AGREEMENT

BETWEEN

GARDEN GROVE UNIFIED SCHOOL DISTRICT

AND

GARDEN GROVE EDUCATION ASSOCIATION/CTA/NEA

JULY 1, 2021 – JUNE 30, 2022

GARDEN GROVE UNIFIED SCHOOL DISTRICT

ACKNOWLEDGEMENTS

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GARDEN GROVE UNIFIED SCHOOL DISTRICT
GARDEN GROVE EDUCATION ASSOCIATION

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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 July 1, 2021 - June 30, 2022

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
Educational Specialists
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
Pre-School Special Education 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.

<u>Management</u>

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

<u>Confidential</u>

- Personnel Secretary
- Position Control Technician
- Administrative Secretary
- Secretary to the Superintendent
- Accountant

Fiscal Services Coordinator
Personnel Analyst

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. Bargaining unit members shall be entitled to a thirty (30) minute minimum, uninterrupted, duty-free lunch break.

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, TK-12, will collaborate on a regular and ongoing basis. The teachers and administrators will mutually determine the topics for collaboration time.

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

4.1c The Collaboration Schedule will be mutually developed by site teachers and administrators. It will be approved by the majority of the teachers at each site via anonymous ballot. The ballots will be counted by the site administrator and one teacher designated by the teachers at the site. The schedule will be submitted by April 1 to the Assistant Superintendent of Elementary Education or Secondary Education for approval. No schedule will be approved that results in a reduction of annual instructional minutes. The site teachers and administrators will review the schedule annually. For schools collaborating weekly, four (4) collaboration days shall be used for individual teacher preparation. The scheduling of the days shall be mutually determined by the administrator and teachers at each school site.

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 twelve (12) hours of site staff meetings per year, beyond the times stated in Article 4.1, shall be required of an employee.

4.3a Should a site staff meeting become necessary during a school week, it shall normally be scheduled on a Wednesday. Except under emergency situations, employees shall attend scheduled site staff

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. No more than one site staff meeting shall be held per day.

4.3b Professional development outside of Article 4.1 and Article 4.3 is voluntary, and shall be compensated in accordance with Article 12.3g.

4.4 Professional Development

4.4a The District and the Association agree that all employees should have equal access to quality professional 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 professional 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 professional 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:

Grades	Regular Daily Minutes	Annual Minutes
State Preschool	360	64,800
TK-Kindergarten	310	54,890
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 TK 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 including 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 TK-6, including 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 release days to be scheduled by the Personnel Office, and no less than thirty (30) consecutive minutes per week, excluding the first week of school. All Educational Specialists teachers in grades 9-12 shall receive three release days per year.

4.5e Three IEP Preparation Days shall be provided to TK-6 SDC teachers, M/M and M/S, as well as SDC teachers at Mark Twain for the purposes of preparing for or to hold IEP meetings.

4.5f K-6 teachers who serve both M/M and RS students may choose (1) the 30 minute daily release time with one release day or (2) three release days.

4.5g One IEP Preparation Day shall be provided to TK-6 RS teachers for the purposes of preparing for or to hold IEP meetings.

4.5h Beginning in the 2018-2019 school year, TK-8 teachers shall be compensated at the rate of $150 per day in lieu of taking release days. (This provision does not apply to IEP Preparation days.)

4.5i 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.

4.5j Teachers in classes in the TK-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.

4.5k 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.

4.5l In recognition of time necessary to coordinate with other personnel, Resource teachers in grades TK-6 that do not have an assigned preparation period shall receive a minimum of 30 minutes, preferably consecutive, of preparation time daily. (All 7-8 Resource and M/M teachers shall receive one prep period daily). (The complete 7-8 prep time shall begin with the 2015-2016 school year).

4.5m Secondary M/S teachers, grades 7-12, shall have 30 minutes of weekly preparation time.

4.6 The District will allocate funding to provide 50 release days per year (TK-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 TK-12 teachers, nurses, and librarians:

Total days taught 180
Total duty days 185
See Appendix H for 2022-2023 and 2023-2024 calendar.

4.7b Adult Education

Total days taught; total duty days, and paid holidays: as specified in individual employment contracts
See Appendix J for 2022-2023 and 2023-2024 calendar.

4.7c State Pre-School

Total days taught 180
Total duty days 185
Paid holidays 9
See Appendix H for 2022-2023 and 2023-2024 calendar.

4.7d Calendar Guidelines

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

(1) TK-12

OPENING DATES (See Appendices)

For Teachers	To be negotiated
For Students	To be negotiated

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	Between the third and fourth quarters
Memorial Day	Last Monday in May
Local Holiday	To be negotiated
Program Close	To be negotiated

NON-STUDENT TEACHER DUTY DAYS
The two work days before the student start date
Last day of first trimester
Last day of first semester
Day following last day of classes

(2) ADULT EDUCATION

OPENING DAYS 2022-2023

For Full-Time Equivalent	
Teachers Only	Monday, August 22, 2022
For Students	Monday, August 22, 2022

HOLIDAYS
Same as TK-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 TK-12.

ARTICLE 5 - GRIEVANCE PROCEDURES

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. This includes, but is not limited to, workplace bullying, physical and environmental hazards and student safety. 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, including bullying, sexual harassment, site safety. (Board policy 3120: See Admin. Regulation 3120.1. For form, go to GGUSD website, personnel department, form, formal complaints)

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 physical or emotional 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 In accordance with ed code 49079, Garden Grove Unified School District shall notify the teachers of a current student of all suspected offenses listed in ed code 49079, which may have occurred in the past three years. This notification shall include all records that are kept by the school or district related to each incident or narrative based on those records.

6.7 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.

6.8 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 5 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 a minimum of 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 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 5 years	2 unscheduled or 1 scheduled*	Observation Report	December 10

* Denotes a minimum number of observations.

7.4e Observation Deadline

The first 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 2017-2018, it is agreed that the District staffing ratio for regular classroom teachers shall be:

TK-3	25:1	2017-2018
	24.5:1	2018-2019
	24:1	2019-2020
	(Per 24:1 provisions of GSA-Education Code 42238.02)	
Grades 4-12	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:

TK-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 forty-nine (49) teachers in grades 9-12 in order to reduce average class size.

Each comprehensive high school shall receive seven (7) additional teachers.

9.5 The number of students in an educational specialist caseload shall not exceed 28 students (as per provisions of Ed Code)

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 Notices of vacant positions shall be posted in all work locations, the Association Office, the Office of Personnel Services, and the GGUSD Website when an opening occurs and shall remain posted six (6) workdays. Key posting dates shall happen on the first Friday of every month by 5pm. If the first Friday falls during the winter recess, spring recess or on the 4th of July holiday, the posting shall occur the following Friday. Additional postings shall occur as needed with approval from the Association.

(Such notification shall be sent electronically to all employees, dated and posted at each work site, Office of Personnel Services, the GGUSD website and the Association Office.)

10.5 Notices shall include the position, description and location, level, or subject matter assignment, and credential requirements.

10.6 In the event of an emergency, the opening may be filled on a temporary basis pending the selection of a permanent replacement.

10.7 Employees wishing to apply for the vacancy must file an application with the Office of Personnel Services within six (6) workdays of the date of posting. By the end of the six (6) additional workdays, the employee shall be notified of a time and place of interview for each vacancy for which he/she has been considered. Whenever possible, a teacher will be included in the interview. 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. (open only to probationary and permanent employees)

10.8 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.

10.9 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.

10.10 Should involuntary transfer(s) become necessary, length of service teaching in

the District, experience, credential, and major and minor fields of study shall be determining factors as to which teacher(s) shall be transferred. The employee to be transferred can choose to apply for a vacant position, or choose to be placed in a vacant position for which he/she is qualified. Under normal circumstances, the employee with the least service in the District shall be transferred first, except when an entire program is moved to a new site (for example, GATE program and specific Special Education programs).

10.11 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.

10.12 Teachers transferred after school begins shall be provided with two days 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 two shall be determined by the District. The District shall be responsible for the move of all District property.

10.13 Should a determination be made by the Superintendent or his/her designee, that a transfer is necessary for reasonable cause at any time, such transfer may be made following a conference with the employee.

10.14 An employee who is involuntarily transferred because of declining enrollment has the opportunity to return to his/her site or eligible position if it becomes vacant prior to November 1. The employee shall have the right to return if a position becomes open during the following school year.

10.15 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.

10.16 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.

10.17 Special Education teachers shall receive five (5) days prior notice when their assignment is changed.

10.18 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.

10.19 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.

10.20 In order to allow teachers to make informed decisions regarding the use of this Article, principals shall provide each teacher with his or her tentative teaching

assignment prior to the second Monday in May, 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 employee 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 vacation 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 Parental Leave

11.6a Purpose

Employees who have been employed for at least 12 (twelve) months on a part-time or full-time basis, are entitled to a parental leave for a total of up to 12 work weeks (60 work days) in one year (12 months) period as set forth in state law, EC 44977.5 for the following reasons: bonding within the first year as a result of the birth, adoption or fostering of a child.

11.6b Definitions

Employees: mother, father, adoptive parent, foster parent

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, whenever possible. Verification of the birth, adoption or foster shall be provided to the district.

The leave may be used on an intermittent basis with duration of no less than two week increments. However, the District must grant a request for a leave of less than two weeks' duration on any two occasions. All parental leave must conclude one year or 12 months from the birth, adoption or fostering of a child.

Parental leave runs concurrently with CFRA baby bonding leave and any other sick leave taken during a period of parental leave.

11.6d Concurrent Use of Paid Leave

When an employee is on a parental leave due to the birth, adoption or fostering of a child, he/she shall be paid full salary for the period of time equal to the balance of his/her accumulated sick leave. Once sick leave is exhausted, the employee will receive differential pay, meaning he/she is paid the difference between his/her rate of pay and the cost of a substitute (whether or not a substitute is actually employed).

11.6e Benefits Continuation

The District shall maintain the qualified 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 parental leave in accordance with STRS

regulations.

11.6f Both Parents Taking Parental Leave

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

11.7 Family Care Leave

11.7a 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, domestic partner, 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.

11.7b 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, wife, or domestic partner 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.

11.7c 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.

11.7d 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.

11.7e 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, domestic partner, 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.

11.8 Military Leave

11.8a 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. In accordance with education code and military code 395(c), military personnel shall receive their full salary and benefits upon completion of their active duty and shall be reinstated to their position within six months. Reinstatement rights as stated in 11.15 do not apply; within six

months a teacher will be returned to his/her position.

11.9 Bereavement Leave

11.9a 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.

11.9b "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, domestic partner, son-in-law, daughter-in-law, brother, or sister of the employee, or any relative living permanently in the immediate household of the employee.

11.10 Jury Duty/Witness Leave

11.10a 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.

11.10b 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.

11.10c Employees 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.

11.11 Health and Hardship Leave

11.11a 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.

11.12 Long Term Leave

11.12a 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.

11.12b During any school year in which the Board of Education does not grant sabbatical leaves in accordance with Section 11.14, 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 11.12b 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.

11.13 Industrial Accident and Illness Leave

11.13a 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.

11.13b 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.

11.13c 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.

11.13d 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.

11.14 Sabbatical Leave

11.14a 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.

11.14b The Superintendent may recommend approval of sabbatical leave requests to the Board of Education, and the Board of Education may grant such leave.

11.14c 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.

11.14d 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.

11.15 Catastrophic Leave

11.15a Definitions

A "catastrophic illness or injury" shall be defined as an injury or illness that is expected to incapacitate the employee for an extended period of time, causing the employee to miss ten or more days from work, which would create a financial hardship for the individual because they have exhausted all of their accumulated sick leave.

11.15b The following shall not be eligible for use of Catastrophic Leave:

- Conditions or illness resulting from the commission of a crime
- Elective cosmetic surgery
- Any mental stress related illness, unless the employee is hospitalized
- Illnesses/injury covered under the Workers' Compensation Program

11.15c A "day of catastrophic leave" shall be defined as the amount of dollars

necessary to augment the Bargaining Unit Member's differential pay in order that the Bargaining Unit Member shall receive one hundred percent (100%) of their per diem base salary while using Catastrophic Leave. No Bargaining Unit Member shall receive more than 100% of their base salary, including contributions from other sources, while using Catastrophic Leave.

11.15d A Catastrophic Leave Committee (CLC), comprised of two (2) GGEA members appointed by the GGEA President and two (2) District representatives shall administrate the Catastrophic Leave Bank (CLB). Decisions to approve the use of Catastrophic Leave shall be made only by majority vote of the CLC (i.e. three members constitutes a majority of the four-person committee). A 2-2 vote of the CLC shall result in the denial of the request for a CLB withdrawal.

11.15e Decisions of the Catastrophic Leave Committee shall be final and are not subject to the grievance procedure contained in Article 5 of this agreement.

11.15f Participation shall be voluntary but shall require a contribution of one (1) irrevocable day of accumulated sick leave to the CLB; only contributors shall be permitted to request a withdrawal from the CLB.

11.15g All bargaining Unit Members shall be eligible to contribute to the CLB by September 30th provided that the Bargaining Unit Member shall have a minimum of five (5) days of earned sick leave remaining after contributing a sick leave day to the CLB.

11.15h Bargaining Unit Members hired after the first day of the student instructional year shall be eligible to contribute to the CLB during the first (30) calendar days of employment, provided that the Bargaining Unit Member shall have a minimum of five (5) days of earned sick leave remaining after contributing a sick leave day to the CLB.

11.15i GGUSD shall make Catastrophic Leave Enrollment forms available to all Bargaining Unit Members. Members will only need to complete the enrollment form once in their GGUSD career.

If a member enrolls in the CLB and, in a following year, does not have the minimum number of days available at the time of donation, their participation in the CLB will be automatically terminated. They may select to re-enroll in the following year, or any year after, by submitting a new enrollment form during the open enrollment period.

11.15j Contribution forms shall be received by the Office of Personnel Services no later than the September 30th or no later than the thirtieth (30th) calendar day of the Bargaining Unit Member's employment, if hired after the first student instructional day of the work year.

11.15k Days shall be contributed to and withdrawn from the CLB without regard to the daily rate of pay of the CLB participant.

11.15l Days contributed to the CLB shall be a general contribution, not made for a specific member.

11.15m Days in the CLB shall accumulate from year to year.

11.15n Each day donated to the CLB shall equate to one (1) day of catastrophic leave.

11.15o Upon initial contribution to the CLB, no further contribution that year shall be required from participants unless the number of days in the CLB drops below sixty (60).

11.15p In the event that the number of days in the CLB drops below sixty (60), the Committee shall send out notification to all Bargaining Unit Members that they must contribute an additional irrevocable day to remain a participant in the CLB.

11.15q In the event that 11.15p occurs, there will be an opportunity for initial contributions to be made by interested Bargaining Unit Members.

11.15r Catastrophic Leave participants shall use all of their sick leave, before being eligible to withdraw from the CLB.

11.15s Bargaining Unit Members who have disability and/or income protection insurance shall apply for that benefit(s) before applying to use the CLB.

11.15t Bargaining Unit Members shall not be eligible to use Catastrophic Leave unless the total benefit(s) plus differential pay results in less than 100% of the Bargaining Unit Member's per diem base salary.

11.15u Utilization of Catastrophic Leave, when combined with differential pay and disability or income protection benefits, shall not result in income greater than the Bargaining Unit Member's per diem base salary.

11.15v If the participant is incapacitated to the point of being incapable of completing an application, applications may be submitted to the Catastrophic Leave Committee by the participant's agent or member of the Bargaining Unit Member's Family.

11.15w Withdrawals from the CLB shall be granted in units of no more than twenty (20) Bargaining Unit Member work days. Bargaining Unit Members may submit a request for two extensions of up to twenty (20) additional days each. Withdrawal from the CLB shall be limited to a maximum of sixty (60) days within a school year per eligible Bargaining Unit Member.

11.15x Bargaining Unit Members may use approved days from the CLB intermittently in order to receive and recover from therapies and/or treatments directly related to the illness or injury for which the withdrawal from the CLB is originally approved.

11.15y Any days approved that are unused by the Bargaining Unit Member shall be returned to the CLB at the end of the school year.

11.15z If more than one (1) applicant requests use of Catastrophic Leave at the same time and the number of days in the CLB is not adequate to fulfill the total number of days requested, the number of days shall be divided equally among the applicants until such time as there are enough days to fulfill the requests.

11.15aa The use of Catastrophic Leave shall run concurrently with the Health and Hardship leave identified in Article 11 of the Agreement between the Association and the District.

11.15bb Bargaining Unit members wishing to use this CLB shall submit a "Catastrophic Leave – Request for Withdrawal Form" to the Office of Personnel Services. Bargaining Unit Members applying to utilize days of Catastrophic Leave shall be required to submit verification of catastrophic illness in the form of a written medical statement from the attending physician indicating the nature of the illness/injury and the probable length of absence from work.

11.15cc The Catastrophic Leave Committee may require a medical review by a physician of the Committee's choice. The Committee shall choose only a physician who participates in the Bargaining Unit Member's medical plan. The District shall reimburse any co-pay and mileage incurred by the Bargaining Unit Member for the review.

11.15dd Refusal to submit to the medical review will terminate the Bargaining Unit Member's continued withdrawal from the CLB.

11.15ee The Bargaining Unit Member shall waive any and all claims against the Board of Education, District, and its officers and employees, arising from the administration of Catastrophic Leave.

11.15ff Members of the Catastrophic Leave Committee shall not divulge personal information about any participant including but not limited to the nature of the illness.

11.15gg Any fraudulent use of the CLB shall result in a demand for reimbursement of the cost of the days granted, garnishment of wages if not repaid within 30 days of demand for reimbursement, and will terminate the Bargaining Unit Member's participation in the CLB program.

11.15hh In the event that the parties negotiate the termination of Catastrophic Leave, the days remaining in the CLB shall be returned to the then current members of the CLB in the amount calculated by dividing the number of remaining days. Partial days may be applied to retirement but not sick leave days.

11.16 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.

12.1b Effective 2021-2022, upon employment, verified nursing experience will be considered for years worked while holding a Bachelor's degree and RN license. Nursing experience consisting of one full semester in a school year or one-half of a calendar year of clinical experience will count as a full year, but limited to one year. All years of prior experience may be granted, including accredited private, parochial school, and/or experience working in a clinic or hospital setting.

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 25 in Group V are designated as anniversary increments. Anniversary steps are for continuing competent service and professional growth.

12.2l Educational Specialists shall receive an annual honorarium of $650.00 beginning in the 2019-2020 school year.

12.2m Teachers who act as administrative designee shall receive hourly pay for covering IEP's outside of the contractual day.

12.2n K-12 teachers who attend overnight trips for the purpose of student supervision, shall receive recognition compensation in the amount of $75.00 per night, not to exceed $375.00.
This includes, but is not limited to, teachers who supervise Outdoor Science School, AVID college trips, Washington D.C. trips, and ASB Camp. Teachers who receive a stipend that includes overnight trips will not be eligible for the additional recognition compensation, with the exception of ASB directors who supervise ASB camp.

12.3 Special Assignment, Extra Compensation for

Online Teachers - Semester stipend of $2533.68
Credit Recovery - Hourly rate of 1/1000 of Group I, Step 1
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 $5000
Joint Panel - Annual stipend of $1500
Teacher on Special Assignment/District Office – Annual rate of 8% of Group I, Step 1*

Nurse on Special Assignment – Annual rate of 8% of Group I, Step 1*
Induction Provider - Annual rate of 4% of Group I, Step 1* ($1,000 for induction support providers who work with a second induction teacher)
TK-12 Technology Coordinator - Annual rate of 4% of Group I, Step 1*

12.3a 7-8 Assignments

AVID Coordinator	Annual rate of 5% of Group I, Step 1*
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*
Three Academic Coaches	Annual rate of 4% of Group I, Step 1*

12.3b 9-12 Assignments

AVID Coordinator	Annual rate of 7% of Group I, Step 1*
Director of Student Activities	Annual rate of 12% of Group I, Step 1*
Asst. Director of Student Activities	Annual rate of 5% of Group I, Step 1*
Dance Teacher	Annual rate of 10% of Group I, Step 1*
Drama	Annual rate of 10% of Group I, Step 1*
Vocal Music	Annual rate of 10% of Group I, Step 1*
Instrumental Music	Annual rate of 12% 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*
Librarian Department Chair	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*
Four Academic Coaches	Annual rate of 4% of Group I, Step 1*

12.3c 7-12 Department Chairperson

1-5 sections in department	2.5% per year, Group I, Step 1*
6-30 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) x (R) x (Y) = 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 plus 3 weeks.

(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.

E - Athletic directors use .00324 for (R), and use 39 for (L).

F - Athletic directors responsible for more than 10 District-approved sports use .00333 for (R) and 39 for (L).

12.3f 7-8 Athletics

Formula: (L) x (R) x (Y) = 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 Professional Development Compensation

1. Effective the 2012-2013 school year each employee shall have the opportunity to attend and be compensated for professional development activities beyond the school day/year at the hourly rate of 1/1000 of Group I, Step 1. Professional 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 4.

3. The District agrees to pay the teacher presenters an extra hour of presenter pay for 30 minutes before training to set up, and 30 minutes after to clean up. This does not include TOSA presentations currently covered by the TOSA stipend.

4. The compensation rates in 12.3g (1) and 12.3g (2) will be applied to District approved site level professional development outside of twelve (12) hours stated in Section 4.3.

5. Members shall be paid hourly for attending district approved conferences and professional development that is mandatory for a program but outside the school day (even if it is not district sponsored).

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 TK-6 Assignments Annual rate of 4% of Group 1, Step 1*
TK-6 Special Education Coordinator
Annual rate of 4% of Group I, Step 1*
TK-6 Grade Level Chair
Annual rate of 4% of Group I, Step 1*
Department Chair-Elementary Music Teacher
Annual rate of 4% of Group I, 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
Schools with less than 400 students shall receive one academic coach. Schools with greater than 401 students shall receive two academic coaches.
* Indicates that the stipend shall be paid in two equal portions on January 2 and May 31
**Indicates that the stipend shall be paid at the completion of the season
Unless otherwise specified, stipends are paid at the end of the

assignment.

12.3j 9-12 teachers will receive 1/5 substitute pay when covering another class during their preparation period, but only when a substitute is not available, effective second semester of 2015/2016

12.3k When a nurse is assigned additional duties by the Director of Student Services to cover for a nurse on leave, the Director can approve up to three (3) hours per week of extra duty pay.

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 the 2012-2013 school year, Adult Education Teachers shall be compensated on the salary schedule as reflected in Schedule B.

12.5 State Pre-School Teacher

a. Effective the 2012-2013 school year, Pre-School Teachers shall be compensated on an annual preschool salary schedule as reflected in Schedule B.

b. Effective the 2020-2021 school year, each state Preschool employee shall have the opportunity to attend and be compensated for professional development activities beyond the school day/year at the hourly rate of 1/1000 of the current Step 1 Group 2. Professional development activities attended during the week prior to the school year shall be paid at the hourly rate of the subsequent school year.

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 TK-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 increase the 2020-2021 salary schedules 4.25% for the 2021-2022 school year, including Pre-School and Adult Education teachers teaching twenty-five (25) hours or more. (Retroactive to July 1, 2021).

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 Job shares shall not be dissolved if the dissolution would result in any currently employed teacher losing a teaching position.

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, including spouses and domestic partners 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.

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 Deductible	$300-One person $600-Two people $900-Three or more people
2.	Plan Co-Pays	
	a. Doctor Visits	$25 per visit
	b. Drugs	
	- Tier I Most generic and selected over-the-counter	$5
	- Tier II Brand name without generic equivalent and selected generic	$10
	- Tier III Selected medications within each therapeutic class	$35
	c. Emergency Room Copay	$100
3.	Plan Co-Insurance	
	a. Preferred Provider (PPO)	80%/20%
	b. Non-PPO Provider	70%/30%
4.	Out-of-Pocket Max	$2,500 in-network to $3,500 out-of-network range
5.	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)	
	f. Hospice Care	60 day maximum

B. Exclusive Provider Organization (EPO Only)

1a.	EPO/HMO Plan Deductible	$300-One person $600-Two people $900-Three or more people
1b.	EPO Plan	In network plan pays 100% Out of network plan pays 0%

1c. Out-of-Pocket Max: $2500 for an individual / $7500 for a family In network (there is not an out-of-pocket maximum for out of network providers/services).

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

2. Hospital Care-Medical/Surgical 100%
3. Outpatient Care-Medical/ Surgical 100%

4. Plan Co-Pays
   a. Doctor Visits $25 per visit
   b. Emergency RoomTreatment $100 per visit
   c. Drugs
      - Tier I Most generic and selected over-the-counter $5 (EPO)
      - Tier II Brand name without generic equivalent and selected generic $10 (EPO)
      - Tier III Selected medications within each therapeutic class $35 (EPO)

   HMO – as per plan contract

C. Effective with the 2019 Plan Year, the District will provide Live Health On-Line
   a. The Live Health Co-Pay shall be $15

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 or domestic partner 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 Mail Order Prescriptions:
One co pay is required for each month's prescription drugs.

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, including spouses and domestic partners 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:	$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 (gold excluded)	-0-
	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, including spouses and domestic partners 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	$25
	2. Cosmetic Contacts	$50
C.	Special Provisions	

1. Cosmetic Contacts
2. Tints
3. Non-Panel Doctor Reimbursement
4. Copay of one half of the cost of glasses or contacts if obtaining both in the same 12 months.

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 2010 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 tenthly payroll deduction contribution based upon the following schedule:

Employee - $50
Employee plus children - $75
Employee plus spouse or domestic partner - $100
Employee plus family - $150

13.5c Effective September 1, 2010, 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 - $450
Employee and spouse - $900

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, or until exhaustion of all paid leaves, whichever is longer.

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 the end of the contractual school year, will have continuous coverage through the day before the start of the teacher contract the following year. Should an employee give notice to terminate, coverage would end on the first day of the month following such notice.

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, a skin test, or questionnaire. 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 or domestic partner, the first of the month following date of marriage or domestic partnership.
3) Newborns coverage from date of birth.
4) An employee, spouse, or domestic partner, or child with coverage outside of the District whose coverage was terminated as a result of the spouse's/domestic partner'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, domestic partnership, 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 and the District agree that the District will provide the Association with access to employee orientation sessions and shall jointly enact all aspects of AB 119, including new employee orientation covering aspects of the onboarding process such as: employment benefits, rights, duties and responsibilities.

In order to achieve access to employee orientation sessions, the Association and the District agree to the following:

14.1a The District shall provide the Association with a new employee's name, job title, home and personal cell phone numbers, personal email addresses on file, and home address, as hired. The work location and work phone number shall be reported to the Association, when available.

14.1b The annual orientation meeting shall be held at a mutually determined location, date, and time prior to the start of the school year. The Association shall be provided no less than 60 minutes of uninterrupted time to communicate with the bargaining unit members at all orientations/onboarding meetings without district personnel present. The Association is entitled to invite vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings.

14.1c For new employees hired after the annual orientation meeting, the District will notify the Association of new hires one time per month at the start of the next pay period. Subsequent monthly orientations for new hires shall be held monthly at the GGEA office. The dates and times of these monthly meetings shall be mutually determined by the Association and the District.

14.1d In addition, the District shall provide the Association with each bargaining unit member's name, home address, phone numbers – work, home, cellular, personal email address, work site, date of hire, full time equivalent (FTE) status, and employment status (i.e., Probationary, Permanent, Temporary, etc.). This member information will be provided to the Association in Excel spreadsheet format three times per year: the first duty day in October, February and June.

14.2 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:

14.2a. Materials to be posted on designated faculty lounge bulletin boards shall be dated.

14.2b. Materials sent through District mail shall originate in the Association Office only and shall be so identified.

14.2c. Information distributed through the District mail or posted on designated bulletin boards shall be reasonable.

14.2d. Copies of District-mailed material will be routed to District Office of Informational Services before mailing.

14.3 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.

14.4 The Association shall be provided with any public information required, including, but not limited to, class size, statistical reports, and budgetary information.

14.5 Association meetings called at school sites are open only to members of the Association and/or bargaining unit, and guests invited by the Association.

14.6 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.

14.10 A booklet of current Side Letters of Agreement will be printed for the membership of GGEA as needed.

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.

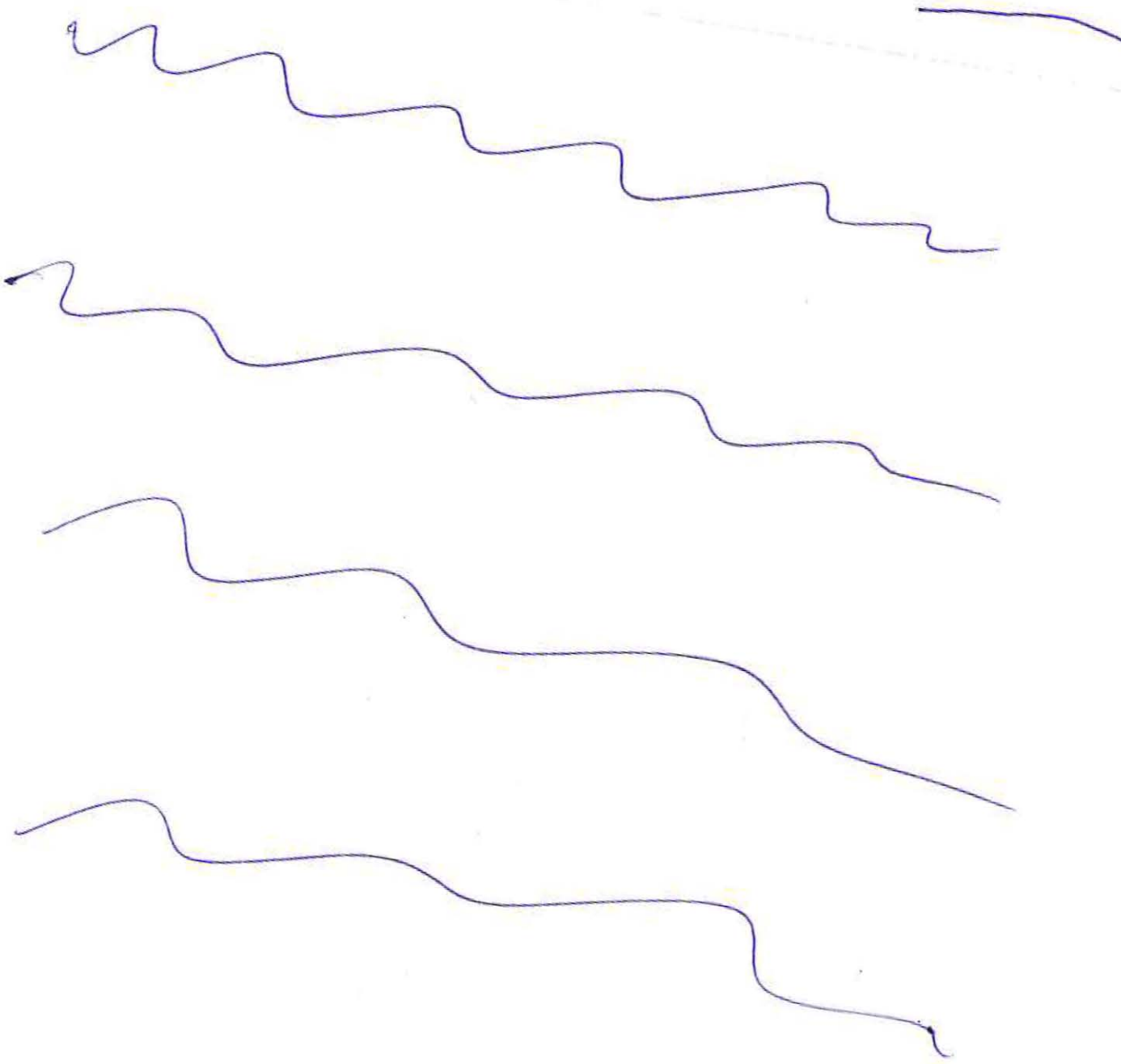
ARTICLE 16 - COMPLETION

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. (For the 2018-2019 school year paragraph 16.1c shall not be applicable.)

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.

Bob Hardin
For the District

3/15/22
Date

Kelly Nolan
For the Association

3/15/22
Date

GARDEN GROVE UNIFIED SCHOOL DISTRICT

Teachers' Annual Salary Schedule
2021-2022

STEPS	GROUP I B.A	GROUP II B.A + 15	GROUP III B.A. + 30	GROUP IV B.A. + 45	GROUP V B.A.+ 60
1	63631*	63631*	63927	67479	71030
2	63631*	63927	67479	71030	74582
3	63927	67479	71030	74582	78133
4	67479	71030	74582	78133	81685
5	71030	74582	78133	81685	85236
6	74582	78133	81685	85236	88788
7	78133	81685	85236	88788	92339
8		85236	88788	92339	95891
9			92339	95891	99442
10			95891	99442	102994
11				102994	106545
12				106545	110097
13					113648
16	Anniversary Increment (Group IV and V only)			110097	117200
20	Anniversary Increment (Group V only)				120751
25	Anniversary Increment (Group V only)				124303

*For rates referred to in Article 12 of the Agreement, Group I, Step 1, shall be $56,824 and Group I, Step 2, shall be $60,376.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Adult Education and Preschool Salary Schedule
2021-2022

ADULT EDUCATION TEACHERS
Full-Time and Part-Time

STEPS	HOURLY RATE
1	$56.52
2	60.07

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Preschool Annual Salary Schedule
2021-2022

STEPS	GROUP I 30-59 units	GROUP II 60-99 units	GROUP III 100 + units	GROUP IV B.A.	GROUP V B.A. + 30 units
1	$38046	$40519	$43153	$45958	$48945
2	40519	43153	45958	48945	52126
3	43153	45958	48945	52126	55515
4		48945	52126	55515	59123
5			55515	59123	62966
6				62966	67059
7					71418

*For rates referred to Article 12 of the agreement Group 2, Step 1 shall be $40,519.

Garden Grove Unified School District

Evaluation Procedure

School Year : 20 / 20

Employee : **Location :** **Position :**

Teaching Assignment:

Status : **Temporary** ☐ **Probationary** ☐ **Permanent (3-10)** ☐ **Permanent (11+)** ☐

Evaluator : **Title :**

You are being evaluated this year pursuant to the contract or principal discretion. The areas for evaluation, as prescribed by Education Code sections 44660-44664, are:

1. Progress of pupils towards 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
5. Job responsibilities

The Evaluation Procedures are outlined in Article 7 "Evaluation" of the GGEA/GGUSD contract. As per the contract, temporary and probationary employees have at least two unscheduled observations and one scheduled observation.

I am a temporary/probationary employee who will have at least two unscheduled observations and one scheduled observation.

Permanent employees choose between a minimum of two unscheduled observations or a minimum of one scheduled observation. Please indicate your choice below:

I am a permanent employee and will have two unscheduled observations.

I am a permanent employee and will have one scheduled observation.

Important dates to remember:

- by October 1- Evaluation Process Form must be submitted.
- by December 10- First observation must be completed.
- by March 15- Employee may be given a Recommended Improvements Form.
- by May 1- Evaluation conference must be held.
- by May 15- Employee shall be given a written summary of the conference.

Employee's Signature **Date**

Evaluator's Signature **Date**

Signatures above indicate that both parties understand the evaluation process and the types of observations that will be used.

Original - Employee Personnel File
Copy One - Employee
Copy Two - Evaluator

(Rev. 9/12)

Garden Grove Unified School District

Observation Report

Name: **Date of Visitation:** **Scheduled:** ☐ **Unscheduled:** ☐

School:

Status: **Temporary** ☐ **Probationary** ☐ **Permanent (3-10)** ☐ **Permanent (11+)** ☐

Time: **From** **To** **Subject:** **Grade:**

Factor Ratings

		Satisfactory	Needs Improvement	Not Observed
	INSTRUCTION			
1.	Management of Instructional Time	☐	☐	☐
2.	Instructional Strategies	☐	☐	☐
3.	Instructional Presentation	☐	☐	☐
4.	Appropriate Curriculum	☐	☐	☐
	CLASSROOM MANAGEMENT			
5.	Management of Student Behavior	☐	☐	☐
6.	Management of Classroom Environment	☐	☐	☐
	STUDENT PROGRESS			
7.	Instructional Monitoring	☐	☐	☐
8.	Instructional Feedback	☐	☐	☐
	OTHER			
9.		☐	☐	☐
10.		☐	☐	☐

Observations/Comments

Strengths

Recommendations (if applicable)

_____ _____

Evaluator's Signature **Date**

_____ _____

Employee's Signature **Date**

My signature does not necessarily indicate agreement. A separate Statement of Employee Response may be attached to this report. If another page is attached, previous pages should be initialed by both parties.

Original - Employee Personnel File
Copy One - Employee
Copy Two - Evaluator
(Rev. 3/09)

Garden Grove Unified School District

Recommended Improvements

School Year : 20 / 20 **Conference Date :**

Employee : **Location :** **Position :**

Teaching Assignment :

Status : Temporary ☐ **Probationary** ☐ **Permanent (3-10)** ☐ **Permanent (11+)** ☐

Evaluator : **Title :**

A written description of the evaluator's recommendations for employee corrective action is required in the areas enumerated on observation forms in which employee performance is less than satisfactory as indicated by written records. Observation and conference dates must appear below for at least two observations.

Observation Dates:

Conference Dates:

AREA(S) NEEDING IMPROVEMENT:

PLAN FOR CORRECTIONS, TIMELINE AND FOLLOW UP:

Evaluator's Signature **Date**

Employee's Signature **Date**

I have received a copy of the evaluator's recommendations. My signature does not necessarily indicate agreement. A separate statement of Employee Response may be attached to this report and may include a request for a conference with the Office of Personnel Services.

Original - Employee Personnel File
Copy One - Employee
Copy Two - Evaluator

(Rev. 3/09)

Garden Grove Unified School District

Evaluation Summary

School Year: 20 / 20 **Conference Date:**

Employee: **Location:** **Position:**

Teaching Assignment:

Status: ☐ **Temporary** ☐ **Probationary** ☐ **Permanent (3-10)** ☐ **Permanent (11+)**

Evaluator: **Title:**

A written evaluation summary, including dates of observation(s), is required in accordance with Sections 7.6b

☐ **Satisfactory Evaluation**

☐ **Unsatisfactory Evaluation/Referred to Peer Assistance and Review Program.**

Observation Dates:

☐ **Needed improvements noted on the Recommended Improvements form have not been accomplished.**

Evaluator's Signature Date

Employee's Signature Date

My signature does not necessarily indicate agreement. A separate statement of Employee Response may be attached to this report, and it may include a request for a conference with the Office of Personnel Services.

Original – Employee Personnel File
Copy One – Employee
Copy Two – Evaluator

(Rev. 3/09)

Garden Grove Unified School District

Employee Response

(Optional)

School Year : 20 / 20

Employee : **Location :** **Position :**

Teaching Assignment :

Status : **Temporary** ☐ **Probationary** ☐ **Permanent (3-10)** ☐ **Permanent (11+)** ☐

Evaluator : **Title :**

This separate Statement of Employee Response is to be attached to .

Employee's Signature **Date**

Evaluator's Signature **Date**

The evaluator's signature indicates only that the Employee Response has been received and attached to the appropriate form.

Original - Employee Personnel File
Copy One - Employee
Copy Two - Evaluator

(Rev. 3/09)

APPENDIX G

GARDEN GROVE UNIFIED SCHOOL DISTRICT

GRIEVANCE REPORT

GRIEVANCE NO._____

LEVEL 1

A. 1. Name of Grievant_____
Date Filed_____ Date Disposition Due_____
Work Site of Grievant_____
2. Date the Grievance Occurred_____
B. 1. Descriptive statement of the grievance (including provisions of agreement being grieved)_____

2. Relief Sought_____
Signature of Grievant_____ Date_____
C. Disposition by Immediate Supervisor_____

Signature of Immediate Supervisor_____ Date_____
D. Position of Grievant/Association_____

Signature of Grievant_____ Date_____

LEVEL 2

A. Date Received by Asst. Superintendent, Personnel_____
B. Date Disposition Due_____
Signature_____ Date_____
C. Position of Grievant/Association_____
Signature of Grievant_____ Date_____

LEVEL 3

A. Date received by Superintendent_____ Date Disposition Due_____
B. Disposition by Superintendent_____
Signature_____ Date_____
C. Position of Grievant/Association_____
Signature of Grievant_____ Date_____

LEVEL 4 - ARBITRATION

A. Date Submitted to Arbitration_____
B. Recommendation by Arbitrator_____
Signature of Arbitrator_____ Date_____

(Add more sheets if additional space is necessary)

Distribution: (1) Grievant, (2) Supervisor, (3) GGEA, (4) OPS

9701.97
Revised: 2/79
griev.rpt

APPENDIX H

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services

CALENDAR FOR K-12 and Preschool
2022-2023
for Certificated Personnel

OPENING DATES

For Teachers	Thursday, August 11, 2022
For Students	Monday, August 15, 2022

HOLIDAYS/NON-STUDENT DAYS

Labor Day	Monday, September 5, 2022
Non-student day for elementary and intermediate	Friday, November 4, 2022
Staff Development day for high schools	Friday, November 4, 2022
Veterans Day	Friday, November 11, 2022
Local Holiday	Wednesday, November 23, 2022
Thanksgiving Recess	Monday, Tuesday, Thursday, Friday - November 21, 22, 24 and 25, 2022
Winter Recess	Monday, December 19, 2022 - Monday, January 2, 2023
Non-student day for elementary, intermediate and high schools	Friday, January 13, 2023
Dr. Martin Luther King, Jr. Day	Monday, January 16, 2023
Lincoln Day	Monday, February 13, 2023
Presidents' Day	Monday, February 20, 2023
Spring Recess	Monday, March 27, 2023 - Friday, March 31, 2023
Memorial Day	Monday, May 29, 2023

LAST DAY OF FIRST TRIMESTER	Friday, November 4, 2022
LAST DAY OF FIRST SEMESTER	Thursday, January 12, 2023
LAST DAY OF SECOND TRIMESTER	Friday, March 3, 2023
LAST DAY OF CLASSES	Thursday, June 1, 2023

CLOSING DATE (Teachers on Duty) ..... Friday, June 2, 2023

Total Duty Days for Teachers 185
Total Days Taught 180

Counselors (191) August 3, 2022 – June 2, 2023
Psychologists/Speech Pathologists (191) August 3, 2022 – June 2, 2023
Specialist/Non-Administrative (200) July 28, 2022 – June 9, 2023
Administrators (206) Jul 20, 2022 – June 9, 2023

Report dates are indicated above for each group unless previous arrangements have been made.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services

CALENDAR FOR K-12 and Preschool
2023-2024
for Certificated Personnel

OPENING DATES

For Teachers	Thursday, August 10, 2023
For Students	Monday, August 14, 2023

HOLIDAYS/NON-STUDENT DAYS

Labor Day	Monday, September 4, 2023
Non-student day for elementary and intermediate	Friday, November 3, 2023
Staff Development day for high schools	Friday, November 3, 2023
Veterans Day	Friday, November 10, 2023
Local Holiday	Wednesday, November 22, 2023
Thanksgiving Recess	Monday, Tuesday, Thursday, Friday - November 20, 21, 23 and 24, 2023
Winter Recess	Monday, December 25, 2023 - Friday, January 5, 2024
Non-student day for elementary, intermediate and high schools	Monday, January 8, 2024
Dr. Martin Luther King, Jr. Day	Monday, January 15, 2024
Lincoln Day	Monday, February 12, 2024
Presidents' Day	Monday, February 19, 2024
Spring Recess	Monday, March 18, 2024 - Friday, March 22, 2024
Memorial Day	Monday, May 27, 2024

LAST DAY OF FIRST TRIMESTER	Friday, November 3, 2023
LAST DAY OF FIRST SEMESTER	Friday, December 22, 2023
LAST DAY OF SECOND TRIMESTER	Friday, March 1, 2024
LAST DAY OF CLASSES	Wednesday, May 29, 2024

CLOSING DATE (Teachers on Duty) ..... Thursday, May 30, 2024

Total Duty Days for Teachers	185
Total Days Taught	180

Counselors/Social Workers (191) August 2, 2023 – May 30, 2024
Psychologists/Speech Pathologists (191) August 2, 2023 – May 30, 2024
Specialist/Non-Administrative (200) July 28, 2023 – June 7, 2024
Administrators (206) Jul 20, 2023 – June 7, 2024

Report dates are indicated above for each group unless previous arrangements have been made.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services

CALENDAR FOR ADULT EDUCATION
2022-2023
for Certificated Personnel

OPENING DATES

For Teachers and Students ..... Monday, August 22, 2022

LAST DAY OF FIRST SEMESTER (non-student day)..... Friday, January 13, 2023
FIRST DAY OF SECOND SEMESTER..... Tuesday, January 17, 2023
LAST DAY OF CLASSES..... Thursday, May 25, 2023
ADULT EDUCATION GRADUATION..... Thursday, May 25, 2023

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services

CALENDAR FOR ADULT EDUCATION
2023-2024
for Certificated Personnel

OPENING DATES

For Teachers and Students ..... Monday, August 21, 2023

LAST DAY OF FIRST SEMESTER (non-student day)..... Friday, January 12, 2024
FIRST DAY OF SECOND SEMESTER..... Tuesday, January 16, 2024
LAST DAY OF CLASSES..... Thursday, May 23, 2024
ADULT EDUCATION GRADUATION..... Thursday, May 23, 2024

MEMORANDUM OF UNDERSTANDING

BETWEEN

GARDEN GROVE UNIFIED SCHOOL DISTRICT

AND

GARDEN GROVE EDUCATION ASSOCIATION/CTA/NEA

Memorandum of Understanding
Between
Garden Grove Unified School District
And
Garden Grove Education Association

Class Size for TK, K-3, 4-6, and 7-12

Garden Grove Education Association (GGEA) and Garden Grove Unified School District (District) in recognition of the impacts of the COVID 19 pandemic, the learning loss suffered by our students and funds available to the District agree to the following class size changes for the 2022/2023 school year:

- TK classes will be staffed at no more than 24:1 and will follow the state requirements to maintain a student to adult ratio of 12:1. This ratio will be kept separate from the K-3 ratio calculation.

- Grades K-3 shall be staffed at a schoolwide average of 24:1. If the K-3 schoolwide average reaches or exceeds 25:1, the school will receive an additional teacher(s) to reduce the average below 25. At no time shall the number of students in the general education K-3 classroom go above 32 students, including special education students not appearing on the teacher's attendance roster.

- Grades 4-6 shall be staffed at a Districtwide ratio 28:1, not to exceed a school wide average of 30:1 at any school. At no time shall the number of students in the general education classroom go above 36 students, including special education students not appearing on the teacher's attendance roster.

- Grades 7-12 shall be staffed at a district ratio of 29.5:1.

In respect to combination classes:

- the district will work with each site administrator to develop their own class configurations using current enrollment numbers and TK-K projections to staff appropriately and minimize combination classes.
- the district will allocate a minimum of 20 teachers to classrooms above and beyond contractual ratios to minimize combination classes across TK-6.
- each K-6 combination class will receive a 3.5 hour Instructional Aide to support students.

This MOU shall remain in effect for the 2022/2023 school year. Class size shall be re-negotiated for the 2023/2024 year.

Every attempt will be made to negotiate class size on an annual basis by January of the previous school year.

2/3/2022
For GGUSD Date

Kelly Nolan 2/3/2022
For GGEA Date

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

PAY for ACADEMIC ACHIEVMENT SUPPORTS

In order to mitigate learning loss due to the COVID-19 pandemic and provide additional academic and/or personal skills support, the association and district agree to the following:

Unit members who provide district Goal 1 (Academic Skills) and/or Goal 2 (Personal Skills) support to students as a part of a school-sponsored and district-approved Extended Learning Opportunities program outside the contractual day will receive an hourly wage of 1.25/1000 of group 1, step 1.*

This MOU shall remain in effect August 16, 2021 through June 1, 2022.

*Currently, this is calculated at $68.13 per hour until negotiated differently for the 2021-22 school year.

Kelly Nolan
For GGEA

5/26/2021
Date

For the District

5/26/21
Date

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

RELEASE DAYS

Garden Grove Education Association, GGEA, and Garden Grove Unified School District, the District, recognize that there is a substitute shortage. In an effort to alleviate this shortage, GGEA and the District have agreed to allow TK-8 Teachers, TK-6 Education Specialists, Mark Twain SDC Teachers, and High School Education Specialists to receive payment in the amount of $200 in lieu of contractual release days or IEP Prep Days.

Once teachers have submitted their selection to the Office of Personnel Services, choosing either Release Days/IEP Preps or a combination thereof, it cannot be changed.

This MOU shall remain in effect from August 12, 2021 through Wednesday, June 1, 2022.

Kelly Nolan
For GGEA
5/26/2021
Date

For the District
5/26/21
Date

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

CLASSROOM SUPPLIES/EQUIPMENT

In order to provide support for District Goals 1 and 2 and mitigate learning loss due to the COVID-19 pandemic, the Garden Grove Educational Association, GGEA and Garden Grove Unified School District agree to the following for the 2021- 2022 school year:

Each classroom teacher will have the choice of spending up to $500 on classroom supplies or equipment [1]that directly benefit students' learning and well-being or an air purifier[2] to be placed in their classroom. Use of these funds will be discussed and drafted by consensus at the grade level (PreK-6) or department (7-12) decision and must be approved by the principal. Each school site will submit a plan to the district office, and, upon approval, the equipment and supplies must be ordered through the legally-required purchasing process.

Librarians are to be included as long as they are directly instructing students; however, this MOU does not include Nurses and TOSAs.

[1] Unallowable expenses include professional development, conferences, unapproved curricular materials, and ongoing cost or supplies for teachers' personal use etc.
[2] Air purifier specifications: 1,000 Square Feet Filter to .03 Microns Auto shutoff feature. Alen Breathe Smart Classic True HEPA Air Purifier – or equal

Kelly Nielsen
For GGEA

5/28/2021
Date

For the District

5/28/21
Date

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

Differential Pay

Garden Grove Education Association, GGEA, and Garden Grove Unified School District, the District, recognize that increasing the substitute teacher rate for the 21-22 school year may cause additional hardship on members who are receiving differential pay. In an effort to alleviate this hardship GGEA and the District have agreed to the following:

For the 21-22 school year, 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 a $150 daily amount or $175 long term amount paid for a substitute employee, whether or not a substitute is employed. This rate is to be used for the remainder of this school year only, for no more than 100 days, commencing with the exhaustion of their accumulated sick leave.

This MOU shall be effective starting October 11, 2021 and continue through Thursday, June 2, 2022.

Kelly Nolan
For GGEA

11/18/2021
Date

For the District

11/18/2021
Date

11-18-21

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

Compensation In Lieu of Release and IEP Prep Days

Garden Grove Education Association, GGEA, and Garden Grove Unified School District, the District, recognize that there is a county, state and nationwide substitute shortage, resulting in an inability to cover all GGUSD contractual release days as scheduled. In an effort to alleviate this shortage and ensure substitute coverage for teachers' illness, PN and FI, GGEA and the District have agreed that all Preschool-8 Teachers and TK-6 Education Specialists will receive payment in the amount of $350 in lieu of their contractual release day(s) for the 2021-2022 school year.

- Teachers who have already selected the previously agreed to amount of $200 payment in lieu of receiving a contractual release day, as outlined in the Release Days MOU signed on May 26, 2021, will receive an additional $150 for each contractual release day.
- Trading IEP Prep Days for a payment of $350 will be voluntary for the TK-6 Education Specialists and Mark Twain SDC Teachers.
- Trading release days for a payment of $350 will be voluntary for High School Education Specialists.

This MOU shall be effective immediately and continue through Wednesday, June 1, 2022.

(Kelly) Kelleen Nolan
For GGEA
11/18/2021
Date

For the District
11/18/2021
Date

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

Compensation for Teachers Covering During Substitute Shortage

Garden Grove Education Association, GGEA, and Garden Grove Unified School District, the District, recognize that there is a county, state and nationwide substitute shortage, resulting in an inability to cover all GGUSD contractual release days as scheduled. In an effort to alleviate this shortage and ensure substitute coverage for teachers' illness, PN and FI, GGEA and the District have agreed to the following:

- 9-12 teachers and 7-8 Special Education teachers, who have a preparation period, will receive one hour at the current hourly rate of 1/1000 of Group 1, Step 1* when covering another class during their preparation period, but only when a substitute is not available and the teacher is asked to cover the class by site administration.

- TK-6 teachers, including Education Specialists, will receive a proportional amount of the substitute daily rate when additional students are assigned to multiple classrooms, but only when a substitute is not available. At no time shall a teacher receive less than $50.

This MOU shall be effective immediately and continue through Wednesday, June 1, 2022.

Kelly Nolan
For GGEA

11/18/2021
Date

For the District

11/18/2021
Date

1-18-21

MEMORANDA OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

Extra Duty Pay for State Preschool Teachers

Effective the 2021-2022 school year, each state Preschool teacher shall be compensated for extra duty work when they work beyond their contractual school day/year at the hourly rate of 1/1000 of the current Step 1 Group 2.

This MOU is effective immediately.

For GGEA

3/29/2022
Date

For the District

3/29/22
Date

A Memorandum of Understanding
Between

Garden Grove Unified School District

And

Garden Grove Education Association

Dual/Concurrent Enrollment

Dual enrollment programs are an opportunity for students to participate in college level coursework while receiving both high school credit and college units concurrently. Both the Garden Grove Education Association (GGEA) and the Garden Grove Unified School District (GGUSD) recognize the program's potential to develop as a pathway for students to graduate and achieve college readiness as well as maintain and recruit students for high school enrollment.

With the implementation of this program GGEA and GGUSD agree to the following:

Staffing at each site is determined by student enrollment at that site, based on negotiated class size regardless of the participation in a dual enrollment program.

GGUSD certifies that any community college course on a partnering high school campus will not result in the excess or layoff of an existing Garden Grove Unified School District teacher or librarian.

School site participation in the dual enrollment program will not limit nor will it reduce the availability of Advanced Placement Courses and current section/courses offered at that school site.

For each site that participates in a dual enrollment program, teachers will have the option to resolve issues and communicate concerns that might arise from the program's implementation through the site's FAC.

3/27/20
For the District Date

3/27/2020
For the Association Date

3/27/2020
For the Association Date

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services

Memorandum of Understanding
Stipend Approval Process
2012-2013

This Memorandum of Understanding is to memorialize the professional development activities for which stipend credit is given under Article 12.3g(1); and to clarify the approval process. As in past practice, the District will continue to give stipend credit for District sponsored or District/GGEA joint sponsored professional development activities. Activities qualifying for such credits are noted as such and preapproval is not required.

As has also been past practice, any professional development other than the above mentioned would be an exception requiring prior approval from the Offices of K-6 and/or 7-12 Instruction as well as from the Office of Personnel Services. (Conferences or activities where attendance cannot be verified will not be approved for this stipend.)

Hermitage
For the District Date

For the Association 11-15-12
Date

A Memorandum of Understanding
Between

GARDEN GROVE UNIFIED SCHOOL DISTRICT

And

GARDEN GROVE EDUCATION ASSOCIATION

Special Education Caseloads and Release Time for M/M and M/S Teachers

Garden Grove Education Association, GGEA and Garden Grove Unified School District, the District recognize that having more students in an M/M or M/S class requires additional preparation time; therefore, the District and the Association agree to an informal class cap of 12:1 for K-12 Moderate/Severe Classes and 18:1 for K-6 Mild/ Moderate Classes. If a K-6 M/M teacher has 19 or more students the teacher shall elect to have an additional release day or a $150 stipend. If a K-12 M/S teacher has 13 or more students the teacher shall elect to have a release day or a $150 stipend. This will be allocated one time per school year, one month following the addition of the 13th or 19th student.

The district further agrees that music education has high value for all of our students: therefore the District will provide 30 minute weekly music time for our students in 7-12 M/S which will provide 30 consecutive minutes of weekly preparation time for the 7-12 M/S teachers. (When music instruction cannot be provided, the M/S teacher shall receive 30 consecutive minutes of weekly preparation time.)

This shall go into effect July 1, 2017.

2/16/17 — For the District — Date

2-16-17 — For the Association — Date

SIDE LETTERS OF AGREEMENT

BETWEEN

GARDEN GROVE UNIFIED SCHOOL DISTRICT

AND

GARDEN GROVE EDUCATION ASSOCIATION/CTA/NEA

REVISED 2020

GARDEN GROVE UNIFIED SCHOOL DISTRICT

ACKNOWLEDGEMENTS

GGUSD BOARD OF EDUCATION

Walter Muneton

Teri Rocco

Bob Harden

Dina L. Nguyen

Lan Quoc Nguyen

Gabriela Mafi, Ed.D., Superintendent

GGEA EXECUTIVE BOARD MEMBERS

Kelly Nolan President
Debi Coleman, 1st Vice President
Nicole Ciccarelli, 2nd Vice President
Rebecca Koopowitz, Secretary
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GGEA/CTA/NEA NEGOTIATING TEAM

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Sarah Held
Arquilla Howard
Paul Kim
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GARDEN GROVE UNIFIED SCHOOL DISTRICT
GARDEN GROVE EDUCATION ASSOCIATION

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SIDE LETTER OF AGREEMENT

2010-2011

BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

Presenter Pay

The District recognizes the valuable contributions made by our teacher leaders for the leadership they provide in professional development for our teachers.

Additionally, the district realizes the extra time necessary to set up and clean up professional development activities. To recognize the extra time, the District agrees to pay the teacher presenters an extra hour of presenter pay for 30 minutes before training to set up, and 30 minutes after to clean up. This does not include TOSA presentations currently covered by the TOSA stipend.

For the District

2/2/11
Date

For the Association

2/2/11
Date

SIDE LETTER OF AGREEMENT

2010-2011

BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

On-Line Teachers

The District has established on-line courses in order to offer students alternative/additional avenues of earning course required credit. In regards to this program the District and the Association agree to pay on-line teachers a yearly stipend of $2,484 twice per year at the completion of each semester. While this is a categorically funded position, it will not impact the general fund or the teacher allocation per school.

All teachers selected for online classes must:

- Be properly credentialed or authorized in the content area offered
- Be flexible in teaching approach and willing to create and/or update content to meet district standards
- Have access to computer and Internet connectivity and are comfortable
    - using basic technology such as, word processing, spreadsheet, Internet search engines, presentation software
    - using the basic elements of an online course such as, email, posting and downloading files and navigating a Web site

Responsibilities of online teachers include:

- Meeting a minimum of three times per semester with online students (orientation, benchmark testing)
- Working with administrative/counseling team to recruit, select, place and monitor students
- Working with district office liaison, Mark Mariola, and/or TOSA, to ensure effective implementation
    - attend all meetings and trainings associated with management of class
- Devoting the hours necessary to effectively teach an online course, including posting lessons, assignments, grades, etc; answering student e-mails; assessing student work; monitoring student progress
- Intervening as necessary to assist struggling students
- In concert with site admin team, follow student drop guidelines
- Conducting a course evaluation to determine course strengths and challenges
- Maintaining office hours to meet with students needing additional assistance
- Class size maximum of 50 students.

Jim Armitage
For the District

1/26/11
Date

For the Association

1/26/11
Date

SIDE LETTER OF AGREEMENT

2010-2011

BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

Credit Recovery

The District has established the Credit Recovery Program for students who are failing high school core coursework. The following side letter of agreement extends and modifies the current Side Letter of Agreement on "Credit Recovery."

In regards to this program the District and the Association agree that teachers will be paid at the regular teacher hourly rate of 1/1000 of Group 1, Step 1 effective with the 2010-2011 school year.

For the District

10/13/10
Date

For the Association

10/13/10
Date

A Side Letter of Agreement
Between
Garden Grove Unified School District
And
Garden Grove Education Association
Consult Procedure

The District and the Association agree to memorialize their long-standing agreement regarding Consult procedures as follows:

Pursuant to Section 3543.2 of the Educational Employment Relations Act (EERA), certificated employees may "consult" with the District over educational objectives, the content of courses and curricula, and the selection of textbooks. Furthermore, any subject that clearly relates to these enumerated items may also be the subject of a consult. Either party may call for a consult or both parties may agree that a consult is needed.

Dates and Locations: It shall be the responsibility of K-6 and/or 7-12 Instruction to arrange dates and locations for consults. The name, dates and locations of each consult shall be communicated to the Association via phone, fax or e-mail.

Participants: The Directors of K-6 and/or 7-12 Instruction shall identify potential participants who have expertise in the specific area and forward the list to the Association. The Association may request assistance from the Teachers on Special Assignment, so that the best qualified representatives may be located for each consult. The Association and the District shall collaboratively select members to serve on each consult.

Notification of Participants: The Association shall contact its member participants and provide them with information about the consult, including dates, locations and general purpose. The District shall notify its member participants and provide them with information about the consult, including dates, locations and general purpose.

Consult Report: The Consult shall reduce its findings or recommendations to writing and provide the participants and the Association with copies thereof. A minority report may be filed by any group of participants who believe that the majority consensus is in error.

GGEA

3/1-/10
DATE

GGUSD

3/10/10
DATE

REVISED SIDE LETTER ON JOB SHARING

In the interests of avoiding Reductions in Force (layoffs) and placing limitations on the number of job shares or the number of years teachers can job share, the District and the Association have agreed that commencing 2008-09 dissolving existing job shares will not be allowed if the dissolution would result in any currently employed teacher losing a teaching position.

Further, the parties hereby agree to the following procedures:

1. The District shall give written notification to all job share teachers of the need to invoke this Agreement as soon as they become aware of the possibility of any currently employed teacher losing a teaching position. Further, the notice shall direct the teachers to send their written requests to dissolve their job shares to the District Personnel Office. The District Personnel Office shall date and time stamp the written requests upon receipt. Once the requests have been dated and time stamped by the District Personnel Office, they shall remain effective until withdrawn by the submitting teacher.

2. Teachers exiting job shares will be interviewed and placed according to their position on the time and date stamp lists. Any remaining teachers shall be retained on a waiting list.

3. If the request for the dissolution of a job share is submitted to the Personnel Office before the school year starts, then the least senior teacher on the staff will be excessed from the school site in conformance with Contract Section #10.11.

4. If the request for the dissolution of a job share is submitted to the Personnel Office during the school year, the teacher requesting the dissolution shall be excessed from the school site.

5. If both partners request the dissolution during the school year, then the least senior teacher shall be excessed from the school site. If the partners have the same number of years of experience in the District, then the principal shall determine which teacher shall be excessed from the school site.

Garden Grove Unified School District

9/9/09
Date

Garden Grove Education Association

9/9/09
Date

A SIDE LETTER OF AGREEMENT
BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION
RE: SPECIAL EDUCATION

1. This Side Letter of Agreement supersedes all past side letters of agreement regarding Special Education.

2. In order to improve communication between the Special Education Department and Special Education teachers, the District agrees to the following:
   - All questions from individual teachers to the Special Education Department will be answered in a timely manner.
   - General information regarding department policy, curriculum and trainings will be disseminated directly to the special education teachers and general education teachers with inclusion students on a regular basis.
   - Any updates or changes in Special Education case law or procedures shall be communicated to special education teachers on a regular basis.

3. Trainings on the SEIS Program, writing IEP goals and BASIC will be publicized directly to all special education teachers and general education teachers with special education students, so that interested teachers may attend.

4. Special Education class sizes will be monitored by the District and by the Association and adjusted to ensure that the numbers are balanced and appropriate for addressing the students' needs written in their IEP goals and objectives.

5. Special Education (MM and RS) teachers with appropriate credentials at SWIM schools or teaming sites may be assigned general education students during Language Arts or other RTI intensive band instructional periods, provided the needs of their Special Education students are being met.

6. The Office of Special Education will work with the Association regarding teachers appointed to the Special Education Community Advisory Committee.

7. Special Education teachers shall receive five (5) days prior notice when their site assignment is changed. The District shall transport the teacher's classroom materials upon request.

8. Site principals will oversee the writing and implementation of Individual Behavior Plans (IBP's) as appropriate to manage students with difficult behaviors.

9. Special Education teachers shall be provided with appropriate district base program materials, including Teachers Editions.

For the Association

3-18-08
Date

For the District

3/18/08
Date

A SIDE LETTER OF AGREEMENT
BETWEEN
GARDEN GROVE UNIFIEDSCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

INTRAMURAL SPORTS

Effective the 2008-09 school year, Intramural Sports (Contract Section 12.3a) coaches will be expected to offer an intramural program that meets the needs of the school. The Principal and interested teachers will consult on the need for the program and the best time(s) to make it available to students. The allocation of coaches will be determined by the number of student participants with a maximum allocation of three (3) coaches per semester. For programs with student enrollment in excess of 180 students, the principal can request one additional coach from the Assistant Superintendent of Secondary Education.

For the Association

For the District

2-20-08
Date

2/20/08
Date

A SIDE LETTER OF AGREEMENT
BETWEEN
GARDEN GROVE UNIFIED SCHOOL DISTRICT
AND
GARDEN GROVE EDUCATION ASSOCIATION

Site Program Coordinator Selection Process

The Association and the District agree that the annual selection process for the Site Program Coordinator Stipend will consist of the following:

Teachers interested in applying for the position of Site Program Coordinator will submit their names to the principal. A selection committee comprised of two teachers and the principal will select the site program coordinator(s) based on the pool of applicants. Teachers from grades K-3 will choose one teacher and teachers from grades 4-6 will choose one teacher to serve on the selection committee.

For the Association

2-13-08
Date

For the District

2/13/08
Date

A SIDE LETTER OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

ASSOCIATION DUES/FEES

The District and the Association agree that the deduction of Association agency fees pursuant to the implementation of Senate Bill 1960 shall be as follows:

Commencing September 1, 2001, the Association implemented the collection of agency fees (fair share fees) pursuant to Senate Bill 1960, which became effective January 1, 2001. The District and the Association understand and agree that if S. B. 1960 is revoked, the Association will no longer have the legal right to collect agency fees (fair share fees) and any language in this Side Letter referring to the collection of said agency fees (fair share fees) will be revoked as well.

Any unit member, as defined in Article 2 of the Agreement between Garden Grove Unified School District and Garden Grove Education Association/CTA/NEA, who did not become a member of the Association on or before October 1, 2001, or does not become a member within thirty (30) days of the commencement of his or her assigned duties, shall pay to the Association a fee in an amount equal to the membership dues not including the EAC donation, payable to the Association in ten monthly installments by payroll deduction or in one lump sum within the first month of each school year of his or her employment. The District shall deduct said fees for all non-member unit members and transmit the fees to the Association in the same manner as the Association dues pursuant to Education Code Section 45061.

The only exception to the requirement of membership or the payment of agency fee is qualification as a religious objector. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or who holds sincere religious beliefs opposing unions or who has sincere religious objections to the policy positions of NEA and/or its state affiliates shall not be required to join or financially support the Association as a condition of employment, except that such bargaining unit member shall pay, in lieu of an agency fee (fair share), a sum equal to the full membership dues to one of the following non-religious, non-labor charitable funds exempt from taxation under Section 501c(3) of Title 26 of the Internal Revenue Code: The Boys and Girls Club of Garden Grove, The Assistance League of Garden Grove, and United Way.

In order to receive a religious exemption, the unit member must submit to the Association a detailed written statement establishing the basis for the religious exemption. The Association Board of Directors shall communicate in writing to the unit member its acceptance or rejection of the application for exemption. If accepted, the unit member shall make the payment to the charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.

The District and the Association shall cooperate in maintaining an accurate listing of bargaining unit members, Association members, religious objectors and fee payers. The District shall provide the Association with written notice of all new hires, including their names, addresses, social security numbers and school assignments, as soon as practicable after their hiring.

With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fees, the District shall remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with the Side Letter. The Association shall have the exclusive right to determine whether any such action or proceeding shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the District.

For the District	For the Association
5-20-02	5-20-02
Date	Date

A SIDE LETTER OF AGREEMENT
between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
and
GARDEN GROVE EDUCATION ASSOCIATION

DEPARTMENT CHAIRPERSON ELECTION PROCEDURE

Nominations

1. The nomination period shall be one week in length (five school days).
2. Nominations may be made by anyone teaching in the specific department. Each department member will be given a form for nominations along with a copy of the Department Chairperson job description. A department member may self-nominate or nominate other members of the department.
3. Nominations shall be made in writing and submitted to the school principal or his/her administrative designee.
4. A list of the department's nominees shall be shared with all department members following the completion of the nomination process.

Election Process

1. The names of all department members who have accepted the nomination shall be placed on a written ballot. Space shall be provided for write-ins.
2. Each department will have ballots printed on a different color paper.
3. Each department member shall be allowed the number of votes equal to the numbers of periods taught in that department. He or she shall receive one ballot per period taught in that department. Department members shall provide a signature indicating that they have received the proper ballots.
4. Department members shall be allowed one week in length (five school days) to cast their written ballots.
5. Ballots for all departments will be submitted to one secured ballot box which shall be kept centrally located and openly accessible in the main office.
6. At the end of the voting period, at a time and place previously announced, the ballot box shall be opened and the ballots shall be counted. The principal or his/her administrative designee must be present. Under no circumstances shall any candidate be allowed to tally ballots. Any member of the faculty shall have the right to be present while the counting takes place. Following the election, the submitted ballots shall be available for inspection for a period of one week.
7. The department chairperson will be selected by a simple majority vote.
8. In the event of a tie, the school principal shall have the authority to choose the chairperson.
9. Should a vacancy occur prior to the expiration of the term, the department will conduct an election within ten school days.

For the 2001-2002 term the nomination and election process will start the first week of March and the department chair term will end the last school day of January. Stipends will be paid in three installments, May, November and January.

Beginning January 2003, the nomination and election process will begin the last two weeks of January and the department chair term will start the first school day of February and end the last school day of January. Stipends will be paid in two installments, May and December.

For the District

For the Association

2/28/02
Date

2/28/02
Date

A SIDE LETTER OF AGREEMENT
Between
GARDEN GROVE UNIFIED SCHOOL DISTRICT
And
GARDEN GROVE EDUCATION ASSOCIATION

PEER ASSISTANCE AND REVIEW PROGRAM

Purpose - The Garden Grove Unified School District (*District*) and the Garden Grove Education Association (*Association*) 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.

Evaluation - Change last sentence in Article 7, Section 7.6a to read as follows (*italicized words- New Language*): "In accordance with Education Code, should the evaluation be unsatisfactory, ***the employee will be placed in the Peer Assistance and Review Program (PAR)*** and shall be evaluated each year until the evaluation is once again satisfactory."

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.

A. 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 (Form "E") 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.

B. 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.

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

A. Application/ Selection Process - A notice of positions available will be posted at all work sites, the District Office, and the Association office. Applicant's will submit the application form to the District along with three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter or recommendation will be from the applicant's immediate supervisor, and one from a teacher, preferably from the school assigned, or an association representative.

Applications submitted shall be subject to a screening process determined by the Joint Panel to ensure that the candidate meets the established qualifications. All materials submitted to the Joint Panel are confidential.

There will be one (1) formal interview of the candidate with all Joint Panel members; one (1) formal announced, and one (1) unannounced classroom observation by a teacher and administrator who are Joint Panel members; and one (1) video analysis in which an applicant will be asked to respond, in writing, to a video presentation of a lesson.

B. Selection Criteria - The Consulting Teacher shall have permanent status in the District and possess a clear California teaching credential; Shall have substantial recent teaching experience; Demonstrate exemplary teaching ability; Demonstrate effective oral and written communication; Demonstrate leadership ability within the profession; Demonstrate ability to work cooperatively and effectively with other staff members; Possess extensive knowledge of subject matter and mastery of a range of teaching strategies and instructional/classroom management techniques.

C. Duties and Responsibilities - Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences and/or staff development activities. A cooperative relationship is strongly encouraged between the Consulting Teacher and Site Administrator with respect to the process of peer assistance and review.

Consulting Teachers shall:

- Meet with the Referred Teacher and the Site Administrator 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;
- Meet with the Referred Teacher to develop the assistance plan and the process for determining the successful completion of the Peer Assistance and Review Program;
- Conduct multiple observations of the Referred Teacher during classroom instruction;
- Conduct pre and post observation conferences which provide specific immediate feedback;
- Meet regularly for observations/discussions with each Referred Teacher assigned;
- Conduct model lessons, staff development, and seek appropriate resources as needed;
- Maintain a comprehensive written log of contacts and specific support given to each Referred Teacher assigned;
- Document all observations, visitations and meetings;
- Report activities on a regular basis to the Joint Panel;
- Monitor the progress of the Referred Teacher;
- Submit periodic reports to Referred Teacher assigned and discuss, in depth, their contents;
- Provide at any time, but at least quarterly, a written report to the Joint Panel regarding the progress of the Referred Teacher;
- Submit final report to the Referred Teacher for his/her signature to verify delivery and receipt;
- Submit final report to the Joint Panel by April 15;
- Participate in an annual review of the Program with the Joint Panel;
- Participate in meetings with other District Consulting Teachers.

D. Reassignment Request - The Consulting Teacher shall have the right to present reasons in writing why the Referred Teacher should be reassigned to another Consulting Teacher and to have those reasons considered by the Joint Panel. The Joint Panel may seek follow-up information in regards to this request.

E. Length of Term - The length of term for a Consulting Teacher shall be 1 year with annual performance reviews by the Joint Panel. Based upon the need of the Referred Teachers and the performance of the Consulting Teacher, a Consulting Teacher may be re-appointed for another year, up to a maximum of three (3) consecutive years. Upon completion of one (1) year of service, he/she has the right to return to the work site where he/she worked prior to becoming a Consulting Teacher.

5. Joint Panel – 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.

A. Term of Office

1. Both Association and District Joint Panel committee members shall serve one 3 year term. Joint Panel members may be re-appointed and serve another three (3) year term only after a one (1) year hiatus from service as a panel member.

2. During the first year of the Peer Assistance and Review Program, the term of office for Association and District members of the panel shall be as follows:

Association
- Two (2) Joint Panel members shall serve three (3) years;
- One (1) Joint Panel member shall serve two (2) years;
- One (1) Joint Panel member shall serve one (1) year (may be re-appointed to a one three (3) year term).

District
- One (1) Joint Panel member shall serve three (3) years;
- One (1) Joint Panel member shall serve two (2) years;
- One (1) Joint Panel member shall serve one (1) year (may be re- appointed to a one three (3) year term).

3. In subsequent years, the term of office for Association and District members of the panel shall be rotating as follows:

Association
- Two (2) new Joint Panel members in year one;
- One (1) new Joint Panel member in year two;
- One (1) new Joint Panel member in year three.

District
- One (1) new Joint Panel member each year.

B. Vacancies - The Association and the District are responsible to re-appoint and fill any vacancy which may occur during the year for any of their respective members. Joint Panel members who serve less than 18 months may be re-appointed to another term. Joint Panel members who serve more than 18 months on the committee, may not be re-appointed to another term without a one (1) year hiatus.

C. Duties

- Administer the PAR program;
- Act as Liaison to the Offices of K-6 and 7-12 Instruction;
- Select Consulting Teachers;
- Provide for training for Consulting Teachers;
- Establish the number of Participating Teachers assigned to each Consulting Teachers annually;
- Assign Consulting Teachers to Participating Teachers;
- Evaluate Consulting Teachers and their documentation;
- Monitor the activities of the Consulting Teachers to ensure that sustained assistance is provided to the Referred Teachers;
- Monitor the progress of the Referred Teachers;
- Meet at least quarterly with Consulting Teacher;
- Determine number of voluntary participants and their needs annually;
- Evaluate PAR annually in order to improve the program and report findings to the Board of Education and the Association;
- Develop a PAR budget annually for Board of Education approval.

D. Operational Procedures - The Joint Panel will work under the following guidelines:

- Five (5) constitutes a Quorum and a Majority Vote ;
- Meeting schedule will be developed annually;
- Joint Panel Chair and Vice Chairperson selected annually;
- Clerical assistance provided;
- Annually determine training needs for Joint Panel members;
- Establish procedures when conflict of interest or bias occurs among Joint Panel and Consulting Teachers;
- Establish a model for decision making;
- Establish procedures for confidentiality;
- Establish appeal procedures for Referred Teachers regarding replacement of the Consulting Teacher, and disagreement with any or all parts of their Consulting Teacher's documentation;
- Determine when Rules and Procedures shall be distributed to certificated employees of the District;
- Annually develop and review timelines and forms.

E. Report to Board of Education - At the end of the Assistance Program the Joint Panel shall make recommendations to the Board of Education regarding participants in the Program, including forwarding to the Board of Education the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

6. Special Provisions

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

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

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

C. Duties and Responsibilities - Duties performed pursuant to this Program by bargaining unit members shall not constitute either management or supervisory functions.

D. Funding - Not more than 5% of the funds received by the District for PAR may be expended for administration costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X or successor legislation.

E. Compensation

- Consulting Teacher/Mentor Teacher-Annual stipend of $4800
- Joint Panel- Annual stipend of $1500

David A. Brown
ASSOCIATION

May 17 2000
DATE

DISTRICT

May 17, 2000
DATE

SIDE LETTER OF AGREEMENT

GGEA and GARDEN GROVE UNIFIED SCHOOL DISTRICT

In order to comply with the apportionment provisions of the California Education Code, the parties agree to the following:

Adult Education Teachers teaching three (3) or more consecutive hours shall be paid for one (1) ten-minute, duty-free break (outside the instructional time) on each day worked.

This provision shall be implemented February 6, 1995.

GGEA

4 January 1995
Date

District

Jan 4, 1995
Date

A Side Letter of Agreement
between

GARDEN GROVE UNIFIED SCHOOL DISTRICT

And

Garden Grove Education Association

Preschool Release Days for Data Entry of DRDP

The District and the Association agree that the entry of data for the DRDP takes hours of the state preschool teachers' time; therefore, we agree to the following Side Letter of Agreement:

This Side Letter of Agreement is to establish two release days for state preschool teachers for the purpose of data entry of the DRDPs. One day will be provided in November, and one day will be provided in May. For the 2016-2017 school year, the release day will be provided in May.

This Side Letter shall remain in effect provided the district is receiving funding for state pre-school.

11-3-16
For the District Date

11-3-16
For the Association Date