plan

The District shall provide full-time employees and eligible dependents with a vision insurance plan. The plan shall be special "Plan B" of California Vision Services, or its equivalent, except that tinted or photo-chromatic lenses shall be covered by the plan. The plan will provide as outlined in the following schedule, to be administered as set forth in the Summary Plan Description.

**SCHEDULE OF BENEFITS
Vision Plan**

- A. Frequency of Services
 - 1. Examinations 12 months
 - 2. Lens/Contacts 12 months
 - 3. Frames 24 months
- B. Deductible
 - 1. Examinations/Lens/Frames \$10
 - 2. Cosmetic Contacts \$50
- C. Special Provisions
 - 1. Cosmetic Contacts

2. Tints
3. Non-Panel Doctor Reimbursement

13.4 Life Insurance

The district shall provide all eligible employees with a \$50,000 term life insurance policy, to include a provision for dependent life coverage and an age reduction schedule complying with Age Discrimination Act regulations.

13.5 Limitation of Benefits

13.5a All health and welfare benefits shall be maintained and premium increases shall be paid by the District for the duration of this contract.

13.5b Effective with the September 1993 payroll, in order to receive the medical, dental, and vision benefits package described in Sections 13.1a, 13.2, and 13.3, all eligible employees enrolled in the group health program shall make a tenths payroll deduction contribution based upon the following schedule:

Employee - \$30
Employee with one dependent - \$70
Employee with two/more dependents - \$95

13.5c Effective September 1, 1993, an employee who is eligible to receive the medical benefits described in Sections 13.1b and 13.1c shall make a yearly contribution based on the following schedule:

Employee - \$240
Employee and spouse - \$560

13.6 Duration of Benefits

13.6a The benefits provided in this Article shall remain in effect during the term of this Agreement.

13.6b The Association shall be consulted before any change in carriers or administrators of the health and welfare benefits plan is made.

13.6c Full-time employees who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full health and welfare benefits paid by the District for six (6) months from the first day of the month following the last day worked.

13.6d Employees on District-approved leaves of absence without pay shall be given the option of converting to a health and welfare benefit plan for the period of the leave, at the employee's expense.

13.6e An employee who has been actively employed on a regular full-time basis through June 30 of any school year will have continuous coverage until October of that year, unless the employee subsequently gives notice of intent to terminate, in which case coverage ends on the first day of the month following.

13.7 Miscellaneous

13.7a Each employee in the bargaining unit shall receive from the District a full explanation of all health and welfare benefits - including carriers,

coverage, and other pertinent information.

13.7b Examinations for tuberculosis will be required every four years. The examination may be either an x-ray or a skin test. The District shall arrange and pay for these tests.

13.7c Employees will be provided the opportunity annually to change health plans during a 30-day open enrollment period.

13.7d Employees will be provided the opportunity to terminate coverage for themselves, or any eligible family member, the first of the month following the submission of a written request to cancel coverage. The enrollment of eligible employees and family members will be in accordance with the Summary Plan Description and shall include the following:

- 1) First of the month following the elected change during the thirty (30) day annual open enrollment period.
- 2) For new spouse, the first of the month following date of marriage.
- 3) Newborns coverage from date of birth.
- 4) An employee, spouse, or child with coverage outside of the District whose coverage was terminated as a result of the spouse's termination of employment could be enrolled the first of the month following the date of termination of benefits.

Change requests for items 2, 3, and 4 are to be submitted in writing within thirty (30) days of the date of marriage, birth, or termination of benefits.

13.7e The District and the Association agree to participate in an ongoing study, analysis, and education program in health benefits. At least four insurance newsletters shall be prepared and distributed to all employees each school year.

13.8 The District shall provide for employee participation in the Medicare program to begin within the last quarter of the 1991 calendar year.

ARTICLE 14 - ASSOCIATION RIGHTS

14.1 The Association shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to the following regulations:

14.1a Materials to be posted on designated faculty lounge bulletin boards shall be dated.

14.1b Materials sent through District mail shall originate in the Association Office only and shall be so identified.

14.1c Information distributed through the District mail or posted on designated bulletin boards shall be reasonable.

14.1d Copies of District-mailed material will be routed to District Office of Informational Services before mailing.

14.2 The use of released time allocated to the Association by the District must be authorized by the Association. At least seventy-two (72) hours in advance of the

release date, the Association shall contact the Office of Personnel Services in order to agree on the employee(s) and date(s) of release.

- 14.3 The Association shall be provided with any public information required, including, but not limited to, class size, statistical reports, and budgetary information.
- 14.4 Association meetings called at school sites are open only to members of the Association and/or bargaining unit, and guests invited by the Association.
- 14.5 Names, addresses, and telephone numbers of all District employees shall be provided, whenever possible, to each member of the bargaining unit.
- 14.6 The Association shall receive as a maximum each year, fifty (50) released days, plus one-eighth (1/8) day per member of the bargaining unit, as of November 1, 1980, for the purposes of meeting and negotiating, and for the processing of grievances during the term of this contract.
- 14.7 The provisions of the Agreement shall not be interpreted or applied in a manner which is capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 14.8 Payroll Deductions
 - 14.8a The District shall deduct authorized Association dues/fees in accordance with written notice from the Association. The District will guarantee to maintain authorized payroll deduction of dues/fees by members required under the terms set forth above and provisions of the Education Code and Government Code section 3540.1(i)(1) of Division 4 of Title 1. Such authorized deductions shall continue when a member returns from unpaid leave.
 - 14.8b The District shall deduct authorized contributions to the Fund for Children and Public Education.
 - 14.8c The District shall deduct authorized contributions to the Foundation to Assist California Teachers.
 - 14.8d The District shall give employees an opportunity to have their paychecks directly deposited in any bank, credit union, or savings and loan participating in the direct deposit program.
 - 14.8e Employees may participate in any tax sheltered annuity/deferred compensation life insurance plan and/or shares in a regulated investment company of their choice with the District providing payroll deduction for this purpose.
 - 14.8f Employees may participate in a 125 Flexible Benefit Program for the employee contribution to the Health Services Insurance Plan, medical reimbursement including eligible over-the-counter purchases (to a maximum of \$2500 per year), and dependent care expenses with the District providing payroll deduction for this purpose.
 - 14.8g Employees may participate in the Voluntary Receivable Program with the State Teachers' Retirement System, which is a tax deferred payroll deduction payment process for redeposit of previously withdrawn contributions and/or purchases of permissive service credit, with the District providing payroll deduction for this purpose.

14.9 Negotiation Procedures

- 14.9a Not later than April 1 of the calendar year in which this Agreement expires, the Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and shall be signed by both.
- 14.9b Either party may utilize the services of outside consultants.
- 14.9c The Board and Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 14.9d Negotiations shall take place during the regular school day and at other mutually agreeable times. The locations shall be mutually agreed upon. Such meetings shall be held within a reasonable time upon request.

ARTICLE 15 - SAVINGS

- 15. If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 16 - COMPLETION

- 16.1 This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiate on any item, for the term of this Agreement except that:
 - 16.1a The Association and the District may amend the contract by mutual written agreement only.
 - 16.1b Should the Board authorize the reorganization of a school with a 5-6-7 or 6-7-8 configuration, the District and the Association shall meet within ten (10) workdays to negotiate contractual ramifications.
 - 16.1c Negotiations on the following Articles shall be reopened upon the written request of either party: (1) Article 4: Hours of Employment, (2) Article 9: Class Size, (3) Article 12: Wages, (4) Article 13: Health and Welfare Benefits, and one other Article as the parties mutually agree.
- 16.2 During the period of this contract, should PERB rule that certain items are included within the scope of negotiations, or should the State of California adopt a law that changes any item within the scope of negotiations, as defined in Section 3543.2 of the Government Code, or should the Federal Government adopt a law that affects any provision of this agreement, the District and the Association shall reopen negotiations, at the request of either party, on those items only.
- 16.3 Each party shall appoint one or two representatives for the purpose of contract maintenance. The representatives shall meet weekly unless they mutually agree to cancel a meeting.

ARTICLE 17 - PROFESSIONAL GROWTH

The District shall implement a professional growth program consistent with the requirements and recommendations of the California Professional Growth Manual dated September, 1985, except that:

- 17.1 The District shall designate certificated administrators to serve as Professional Growth Advisors.
- 17.2 An employee whose Professional Growth Plan is not certified, initialed, and/or verified as requested may appeal the determination to the Executive Secretary of the California Commission on Teacher Credentialing.
- 17.3 Upon the request of the employee or a Professional Growth Advisor, the president of the Association shall provide verification of participation in or completion of Association-related activities.

Garden Grove Unified School District

Garden Grove Education Association

Date

Date

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