

NEGOTIATED AGREEMENT

JULY 1, 2019 - JUNE 30, 2022



GLENDDORA TEACHERS ASSOCIATION

and the

GLENDDORA UNIFIED SCHOOL DISTRICT

Updated: February 13, 2020

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ARTICLE I: AGREEMENT

- 1.1 This is an Agreement made and entered into this 1st day of July, 2016, between the Glendora Unified School District (hereinafter referred to as "District") and the Glendora Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as "Association") and this contract contains all agreed upon articles as of this date.

ARTICLE II: RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for the following:

The unit shall include all regular permanent, probationary, summer school and temporary certificated employees. In addition, it shall include adult education teachers, contract substitutes, and certificated employees not specifically excluded below.

The unit shall exclude all management, supervisory and confidential employees, all consultants, and all day-to-day substitute teachers.

ARTICLE III: DEFINITIONS

- 3.1 "Class Size" - shall mean the number of students physically enrolled and maintaining attendance in a teacher's class for 50% or more of the regular school day.
*Special Day Class students spending more than 50% of their school day in a general education setting will be counted as one (1) additional student.
- 3.2 "Day" - For the purposes of this article "days" shall be defined as those days when members of the unit are normally required to render service. During vacation or leave periods, exceptions to this definition may be made by mutual agreement.
- 3.3 "Employee" - shall mean a member of the bargaining unit that is represented by the Association.
- 3.4 "Immediate Family" - mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, brother-in-law, sister-in-law, niece or nephew of the employee or the spouse of the employee, aunt and uncle of the employee, or spouse of the employee, or any person living within the immediate household of the employee.
- 3.5 "District" - shall mean the Board of Education or the designee of the Board.
- 3.6 "Permanent Employee" - shall mean a member of the bargaining unit that has achieved tenure status in the District.
- 3.7 "Seniority" – shall be defined as the first date of paid service in the District in a probationary position.

- 3.8 "Superintendent" - shall mean the chief executive officer of the District, or the chief executive officer's designee.
- 3.9 "Board" or "Board of Education" - shall mean the public school employer, or the designee of the employer.
- 3.10 "Evaluator" - shall mean the chief administrative officer, or designee of the school or department to which an employee is assigned and by whom the employee is evaluated.
- 3.11 "Immediate Administrator" - shall mean that member of the District's management team that has immediate jurisdiction over an employee, and who has been designated to adjust grievances.
- 3.12 "Non-teaching Employees" - counselor, dean, librarian/media specialist, nurse, psychologist, work experience, ROP/Vocational Counselor, program specialist, programming specialist, curriculum specialist, project teacher, and project psychologist.
- 3.13 Hourly Rates: See Appendix A
- 3.14 Home School Definitions shall include the following:
- "Home School Teacher" – shall mean a teacher who implements and oversees the home school program.
 - "Home School Receiving Teacher" – shall mean a teacher who carries a home school student on his/her load.
- 3.15 "Meeting Representation" – shall mean that if a bargaining unit member requests the presence of one or more GTA Executive Board member(s) at a meeting with administration, the administrator shall be notified by the GTA Executive Board member(s) of attendance and will have the option of requesting the attendance of a representative, as well. Such a meeting shall be scheduled at a mutually agreed upon time and date.

ARTICLE IV: HOURS

- 4.1 The Bargaining Unit Members will be on campus no less than six (6) hours and twenty (20) minutes each contract day unless other provisions have been made. This shall include the normal student-teacher contact minutes of:

Kindergarten	275 (not to exceed)
Primary	284
Upper Elementary	266
Middle School	250
High School	280

but does not include the duty-free forty (40) minute lunch period. The six (6) hours and twenty (20) minutes does include the duty-free nutrition break, and the duty-free conference period equal to the length of a period at the middle schools of fifty (50) minutes and high school of fifty-six (56) minutes and forty (40) minutes at the upper elementary level. The elementary physical education teacher will be compensated for a 40 minute conference

period by utilizing 20 minutes between the end of the student contact time and the end of the teacher workday (as has previously been negotiated for primary teachers) and additionally will receive financial compensation for 20 minutes per day at the teacher's contractual hourly rate.

4.1.1 Block Schedule information

- 4.2 Non-teaching employees will regularly be on campus no less than seven (7) hours and twenty (20) minutes not including a duty-free forty (40) minute lunch period.
- 4.3 Any temporary exception reducing hours in Sections 4.1 and 4.2 shall be approved in advance by the site administrator.
- 4.4 All bargaining unit members will have a duty-free forty (40) minute lunch period inclusive of passing times. For special assistance rendered on "rainy day" schedules, elementary teachers shall receive compensatory time of ten (10) minute increments for each assistance rendered beyond a "rainy day" thirty (30) minute lunch hour.
- 4.5 The normal workday schedule(s) (which will establish the beginning and ending time of the workday) shall be set mutually by the site administrator and the individual staff member. In the event that mutual agreement cannot be reached, the site administrator's decision shall be final except that such decision shall be consistent with the other provisions of this article and shall be based on the educational needs of the school and the professional need for teachers to be available to students, parents, and administrators.

The normal secondary teaching load shall consist of ten (10) semester periods per year unless otherwise consulted upon by the Association and the District.

- 4.6 Employees will also be responsible for the following, including but not limited to: lesson planning, pupil evaluation, parent conferences, record keeping, studying to keep abreast of developments within all the subject matters taught by or serviced by the employee, and attendance at district and/or site committee meetings and site faculty or departmental meetings, and professional responsibilities as determined in 4.8.
- 4.7 Members of the unit will participate in Individualized Education Programs (IEP's) during the contract day upon request. Members of the unit, who are requested to attend IEP meetings scheduled to begin after the end of their contract day, shall be paid at the member's hourly rate. Unless waived by the members of the unit, members will be given at least five working days advance notice of all IEP's.
- 4.8 Professional Responsibilities:
 - 4.8.1 A professional responsibilities task force shall be formed at each site consisting of the site principal, or designee, and three (3) to five (5) unit members selected by the Association.

- 4.8.2 The professional responsibilities task force shall determine:
 - 4.8.2.1 The tasks and the total number of hours for each task that should be necessary for that school site.
 - 4.8.2.2 The system which would best provide for that school site for equitable distribution of the necessary tasks among the members. Equitable distribution does not necessarily mean the same number of hours. The system shall provide an opportunity for volunteering for duties prior to any assignments being made by the principal.
- 4.8.3 The professional responsibilities task force shall meet at mutually agreeable times at the request of either the principal or association representative at the school site, in a sincere effort to resolve the professional responsibilities assignments prior to the first day of student attendance.
- 4.8.4 In the event the professional responsibilities task force is unable to resolve an issue, the decision of the site administrator shall be final, except that such decision shall be consistent with the other provisions of this article and shall be based upon the educational needs of the school.
- 4.8.5 Dance supervision at the secondary level will not be considered as a professional responsibility but will be paid for by the District at the regular teacher hourly rate. Management will select dance supervisors from a list of members who have volunteered to serve.
- 4.8.6 Because a substitute teacher is hired to fulfill all daily instructional and professional responsibilities assigned to the regular teacher during the normal working day, a teacher will be credited with having performed these responsibilities on days of absence.

4.9 Each teacher shall be provided one conference period each day that school is in session. For middle school and high school teachers this will be one period in length. For teachers of grades four and five the conference period will be forty (40) minutes in length except possibly on minimum or shortened school days. For primary teachers the 40 minute conference period shall fall at the end of the student contact day. The kindergarten teacher shall be available for assistance or assignment in the instructional program of the primary grades when not involved in the kindergarten program. The conference period for teachers teaching an "overload" shall be one period in length and shall immediately follow the last period taught.

Special education teacher participation in the conference period will be in conformance with the requirements of his/her students' "Individualized Education Program," and the Education Code.

4.10 Beginning with the 1986-87 school year, the District shall provide no less than the amount of instructional time for each grade level as specified in E.C. 46201 (SB 813, Section 80, Article 8).

ARTICLE V: CLASS SIZE

5.1 Effective July 1, 2015, school year staffing will be as follows:

ELEMENTARY	Maintained at an average of:	With a maximum of:
Kindergarten – 3 rd Grade	24:1	26
4 th – 5 th Grade	31:1	33

MIDDLE SCHOOL & HIGH SCHOOL	Maintained at an average of:	With a maximum of:	With a maximum core load per teacher of:
6 th – 8 th Grade (Middle School Core = English, Math, Social Studies, Science)	34:1	36	170
9 th – 12 th Grade (High School Core = English, Math, Social Studies, Science, Foreign Language)	35:1	37	175

5.2 If class size is in excess of these agreed upon maximum numbers in middle and high school core subjects, then a committee comprised of the principal, teacher (whose class size is at issue), and a GTA Executive Board Representative or GTA designee (from the same level, if possible) shall convene to review and implement a solution within 14 school days.

These class size limits can only be exceeded with a consensus (2/3 vote) of the Committee.

5.3 It is the intent of the District to staff schools at the above levels based upon enrollment projections. Should actual enrollment exceed the projections, the District shall be provided with a reasonable amount of time to recruit and employ additional teachers when needed.

5.4 The above staffing formulas are for regular classrooms and do not include staffing for Reading Specialists, K-5 Music and P.E. teachers, Special Education teachers, etc. These special areas shall be staffed in accordance with the past practice procedures of the District and within county and state guidelines.

5.5 The District will not be required to add an additional teacher unless the District ratio as established in 5.1 exceeds the allotment by five tenths (0.5) or more. It is further agreed that the District shall not exceed the District average as specified in 5.1 at the K-3 level.

5.6 Whether or not to lower class size below the maximums shown above shall be the prerogative of the District. However, the District shall not do so without first consulting with the Association.

5.7 Individual class size may fluctuate, within District allocations, depending on such administratively approved factors including but not limited to:

- Student Welfare
- Instructional Goals
- Appropriateness of the Educational Activity
- Special Program Funding Requirements
- Multi-grade Classes
- Differentiated Staffing Patterns
- Grade Level Enrollments
- Approved Experimental or Pilot Programs
- Individualized Instruction
- Flexible Scheduling
- Team Teaching

5.8 The District will make a reasonable effort to make internal adjustments or seek other alternatives prior to assigning more than 50 students to a physical education class.

5.9 Upon request the District will provide the Association with copies of current class size quarterly reports.

5.10 Effective July 1, 2015:

Any teacher whose K-3 elementary class exceeds twenty-four (24) students, and any teacher in a grade 4-5 elementary class that exceeds thirty-one (31) students, will be paid \$300 per trimester or receive one grading day plus \$200.

Any teacher whose grade 6-8 core academic class exceeds thirty-four (34) students, or grade 9-12 core academic class exceeds thirty-five (35) students, shall be paid \$150 per core academic class, or receive one grading day.

The supplemental pay options shall be calculated and paid on a per- trimester/quarter basis. Enrollment shall be reevaluated on the fifteenth (15th) school day of each trimester/quarter and the supplemental pay/grading days will be adjusted as necessary. Grading days shall be scheduled by mutual agreement between the site administrator and the teacher.

5.11 Second trimester parent teacher conferences will be optional for students who score proficient or above in Language Arts, Math, Science, and Social Science. Parents of students in danger of failing will continue to be notified by the teacher. A substitute will be provided for K-1 teachers for the first benchmark of the year so that teachers will be able to administer the assessment to individual students.

ARTICLE VI: GRIEVANCE

6.1 Definitions

6.1.1 A "grievance" shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement.

- 6.1.2 A "grievant" shall mean an employee covered by this Agreement or the Association.
- 6.1.3 A "conferee" shall mean any Association representative selected by the grievant to assist the employee in presenting and processing the claimant's grievance. An immediate administrator with whom a grievance is filed may also choose a representative in processing grievances.
- 6.1.4 For the purposes of this article "days" shall be defined as those days when members of the unit are normally required to render service. During vacation or leave periods, exceptions to this definition may be made by mutual agreement.

6.2 General Provisions

- 6.2.1 The purpose of the procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential, and that the grievant and immediate administrator should attempt to resolve the grievance at the preliminary level.
- 6.2.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance, except in cases where health and safety is involved.
- 6.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate administrator, or to have the grievance adjusted, without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution shall not be agreed upon by the District until the Association has been provided a copy, and allowed an opportunity to respond.
- 6.2.4 The grievant and immediate administrator shall have the right to include in all joint grievance meetings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select.
- 6.2.5 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.

- 6.2.6 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be Maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement through written stipulation. A grievant who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the grievance procedure for the alleged contract violation. However, issues of arbitrability, which may arise, shall be referred to the arbitrator.
- 6.2.7 When it is necessary for a representative designated by the Association to process grievances during the day, he/she will, upon notice to his/her principal or immediate supervisor by the President of the Association or the President's designee or the Executive Director, be released without loss of pay in order to permit participation. Any employee who is requested to appear at a grievance conference as a witness will be accorded the same right.
- 6.2.8 All documents, communications and records dealing with the processing of a grievance will be filed in the District Personnel Office in a separate and strictly confidential file for grievances.
- 6.2.9 All parties at each level shall take positions and respond to questions openly and honestly in a sincere effort to resolve the issue at the lowest possible level. Each party will make a good faith effort to conclude all issues, concerns and requested resolutions, which that party is aware of, at each step of the process.
- 6.2.10 No materials may be used against a bargaining unit member during an evaluation, disciplinary procedure, grievance or conflict resolution hearing unless the material has been previously read, signed and dated.

6.3 Preliminary Procedure

- 6.3.1 The grievant or the grievant's representative shall meet with the immediate administrator to discuss the potential grievance in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the grievant may proceed to the Formal Procedure. Either the grievant or the immediate administrator may have a conferee present at such a conference. Following the preliminary procedure the grievant and the immediate supervisor may mutually agree to proceed to Level II.

6.4 Formal Procedure

6.4.1 Level I

Within thirty (30) days of the occurrence, or within thirty (30) days of when the grievant could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the immediate administrator. The grievance shall contain a statement of the grievance, the circumstances involved and the specific article that was allegedly violated, the decision rendered at the preliminary conference, and the specific remedy sought. The immediate administrator shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the

administrator does not respond within the time limits, the grievant may appeal to the next level.

Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate administrator may have a conferee present at such a conference.

6.4.2 Level II

In the event the grievant is not satisfied with the decision at level I, or if no decision is communicated within the ten (10) day time limit, the grievant may appeal the decision to the Superintendent or designee within ten (10) days. This written appeal statement shall include a copy of the original grievance, the decision rendered at the previous level, and a statement of the reasons for the appeal. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent, or designee, may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a conferee present at such a conference. If a hearing is held at Level II, the Superintendent or designee shall be granted five (5) working days following the date of the hearing to render and present the decision. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

6.4.3 Level III

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been rendered within the applicable time limits, the grievant may, within ten (10) days after a written decision is rendered, or should have been rendered, request in writing, to the Association, that the Association submit the grievance to arbitration. A copy of such request shall be simultaneously served upon the Superintendent. The Association, by written notice to the Superintendent within ten (10) days after receipt of such request from the grievant, may elect to submit the grievance to arbitration.

6.4.4 Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the District received the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within ten (10) days, an arbitrator shall be selected from an approved list of arbitrators. Each party shall alternately strike a name until only one name remains. The arbitrator and the parties shall be bound by the applicable Voluntary Arbitration Rules of the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions and award. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

All costs for the services of the arbitrator including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. The grievant, Association designees and witnesses will be released without loss of pay. All other costs will be borne by the party incurring them.

- 6.4.5 The processing of a grievance beyond Level II shall constitute a clear and express election on the part of the grievant that the grievance/arbitration procedure is the exclusive remedy for resolving the issues contained in the grievance.

ARTICLE VII: LEAVES

7.1 Bereavement Leave

7.1.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the employee's immediate family or a person living within the household. (See Article IV - Definitions.)

7.1.2 Eligibility

An employee covered by this Agreement.

7.1.3 Procedure

Employees exercising this leave of absence provision shall notify their immediate administrator as soon as possible regarding the expected duration of the absence.

7.1.4 Requirements

An employee shall be granted up to three (3) days for bereavement purposes. If out-of-state or 300 miles travel from the District is required, two (2) additional days shall be allowed. If travel in excess of 1600 miles is required, two (2) additional days shall be allowed. An additional two (2) days will be provided in the event of the death of a parent, spouse, or child of the employee.

7.1.5 Compensation

All days of absence under the provisions of Bereavement Leave shall result in no loss of compensation to the employee. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article.

7.1.6 Return to Service Return to Service

7.1.6.1 Immediately upon return to active service, employees shall complete the appropriate absence form and submit it to their immediate administrator.

7.1.6.2 Employees shall provide, upon District request, additional verification of the use of these leave provisions.

7.2 Industrial Accident and Illness Leave

7.2.1 Purpose

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

7.2.2 Eligibility

An employee covered by this Agreement.

7.2.3 Procedure

An employee who has sustained a job-related injury or illness shall report the injury or illness on the appropriate district form to the immediate administrator or to the district business office as soon as physically practical. In order to qualify for Industrial Accident or Illness coverage, an employee claiming such leave shall be examined and treated (if necessary) by a physician approved by the District's Industrial Accident Insurance carrier, or by his/her personal physician according to amended labor code 4600.

7.2.4 Requirements

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

7.2.4.2 Allowable leave shall not be accumulated from year to year.

7.2.4.3 Industrial Accident or Illness Leave shall commence on the first day of absence.

7.2.4.4 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

7.2.4.5 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 for the same illness or injury.

- 7.2.4.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State.
- 7.2.4.7 During any industrial paid leave of absence, the employee may endorse to the District, the temporary disability indemnity checks received on account of his/her industrial accident or illness. The district, in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

7.2.5 Return to Service

An employee shall be permitted to return to service after an industrial accident or illness leave only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.

7.3 Judicial and Official Appearance Leave

7.3.1 Purpose

Judicial and Official Appearance Leave may be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction, subject to the restrictions imposed by Education Code Section 44036.

7.3.2 Eligibility

An employee covered by this Agreement.

7.3.3 Procedure

The employee seeking a Judicial and Official Appearance Leave shall submit a request accompanied by the official order for an approved absence to the immediate administrator. A request for Jury Duty shall be submitted not less than ten (10) days prior to the beginning date of the leave, when possible.

7.3.4 Requirements

An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

7.3.5 Compensation

An employee granted a Judicial and Official Appearance Leave under these provisions shall be granted District compensation which, when added to any jury fees, shall not exceed the employee's regular District compensation. Monies granted by the court system for travel pay shall not be figured in this computation.

7.3.6 Return to Service

7.3.6.1 Immediately upon return to active service, the employee shall complete the appropriate District form and submit it to the immediate administrator.

7.3.6.2 The employee shall provide, upon District request, additional verification of the use of these leave provisions. The employee shall have an obligation to report to work on any work day on which he/she has not been assigned jury duty.

7.4 Legislative Leave

7.4.1 Purpose

A leave of absence shall be granted employees who are elected to the California State Legislature.

7.4.2 Eligibility

An employee covered by this Agreement who has achieved permanent status within the District.

7.4.3 An employee elected to the California State Legislature may request a Legislative Leave of absence to fill the term of office. Said request shall be submitted not later than fifteen (15) days after being elected to office.

7.4.4 Requirements

During the term of Legislative Leave of absence, the employee may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon between the District and the employee on Legislative Leave.

7.4.5 Compensation

Except as provided above, an employee shall receive no District compensation while on Legislative Leave.

7.4.6 Return to Service

The employee shall, within six (6) months of the expiration of the term of office, be entitled to return to the position held at the time of election. If the position held at the time of election has been abolished at the time the employee is eligible to return to District service, reinstatement shall be made to a position for which the employee is certificated. Reinstatement shall be made at the salary to which the employee would have been entitled had Legislative Leave not been utilized.

7.5 Unpaid Personal Leave

7.5.1 Purpose

Any employee may request an Unpaid Personal Leave of Absence for any purpose.

7.5.2 Eligibility

7.5.2.1 Any permanent employee covered by this Agreement.

7.5.2.2 Any probationary or temporary employee covered by this Agreement when the requested Unpaid Personal Leave is for ten (10) or fewer days except when a second year probationary or second year temporary employee is requesting leave under the provisions of the federal Family and Medical Leave Act of 1993 (FMLA).

The duration of such leave shall be limited to twelve (12) work weeks in any twelve (12) month period, and shall be subject to the requirements of the Act.

7.5.3 Procedure

7.5.3.1 An employee seeking an approved Unpaid Personal Leave of absence shall submit a request, including the reasons and any supporting information related thereto and the duration of the length of the requested leave on a form provided by the District.

7.5.3.2 For personal absences of three (3) working days or less, the employee shall submit the request described herein to the Superintendent or designee, in sufficient time for a substitute to be arranged if necessary. The decision of the Superintendent or designee for approval or denial of these requests shall be final.

7.5.3.3 For personal absence in excess of three (3) working days, leave request shall be limited to the balance of the school semester, the balance of the school year, or a full school year. Exceptions to these limitations may be made upon recommendation of the Superintendent. The employee shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of

Education for approval or denial. An employee requesting such an extended Unpaid Personal Leave of Absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Education.

7.5.4 Compensation

Any Unpaid Personal Leave of Absence that may be granted under these provisions shall be without District compensation.

7.5.5 Fringe Benefits

An employee on an authorized Unpaid Personal Leave may continue the current insurance coverage, provided the employee pays the entire premiums on or before the due dates established by the District.

7.5.6 Return to Service

The employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certified. The District retains the right to assign all staff members; however, the desires of the employee shall be considered by the District. Written reasons for the school placement shall be provided to the employee. If at any time of reinstatement, an employee no longer has the credential authorization utilized at the time the leave was granted, the employee may be terminated by the District.

7.5.7 Notification of Return

When the Unpaid Personal Leave encompasses the second semester, the employee shall notify the District no later than April 1 of his/her plans for the ensuing year.

When the Unpaid Personal Leave ends at the close of the first semester, the employee shall notify the District of his/her plans for the second semester no later than November 15.

7.6 Personal Necessity Leave

7.6.1 Purpose

Personal Necessity leave may be utilized by the employee for circumstances that are serious in nature, which cannot reasonably be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

7.6.2 Eligibility

An employee of this unit who has sufficient unused sick leave credit.

7.6.3 Procedure - Prior Approval Required

Employees shall submit a request for Personal Necessity leave approval on a District-approved form to the immediate administrator normally not less than five (5) work days prior to the beginning date of the leave.

7.6.4 Procedure - Prior Approval Not Required

Prior approval shall not be required for the following reasons:

- a. Death or serious illness of a member of the employee's immediate family.
- b. Accident, involving person or property or the person or property of the employee's immediate family.

When prior approval is not required, the employee shall make every reasonable effort to notify administration prior to his/her absence, comply with District procedures designed to secure substitutes, and notify the immediate administrator of the expected duration of the absence.

7.6.5 Requirements

An employee may use not more than eight (8) days per year of accumulated Sick Leave for purposes of approved Personal Necessity Leave.

7.6.6 Compensation

An employee shall receive full compensation for not more than eight (8) days per year of approved Personal Necessity Leave.

7.6.7 Return to Service

7.6.7.1 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate administrator.

7.6.7.2 The employee shall provide, upon District request, additional verification of the use of these leave provisions.

7.7 Sick Leave

7.7.1 Purpose

The purpose of Sick Leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illnesses, injury, maternity disability, or quarantine.

7.7.2 Eligibility

An employee covered by this Agreement, working five (5) days per week for a full contract year of ten (10) months, shall be annually entitled to ten (10) days of

leave of absence for the purpose of Sick Leave utilization. An employee covered by this Agreement, working less or more than full-time under contract, shall be entitled to Sick Leave in the same ratio that his/her employment bears to full-time employment. By October 15 of each school year, the District shall notify each employee of the number of accumulative days of sick leave available.

7.7.3 Any member of the bargaining unit employed in Glendora Unified School District for twenty (20) years will receive a total of eleven (11) days of sick leave.

7.7.4 Procedure

An employee exercising this leave of absence provision shall notify the District of his/her need to be absent from service as soon as known but in no event later than reasonable notice necessary to secure substitute service. The notification described herein shall also include an estimate of the expected duration of the absence

7.7.4.1 The employee shall provide, upon District request, written verification from a health care provider of the use of these sick leave provisions.

7.7.5 Compensation

Any unused Sick Leave credit may be used by the employee for Sick Leave purposes without loss of compensation.

Upon exhaustion of all accumulated Sick Leave credit, an employee who continues to be absent for purposes of this article, shall receive 50% of his/her salary for a period not to exceed 100 work days. One (1) increment of 50% work pay for 100 days shall be allowed each year.

7.7.6 Return to Service

7.7.6.1 Upon return to active service, the employee shall complete the District absence form and submit it to the immediate administrator.

7.7.6.2 An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without detriment to the employee's physical and emotional well-being.

7.8 Sabbatical Leave

The Governing Board of the Glendora Unified School District recognizes the value of in-service training through the use of sabbatical leaves and encourages its certificated employees to make application as they become eligible for the leave.

7.8.1 Types of Sabbatical Leave

The application for sabbatical leave shall be for one full year or one full semester and must include a detailed outline for the purpose of the leave.

7.8.1.1 Study - the pursuance of a course of study at an institution approved by the Personnel Office. It shall be for the purpose of updating the employee's professional knowledge and skills.

7.8.1.2 Research - work on a project approved by the District.

7.8.1.3 Travel - a District approved travel program including a complete itinerary with a corresponding timetable and objectives. Sabbatical leave for travel shall be primarily to gain professional knowledge and skills. No unit requirements are connected with the sabbatical; however, the employee shall specify if he/she intends to take units in an institution of higher learning during the travel period. These units would be subject to approval by the District.

7.8.1.4 Other - any other project or experience which in the estimation of the Board will improve the future performance of the employee.

7.8.2 Performance of Services

7.8.2.1 The employee is only required to perform that which is agreed to in his/her approved application.

7.8.3 Application Procedure

7.8.3.1 An employee who has served the District for seven (7) years is eligible to apply for sabbatical leave.

7.8.3.2 The number of employees absent on sabbatical leave is determined by the Superintendent and the Board of Education.

7.8.3.3 All applications for sabbatical leave shall be submitted to the office of the personnel administrator no later than January 1 or, at the discretion of the Governing Board, at any time prior to the school year, or semester during which the proposed leave is granted. The Association shall be advised of the application at the time of submission.

7.8.3.4 The application shall contain an outline of the purpose of the plans for the sabbatical leave and shall be comprehensive enough to allow for proper consideration by the Board.

7.8.4 Selection Procedures

7.8.4.1 Applications for leave shall be evaluated by the Board.

- 7.8.4.2 Final approval shall be at the discretion of the Governing Board and based on the potential contribution of the employee to the benefit of the schools and pupils in the District.
- 7.8.4.3 Board action on all requests shall take place as soon as possible. If the leave is denied, a written explanation shall be sent to the applicant within ten (10) days of Board action.

7.8.5 Conditions of Sabbatical

- 7.8.5.1 A certificated employee on sabbatical leave for an entire school year or for one semester shall be paid 50 percent of the salary he/she would be earning had he/she not taken the leave.
- 7.8.5.2 Upon application for sabbatical leave, the employee agrees to return to service in the District for a term equal to twice the length of the sabbatical. With prior Board approval, the employee may delay his/her return.
- 7.8.5.3 The employee shall be required to furnish a suitable bond indemnifying the Governing Board against loss in the event that the employee fails to return to service in the District or that he/she fails to complete the service obligation.
- 7.8.5.4 In the event the employee cannot meet the requirements of the sabbatical leave because of illness or injury, the leave shall be terminated and the employee placed on sick leave. All provisions of the sick leave policy shall apply to the employee. The employee shall show cause of his/her inability to continue the sabbatical. In the event of the employee's death, no repayment of salary shall be required of his/her estate unless provided for in the bonding agreement.

7.8.6 Return from Sabbatical

- 7.8.6.1 The employee shall, within sixty (60) days following return to active service, submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:
 - Official transcripts of all completed coursework.
 - A complete travel itinerary if leave approved for travel.
 - Recommendation of how the sabbatical leave results may be shared with students and staff.
 - A complete file of all pertinent materials either developed or collected during the leave, and a recommendation for use within the District.
- 7.8.6.2 Failure to satisfactorily provide this report shall constitute a failure of leave condition and shall result in forfeit of all leave compensation.

- 7.8.6.3 Sabbatical leave shall count as experience on the salary schedule and shall apply toward retirement.
- 7.8.6.4 All approved academic credits earned by an employee on leave are applied, upon his/her return to full-time teaching, to his/her group classification on the salary schedule.
- 7.8.6.5 Prior to the approval of the leave the applicant and District management shall reach written agreement regarding the unit member's assignment upon return to service.
- 7.8.6.6 Fringe Benefits

During the period of the sabbatical the District shall continue to provide the fringe benefit coverage provided in Article XIII.

7.9 Exchange Teaching Leave

- 7.9.1 A permanent employee may upon prior approval of the Board be granted a fully paid leave of absence for a year if that employee is placed in another district to teach under a recognized Teacher Exchange Program.
- 7.9.2 All benefits and conditions of return as provided under Article 7.8.6.5 apply to this Article.

7.10 Catastrophic Leave

A certificated bargaining unit member with a minimum of twenty (20) days of accrued sick leave may donate up to ten (10) days per year of accumulated and unused sick leave to the District's certificated Catastrophic Leave Bank. Donated days are irrevocable and cannot be taken back by the donating member.

Days shall be donated to the bank and not to or for a specific employee and shall be withdrawn from the bank without regard to the daily rate of the Catastrophic Leave Bank participant.

Employees will be provided a catastrophic leave donation form at the beginning of each school year. If all days in the bank are used and a need still exists, employees may donate days throughout the school year.

Participation in the Catastrophic Leave bank is voluntary. Any regular certificated employee, not on a leave of absence, shall be eligible to participate. Donations of less than one day will not be accepted.

A catastrophic illness shall be defined as an illness or injury that is expected to incapacitate the employee or a member of the employee's immediate family for an extended period of time, requires the employee to take time off work for an extended period of time, and taking the time off work creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid time off. Maternity and/or child care leaves are not

considered catastrophic unless they fall into the above definition. "Immediate family" shall be defined per Article 3.4 of the Negotiated Agreement between the District and GTA.

A person may request catastrophic leave days as follows:

- The employee or immediate family member has suffered a life-threatening or catastrophic illness and has exhausted all paid leaves.
- Each request shall be made at a maximum of twenty (20) day increments. An employee will not be allowed more than fifty (50) full days or 100 one-half days of catastrophic leave per year. All requests shall be in full days; no partial days shall be allowed.
- The employee shall provide verification from a medical doctor upon request for the need to use days from the catastrophic leave bank.
- The employee must have exhausted all accrued paid leave credit.

The use of catastrophic leave days shall be used in conjunction with disability pay of 50% for 100 days. During these 100 days, only 50% of a day will be deducted from the bank for each day of the employee's absence.

ARTICLE VIII: SAFETY

- 8.1 The District shall provide a communications system, which allows an employee to contact the school office during the school day and #911 or the alarm company at any time afterwards.
- 8.2 The District shall have an affirmative duty to provide a safe employment environment for members of the unit. For the purpose of this section "safe employment environment" shall refer to those conditions affecting the physical well-being of the employee. Members of the unit shall not be required to work under unsafe conditions or to perform tasks which endanger their physical health or safety.
- 8.3 The District shall have an affirmative duty to be responsive to, and investigate causes of, teacher stress over which the District has control so that appropriate remedies may be implemented when feasible.
- 8.4 Any tortious act (an act for which a civil suit, other than a breach of contract, may be brought) or criminal act directed toward a member of the unit at any time or any place which is related to school activity or school attendance shall be reported by the employee to the employee's immediate supervisor. The employer shall investigate or cause an investigation and take affirmative action when appropriate.
- 8.5 A member of the unit may suspend, from class, a student for the day of the suspension and the day following, for good cause. The member of the unit shall report the suspension to the principal and send the student to the principal for appropriate action. "Good cause" is limited to the offenses enumerated in the Education Code.

A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the use of corporal punishment and the rights of the suspended student, shall be presented to each member of the unit in writing on or before the first teaching day of each school year.

- 8.6 The District shall support teachers who use reasonable judgment in the application of force to protect themselves and students in emergency situations.
- 8.7 Tobacco Free Schools/Smoking (effective 9/1/94)
- 8.7.1 The use of tobacco products including smokeless tobacco on District property is prohibited.
- 8.7.2 Signs, appropriate for the facility, shall be posted indicating a tobacco-free area.
- 8.7.3 Site and department managers shall ensure that all employees have a tobacco-free environment.
- 8.7.4 The District shall provide, upon request, a list of clinics and community resources which offer assistance to those individual who wish to stop using tobacco products.
- 8.7.5 Employees who use tobacco on school campuses, at facilities of the District, or at school-related activities shall be subject to disciplinary action, as provided elsewhere in board policy, state law and collective bargaining agreements. Management shall have the responsibility of enforcing these provisions.
- 8.7.6 There shall be no exempt groups such as community organizations using school facilities during non-school hours.

ARTICLE IX: TRANSFER

9.1 Definitions

- 9.1.1 A transfer is the movement of a member of the unit from one school site or facility to another school site or facility.

A voluntary transfer is a transfer initiated by a member of the unit.

An involuntary transfer is a transfer initiated by the Superintendent or designee.

- 9.1.2 A reassignment is the relocation of personnel between departments, grade levels or subject areas, and between schools in the case of traveling employees.

A voluntary reassignment is a reassignment initiated by a member of the unit.

An involuntary reassignment is a reassignment initiated by the Superintendent or designee.

9.2 Posting and Notification

- 9.2.1 The District shall notify unit members of all vacant positions by posting on the District's Job Line and Website and shall send a copy of each notice to the Association President and the Executive Director. Effective June 2002, hard copies announcing vacant positions will no longer be mailed to unit members.

- 9.2.2 Each Vacancy Notice shall include a brief description of the position, the required credentials, and other required qualifications.
- 9.2.3 Each Vacancy Notice shall include the deadline date for applying for the position. The deadline date shall not be less than ten (10) calendar days from the date of distribution.
- 9.2.4 At the discretion of the District vacant positions may also be flown outside the District. These vacancy notices shall contain the same requirements as those posted within the District.

9.3 Criteria for Transfer

- 9.3.1 Any advertising of a notification of a position outside of the District shall include the same information as contained in the notice distributed inside the District and any candidate employed to fill such positions must meet all specified credentials and qualifications required.
- 9.3.2 Prior to the start of each school year the District will canvas all members of the unit to determine whether or not an individual would wish to transfer to another school site or facility within the District. The District shall notify members of the unit requesting transfer of all opportunities as they occur.

9.4 Criteria for Voluntary and Involuntary Transfers

The following criteria shall be used in determining which member of the unit may be transferred when two or more members of the unit apply for transfer to the same vacancy in a case of voluntary transfer, or when establishing the rationale for selection of the member of the unit to be transferred in the case of involuntary transfer:

- 9.4.1 The clear and compelling needs for the efficient operation of the District.
- 9.4.2 The credentials held by the respective member of the unit in relation to the requirements of the vacant position.
- 9.4.3 The qualifications of the unit member and the necessary or desirable qualifications of the positions as listed in the vacancy announcement.
- 9.4.4 The expressed preference of the member of the unit when more than one opportunity does or may exist.

9.5 Seniority

- 9.5.1 The length of service in the District of the employee shall be controlling when other criteria defined above are substantially equal. In such case, the member of the unit with the highest seniority shall be the member voluntarily transferred, and the member of the unit with the lowest seniority shall be the person involuntarily transferred.

9.6 Involuntary Transfer

- 9.6.1 The District shall not involuntarily transfer a unit member for arbitrary, capricious, punitive, or disciplinary reasons or without just cause and providing due process to the unit member.
- 9.6.2 Unit members who have been involuntarily transferred from a school or position because of reduction in programs or services shall retain preferential right to return to that position or school if a vacancy should occur for which that unit member is qualified.

9.7 Criteria for Reassignment

- 9.7.1 Prior to the end of each school year the principal of each school shall survey his/her staff to determine whether or not individual unit members wish a change in assignment for the following year. As opportunities emerge, the principal will give consideration to those unit members who have requested a change in assignment.
- 9.7.2 In making his/her determination the principal will take into account the following criteria:
- a. The evident needs for the efficient operation of the school.
 - b. Title VII, Title IX, and other legal mandates and goals.
 - c. The balancing of student/teacher ratios and the number and reduction of instructional preparations.
 - d. The qualifications of the unit member and the necessary or desirable qualifications of the position.
 - e. The desires of the individual unit members.
 - f. The need to provide new experiences for unit members in order to enhance the long range program of the school and the district.
- 9.7.3 The length of service in the district of the employee shall be controlling when other criteria defined above are substantially equal. In such case, the member of the unit with the highest seniority shall be the member voluntarily reassigned, and the member of the unit with the lowest seniority shall be the person involuntarily reassigned.

ARTICLE X: PROFESSIONAL DUES

- 10.1 Any unit member who is a member of the Glendora Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.
- 10.2 With respect to all sums deducted by the District pursuant to Sections 10.1 above, the District agrees promptly to remit such monies 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.

- 10.3 The Association shall indemnify, defend, and save the District, its officers, administrators, and agents harmless against any and all claims, demands, suits or other forms of liability that shall arise out of this Article, or by reason of action taken or not taken by the District, its officers, administrators, and agents for the purpose of complying with any of the provisions of this Article. The Association shall have the exclusive right to decide and determine whether any action or proceeding against the District shall or shall not be compromised, resisted, defended, tried or appealed. If the Association determines not to defend the District against such action, the District shall not be required to fulfill the requirements of this Article for the employee involved.
- 10.4 The District shall not be obligated to implement any new Association monthly dues deductions until the pay period commencing forty-five (45) workdays or more after such submission.

ARTICLE XI: EVALUATION

- 11.1 The District retains sole responsibility for the evaluation and assessment of the performance of each bargaining unit member. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria arrived at under section 11.6.5; nor shall a grievance challenge the judgment of the evaluator, except that the evaluation must reasonably relate to objectives and to the standards and/or the criteria established. While, in the event a grievance under this Article should proceed to arbitration, the arbitrator shall not be allowed to substitute his or her conclusions for those of the evaluator, a determination can be made whether or not the objectives, standards and criteria were arbitrary and/or capricious and whether or not the evaluation reasonably relates to those objectives, standards and criteria.
- 11.2 Orientation materials related to the District's system of performance evaluation shall be provided to employees.
- 11.3 The evaluator shall prepare a written district evaluation form of employee performance and transmit the evaluation to said employee no later than May 15 (or the Monday following this date if it falls on a weekend) of the evaluation year. Permanent employees normally shall be evaluated once every other year (unless being evaluated under the five year evaluation cycle below); non-tenured employees shall be evaluated at least once each year with the following exception: when a temporary teacher has completed two calendar years of teaching in a GUSD job share assignment with satisfactory evaluations each year, the teacher may, by mutual agreement between the teacher and supervising administrator, be evaluated every other year.

11.4 Five year Evaluation Cycle.

- 11.4.1 Permanent employees who have been in the District for 10 years and have received continuous satisfactory evaluations shall normally be evaluated every five (5) years and meet the following criteria:
- a. Are designated as a Highly Qualified Teacher;
 - b. Have ten (10) or more consecutive years of experience with Glendora Unified School District;
 - c. Must have received a satisfactory on their most recent evaluation;
 - d. The evaluator and bargaining unit member must mutually agree to participate in a five year cycle.
- 11.4.2 The bargaining unit member must receive written notification on or before May 15th on a District provided form of the administrator's intent to evaluate the bargaining unit member the following year.
- 11.4.3 Any bargaining unit member may return to the two-year evaluation cycle by notifying the site administrator in writing on a form provided by the District on or before May 15th of the year prior to the evaluation year.
- 11.4.4 Upon receiving a less than satisfactory evaluation, the bargaining unit member will be evaluated on an annual basis until they receive a satisfactory evaluation. Such an evaluation shall be accompanied by an improvement plan.
- 11.4.5 Upon mutual agreement between the site administrator and the bargaining unit member, a bargaining unit member may return to a five year evaluation cycle provided that he/she has received a satisfactory evaluation rating at the time of the previous evaluation.
- 11.4.6 Interrupted Evaluations: In the event that the evaluation process of a permanent bargaining unit member is interrupted due to illness, accident, or injury to the bargaining unit member for more than 50% of the available teaching days, the evaluation shall be continued into the next school year.
- 11.4.7 An evaluation cycle can not extend beyond five consecutive calendar years due to an unpaid leave of absence.

- 11.5 The member of the unit shall have the right to initiate a written reaction or response to the evaluation. At the employee's request, such response shall become a permanent attachment to the evaluation in the official personnel file. Prior to the end of the teaching year a meeting shall be held between the evaluator and the member of the unit to discuss the evaluation.

11.6 Procedures

- 11.6.1 No later than October 1 of each year (or the Monday following this date if it falls on a weekend) each member of the unit shall present his/her goals and objectives for the year to the evaluator on the form provided by the District. These goals and objectives will reference the following California Standards for the Teaching Profession (CSTP) as appropriate:
- Standard 1: Engaging and Supporting All Students in Learning
 - Standard 2: Creating and Maintaining Effective Environment for Student Learning
 - Standard 3: Understanding and Organizing Subject Matter for Student Learning
 - Standard 4: Planning Instruction and Designing Learning Experiences for All Students
 - Standard 5: Assessing Student Learning
 - Standard 6: Developing as a Professional Educator.
- 11.6.2 No later than October 15 of each year (or the Monday following this date if it falls on a weekend) the evaluatee will confer with the evaluator to discuss the goals and objectives formulated by the evaluatee and referenced CSTP.
- 11.6.3 The evaluator and evaluatee shall attempt to mutually agree on the goals and objectives and referenced CSTP presented by the evaluatee. In the event of disagreement the evaluator shall determine the actual goals and objectives to be achieved and CSTP to be referenced. If a member of the unit cannot concur in this determination, he/she shall so advise the immediate supervisor of the evaluator who shall then confer with both the evaluator and the evaluatee and make a final determination. The unit member may attach to the final determination his/her disagreement with the goals and objectives to be achieved and CSTP to be referenced.
- 11.6.4 When requested by the member of the unit or the evaluator, modifications or additions to the initial written statements of objectives can be made. In the event the evaluator and the member of the unit cannot come to agreement as to what should constitute said modifications or additions, the procedure outlined in section 11.6.3 shall be followed.
- 11.6.5 The criteria to be used by the evaluator and the evaluatee in establishing objectives shall be as follows:
- 11.6.5.1 The objective is worthy, realistic, financially feasible and consistent with District goals and CSTP.
 - 11.6.5.2 The objective is a description of a desired future state.
 - 11.6.5.3 A method for the measurement of the objective is specified.

11.6.5.4 The degree of success expected is specified.

11.6.6 The evaluator shall hold one or more conferences with any employee about whom he/she has concerns to discuss the employee's progress toward attainment of established goals and objectives with referenced CSTP. The evaluator will aid this evaluatee by making specific verbal suggestions to improve performance and will assist in the implementation of such suggestions. A copy shall be provided to the evaluatee. The employee shall sign acknowledging that he/she has read the document. Such signature does not indicate agreement with the contents. In instances where written suggestions are used, the evaluatee shall have the opportunity to sign and make a rebuttal attachment.

11.7 Deviation from the evaluation forms revised for use beginning September 2004 may be made only after mutual agreement is reached with the Association representatives.

11.8 Academic Freedom

Academic freedom shall be guaranteed to teachers in the study, investigation, presentation and interpretation of any facts and/or ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, and the laws of the State of California.

11.9 Personal Freedom

The employer is not concerned with the personal life of any member of the unit unless it prevents the member from performing the member's assigned functions. The employee is entitled to full constitutional rights of citizenship and the member's religious or political activities are not grounds for discipline or discrimination with respect to the member's professional employment as long as he/she does not violate any local, state or federal law.

11.10 Observation

Members of the unit may be officially or unofficially observed by Management/ Supervisory personnel at any time during the performance of their job related obligations. Parents or guardians of students may unofficially observe classrooms at a time mutually agreeable to the member of the unit and the parent or guardian. Teacher observations that are intended to benefit the observer (i.e., college student, etc.) may not be done without the advance permission of the member of the unit.

11.11 Members of the unit shall have the right to accept or reject the role of Master Teacher in a Board approved College or University related student teacher program. Any remuneration afforded the teacher shall be as the result of an agreement between the Master Teacher and the College or University.

ARTICLE XII: PERSONNEL FILES

- 12.1 The official permanent personnel file for bargaining unit members shall be located at the District office. The site file shall be maintained and housed in the office of the immediate administrator. This site file shall contain material no older than four (4) years.
- 12.2 Derogatory material shall not be placed in the bargaining unit member's official personnel or site file unless the person filing the material has signed and dated same and the bargaining unit member has signed and been given an opportunity to read the material and attach a rebuttal. The bargaining unit member shall sign and date a statement on the document acknowledging that he/she has read same and such signature does not indicate agreement with the contents. The bargaining unit member shall receive a copy of such material.
- Materials in the official personnel file shall be kept in accordance with Title 5, Sect. 16023 (C) (1) (B).
- 12.2.1 Material of a derogatory nature shall not become final unless:
- 12.2.1.1 the time line for filing a grievance has lapsed, or;
 - 12.2.1.1 the derogatory material has been sustained by the grievance process.
- 12.2.2 Derogatory material specifically identified as verbal warning and written warning pursuant to Section 25.3a and b, may be placed in the site file and the placement of such material may not be challenged through the grievance procedure.
- 12.3 If materials (other than derogatory) are placed in the bargaining unit member's official personnel file, said placement must occur by the end of the current evaluation period and be made available to the bargaining unit member for inspection prior to placement in the official personnel file except as follows:
- a. References, evaluations, and other records obtained from outside the District prior to employment.
 - b. Information obtained from within the District dealing with promotional examinations.
- 12.4 Bargaining unit members or their representatives as authorized in 12.8 may review upon request and receive copies of their site and official files, except as provided under Section 12.3 of this Article.
- 12.5 A copy of such material will be made available to the bargaining unit member upon request, at cost.
- 12.6 Requests to inspect one's site or official personnel file shall be honored at any time during office hours but outside the time that the bargaining unit member has officially assigned duties.
- 12.7 The contents of all bargaining unit member site or official personnel files shall be kept in strictest confidence.

- 12.8 Written authorization by the bargaining unit member shall be required prior to any review of the bargaining unit member's site or official personnel file by a Representative of the bargaining unit member.

ARTICLE XIII: FRINGE BENEFITS

- 13.1 A member of the unit on an unpaid leave of absence may participate at the member's option and expense, in any of the health, life, dental, or vision plans during the duration of the leave.
- 13.2 Part time members of the Unit working 50% or more of the school day on a contract basis may participate in the District provided fringe benefit program selecting the programs of their choice. The district shall contribute a pro rata share of the then current district contribution towards the coverage selected.
- 13.3 Fringe benefit coverage shall be extended to September 30, following the school year in which an employee (including temporary teachers) who has worked one (1) full year or more, resigns, retires, is on unpaid leave, or terminates for any reason.
- 13.4 In the event the District and/or the Association propose(s) to change insurance carrier(s), the proposed carrier(s) and the specifications for coverage shall be submitted to a mutually agreed to independent insurance consultant for evaluation and recommendation as to comparability of benefits and service to that of the present carriers. If the recommendation of the consultant is mutually accepted by the District and the Association, the District shall implement the plan. The Association shall be permitted to provide data to the consultant during the evaluation process. The cost(s) of the consultant shall be borne by the District. The utilization of this process shall result in the maintenance of substantially equivalent benefits as determined by the consultant.
- 13.5 District Paid Insurance Premiums for Retirees - See Article 17
- 13.6 Medicare Coverage
- 13.6.1 Optional Medicare deduction coverage will be provided for certificated employees who were members of the State Teachers Retirement System on March 31, 1986, and who have maintained continuous employment since that date. The cost to employees is 1.45% of gross pay and the cost to the District is 1.45% of the gross pay of all participants. The cost to the District is estimated at \$30,000 to \$40,000 annually.
- 13.6.1 The processing time to obtain coverage may take from twelve (12) to eighteen (18) months. The effective date of coverage will be the date the request is approved by the Federal Government.

ARTICLE XIV: MEMBERS PROPERTY COVERAGE

- 14.1 Members of the unit shall be reimbursed by the District for damaged or destroyed personal property being used for the benefit of the District subject to the following limitations.

- 14.1.1 Personal Items, (such as clothing, eye glasses, etc.) that have been damaged or destroyed in the performance of duty may be paid for by the employer to a maximum of \$100 per occurrence. This limit may be exceeded with the approval of the Superintendent or designee. Proof of loss/damage shall be required. Any money recovered through insurance shall be deducted from the amount due.
- 14.1.2 Personal equipment and/or material, in order to be covered requires prior registration with the principal, who shall determine whether or not the equipment or material will be covered under this article and immediately so advise the member of the unit. The member of the unit must have taken proper precautions to safeguard the equipment and/or material from loss or damage. Items valued at more than \$50 must be kept under lock and key after school hours. Proof of loss shall be required. Loss under this section is limited to \$200 per occurrence. This limit may be exceeded with the approval of the Superintendent or designee. Any money recovered through insurance shall be deducted from the amount due.
- 14.1.3 Cars or items left in locked or unlocked cars, or items not properly secured, or items that are lost or damaged through negligence of the employee are not covered under this section.

ARTICLE XV: SALARY

- 15.1 Bargaining unit members shall be compensated according to the Salary Schedule in Appendix A. Salary contingency language is located at the end of Appendix A.

ARTICLE XVI: COMPLAINTS

- 16.1 Definition

A complaint is defined as an expressed concern that does or may adversely influence the evaluation or the working conditions of the member of the unit.

- 16.2 When there are no legal implications, a complaint regarding a member of the unit made to any administrator by anyone other than a student shall be referred directly to the member of the unit by the administrator for clarification and possible resolution of the complaint. If a complaint is brought to the administrator, they will notify the member about the complaint as soon as possible, but no later than five days (as defined in Article 6.1.4). The member of the unit shall attend a meeting for this purpose upon request. If the member of the unit requests another unit member or administrator to attend this meeting, the complainant shall also have this right. For the purposes of this section, a telephone contact between the parties may constitute a meeting.
- 16.3 If the problem cannot be brought to resolution at the initial meeting or if the complainant refuses to meet with the member of the unit, the complainant who wishes to carry the matter forward must present the complaint in writing to the employee's principal who shall present a copy of the complaint to the unit member. The unit member then has the option to prepare responsive comments in order to share their perspective on the issue with administration.

- 16.4 It is the intention of this section to allow a member of the unit the opportunity to resolve issues at the most informal level. It is not intended to interfere with the responsibility of Administration to carry out its duty and obligation.
- 16.5 Except when legally required, all information and proceedings regarding any complaint shall be kept confidential by the District.

ARTICLE XVII: RETIREMENT

17.1 Early Retirement Plan I

17.1.1 It is the intent of the Board of Education to provide opportunities for early retirement to qualified certificated employees. Regulations governing the Early Retirement Incentive Program shall provide benefits to both the employee and the school district.

17.1.2 Eligibility

17.1.2.1 To be considered for Early Retirement Incentive Program, the eligible employee must initiate a request. The employee must:

- a. Have completed ten (10) years of satisfactory service in the Glendora Unified School District by June 30 of the year in which application is made;
- b. Be placed on the salary schedule at Column III Step 10 or higher;
- c. Agree to serve from 5 to 20 days per year in activities mutually agreed to by the employee and the school district. A day means 6 hours, 20 minutes exclusive of the lunch period. Such activities, by definition, shall be in the best interest of the District;
- d. Agree to sign a contract for a period of five (5) years.
- e. Have received approval by the Board of Education or designee for the employee's written proposal.

17.1.3 Compensation

17.1.3.1 Employees signing contracts will be compensated as follows:

- a. The retiree shall be allowed to maintain all or part of the District's current fringe benefit programs. The District shall pay eighty (80) percent of each year's current district contribution. (Unit members who have been in the District for thirty (30) or more years will receive 90% paid by the District.) If during the 5-year period, the retiree reaches Medicare age, the District will reimburse the retiree for the cost of Medicare B for the remaining months. Any retiree who completes the five (5) year contract prior to age 65 may continue to participate in the District health insurance plan until he/she is 65 years of age or is eligible for Medicare. (See BP 4145.2 for requirements).
- b. The District shall contribute to the health carrier of the retiree's

choice the amount currently paid for retiree medical coverage. This amount shall only be paid if the retiree cannot participate in a district health plan due to geographic location.

- c. The retiree shall be paid \$300 per day for the agreed-upon number of days. This provision is not retroactive and will not affect the remuneration of retirees already on early retirement.

17.1.4 Procedure

- 17.1.4.1 The eligible employee must submit a written proposal for entry into the program. The proposal will be submitted to the Superintendent or designee for consideration and is subject to acceptance and approval by the Board of Education.

17.1.5 Employment Status

- 17.1.5.1 Retirees under Early Retirement Incentive Programs are considered independent contractors and not employees.

17.2 Retirement Plan II

- a. The District shall provide each year's current district contribution towards the payment of medical, dental, and vision insurance premiums for eligible retired employees. This contribution shall cease 10 years after the employee's date of retirement or when the employee is eligible for Medicare.
- b. The District shall contribute to the fringe benefit carrier of the retiree's choice the amount currently paid for retiree fringe benefits coverage. This amount shall only be paid if the retiree cannot participate in a District health plan due to geographic location.
- c. The District guarantees this level of coverage for employee, spouse and family for the terms of the above plan.
- d. Eligible employees are members of the unit who have fully retired under the provisions of the State Teacher Retirements System (either service or disability retirement) and served the District full time for fifteen (15) years.
- e. An approved District leave of absence shall constitute a year of service for the purpose of eligibility. This plan may be used in lieu of Early Retirement Plan I, but a retiree may not use both plans.

17.3 Retirement Plan III

For any employee who, after having served the District full time for a minimum of 15 years and who has accumulated a minimum of 175 sick days, retirees under the provisions of Retirement Plan II, the District will reimburse the retiree for the retiree's cost of Medicare part B (capped at \$125 per month) for two years after the cessation of benefits provided to the retiree under Retirement Plan II.

17.4 Early Retirement Plan IV

An employee, who has served the District for 25 or more years and who signs the “intention to retire form” at least one year prior to retirement, may work at 3/5th work load and the District will pay 100% of the District’s portion.

17.5 Retirement Plan V - Golden Handshake

(Cancelled by State, Article being held for possible future negotiation. Please refer to the June 30, 2016 contract).

ARTICLE XVIII: TEACHER TRAVEL

18.1 All members of the bargaining unit who agree to use their own automobile in the performance of duties authorized in advance by their supervisor shall be reimbursed for all such travel at the then current District approved rate.

ARTICLE XIX: CONSULTATION

19.1 Definition

Consultation involves the expression of views by both parties on a given subject and does not require that agreement be reached or that concession be made by either party.

19.2 Each party shall, upon request, consult on items of mutual interest at a mutually agreed upon time and date. The results of this consultation shall be given good faith consideration by both parties.

19.3 It is the responsibility of each party to be responsive when consultation on any item is requested. Failure to respond in a timely fashion will negate the responsibility of the other party to consult on that item. If this occurs, then the lack of consultation may not be used by either party in an effort to forestall action by the other party.

ARTICLE XX: ASSOCIATION RIGHTS

20.1 Access

Authorized Association representative shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business. In accordance with Board policy, visitors arriving at a school site must announce their presence to the principal, indicating the purpose of their visit. Contacts with unit members at the site are normally limited to non-classroom teaching hours. Exceptions to this rule may be made by mutual agreement with the Superintendent, his/her designee, or a building administrator.

20.2 Distribution and Posting of Materials

The Association may distribute organizational literature on District property. The Association shall have the right to post notices of Association concern on bulletin boards, at least one of which shall be maintained by the Association in each work location in an area frequented by unit members. Posted material must be dated and must identify the person and organization responsible for its promulgation.

20.3 Use of Site Mail Boxes

The Association shall have reasonable use of the internal school mail system to distribute organizational material. It shall provide to the Superintendent, at the time of distribution, a complete copy of the material to be deposited in school mail boxes.

20.4 Released Time

The Association President, the Association Executive Director or their designees, shall be granted reasonable (per past practice) amount of released time each year in order to conduct official Association business. This release time shall be defined as two hours per day, per person, per each school year, as needed. The dates and times to be used for this purpose will be mutually agreed upon by the Association President and /or Executive Director and the Superintendent/ designee. This section is not intended to preclude, but is in addition to, the use of released time for local, state, and national meetings and conferences.

ARTICLE XXI: DISTRICT RIGHTS

21.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control, to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational opportunities for students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

21.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent of such specific and express terms of this Agreement and by the rights of the Association under the law, and then only to the extent such specific and express terms are in conformance with the law.

- 21.3 The parties agree that District rights are those which are outside this contract and as such are not grievable unless the grievance is based upon an allegation that the exercise of those District rights are in violation of one or more rights of the Association or unit members.
- 21.4 None of the above is intended, nor shall it be interpreted, to deprive or diminish any rights of the Unit members or the Association prescribed in this agreement or by statute.

ARTICLE XXII: CONCERTED ACTIVITIES

- 22.1 The Association and the District recognizes the duty and obligation of their representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees and management to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 22.2 In the event that an impasse is reached in the negotiations process, this clause shall remain in effect only until all impasse procedures have been exhausted.

ARTICLE XXIII: MISCELLANEOUS

- 23.1 Any individual contract between the District and an individual teacher hereinafter executed shall be subject to and consistent with the terms and conditions of this agreement.
- 23.2 Rights to Materials
- 23.2.1 Creative Development based on an employee's own idea and on his/her own time while not under District supervision or assignment.
- A copyright or patent may be secured by the District employee in his/her own name. Where the time, effort, and expense of the creative development are clearly and substantially those of a District employee, such District employee may apply for a copyright or patent exclusively in his/her own name and at his/her own expense.
- 23.2.2 Creative Development based on the cooperative efforts and ideas of a group of District employees on their own time while not under District supervision or assignment.
- A copyright or patent may be secured by a group of District employees in their own name. Where the time, effort, and expense of the creative development are clearly and substantially those of a group of District employees, such group may apply for a copyright or patent exclusively in their own name at their own expense.
- 23.2.3 Copyright or Patent by District in Its Own Name
- Where the creative development was accomplished by a District employee, or a group of District employees, under District assignment and administrative supervision, and the cost of the development was borne by the District, the District may apply for a copyright or patent in its name for such writing or thing.

At the request of a member or group of members the employer may release its copyright and/or patent right.

23.3 New Employee Orientation- AB 119

1. Definitions

- a. Definition of a Newly Hired Employee: “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by GTA. For those latter employees, for purposes of this agreement only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the GTA unit.
- b. Definition of New Employee Orientation: “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. New Employee Orientation

The District shall provide GTA access to its new employee orientations.

GTA, as the exclusive representative, shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. The District will contact the GTA President (or their designee) in order to schedule the aforementioned orientation.

The designation of the date, meeting logistics, and employee notice will be administered together between the exclusive representative designee and the appropriate District administrator. New employee orientations will be held during work hours and all new employees who have been invited will be required to attend.

The GTA President (or their designee) and two additional GTA Executive Board Members and/or a CTA staff member will participate in the orientation in order to provide new district employees with the benefits of becoming a bargaining unit member.

During GTA’s portion of the orientation session, no District manager or supervisor or non-unit employee shall be present unless mutually agreed upon by the District and GTA. GTA will have access to audio/visual equipment for this presentation.

3. Release Time

Up to three GTA Executive Board Members (or their designees) will receive release time for purposes of attending this portion of the meeting, which will last up to ninety minutes. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

4. Employee Information

Also, in order to meet the additional requirements of AB 119, the District will provide the GTA President (or their designee) the following employee information;

The name and contact information (including name, job title, date of hire, department, work location, home and personal cellular telephone numbers, personal email addresses on file with the District, home address of the new hire, and the employer identification number) of each new hire on the last workday of each month.

A list of all bargaining unit members' names and contact information on the last working day of September, January, and May.

This information will be provided electronically whenever possible.

GTA shall maintain the privacy of the employees' information.

ARTICLE XXIV: EMPLOYMENT SECURITY

24.1 Reduction in Force and Reemployment Rights

24.1.1 The provisions of this article shall describe unit member rights and benefits as well as district obligations, which are in addition to E. C. Section 44955, and related Education Code Sections.

24.1.2 Both parties agree that it is to their mutual benefit to continue to work cooperatively to develop innovative personnel practices which may work to eliminate or minimize possible future layoffs created by the enrollment decline within the District.

24.1.3 The Association and District understand the legal provisions of the Education Code regarding reduction-in-force. Nothing contained herein shall be construed to impede or restrict the right of unit members in the District's implementation of said legal provisions.

24.1.4 The District and the Association agree that all Education Code procedural requirements and provisions for lay off of unit members as well as the provisions of this article shall be observed if the District determines that reductions in force are necessary.

- 24.1.5 Prior to the issuance of any layoff notices, the District shall notify the Association of its intent to lay off bargaining unit members. Concurrent with such notification, the District shall attempt to provide the Association with the following information if available:
- a. The number of unit members anticipated in the layoff.
 - b. A list of all certificated employees ordered by seniority.
 - c. A list of all temporary employees performing bargaining unit work.
 - d. A list of all program and curriculum changes contemplated as a result of the anticipated layoffs.
 - e. A list of all certificated employees who have announced their resignation or retirement, or have been granted a leave of absence from the District.
- 24.1.6 For those employees who have the same day of first service the criteria for prioritization shall be determined by the District based upon the needs of the District and the students thereof. Upon the request of any employee whose order of termination is so determined, the District shall furnish in writing within five days of such request, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group.
- 24.1.7 The District shall provide the benefits of Article 13 (Fringe Benefit Coverage) for unit members who are laid off through September 30 of the school year following the layoff.
- 24.1.8 Laid off unit members may, at their own expense, continue to purchase medical and dental coverage of the year of the reduction.
- 24.1.9 The District shall compensate any permanent (tenured) unit member who has been laid off in accordance with a reduction-in-force action at his/her daily rate of pay should he/she be used in a substitute capacity.
- These former unit members shall be called for substitute service for a period not to exceed 39 months from date of termination in an order based upon seniority in the District in accordance with provisions of Education Code 44956
- 24.1.10 The District shall compensate any probationary unit member who has been laid off in accordance with a reduction in force action at the standard district substitute rate of pay. These former unit members shall be called for substitute service in an order based upon seniority in the District but after the former employees in "24.1.9" (above) for a period not to exceed 24 months from date of termination in accordance with Education Code 44957.

- 24.1.11 When reemployment opportunities exist, the District is obligated to make a reasonable effort to contact the eligible former employee(s) prior to seeking other eligible candidates.
- a. When the employment opportunity is for a day-to-day or short term substitute position "reasonable effort" shall mean a telephone call to the last known telephone number of the former employee.
 - b. When the employment opportunity is for one semester or more, "reasonable effort" shall mean the sending of a registered letter of notification to the last known address of the former employee.
- 24.1.12 Employees given a March 15 notice of intended non-reemployment shall be entitled to five (5) days of paid leave for purposes of job interviews with other prospective employers. Such employee shall be required to use any available personal necessity leave to apply to all or part of the five (5) days.
- 24.1.13 The District shall assist any unit member who is laid off in obtaining information regarding any employment benefit to which he/she is entitled.
- 24.1.14 The District and the Association agree that any alleged violation of this article shall be reviewable through the grievance procedure (Article VI) except that any alleged violation of the Education Code provisions shall be reviewable through existing administrative hearing or legal procedures in lieu of the provisions of Article VI.
- 24.1.15 The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction-in-force actions, and effects related thereto upon the employees who are given notice of non-reemployment even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement. However, the Association retains the right to negotiate the effect of such reduction in force, if any, on other employees.

ARTICLE XXV: JUST CAUSE and DUE PROCESS RIGHTS

- 25.1 The Association recognizes that the District has the right and responsibility to take appropriate action when there are instances of unprofessional conduct or violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the Glendora Unified School District, or by reasonable school level administrative rules, or by the requirements of the negotiated agreement.

- 25.2 In exercising this responsibility the District agrees to use progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably requires immediate action by the District. In all instances the severity of the punishment must relate to the severity of the offense. In all instances discipline shall be for just cause and members of the unit shall be provided the protection of procedural due process.
- 25.3 Progressive discipline shall include the following:
- a. Verbal warning. Verbal warnings shall not be used unless the unit member has first been made aware of the performance standard.
 - b. Written warning. Written warnings shall not be used unless the member of the unit has been verbally warned about related actions within the last twelve (12) months. Written warnings shall not be placed in the unit member's personnel file.
 - c. Written reprimand. Written reprimands shall not be used unless the member of the unit has received a written warning about related actions within the last twelve (12) months. The member of the unit shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.
 - d. Suspension. Suspension will not be used unless the member of the unit has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member shall be suspended more than ten (10) working days during a school year. In all instances, however, the length of the suspension shall relate to the severity of the action and suspension history of the member of the unit.
 - e. At the written reprimand and suspension levels the unit member shall be notified in writing of his/her right to appeal the decision to the Grievance Procedure (Article VI), and if appealed the penalty shall not be applied until the decision is rendered.
- 25.4 All information or proceedings regarding any actions or proposed actions pursuant to this article shall be kept confidential by the parties.
- 25.5 This article is intended, for the purpose of suspension, to replace the provisions of E.C. Section 44944, but shall not apply to suspension pursuant to E.C. Sections 44939, 44940, or 44942 or to dismissal proceedings pursuant to E.C. Sections 44882 and 44949.
- 25.6 Suspension or reduction in rank shall be based upon substantial evidence.
- 25.7 No suspension shall occur except at the express written direction of the Superintendent. Suspensions shall not be deemed appropriate in cases of purely incompetent job performance.
- 25.8 A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the settlement before approving the settlement in writing.
- 25.9 When the district chooses to suspend or reduce the rank of a certificated employee for cause pursuant to this article notice of such recommendation shall be made in writing and served in person or by certified mail upon the employee by the Superintendent or designee. A copy shall be provided the Association President. The notice shall contain:

- a. a statement of the specific acts or omission upon which the action is based;
- b. a statement of the cause for which action is recommended;
- c. the Education Code, policy, rule or regulation violated;
- d. penalty proposed;
- e. copies of the documentary evidence upon which the recommendation is based;
- f. a statement of the employee's right to challenge the proposed action by requesting a hearing pursuant to Article VI of this Agreement.

If the employee fails to request a hearing within ten (10) working days after service of the notice, the suspension or reduction in rank may be imposed by the Superintendent or designee.

25.10 References to "reduction in rank" in this article refer only to action taken during the course of the school year. This article is not intended to inhibit normal changes in assignment which are made for other than punitive reasons.

ARTICLE XXVI: PROBATIONARY AND TEMPORARY TEACHER STATUS

26.1 The District agrees that no probationary or temporary unit member will be dismissed during any school year pursuant to Education Code Section 44948.3 except for just cause and with due process, including adequate warning of perceived shortcomings and a reasonable effort at assisting the unit member to correct those shortcomings.

26.2 In the event that the District plans to take action against a probationary or temporary member pursuant to this Article, notice of such proposed action shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy shall be provided the Association president. The notice shall contain:

- a. a statement of the specific acts or omission upon which the action is based;
- b. copies of any documentary evidence and evaluations upon which the action is based; and
- c. a statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to Article VI of this Agreement.

If the unit member fails to request a hearing within ten (10) working days after service of the notice, the dismissal may be imposed by the District.

ARTICLE XXVII: TEACHER ASSISTANCE AND DEVELOPMENT PROGRAM

(Cancelled by State, Article being held for possible future negotiation. Please refer to the June 30, 2016 contract).

ARTICLE XXVIII: MEGA ITEM FUNDS

(Cancelled by State, Article being held for possible future negotiation. Please refer to the June 30, 2016 contract).

ARTICLE XXIX: CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

(Cancelled by State, Article being held for possible future negotiation. Please refer to the June 30, 2016 contract).

ARTICLE XXX: SAVINGS PROVISION

- 30.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 30.2 Should a provision or application be deemed invalid, as described in Paragraph I above, the Board, subject to its right to appeal the decision, shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such decision becomes final to renegotiate the provision or provisions affected.

ARTICLE XXXI: SUPPORT OF AGREEMENT

- 31.1 It is mutually understood and agreed by the District and Association that both parties in good faith support the provisions herein contained during the life of this Agreement, and both the District and the Association further understand and agree that it is to their mutual best interests and benefits to do so.

ARTICLE XXXII: EFFECT OF AGREEMENT

- 32.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement, such practices, procedures and regulations are discretionary with the District, subject to the requirements of Article 34.2.

ARTICLE XXXIII: TERM

- 33.1 The Agreement shall be for three years, from July 1, 2019 through June 30, 2022. This Agreement concludes all negotiations through June 30, 2022. Reopener negotiations for a successor agreement shall occur following sunshining initial proposals in Spring 2022 for a successor agreement commencing July 1, 2022. The articles referring to Fringe Benefits (Article XIII), Salary (Article XV), and calendar (Appendix B), shall be subject to the negotiation process. In addition, both the District and the Association may each reopen negotiations on two (2) Articles of their choice.

ARTICLE XXXIV: COMPLETION OF NEGOTIATIONS

- 34.1 During the term of this Agreement, except where otherwise indicated, the District and the Association shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

34.2 However; the parties shall meet and negotiate if the District proposes changes in any term or condition of employment contained in Government Code Section 3543.2.

ARTICLE XXXV: EMPLOYEE USE OF CONTRACTUAL RIGHTS

35.1 In the event an employee applies to the district office for any of the contractual rights listed below, the District shall notify the Association in writing, of that employee's intent. However, the name may be withheld at the request of the employee.

35.2 Before entering into any agreement with the employee, the District will advise the employee to consult with his/her Association and provide the opportunity to do so.

35.3 The areas which shall be included are:

1. Retirement (early or regular)
2. Resignation
3. Extended Illness Leave
4. Disability Leave
5. Sabbatical Leave
6. Unpaid Leave of 30 Days or Longer

ARTICLE XXXVI: CLASSIFICATIONS

36.1 If a new classification is established the District shall consult with the Association as to whether or not the classification is in the bargaining unit. If for business necessity reasons negotiations cannot be completed prior to the need to advertise and/or fill a position, the District shall make it clear in such advertisement and to each potential candidate, that the classification is in the bargaining unit and that the terms and conditions of his/her employment will be tentative subject to completion of negotiations.

ARTICLE XXXVII: PROFESSIONAL GROWTH REQUIREMENTS

37.1 While Professional Growth is encouraged for all bargaining unit members, Professional Growth requirements have been discontinued per AB 1209.

ARTICLE XXXVIII: PROFESSIONAL SUPPORT PROGRAM

(Cancelled by State, Article being held for possible future negotiation. Please refer to the June 30, 2016 contract).

ARTICLE XXXIX: SPECIALLY DESIGNED ACADEMIC INSTRUCTION

(Cancelled by State, Article being held for possible future negotiation. Please refer to the June 30, 2016 contract).

ARTICLE XL: JOB SHARING/PART-TIME ASSIGNMENTS

40.1 Job Sharing shall refer to two (2) qualified teachers sharing one (1) full-time position.

Part-time refers to a plan whereby one unit member works less than full-time.

40.1.1 Only permanent unit members are eligible to job share/work part-time. A unit member may request to job share/work part-time for no more or less than one school year at a time. Job share/part-time agreements may be renewed on a yearly basis. It is the unit member's responsibility to seek another permanent teacher in the District who is willing to participate in job sharing.

40.1.2 Requests to job share/work part-time are subject to approval by the principal and must be received in the Personnel Office on or before February 15 of each school year.

40.1.3 Job share agreements may be between two current unit members or between a current unit member and a teacher hired from outside the unit. A teacher hired from outside the unit as a job share partner shall be hired for that portion of the full time assignment vacated by the unit member. Such a teacher, hired from outside the unit, shall be hired on a temporary contract. The hiring of a teacher from outside the unit on a temporary contract is an exception to 40.1.1 above.

40.1.4 As part of the job share/part-time agreement, the unit member(s) involved must request an unpaid leave of absence for the portion of the full time assignment the unit member(s) will NOT be working while job sharing/working part-time.

40.1.5 While the unit member is job sharing/working part-time, he/she will receive sick leave on a pro rata basis. Advancement on the salary schedule shall be on a pro rata basis so that the unit member shall advance one step when the accumulation of experience meets or exceeds 75% of a school year. Advancement on the salary schedule shall take place once a year at the beginning of the school year. In job sharing/part-time assignments, contributions to the State Teachers Retirement System (STRS) shall be proportional to the time served and the salary earned.

40.1.6 The total amount of money expended by the District for the payment of insurance premiums cannot exceed the maximum amount the District pays for a unit member who occupies a full time position.

Each participant in a job sharing/part-time assignment shall receive health and welfare benefits in an amount proportional to the percentage of time worked and salary earned.

Each job share partner/part-time employee shall be required to pay the difference between the District's prorated share and the premium cost for a full time position. For example: If each of the two job share partners work 50% of the assignment, they would both pay 50% of the premium cost so that both partners are fully covered by insurance. Additionally, if an employee works 60% part-time, they would be required to pay 40% of the premium cost.

Either one or both job share partners may waive the medical, dental, vision and life insurance coverage.

- 40.1.7 Both job share partners and part-time employees must possess a valid California credential authorizing them to perform service in the prospective job share/part-time assignment.
- 40.1.8 a. Job share partners may, by mutual agreement and the approval of the principal, trade their regularly scheduled days/times with one another for reasons of illness, bereavement, personal necessity, or educationally related activities.
b. When a job share partner substitutes over and above his/her assigned part-time work year he/she shall receive additional compensation at the current substitute rate.
- 40.1.9 Job share partners/part-time employees are required to attend the Opening of School Orientations, Back-to-School Night, Parent Conferences and Open House.
- 40.1.10 Prior to approval of a request to job share, the job share applicants shall develop a proposal describing how the assignment will be shared. This proposal must be approved by the school principal. The proposal shall include a plan for establishing a reliable means of communicating with one another, students, staff and parents as well as determining how they will meet the responsibilities for the position, which includes maintaining consistency in curriculum and discipline. The proposal will include a plan of how job share partners shall divide their work days according to their percentage worked (to be filled in on a District provided calendar template), and submit that work calendar to their site supervisor prior to the beginning of the school year. With the consent of both of the unit members involved and their site supervisor, days can be amended on this calendar to meet the needs of the job share during the school year.
- 40.1.11 a. Job share/part-time unit members who hold permanent status shall be transferred to full-time employment at the beginning of the school year provided they have informed the employer of their desire to do so prior to February 15th. Return to full-time status does not guarantee placement at the unit member's current site.
b. When other positions become available and one or both of the job share partners desires to return to full time or change partners, the partner with the greater seniority will retain his or her current site assignment, if available.

ARTICLE XLI: TEACHERS ON SPECIAL ASSIGNMENT

- 41.1 A bargaining unit member whose has been chosen to be a teacher on special assignment shall have the following rights:
- 41.1.1 To notify the District and their professional organization, GTA, that they wishes to return to the classroom or their immediate previous position at the beginning of the next school year. This request shall be made by March 1st of the current

school year in which the request is being made.

- 41.1.2 If the District cannot fund the position or wishes that teacher to return to their previous assignment, they shall notify the teacher by March 1st of that year.
- 41.1.3 The bargaining unit member on special assignment shall, upon the conclusion of the assignment, be returned to the level (elementary, middle school and high school) from which he/she was assigned. Every effort will be made to place them in teaching assignments they held prior to the special assignment.

ARTICLE XLII: SPECIAL EDUCATION

- 42.1 GUSD and GTA agree that a teacher will be notified of his/her student's status of Special Education in written form no later than the 14th day of the school year or thereafter upon 14 days of District notification. All pertinent information concerning each special education student also shall be given to the teacher in written form by that deadline.

ARTICLE XLIII: INDEPENDENT STUDY/HOME SCHOOL

- 43.1 The Glendora Teachers Association and the Glendora Unified School District agree that the Home School Program to be instituted by the District has had a demand to bargain on the impact on working conditions of regular employees. The negotiations took place on April 17, 2007.
- 43.2 The Glendora Teachers Association and the Glendora Unified School District agree that the selection of Home School staff shall be an open employment opportunity for all current bargaining unit members.
- 43.3 Bargaining unit members impacted by students in the District's Home School Program shall be entitled to all the benefits of and subject to all the responsibilities provided for in the negotiated agreement between the Glendora Teachers Association and the Glendora Unified School District.

Home school attendance credit shall be recorded in whole days based upon the District's home school teacher's personal review, evaluation, and assignment of time value of the pupil's work product. If a student receives part of his/her educational program from a receiving teacher, the receiving teacher shall determine the grade and credit received for that class.

The home school agreement will outline the maximum length of time allowed between the assignment and completion of work, and the number of assignments a pupil may miss before there is an evaluation of whether it is in the pupil's best interest to continue in Home School. Students in the home school program will fall under the same attendance practices and procedures as regularly enrolled students at the present time.

The home school teacher shall hold the responsibility for collecting and maintaining student work samples.

Special education students enrolled in the home school program shall be in accordance with their IEP's.

Any receiving teacher in the home school program shall continue to be evaluated solely according to the negotiated agreement between GTA and GUSD.

ARTICLE XLIV: CALENDAR

44.1 GUSD and GTA agree to develop a two-year calendar annually.

ARTICLE XLV: CONTRACT PUBLICATION

45.1 Beginning with the 2004-05 school year, the negotiated agreement will be published within 30 days of ratification and will include all modifications, deletions and additions agreed upon by both parties. The agreement will be published electronically on the District website and employees may request a hard copy from the District Office if desired.

ARTICLE XLVI: ARTICLE OF ERRATA

46.1 Both parties agree that any errors due to the printing or typing process will not be misinterpreted or used to achieve a different meaning than the one agreed to at the negotiating table.

ARTICLE XLVII: SEVERABILITY

47.1 Both parties agree to the following:

In the event that any portion of this contract is challenged through a grievance, unfair labor practice lawsuit or any other action, the portion in question remains in the contract and continues to prevail until any final judgment has been rendered and until all, if any appeals are completed. All other articles in the contract remain valid and enforceable during any such actions listed above.

APPENDIX A - SALARY

(A-1) SUPPLEMENTAL PAY STIPENDS

- A. All positions that are required to work additional days beyond the teacher work year shall be paid on a per diem basis.
- B. A teacher of grades six (6) through twelve (12) will receive his/her basic annual salary times one-tenth for a one semester teaching assignment which exceeds the normal five-period teaching load.
- C. The following athletic and co-curricular responsibilities, when offered, will be compensated the percentage shown of Column I, Step 1 of the teacher's salary schedule. The Board will continue to have the right to determine whether or not the activity will be offered.
- D. Prior to the beginning of each sports season the principal shall determine if league competition or sufficient other competition exists to warrant the formation of a team.

- E. Prior to the first scheduled league contest the principal shall determine whether or not sufficient students have enrolled in the sport to constitute a team. If a sport is canceled due to insufficient participation the coach shall be paid on a prorata basis for the days served.
- F. Pay Periods
1. Payment for coaching shall be made at the end of the sport season except that all football coaches will receive 100% of their stipend at the end of the football season which is normally in December of each year.

Percentages for head football coaches and assistants are to include responsibilities prior to school and the spring.
 2. All other supplemental pay shall be considered as a part of the overtime payroll and shall be paid on a tenths basis.
 3. Coaches of individual participation sports that go on to CIF and work beyond the season will be paid at the 1/24 rate per week not to exceed five (5) weeks.
 4. Coaches of team participation sports that go on to CIF and work beyond the season will be paid at the 1/12 rate per week not to exceed five (5) weeks.
 5. If a high school varsity football team or basketball team is involved in California Interscholastic Federation (CIF) competition, the band director and assistants and the pep club advisor shall each receive one-twelfth (1/12) of their indicated stipend for each week during which the team remains in CIF competition.
- G. The District shall pay the High School Activities Assistant the summer school teacher hourly rate for 80 hours each year.
- H. The High School Athletic Trainer and Assistant Athletic Trainer positions shall be paid in accordance with Appendix A - See "Other Salary Rates."
- I. The District shall provide a teacher taking students on a Board approved field trip to foreign countries with up to four (4) hours a day at the summer school hourly rate.
- J. All Advanced Placement teachers who teach an AP Preparation Practicum up to 4 hours shall be paid their contractual hourly rate for each AP section taught.
- K. All percentage stipends shall be rounded off to the nearest dollar.
- L. The following Extra Pay Assignment Compensation Criteria is used to evaluate all stipends offered to certificated staff.

(A-2) STIPEND CRITERIA

Extra Pay Assignment Compensation Criteria

1. **Criteria for Compensation:** The compensation system shall be based upon the following criteria of assignment related common factors.
 - 1.1 Hours Involved.
 - 1.2 Students supervised.
 - 1.3 Amount of experience required to assume position.
 - 1.4 Potential for injury to students involved.
 - 1.5 Pressures related to position.
 - 1.6 Amount and types of responsibility assumed.

2. **Determination of Compensation:** A weighted score will be obtained for each criterion and a total score derived. The scores of the various positions will be grouped by comparable scores and a single figure assigned to that level. That level will determine the compensation for the assignment.

3. **Assignment Criteria:** The following criteria shall be utilized in the determination of the unit value of extra pay assignments:

3.1 Hours

3.1.1 Hours outside the normal contractual day. (School days only.)	<u>Weighted Value</u> 4	<u>Range</u> 0-16
3.1.2 Weekend and vacation time spent upon return to school in evenings.	<u>Weighted Value</u> 5	<u>Range</u> 0-16
3.1.3 <u>Scale of Hours</u>	<u>Points</u>	
350 + hours	16	
301 - 349	14	
251 - 300	12	
201 -250	10	
151 -200	8	
101 - 150	6	
51 - 100	4	
Under 50	2	
0	0	

3.5 Pressures

Weighted Value

3

Range

1-20

3.4.1 This is defined as the importance and demands placed upon the assignment by the crowd, community, and the administration. It includes the amount of exposure, frequency, attendance, quality demanded, and the ramifications of poor performance.

3.4.2 The maximum pressure in such an assignment would be one that was expected to produce certain accomplishments beyond the normal routine or face dismissal. One with minimal pressures would be on with little or no outside awareness of the results of the activity.

3.6 Responsibility

Weighted Value

3

Range

1-20

3.6.1 This is defined as the combination of duties which would require one person to account for equipment, facilities, and other personnel, fund raising and handling of funds related to an activity. In addition, it is the extent to which the person must concern himself/herself with these activities. For example, a person who handles a few dollars does not rate as high as one who handles hundreds of dollars.

4. **Computation of Assignment Value**

The separate values of each criterion are determined by multiplying the number of points allocated to the position times its weighted value. These sub-totals are then added to determine the grand total for the individual position.

Level	Point Value Needed	Percentage Earned
I	240	13.3
II	210	12.2
III	185	11.1
IV	160	10.0
V	145	8.9
VI	130	7.8
VII	100	6.7
VIII	85	5.6
IX	50	4.5
X	30	3.4
XI	10	2.0
XII	Under 10	Green Sheet

5. **Provisions for Review:**

5.1 A permanent stipend committee will be established. Its purpose will be to consider and recommend modification of any individual extra pay assignment or the placement of any new extra pay assignment. The committee's recommendation shall be forwarded to the Board through the Superintendent.

5.2 The stipend committee will be composed of the following ten members:

5.2.1 Five representative selected by the Superintendent to include principals from different grade level spans.

5.2.2 Five Members selected by the Association to include membership from all grade level spans.

6. **Procedures for Review:**

A supervisor or an incumbent may request a review of an assignment ranking during any year. Persons requesting such review shall forward pertinent information and explanation through their immediate supervisor and/or the principal, to the committee prior to April 1 of each year. This will be followed by a personal presentation to the committee. Any recommendation then made by the committee and approved by the Board shall take effect the ensuing year unless a special exception is granted.

ELEMENTARY STIPEND POSITIONS

<i>Position</i>	<i>No. of pos. per contract – per school</i>	<i>% for position</i>
Elementary Lead Teacher (each elementary school in the District shall have a lead teacher)	1 per school	5.6%
Grade Level Lead	3	4.5%
Combination Class Teacher 4-5		7.8%
Combination Class Teacher TK-3		6.7%
ELD Facilitator	1	2.0%
P.E. & Health Fitness Facilitator	1	2.0%
Assessment Facilitator	1	4.5%
STEAM Coordinator	1	2.0%
Technology Facilitator	1	4.5%

MIDDLE SCHOOL STIPEND POSITIONS (EACH SCHOOL)

<i>Position</i>	<i>No. of positions per contract - per school</i>	<i>% for position</i>
VAPA (Show Choir/Musical Theater)	1 (total position for both schools)	4.5%
Honor Society	3	3.4%
Intramurals	5 (4% per yr., 1% per qtr.)	1.0%
Athletic Director	1	7.8%
Yearbook	1	3.4%
Associated Student Body (ASB) Advisor	1	7.8%
Coach for Inter-school Athletic Teams	10 (per qtr.)	2.0%
Science Teacher/Science Camp***	Depends on science camp	\$50/day
Middle School Department Chairperson:		
Those with 0-5 Teachers		3.4%
Those with 6 or more		4.5%
Teachers teaching three or more periods in a department, as well as the department chairperson, shall be counted as members of the department.		
Assessment Facilitator	1	4.5%
ELD Facilitator		2.0%
Title I Tutors (Sandburg only)	3 (categorical)	4.0%
Technology Coordinator	1	4.5%
STEAM Coordinator	1	3.4%
Student Exchange Advisor (<i>will be filled on alternating years, when applicable</i>)	1 every other year	4.0%
WEB Coordinator	1	5.0%
*** These middle school positions will not exist unless categorical funding is available		

HIGH SCHOOL - STIPEND POSITIONS

<i>Position</i>	<i>No. of positions per contract</i>	<i>% for position</i>
Academic Decathlon Advisor	1	4.5%
Band	1	13.3%
Band Assistant (one 5% stipend per semester)	1	5.0%
Drama	1	7.8%
Drama (Assist.)	1	4.5%
Pageantry Advisor (Fall)	1	8.9%
Winter Guard Advisor (Spring)	1	5.6%
National Honor Society (NHS)	1	3.4%
Newspaper (Tartan Shield)	1	8.9%
Pep Advisor	1	8.9%
Pep Assistant	1	4.5%
Vocal Music – High School	1	10.0%
Yearbook	1	8.9%
High School Department Chairperson:		
Those with 0-7 Teachers		4.5%
Those with 8 or more		5.6%
Student Exchange Advisor, (will be filled on alternating years, when applicable)	1	4.0%
***These positions will not exist unless categorical funding is available		

HIGH SCHOOL ATHLETIC STIPEND POSITIONS

<i>Position</i>	<i>Season</i>	<i>No. of pos. per contract</i>	<i>% for position</i>
Activities Director		1	13.3%
Athletic Director		1	13.3%
Athletic Trainer		1	set amt.
Athletic Asst.Trainer		1	set amt.
Baseball (V)	Spring	1	11.1%
Baseball (Assist. V)		1	6.7%
Baseball (JV)		1	6.7%
Baseball (Fr.)		1	6.7%
Basketball (V)	Winter	2	11.1%
			11.1%
Basketball (Assist. V)		2	6.7%
			6.7%
Basketball (JV)	2	6.7%	
		6.7%	

HIGH SCHOOL ATHLETIC STIPEND POSITIONS (Cont.)

Basketball (Fr.)		2	6.7%
			6.7%
Cross Country	Fall	2	8.9%
			8.9%
Football (V. Head)	Fall	1	13.3%
Football (Assist. V)		4	7.8%
			7.8%
			7.8%
Football (JV Head)		1	7.8%
Football (JV Assist.)		2	6.7%
			6.7%
Football (Fr. Head)		1	7.8%
Football (Fr. Assist.)	2	6.7%	
		6.7%	
Golf (V)	Fall (Girls) Spring (Boys)	2	8.9%
			8.9%
Field Hockey (V)	Fall	1	8.9%
Field Hockey (Assist. V)		1	6.7%
Field Hockey (JV)		1	6.7%
Field Hockey (Fr.)		1	6.7%
Softball (V)	Spring	1	11.1%
Softball (Assist. V)		1	6.7%
Softball (JV)		1	6.7%
Softball (Fr.)		1	6.7%
Swimming (V)	Spring	2	11.1%
			11.1%
Swimming (JV)		2	6.7%
			6.7%
Soccer (V)	Winter	2	10.0%
			10.0%
Soccer (Assist. V)		2	6.7%
Soccer (JV)		2	6.7%
			6.7%
Soccer (Fr.)	2	6.7%	
			6.7%
Tennis (V)	Fall (Girls) Spring (Boys)	2	8.9%
			8.9%
Tennis (JV)		2	6.7%
			6.7%

HIGH SCHOOL ATHLETIC STIPEND POSITIONS (Cont.)

Track (V)	Spring	2	10.0%
			10.0%
Track (Assist. V)		4	6.7%
			6.7%
			6.7%
Volleyball (V)	Fall	1	11.1%
Volleyball (Assist. V)		1	6.7%
Volleyball (JV)		1	6.7%
Volleyball (Fr.)		1	6.7%
Water Polo (V)	Fall (Boys) Winter (Girls)	2	10.0%
			10.0%
Water Polo (JV)		2	6.7%
			6.7%
Water Polo (Fr.)		2	6.7%
Wrestling (V)	Winter	1	8.9%
Wrestling (JV)		1	6.7%
Wrestling (Fr.)		1	6.7%

DISTRICT STIPEND POSITIONS

<i>Position</i>	<i>No. of pos. per contract</i>	<i>% for pos.</i>
Independent Study (based on current staffing)	1	4.3%
Lead Teacher WHS & WEC	1 per site	4.5%
Mental Health Coordinator	1	6.7%
Music Coordinator	1	3.5%
Title I Resource Teacher	1	2.5%
Vocal Music - Elementary	1	2.6%
<i>Special Education Teachers</i>		
Resource Specialist	N/A	5.0%
Special Day Class	N/A	5.0%

(A-3) SUPPORT PERSONNEL (Ratios)

- A. Personnel paid on the certificated salary schedule who receive additional payment are as follows:

The following positions receive a ratio			
Position	No. of pos. per contract	No. of Days	% for pos.
Speech/Language Pathologist (Note: extra workdays shall be calculated on a per diem rate as is calculated for non-teaching personnel)	N/A	8 days	7.0%
Counselors	N/A	13 days	6.0%
Dean (GHS)	2	20 days	N/A
District Nurse	1	25 days	4.0%
Psychologists	N/A	10 days	9.0%
Program Specialists	1	17 days	9.0%
Workability	N/A	16 days	6.0%

- B. Members of the unit employed in the above positions will work the number of days indicated beyond the teacher contract year and their salary will be increased proportionately on a per diem basis for the extra days worked. The percentage amount paid will be based on the employee's placement on the salary schedule.
- C. An employee temporarily assigned as an administrator shall be paid no less than the daily rate the employee would be entitled to if the assignment were permanent.

(A-4) REGULAR TEACHER'S SALARY SCHEDULE

1. Initial Placement and Movement on the Salary Schedule.
 - A. Employees will be placed on the Column and Step according to their training and experience.
 - B. Effective with the 2012-2013 school year, new employees will be granted a maximum of 10 years credit according to their training and experience within the related field. Column placement shall be according to documented educational accomplishments, specified in paragraph K 2.
 - C. For initial placement, lower division units taken after receipt of the Bachelor's Degree shall be evaluated for suitability. The decision of the personnel administrator shall be final in this regard.
 - D. Any formal courses taken for advancement on the teachers' salary schedule shall be verified by transcripts or grade cards filed with the Personnel Office. Teachers will make column advancements at any time of the year upon providing documentation to Personnel Services that unit and coursework requirements have been met. Notifying

Personnel Services that a certificated employee has completed the requirements for column advancement remains the responsibility of the certificated employee. Advancement will be made from the date the documentation is presented to Personnel Services. No retroactivity will apply.

- E. Horizontal movement on the salary schedule shall be determined on the basis of upper division or graduate level coursework in the employee's teaching major or minor or in education. Other coursework, including lower division units may receive credit if:
 - 1. They relate to the subject being taught, or
 - 2. The principal has recommended and the Personnel Office has given prior approval, or
 - 3. Courses are part of a required credential, certificate or degree program.
- F. Advancement on the salary schedule is based upon semester units. Quarter units taken shall be multiplied by two-thirds ($2/3$) to arrive at the equivalent semester unit. Resultant fractions shall be rounded off to the nearest whole number.
- G. Adult education courses will not be acceptable unless specifically approved by the personnel administrator.
- H. Credit will not be granted for duplication of prior accredited coursework unless specifically approved in advance by the personnel administrator.
- I. One vertical increment shall be granted for each year of experience during which the employee served at least 75% of the school year. Part-time unit members will make vertical movement on the salary schedule on a pro rata basis when the accumulation of the experience meets or exceeds 75% of a school year.

After initial placement an employee's step advancement, vertical movement on the salary schedule, shall be the initial placement plus year-for-year GUSD experience. (For example: A bargaining unit member hired with 6 years of full-time service in another District would be placed on Step 7. After an additional 9 years in GUSD, the same employee will have progressed to step 16 on the salary schedule.)

- J. A grade of "C" or better must be received on all coursework taken in order to receive credit for column advancement.

K. Accredited Institutions

1. Only units taken from a regionally accredited institution of higher learning are acceptable for advancement on the salary schedule. Institutions must be accredited by one of the following associations to be acceptable for advancement on the salary schedule.

Middle States Association of Colleges and Schools (MSA)
New England Association of Schools and Colleges (NEASC-CIHE)
North Central Association of Colleges and Schools (NCA)
Northwest Commission on Colleges and Universities (NWCCU)
Southern Association of Colleges and Schools (SACS-CC)
Western Association of Schools and Colleges (WASC)

2. Columns

(All placements require a valid California credential or permit).

- A. Column I Bachelor's Degree or Preliminary Vocational Credential.*
- B. Column II Bachelor's Degree plus 15 semester hours or Preliminary Vocational Credential plus 15 semester.
- C. Column III Bachelor's Degree plus 30 semester hours or Clear Vocational Credential including a Bachelor's Degree.
- D. Column IV Master's Degree or Bachelor's Degree plus 45 semester hours or Clear Vocational Credential including a Bachelor's Degree plus 15 semester hours.
- E. Column V Bachelor's Degree plus 60 semester hours including a Master's Degree or Clear Vocational Credential including a Bachelor's degree plus 30 semester hours including a Master's degree.

* Credit earned towards a Vocational Credential, may be lower division if earned under a college or university approved vocational program. Employment on a Vocational Credential requires a unit member to be working in a field directly related to his/her Vocational Credential.

3. Earned Doctorate

A credit of .0437 of Step 1, Column 1 shall be added to the salary schedule for an earned Ph.D or Ed.D from a United States regionally accredited institution of higher education. Other earned doctorates may be acceptable under this section provided that a relationship between the doctorate specialization and the subject being taught can be shown. Foreign country doctorates may be acceptable if granted equivalency status by the University of California at Los Angeles.

A-5) OTHER SALARY RATES

1. Teacher Hourly Rate: (THR)

Definition: Single flat hourly rate

Compensation is provided for certificated bargaining unit members at this rate when they perform duties which are not directly related to the classroom.

Specifically Assigned Hourly Rate Tasks:

Adult Education Teacher
Dance Supervision
Parade Supervision
PSAT/SAT Proctor
Rotary Choral Program

2. Professional Hourly Rate: (PHR)

Definition:

This rate varies according to each teacher's placement on the salary schedule computed by dividing the teacher's annual salary (from the schedule) by the number of work days in the school year (184) and then divided by 7 hours per day. Stipends are not included in this rate.

Specifically Assigned Professional Hourly Rate Tasks:

AP Preparation Practicum	Mentor Teacher Consultant
Home Teachers	Parenting Class Instruction
Intervention/Homework Teachers	Teacher Inservice
Interviewing for Induction Program providers	Western Association of Schools and Colleges (WASC) - Related Responsibilities
Limited English Proficient Trainers	

3. Contractual Hourly Rate (CHR)

Definition:

This rate varies with each teacher's placement on the salary schedule and includes stipend allowances. The hourly rate is computed by dividing the annual salary by the number of work days in the school year (184) and then dividing by seven (7) hours per day.

Specifically Assigned Contractual Hourly Rate:

Grant Writing/Evaluation
Mentor Teacher
Curriculum Writing
Regional Occupational Program (ROP) - Related Activities

4. Earned Doctorate

Hourly Rates:

When salary increases are negotiated for the Teachers Salary Schedule, the same increases shall be applied to the Teacher Hourly Rates and the Summer School Hourly Rate.

A. Teacher Hourly Rates (THR) \$42.48

B. Summer School Rate (SSHR) \$46.17

5. High School Athletic Trainer and Assistant Trainer:

A. Trainer \$12,381 (Annual)

B. Assistant Trainer \$16.56 (Hourly)

6. Assumption of Administrative Duties

When a bargaining unit member works in an administrative capacity on a temporary basis in the absence of the regular administrator for a period of five (5) consecutive days or longer, the unit member will be compensated at a rate of 10% of Step 1 of the administrative position being filled. This compensation shall be in addition to the bargaining unit member's regular base salary.

APPENDIX A: SALARY SCHEDULE

**GLENDORA UNIFIED SCHOOL DISTRICT
CERTIFICATED STAFF SALARY SCHEDULE**

*Effective July 1, 2019
(184 Days)*

Step	Column I B.A.	Column II B.A. + 15 Semester Units	Column III B.A. + 30 Semester Units	Column IV B.A. + 45 Semester Units or M.A.	Column V B.A. + 60 Semester Units Including M.A.
1	47,187*	50,465*	53,752*	57,040	61,259
2	49,075*	52,343*	55,642	58,920	63,608
3	50,934*	54,220	57,507	61,259	65,954
4	52,821*	56,097	59,853	63,608	68,311
5	54,688	58,457	62,209	65,954	71,122
6	56,573	60,793	64,543	68,767	73,942
7	58,457	63,140	67,369	71,591	76,758
8	60,332	65,954	70,050	74,405	80,036
9		68,767	72,996	77,692	83,321
10			76,282	80,978	86,614
11				84,265	90,359
12				88,021	94,128
14					95,448
16					96,770
18					98,503
20					99,824
21					101,143

* No bargaining unit member on the above schedule shall receive less than the State Minimum of \$49,920. This provision is contingent upon the State providing the necessary funds for this purpose. (1% Effective 7/1/2019; Adopted 8/1/2019; Implemented 8/1/2019)

APPENDIX B: FRINGE BENEFITS (Article XIII)

Effective July 1, 2018, the annual District paid cap for medical benefits will be increased by \$650 (included in the table below). See attached benefits chart for a description of all District and employee contributions.

2019-20			
HEALTH INSURANCE			
DISTRICT CONTRIBUTION AND			
EMPLOYEE DEDUCTIONS			
<u>BASED ON FULL TIME EMPLOYMENT</u>			
	<u>Annual</u> Cost or Cap	<u>Tenthly</u> District Contribution	<u>Tenthly</u> Employee Cost
<u>Blue Shield HMO Sav-Net</u>			
Employee	5,243.00	524.30	169.75
Employee +1	8,235.80	823.58	633.93
Family	9,563.50	956.35	1,292.36
<u>Blue Shield HMO Sav-Net Low Option</u>			
Employee	5,243.00	524.30	129.60
Employee +1	8,235.80	823.58	549.61
Family	9,563.50	956.35	1,162.28
<u>Blue Shield HMO</u>			
Employee	5,243.00	524.30	288.07
Employee +1	8,235.80	823.58	879.49
Family	9,563.50	956.35	1,672.81
<u>Kaiser</u>			
Employee	5,243.00	524.30	191.12
Employee +1	8,235.80	823.58	678.80
Family	9,563.50	956.35	1,361.60
<u>Blue Shield HDHP</u>			
Employee	5,243.00	524.30	458.81
Employee +1	8,336.50	833.65	1,249.65
Family	9,718.80	971.88	2,196.51
<u>DELTA DENTAL</u>			
<u>PPO PLAN</u>	<u>Annual</u> Cost or Cap	<u>Tenthly</u> District Contribution	<u>Tenthly</u> Employee Cost
Composite rate	1,444.24	144.42	36.75
<u>DELTACARE</u>			
<u>(HMO)</u>	<u>Annual</u> Cost or Cap	<u>Tenthly</u> District Contribution	<u>Tenthly</u> Employee Cost
Composite rate	628.08	62.81	2.29
<u>VSP VISION</u>			
	<u>Annual</u> Cost or Cap	<u>Tenthly</u> District Contribution	<u>Tenthly</u> Employee Cost
Composite rate	238.10	23.81	0.80
<u>STANDARD LIFE</u>			
Certificated and Classified	<u>Annual</u> Cost or Cap	<u>Tenthly</u> District Contribution	<u>Tenthly</u> Employee Cost
Employee Only	49.90	4.99	0.00

REVISED

If a member who qualifies for the above benefits waives all medical coverage for self and family, and selects the Delta Dental PPO Plan, the cost of the Delta premium beyond the District's contribution shall be waived.

APPENDIX C: CALENDAR 2019-2020

GLENDDORA UNIFIED SCHOOL DISTRICT Teacher Work Year 2019-20

	First week					Second week					Third week					Fourth week					GUSD Workdays	Inst. Days	Leg/Loc Holiday
	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F			
1st School Month Aug. 12 - Sept 6	Aug. 12	Aug. 13	Aug. 14	15	16	19	20	21	22	23	26	27	28	29	30	2	3	4	5	6	19	17	1/2
2nd School Month Sept.9 - Oct. 4	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	Oct. 30 1 2 3 4					20	20	0/0
3rd School Month Oct. 7- Nov. 1	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	Nov. 1#	20	19	0/1
4th School Month Nov. 4 - Nov. 29	4	5	6	7	8	11	12	13	14	15	ELEM PARENT CONFERENCES 18 19 20 21 22					25	26	27	28	29	14	14	3/3
5th School Month Dec. 2 - Dec. 27	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	WINTER BREAK 23 24 25 26 27					15	15	2/3
6th School Month Dec. 30 - Jan. 24	WINTER BREAK 30 31 1 2 3					6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	14	14	3/3
7th School Month Jan.27 - Feb. 21	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	17	18	19	20	#	19	18	1/1
8th School Month Feb. 24 - Mar 20	24	25	26	27	28	ELEM PARENT CONFERENCES 2 3 4 5 6					9	10	11	12	13	16	17	18	19	20	20	20	0/0
9th School Month Mar. 23 - Apr. 17	SPRING BREAK 23 24 25 26 27					30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	15	15	0/5
10th School Month Apr. 20 - May 15	20	21	22	23	24	27	28	29	30	May 1	4	5	6	7	8	11	12	13	14	15	19	19	1/0
11th School Month May 18 - May 29	18	19	20	21	22	25	26	27	28	29											9	9	1/0
TOTALS															184	180	12/18						

Aug
14 First Day of School
 Staff Orientation/Staff Development
 (Student-Free Days)
 School Holiday
 + End of Quarter
 Easter Sunday - April 12, 2020
 Winter Break/ Spring Break
 Teacher/ Student Free Day
 # End of Trimester

APPENDIX C: SPECIAL DAYS 2019-2020

**Glendora Unified School District
Glendora, California**

SPECIAL DAYS --- 2019-20

DATE	PURPOSE	NOTES
August 12 August 13 August 14	Staff Development Day Staff On-Site School Orientation Opening Day of School	
September 2	Labor Day	
October 11	End of First Quarter (9 weeks)	
November 1 November 1 November 11 November 18-22 November 22 November 25-27 November 28-29	Staff Development Day End of First Trimester [56 days] Veteran's Day Parent-Teacher Conferences Last day before Thanksgiving Break Teacher/Student Free Days (3) Thanksgiving Break	Minimum Days K-5*
December 20 December 20 December 23-Jan 3	Last Day Before Winter Break End of 1 st Semester (9 weeks) Winter Break	Minimum Day 6-12*
January 3 January 20	Last day of Winter Break Martin Luther King Jr. Day	
February 10 February 17 February 21	Staff Development Day Presidents' Day (Formerly Washington's Birthday) End of 2 nd Trimester [60 days]	
March 2-6 March 13 March 20 March 23-27 March 27	Parent-Teacher Conferences End of Third Quarter (10 weeks) Last Day Before Spring Break Spring Break Last Day of Spring Break	Minimum Days K-5*
April 20	Holiday (in Lieu of Lincoln's Birthday)	
May 25 May 29	Memorial Day Closing Day of School (10 weeks) [64 days]	

Up to four (4) minimum days shall be granted each school for the purpose of inservice.

* Teachers may leave after last student obligation

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