

COLLECTIVE BARGAINING AGREEMENT

July 1, 2012 to June 30, 2013

SAN GABRIEL TEACHERS ASSOCIATION (CTA/NEA)

AND THE

SAN GABRIEL UNIFIED SCHOOL DISTRICT

Approved by the Board of Education Governing Board

May 7, 2013

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the GOVERNING BOARD OF EDUCATION OF THE SAN GABRIEL UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District" or "Board", and THE SAN GABRIEL TEACHERS ASSOCIATION/CTA/NEA, hereinafter referred to as the "Association". The Association is a Chapter of the California Teachers Association, which is affiliated with the National Education Association.

ARTICLE I RECOGNITION

A. The District hereby confirms its recognition of the Association as the exclusive representative for the following certificated negotiating unit:

1. Included:

All regular and probationary certificated employees, including all classroom teachers, teacher specialists, speech –language pathologists, temporary teachers, intern teachers, teachers on special assignments, adapted PE teacher, nurses, librarians and counselors, student/staff adviser, and also contract temporary personnel.

2. Excluded:

All management employees as defined in Government Code Section 3540.1(g), such as Superintendent, Assistant Superintendent, Education Services, Assistant Superintendent, Business Services, Assistant Superintendent, Human Resources, Coordinator of Professional Development, Unrepresented Certificated Non-Management, Principals, Assistant Principals, Special Projects and Assessment Director I; Student Support Director II, Special Education Director I, Professional Development/Instructional Support and Teacher Induction Coordinator, Career Guidance Coordinator, Director of Food Services, Director of Maintenance and Operations, Director of Accounting Services, Director of Purchasing, Project Manager and psychologists; all substitutes, and any personnel whose primary employment is not with the District; all classified and other non-certificated personnel; and all confidential employees.

The current Unrepresented Certificated (non-management) salary schedule will be renamed The Speech and Language Pathologist Salary Schedule for placement of all Speech and Language Pathologists in the District.

Adapted Physical Education Teachers (APE) will be placed on the Teacher Salary Schedule.

3. Employees who are included within the above-described unit are referred to throughout this Agreement as "unit members".

B. The Association agrees that this represents the appropriate unit and that it will not seek by any means to amend or change in any way the unit described herein during the term of this Agreement. However, the Association shall have the right to seek unit clarification by PERB proceedings of any new titles not specified in the above unit description. Also, nothing herein will prevent adjustments to the unit to be made upon mutual written agreement of the District and the Association.

C. Disputes concerning this Article are not subject to the grievance provisions of Article IV.

ARTICLE II ASSOCIATION RIGHTS

A. Representation of Unit

This Association may represent the certificated unit during the term of this Agreement in accordance with the terms of this Agreement.

B. Officers and Official Representatives of Association

Prior to October 15 of each school year, the Association shall notify the Superintendent, in writing and by name, of all Association officers, committee chairpersons, committee members and representatives authorized to participate in and/or to transact employment relations referred to in this Agreement. Any changes to the list shall be transmitted to the Superintendent before released time provisions apply to the new Association representatives.

C. Released Time

1. For Association Officers and representatives, an aggregate annual total of twenty (20) days of released time from regular duties shall be available on a cumulative basis to duly authorized employee representatives of the Association for local, State or national conferences, and for conducting Association business. An additional three (3) days of released time shall be available annually on a non-cumulative basis for witnesses called by the Association in arbitration proceedings under Article IV. Said time may be taken in full or half-day increments. The Association may be provided, upon written request to the Superintendent, additional released time days.

2. The Association President (or his/her designee) shall have the option to take the equivalent of fifty (50) days of released time per school year, on a non-cumulative basis, for Association business. The Association shall assume the substitute costs for the first 15 days of leave. The remaining 35 substitute days of such leave shall be borne by the District.

3. The District shall provide reasonable released time for negotiations for up to five (5) Association negotiating team members. The negotiating sessions shall be set by mutual agreement between the District and the Association.
4. The cost of providing any necessary substitutes, except as provided for the fifteen (15) day equivalency leave option above, shall be borne by the District. The above annual released time shall constitute "reasonable release time" as provided in Government Code 3543.1(c). Upon mutual written agreement between the parties, additional released time may be granted, with the Association to bear the cost of substitutes.
5. Accounting for Released Time - All release time for Association business of any kind shall be at the direction of the Association President. The Association shall submit a report to the District Assistant Superintendent, Business Services by means of a monthly written statement submitted no later than the 15th of the following month for purposes of verification of absence and reimbursement to the District as provided by this Agreement. The report shall contain the date, person, and duration for each instance of released time.

D. Payroll Dues Deductions

1. When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member to be deducted for the purpose of paying the unified membership dues of the unit member in the Association and its affiliates the California Teachers Association and National Education Association. If the authorization so provides, the District shall deduct sufficient monthly amounts to cover the yearly membership dues, even though the unit member commenced deductions after the first pay period. Current authorization cards on file with the District need not be resolicited under the new Agreement. If the authorization form properly covers future increases and decreases, such changes shall be made by the District upon written request of the Association, without resolicitation. Such a written dues deduction authorization shall be revocable upon written notice to that effect from the unit member, and such revocation shall be effective commencing with the next pay period after receipt thereof. The District shall on a monthly basis draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions made during the month, and shall furnish to the Association a list of all unit members affected together with the amount deducted for each. Only additional or other changes shall be reported after the report for September.
2. Fair Share
 - A. Effective September 1, 1994, any unit member who is not a member of the San Gabriel Teachers Association CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of the

Agreement or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fair share fee in an amount permitted by law and PERB regulations not to exceed the amount equal to the unified membership dues, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in this Article. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions. Upon request, the Association shall provide written verification that such unit members have been contacted concerning this procedure. (1988)

1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support San Gabriel Teachers Association CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (C) (3) of Title 26 of the Internal Revenue Code:
 - a. San Gabriel Education Foundation
 - b. La Casa
 - c. Foundation to Assist California

Teachers (FACT)

2. Proof of payment and written statement of objection along with evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. The Association shall have the right of inspection in order to review said proof of payment. There shall be no charge to the Association for such mandatory fair share deductions.
3. Any unit member making payments as set forth in above, and who requests that the grievance or arbitration provisions of this Agreement

be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Hold Harmless Clause

- A. SGTA agrees to pay to the District all legal fees and legal costs incurred in any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the fair share fee provisions of this Agreement or their implementation.
 - B. SGTA shall have the exclusive right to decide and determine whether any such or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.
3. The Association shall hold the District harmless against any claims or liability arising from actions taken or not taken by the District pursuant to this Section.

E. Names and Addresses

- 1. The District shall, by October 15 of each school year, furnish to the Association for internal organizational purposes a list of names, addresses and telephone numbers of all unit members, except those who have requested confidentiality.
- 2. The District shall, by November 15 of each school year, furnish to the Association and to each unit member without charge a list of the names, addresses and telephone numbers of all unit members, except for those who have requested confidentiality. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties.

F. Use of Facilities

The Association shall have the right to use institutional facilities at reasonable times as approved by the Superintendent or his/her designee (site administrator) for the purpose of meetings. Authorized representatives of the Association shall have the right of access to areas in which unit members work, so long as there is no interference with work and normal business.

G. Distribution and Posting of Materials

1. The Association may distribute organizational literature on District property, provided it conforms to Section I hereof, and does not interfere in any way with District business. No persons shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature may be distributed, or left for pickup, in the faculty rooms or dining room or other appropriate site locations as designated by the site administrator.
2. The Association shall have the right to post notices of Association concern on a bulletin board in an area frequented by unit members.

H. Use of Site Mail Boxes

The Association shall have reasonable use of the internal school mail system to distribute organizational material.

I. Content Restrictions

Any literature to be distributed or posted must meet professional and ethical standards, be dated, and identify the person and/or organization responsible for its promulgation.

J. Furnishing Information

1. The District shall upon specific request and in a timely manner furnish the Association with a copy of all non-confidential documents within its possession which are necessary for the Association to fulfill its role as the exclusive bargaining agent.
2. The District shall provide to each Association officer, building representative, committee chairperson and negotiating team member a copy of all non-confidential Board Agenda materials prior to each Board of Education Meeting. The District shall deliver to the Association three (3) copies of the following information on the District's financial condition:

- Annual Financial Audit
- Preliminary Budget
- Publication Budget
- Approved Final Budget
- Two interim and one final "FMAC" Financial Report with Solvency Certification
- PBAS monthly object summary PBO302 - R7 - All funds - Income and Expenses
- PBAS Report of Expenditure to Budget (when development completed)

When the above financial reports are included in a Board Agenda package, distribution of the Agenda package to Association Representatives constitutes delivery of that financial material. County PBAS reports listed above will be delivered to the Association within three (3) business days of receipt.

3. The Assistant Superintendent, Business Services, shall periodically meet with the San Gabriel Teachers Association's President and two Designees to review income and expenditure activities regarding the budget and finances.

ARTICLE III RETAINED RIGHTS

A. This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as: (1) expanding the rights of the District beyond statutory and constitutional limits; (2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or (3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail.

1. Subject to the foregoing qualifications, it is agreed that all matters which are not enumerated as within the scope of negotiations in Government Code Section 3543.2, and also all powers and rights which are not limited by the terms of other Articles of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to:
 - a) determine the management, organization and operational structure of the District;
 - b) determine the financial structure of the District and all budgetary matters, including all sources and amounts of financial support, income and debt, and all means and conditions necessary or incidental to securing the same, all fiscal and budget policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures expressly required by this Agreement;
 - c) determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the personnel, work, service and activity functions assigned to each of such properties;
 - d) determine the services to be rendered to the public, and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services;

- e) determine the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject to Education Code restrictions upon same;
- f) determine the utilization of personnel not covered by this Agreement, including but not limited to those excluded from the bargaining unit in Article I herein, to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;
- g) determine educational policies, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, standards of conduct and all rules, policies and practices for students, employees and the public regarding such matters, subject to the consultation rights of the Association as provided by Government Code Section 3543.2;
- h) select, classify, direct, utilize, promote, demote, discipline in accordance with sections 44932 et seq. of the California Education Code, lay off, terminate and retire any personnel of the District;
- I) assign employees to any location (subject to Article VIII, Transfers), and also to any facilities, classrooms, activities, academic subject matters, specialties, departments and grade levels;
- j) determine staffing patterns, including but not limited to the number of employees and the determination of whether, when and where there is a job opening;
- k) determine the job classifications and qualifications thereof;
- l) determine the duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards;
- m) determine all affirmative action and equal employment policies and programs to improve the District's utilization of women, handicapped and minorities;
- n) determine the dates, times and hours of operation of any District facility, function, service or activity;
- o) determine safety and security measures for all personnel, facilities and equipment; and
- p) determine the rules, regulations and policies for all employees, students and the public except as limited by other Articles of this Agreement.

2. It is understood that the right to "determine" as used herein includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.
- B. The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute, the only contractual limitations upon the District's rights. The exercise of any right reserved by the District herein in a particular manner or the non-exercise of any, such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
 - C. It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article IV, unless the grievance in question is an allegation that the District has violated an express provision of some other Article in this Agreement, which Article is itself subject to grievance and arbitration.

ARTICLE IV
GRIEVANCE PROCEDURES

A. General Provisions

1. A grievance is an allegation by a unit member that the District has violated an express provision of this Agreement, and that by reason of such violation the grievant's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. The District shall be the respondent in all cases. The Association may itself grieve only with respect to an alleged violation by the District of the rights specifically reserved to the Association in this Agreement. The failure to process a grievance under the terms of this Agreement shall not be used as evidence of acquiescence or past practice in the resolution of a later dispute. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.
2. The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to grievances. In order to encourage a professional and harmonious disposition of complaints, it is agreed that from the time a grievance is filed until it is processed through the final step of these procedures, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding grievance.

B. Informal Level

Before filing the formal written grievance, the grievant and/or association representative shall make a reasonable attempt to resolve the matter by means of an informal conference with his or her immediate administrator.

C. Level I

1. After completing the informal level, and in no event later than twenty (20) working days of the informal conference the grievant or the Association must present such grievance in writing to the immediate administrator. If neither the grievant nor the Association has actual or constructive knowledge of the occurrence of the grievance act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or the Association knew or could with reasonable diligence have known of the occurrence.
2. The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
3. Either party may request a personal conference with the other party. The immediate administrator shall communicate a written decision to the grievant and the Association representative, if any, within ten (10) working days after receiving the grievance, and such action will terminate Level I.

D. Level II

1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his/her designee within ten (10) working days after termination of Level I.
2. This written appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or his/her designee may request a personal conference.
3. The Superintendent or designee shall communicate a written decision to the grievant and the Association representative, if any, within ten (10) working days after receiving the appeal, and such a decision will terminate Level II.

E. Mediation:

1. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level II, the

grievant and/or Association may request, within ten (10) working days after receiving the decision, that the Association submit the grievance to mediation. Any costs associated with mediation shall be equally borne by both the Association and the District.

2. A conciliator/mediator from the California State Mediation/Conciliation Service or from any other mutually agreed upon recognized dispute resolution center, will be requested and assigned to assist the parties in the resolution of the grievance.
3. The mediator, within ten (10) working days of the request or as soon thereafter as possible, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.
4. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. The agreement shall be non-precedent setting and shall constitute a settlement of the grievance.
5. In the event that the grievant, the Association, and the District have not resolved the grievance with the assistance of the conciliator/mediator within fifteen (15) working days from the first meeting held by the conciliator/mediator, the Association may terminate the mediation and the grievance may proceed to arbitration.

F. Arbitration

1. General Provisions

Grievances which are not settled at Level II or mediation, and which the grievant and the Association desire to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable. Nothing herein shall preclude the parties from agreeing to expedited arbitration procedures by mutual written agreement in any particular case.

2. Bifurcated Arbitration

Arbitration, as used in this Article, shall refer to questions regarding whether a dispute is a grievance under the terms of the Agreement, whether a grievance was filed or processed in a timely manner or whether the dispute has become moot. The parties shall submit any dispute about arbitrariness to the arbitrator. The arbitrator shall not consider the merits of the case until and unless he/she finds the underlying dispute to be arbitrable within the meaning of this Agreement. The arbitrator shall decide whether and when the merits of the underlying case shall be heard.

3. Selection of an Arbitrator

- a) As soon as possible, and in any event not later than ten (10) working days after the District receives the written notice of the Association's desire to arbitrate, the District and the Association shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list provided by the State Conciliation and Mediation Service.
- b) The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the above list.

4. Limitations upon Arbitrator

- a) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an express provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other or in briefs.
- b) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of the terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in what is in effect a modification (whether by addition, detraction, or revision) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award

merely because in his opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

- c) The arbitrator may hear only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

5. Arbitrator's Decision Final and Binding

- a) The decision of the arbitrator as provided above shall be final and binding upon the District, the Association and the grievant.
- b) The grievance and arbitration procedures, described above are, to be the Association's and the unit member's sole and final remedy for any claimed breach by the District of this Agreement, unless specifically provided otherwise herein. The parties retain their rights to seek judicial review of an arbitration decision pursuant to applicable law.

6. Expenses

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case, with the exception of released time which shall be as provided in Section H of this Article and in Article II, Section C.

G. Failure to Meet Time Limits

If the grievance is not processed by the grievant and/or the Association in accordance with the time limits set forth in this Article, it shall be considered untimely and dismissed. Disputes regarding the timeliness of a grievance shall be resolved in accordance with Section E of this Article. The District shall respond to all grievances at all levels in a timely manner. If, however, the District fails to respond to a grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant and/or the Association (whichever is applicable) may proceed to the next step.

Time limits herein may be lengthened or shortened in a particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur beyond Level I as a result of the summer recess. Time limits affected by the Winter or Spring recess shall be extended by five (5) working days.

H. Association Representatives

The grievant shall be entitled, upon his/her request, to representation by the Association at all grievance meetings, although it is understood that normally the meeting at the informal level will be limited to the grievant and immediate administrator. In situations where the Association has not been invited by the grievant to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

I. Reasonable Released Time

Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled in such a manner that they will not conflict with regular duties. However, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time without loss of salary will be provided to the grievant and his/her authorized Association representative, if any. This constitutes reasonable periods of released time within the meaning of Government Code Section 3543.1(c).

J. No Reprisal

There shall be no reprisals or harassment against a unit member for initiating or processing a grievance at any level, or assisting a grievant in the above procedures.

K. Grievance Files

The District records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Access to the grievance files shall be limited to the grievant and/or his/her representative and administrative personnel who have a legitimate need to have such access.

ARTICLE V
WORK STOPPAGE

A. Apart from and in addition to existing legal restrictions upon work stoppage, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article IV, disputes which are not subject to the grievance provisions of Article IV, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes.

In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its officers, agents and representatives will do everything reasonable within their power to end or avert the same.

- B. Any unit member engaging in any strike, walkout, slowdown or work stoppage of any nature whatsoever against the District in violation of this Article shall receive no pay for the days involved, and shall be subject to discipline or termination pursuant to applicable Education Code Procedures.
- C. In the event that this Article is violated by direct or indirect action of a grievant over his or her grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article IV, the Association (and the grievant) shall be deemed to have waived the right to process the grievance or dispute through the grievance procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE VI
LEAVES OF ABSENCE

A. General Provisions

- 1. A leave of absence is an authorization for a unit member to be absent from active duty, generally for a specific period of time and for an approved purpose.
- 2. At the expiration of the leave of absence, the unit member shall be reinstated in a certificated position comparable to that held at the time of the granting of the leave of absence (assuming no layoff or termination under applicable Education Code provisions) unless other arrangements are mutually agreeable to the unit member and the Superintendent. Every effort will be made to return the unit member to the previous assignment, unless he/she would have been transferred or reassigned anyway.
- 3. A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must have been maintained in full force.
- 4. Unless otherwise provided herein, unit members on a paid leave of absence shall receive wages, all applicable health and welfare benefits, and retirement credit, the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their health and welfare benefits for the balance of that pay period, and thereafter shall be allowed to remain on continued coverage at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District and provided that such conversion is permitted by the insurance carriers.

5. Part-time regular unit members shall be entitled to leaves of absence in the same ratio as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.
6. "Members of the immediate family" as used in this Article are defined as the mother, father, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, step child or step parent, foster parent or foster child, grandmother, grandfather, grandchild, aunt or uncle of the unit member or of the spouse of the unit member, or any relative living in the immediate household of the unit member.
7. Unit members who are on extended leave, but whose leave expires during the school year must, in order to retain their right of return, notify the District of their intention to return, and must do so at least 45 days prior to the expiration of the leave; those whose leave expires at the end of the school year must give such notice no later than March 1. The District shall give notice of this requirement at least 30 days prior to the above-mentioned deadlines.
8. It is agreed that a unit member who is absent from work other than for those days as authorized by stated law or authorized leave or released time provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service and the unit member shall be subject to disciplinary action pursuant to applicable Education Code provisions.
9. All unpaid leaves of absence requests for the following year should be made in writing not later than April 1, except for emergencies and/or other unusual circumstances.
10. All references to spouse within this Article shall include domestic partners.

B. Notice of Absence

A unit member intending to be absent at any time must notify the District and/or its agent by 7:00 a.m. of the day of the absence. Unless specifically stated as to day of return, the unit member shall notify the District by 3:00 p.m. of the member's intent to return. If the unit member does not call by 3:00 p.m., the District may require the unit member to take sick leave for one additional day.

C. Sick Leave

1. General Provisions

- a) The purpose of sick leave utilization shall be for physical and mental disability absences which make continued employment impracticable, or for legally established quarantine.

- b) Unit members who are employed full time for five days a week for a school year of service (September to June) shall be entitled to ten (10) days of leave of absence annually for sick leave purposes. Unit members shall receive full pay for sick days thus allowed in any school year, and the number of days not used shall accumulate from year to year. Every unit member who works less than full time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.
- c) Allowable sick leave credit for any one school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final check.
- d) A unit member utilized in a paid certificated capacity for summer school shall accrue one (1) day of sick leave per summer session, to be added to the unit member's total sick leave accrual. Accrued sick leave days may be utilized for physical and mental disability absences during summer school, not to exceed three (3) days. Absences beyond three (3) days or absences for which the unit member has no accrued sick leave shall be unpaid.
- e) The District shall annually notify each unit member of his/her accumulated sick leave accrual and entitlement, on or before October 15.
- f) The District shall comply with the provisions of Education Code Section 44977 for absences in excess of available sick leave. The maximum time allotted under Section 44977 shall be five (5) months per illness or accident.

2. Compensation

The five-month period of time runs consecutive with accumulated sick leave.

Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent under the provisions of this policy shall receive the difference between his or her pay and the District's day-to-day substitute rate. In order to qualify for such differential pay, a unit member shall utilize available leaves in the following sequence:

1. All industrial accident or illness leaves days, when applicable.
2. All remaining current year days credited for sick leave.
3. All accumulated sick leave.

If at the end of the five month period, the employee is not able to return to work, he/she shall be placed on a re-employment list (24 months for a probationary employee and 39 months for a permanent employee).

3. Return to Service

- a) Upon return to active service, the unit member shall complete the Employee's Absence Report and submit it to the immediate administrator.
- b) A unit member whose absence under this policy exceeds five (5) consecutive calendar days shall provide, if requested by the District, at his/her own expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being. Also, the District may upon reasonable cause require verification of absence of less than five (5) calendar days.

D. Personal Necessity Leave

- 1. Personal necessity leave may be utilized by a unit member who has sufficient sick leave credit, for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with during off-duty hours. This includes confidential personal emergencies.
- 2. A unit member may elect to use not more than ten (10) days per year of unused sick leave for purposes of personal necessity leave. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of Personal Necessity Leave shall not exceed the number of full days of unused sick leave to which the unit member is entitled. Exceptions may be made by the immediate administrator or the superintendent to grant up to ten (10) days per year based upon unusual and extenuating circumstances.
- 3. The unit member shall submit written notice to the immediate administrator by 3:00 p.m. of the preceding work day that he/she intends to take personal necessity leave, except where extenuating circumstances make such notice impossible, as in the following examples:
 - a) Death or serious illness of a member of the immediate family. Requests granted under this section shall be in addition to those provided under the section of this Article entitled "Bereavement Leave";
 - b) Accident involving the unit member or his/her property, or the person or property of a member of the immediate family;

- c) Personal necessity leave may be used for funerals of close personal friends or relatives in addition to immediate family, subject to approval of the site administrator.
 - d) Confidential personal emergencies.
4. The unit member shall make every reasonable effort to comply with the District procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence at the earliest possible time.
 5. Verification may be required for just cause. Just cause for requesting verification may include, but not be limited to:
 - a) Observing a pattern of requests, such as always Fridays or Mondays.
 - b) Indications of a pattern of requests including taking or extending vacation or holidays.
 - c) Absence that includes being paid for consulting or other employment.

Verification shall not be requested arbitrarily, capriciously, or unreasonably.

6. Immediately upon return to active service the unit member shall complete the District's Employee Absence Report and submit it to the immediate supervisor.

E. Bereavement Leave

1. A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family, without loss of salary. This leave will be for no longer than three (3) days for each death, except that if out-of-state travel in excess of 200 miles is required, five (5) days will be authorized; and if in-state travel in excess of 200 miles (one way) is required, four (4) days will be authorized. Additional days of absence beyond those described herein are provided in this Article in the section entitled "Personal Necessity Leave." Use of this leave normally shall commence within seven (7) calendar days from the date of the death of the family member, and days taken normally shall be taken consecutively. However, extenuating circumstances may justify departure from these requirements.
2. Unit members utilized in a paid certificated capacity outside of the regular school year shall receive the same bereavement leave benefits as during the regular school year.
3. Bereavement leave, as authorized within these procedures, shall not be deducted from leaves granted by other entitlements of this Article.

F. Judicial and Official Appearance Leave

Judicial and official appearance leave shall 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 for reasons not brought about through the initiation, connivance or misconduct of the unit member.

1. Jury Duty

- a) A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty not to exceed a total of ten (10) days per school year. Juror's fees and mileage shall be retained by the employee for the extra preparation required to be absent from work for jury duty.
- b) Unit members on jury duty leave of absence shall notify the District of their intent to return to work by 3:00 p.m. of their last day of leave, if possible.
- c) If a unit member is unable to notify the District of his/her intent to return by 3:00 p.m., due to factors beyond the control of the unit member (such as late notification by the court), the unit member shall notify the District of his/her intent to return as soon as reasonably possible.
- d) The District shall not require the unit member who has provided late notification of intent to return from jury duty leave, as provided in Paragraph d above, to take additional leave of absence, notwithstanding the provisions of Article VI, Section B of this Agreement.

2. Court Appearance (other than Jury Duty)

For any necessary court or agency appearances, the unit member may utilize personal necessity leave, or unpaid personal leave if personal necessity leave is exhausted. However, if any court or agency appearance is required of a unit member by the District, or if a unit member is subpoenaed to testify regarding a matter integrally related to his/her professional responsibilities in the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

3. Dismissal Hearings

A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at his/her regular rate for any absence(s) from regular duties while attending said hearing.

G. Industrial Accident/Illness

1. Industrial accident and illness leave shall be granted to unit members, in accordance with provisions of this procedure, for injury or illness incurred, within the course and scope of the unit member's assigned duties.
2. In order to qualify for industrial accident or illness leave coverage, the unit member claiming such leave shall be subject to examination at District expense by a District-appointed physician to verify the unit member's condition and to evaluate any claims.
3. A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and from the treating physician, certifying ability to return to his/her position without restrictions and without detriment to his/her physical and emotional well-being.
4. A unit member who has sustained a job-related injury or illness shall report the injury to the immediate administrator on the District Accident Report Form no later than the next scheduled work day following the accident or, if that is not possible, as soon as practicable under the circumstances.
5. Allowable leave hereunder shall be for not more than sixty (60) days on which the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Allowable leave shall not be accumulated from year to year.
6. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. Any unit member receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State.
8. During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.
9. Upon conclusion of the industrial leave, the unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary.

For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

H. Pregnancy and Maternity Disability

Written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

I. Child Care Leave

1. An unpaid leave of absence up to two consecutive semesters shall be granted upon request to a unit member for child care purposes.
2. The starting and ending dates of such leave shall be determined by mutual agreement between the District and the unit member.
3. Request for leave shall be made as far in advance as reasonably possible, and in no event less than one month before the leave is to commence, unless such time is shortened by the District to accommodate an unforeseeable emergency situation.

J. Military Leave

Every unit member employed by the District in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any rank of such military service, shall be entitled to and granted a military leave of absence, in accordance with Education Code Section 44800.

K. Family Care and Medical Leave

Employees may be granted family care and medical leave pursuant to Government Code section 12945.2 under the following terms and conditions:

1. An employee shall have been employed for a minimum of twelve months and at least 25 hours a week during this period to be eligible for family care and medical leave.
2. Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee's child, spouse or parent.
3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision of a health care provider.

4. An employee who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any twelve month period and twelve work weeks of paid (at the same level paid for employees not on leave) health and welfare benefits. A twelve month period commences on the first day of leave.
5. An employee may elect or the District may require an employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid negotiated time.
6. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
7. An employee and the District must mutually agree for an employee to substitute for family care and medical leave, accrued sick leave for the birth, adoption or foster care of a child, or also for the serious health condition of a child, spouse or parent of the employee.
8. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945.
9. The above provisions are intended to, and shall comply with the provisions of Government Code section 12945.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.
10. Alleged violations of this provision shall be filed with the Fair Employment and Housing Commission and shall not be subject to the grievance procedure in this agreement.

L. Health Leave

1. A regular permanent unit member may, at the discretion of the Board of Education, be granted an unpaid leave of absence for reasons of health, such leave to be specified for a period of not less than one semester or more than one school year.
2. A unit member who is seeking an approved Leave of Absence for health reasons shall submit a written request accompanied by a medical statement verifying the need for the leave. Said request shall include the desired beginning and ending dates of the leave.
3. The request shall be submitted to the Superintendent in sufficient time for consideration and presentation to the Board of Education prior to the desired effective date of the leave. The Board shall not act arbitrarily or capriciously in determining whether to grant the leave.

4. A unit member shall not accept gainful employment while on a health leave of absence without prior written approval of the Superintendent or his/her designee.
5. Prior to returning to active duty, the unit member shall submit a medical statement indicating the ability to assume assigned duties without restrictions and without detriment to his/her physical or emotional well-being.

M. Personal Leave

1. General Provisions

- a) A unit member may, at the sole discretion of the District, and without creating precedent, be granted an unpaid leave of absence for reasons satisfactory to the District and not enumerated elsewhere in this Article.
- b) A unit member may be granted a leave of absence for personal reasons for a period not to exceed one year. This leave may be extended at the discretion of the Board of Education.
- c) Leaves of absence shall not be granted for the purpose of accepting other employment, unless disclosed to and approved by the Board of Education.

2. Procedures

- a) A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave. All leaves of five (5) days or less may be granted upon the approval of the Superintendent or designee. The District shall act in a timely manner.
- b) All leaves longer than five (5) days may be granted upon the approval of the Board of Education. The request shall be submitted to the Superintendent at least five (5) working days prior to the next regular Board meeting that is prior to the proposed effective date of the leave for consideration and presentation to the Board in its agenda. This rule may be waived in extreme emergencies.

N. Legislative Leave

A permanent unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

O. Sabbatical Leave

1. Purpose

Unit members may be granted a leave of absence for the purpose of professional study or travel which will benefit the pupils and the schools of the District. A sabbatical leave for the purpose of travel normally will be approved only if the proposed travel program incorporates a plan of study or research, in an area related to such unit member's field of work.

2. Eligibility

- a) To be eligible for a sabbatical leave, the unit member must have served at least seven years as a regular full-time certificated employee of the District. A year is defined for purposes of this section as service for not less than 75 percent of the days required of full-time unit members.
- b) After a unit member has had a sabbatical leave, an additional seven years must be served before becoming eligible for another sabbatical leave.
- c) The number of unit members absent on sabbatical leave at any one time shall not exceed two percent (2%) of the total number of members in the unit.

3. Length of Leave

- a) Sabbatical leaves shall be not less than one quarter, nor more than two semesters in duration. A two semester leave must be completed during one school year.
- b) Interruption of the program of study or travel caused by serious injury or illness shall not affect the amount of compensation to be paid under the terms of such sabbatical leave, provided the Superintendent has received notification of such accident or illness by registered or certified letter within 15 days of the occurrence of the injury or illness, together with evidence of physical condition satisfactory to the District.

4. Compensation

- a) A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent, unless such employment was disclosed and approved as part of the application procedures described below, or is subsequently approved, upon request, due to extenuating circumstances.
- b) Compensation for the unit member on sabbatical leave shall be one-half of the salary which would have been received had he or she remained in active

service. The unit member shall receive service increments, salary reclassification, and any other benefits to which such member would have been entitled had active service status been maintained.

- c) The unit member must post a suitable bond indemnifying the District against loss should the unit member either fail to satisfactorily complete the leave conditions, or fail to render service to the District upon return for at least twice the amount of time spent on the approved sabbatical leave. The amount of the bond shall be equal to the sabbatical leave pay. The bond shall be exonerated in the event the failure to render the agreed-upon services is due to death or physical or mental disability of the unit member.

5. Application Procedure

- a) Applications must be submitted on forms provided by the Superintendent and must be filed by October 1 for leaves to be taken during the second half of any school year. Applications for the first half of the subsequent school year and for two-semester leaves must be filed by March 1.
- b) Applications must include a complete outline of the proposed leave program and a statement of how the program will benefit the schools and pupils of the District.
- c) Priority in selection shall be given to the value of the leave to the District, soundness of the leave proposal, and lengths of service in the District.
- d) Applications will be reviewed and recommendations made for the approval/disapproval as provided herein:

1) Applicant

- (a) Completes application form for sabbatical leave in triplicate and submits the applications to the Superintendent. The Superintendent shall respond within thirty (30) days.
- (b) If informed of leave approval, obtains a self-financed satisfactory statement of health (physical examination) and submits the results to the Superintendent.
- (c) Posts suitable indemnity bond pursuant to above.
- (d) Notifies Assistant Superintendent, Business Services in writing of address to which warrants are to be forwarded.
- (e) Upon return from sabbatical leave, the unit member shall file the required report. The unit member shall not be considered

as having completed the requirements for the sabbatical leave until the report noted above has been verified by the Sabbatical Leave Committee and approved by the Board of Education. The applicant shall have thirty (30) days to correct any deficiencies in the report.

2) Application Review and Approval

(a) The applicant's service records and applications for leaves shall be reviewed by a Sabbatical Leave Committee. The Sabbatical Leave Committee shall be composed of:

- (1) Superintendent (Chairman);
- (2) Two administrative members, appointed by the Superintendent; and
- (3) Two unit members appointed by the Association, one representing the elementary school personnel and one representing middle school and one representing high school personnel.

3) Sabbatical Leave Committee Duties

(a) Each member of the Sabbatical Leave Committee shall:

- (1) Evaluate each application in advance of and during meetings of the Committee; and
- (2) Evaluate each application with the following scale: "Highly Recommended", "Recommended", "Recommended with Low Priority", or "Not Recommended".

(b) The Chairman of the Committee will prepare a composite evaluation of each application, based on individual evaluations of the Committee members, to be forwarded to the Board of Education.

4) Board of Education

Approves or denies applications acting upon recommendation of the Superintendent. The Board's decision to deny any application or applicants shall not be subject to the grievance provisions of Article IV.

5) Superintendent

Notifies unit member of disposition of leave application and invites unit member to discuss conditions and terms of leave, if approved, or reasons for non-approval of a leave request. Meets with unit member for purpose of establishing bond.

6) Withdrawal Privilege

Any applicant may withdraw his/her application for sabbatical leave up to thirty (30) days prior to the effective date of the leave.

6. Return From Leave

The unit member shall, within sixty (60) days following return to active service in the District, 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:

- 1) Formal Study Leave: An official transcript showing all courses completed and/or degrees earned and a copy of all pertinent materials developed during the leave.
- 2) Travel Leave: A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.
- 3) A recommendation for use within the District of all of the materials collected or developed.

7. Failure to Return or Observe the Sabbatical Leave Plan

If it should be determined by the Superintendent that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled, the Board, upon recommendation of the Superintendent, may take action against the indemnity bond. Failure to satisfactorily provide the required report is considered to be a failure to fulfill a condition of the leave.

ARTICLE VII
HOURS OF WORK

A. General

It is agreed that the varying nature of a unit member's professional duties does not lend itself to a work day of rigidly established length, and that such duties usually require both on-site and off-site hours of work.

B. Normal On-Site Obligation

1. Regular classroom teachers shall be present at school at least 30 minutes before the students' normal instructional day begins. Those teaching 0 period at Gabrielino High School shall report in sufficient time to begin professional duties. The normal daily on-site obligation of such personnel shall be seven and one half (7-1/2) hours per day inclusive of the lunch period. [Other unit members, such as counselors and librarians, shall have a normal on-site obligation of eight (8) hours inclusive of the lunch period.]
2. It is understood that a site administrator may in his or her own sole discretion from time to time release any individual unit member from his or her normal on-site obligation without creating precedent. In the absence of such release or other administrative direction, unit members shall remain on-site during the established normal on-site hours, except during lunch period.
3. The normal on-site hours shall also be observed on days when pupils are not in attendance, in-service days and the like. However, when the District schedules a night activity involving unit members, the unit members may be released early by the immediate administrator. In the 1999-00 school year, the District shall schedule four (4) shortened days (1:30 dismissal, K-5; 12:05 dismissal, Jefferson Middle School; 12:35 dismissal, Gabrielino High), as follows:
 - a) First day of school*
 - b) Parent Information Night
 - c) Open House
 - d) Last day of school - dismissal time shall be at the end of the instructional day. Each site will cooperatively agree on the dismissal time and supervision.

*Jefferson Middle School and Gabrielino High School will schedule an alternate shortened day in lieu of the first day of school.

C. Instructional Hours

The minutes of instruction for students shall be established by the District, and shall not exceed the following yearly maximums:

- a) Kindergarten: 36,000 minutes
- b) Grades 1-3: 50,400 minutes
- c) Grades 4-8: 55,125 minutes
- d) Grades 9-12: 64,800 minutes

D. Waiver-Modified Instructional Day

If it is determined at a site that a waiver of the Collective Bargaining Agreement is necessary in order to implement a modified instructional day plan the following procedure shall be followed:

1. A ballot shall be cooperatively developed and conducted by the Association and the principal at the school site.
2. At least one week prior to the vote, all Bargaining Unit members shall be provided with a written explanation of the requested waiver. The explanation shall include, but is not limited to, the specific contract provision to be waived, the duration of the waiver, evaluation process, and the projected impact on staff, students, and the educational process.
3. A secret ballot shall be conducted by the Association building representative or designee at the school site.
4. An eighty percent (80%) vote of the unit members at the school site casting ballots is necessary for passage of the waiver.
5. Completed waiver application shall be submitted to the San Gabriel Teachers Association Executive Board and the San Gabriel Unified School District Board for final approval.
6. Based on implementation of a modified instructional day, the parties agree that during the month of April of each year, the unit members at a school site shall review the waiver of the negotiated contract provisions as to the continuation of this waiver into the subsequent school year. An 80% vote by the unit members at the school site shall be required to continue the waiver.

E. Other Duties

1. In addition to assigned classroom teaching (or nursing, library or counseling) duties, unit members are expected to perform their other professional duties. Examples of such duties include: planning; selecting and preparing materials for instruction; reviewing and evaluating work of pupils; conferring and counseling with pupils, parents, staff and administrators; keeping records; attending faculty, departmental and grade level meetings; assuming reasonable responsibility for the proper use and control of District property assigned to the unit member (materials, supplies and equipment); preparation for assigned duties, including participation in staff development and other training and continuing education efforts; participating and cooperating in school-related activities such as Open House, Parent Information Night and field trips.

The Association and the District recognize the many demands upon unit members' time and the requirements of their positions. Therefore, attendance at regular faculty, departmental and grade level meetings will be limited to a total of 2 a month. Every effort will be made to conclude meetings within 30 minutes.

School site specific situations, needing immediate attention (such as W.A.S.C. and Program Improvement and Coordinated Compliance Review), may require additional meetings, not to exceed 2 per month and 45 minutes in length.

Draft agendas for every meeting shall be given to staff members at least 24 hours in advance.

A monthly meeting schedule will be provided to faculty at least a week before the first day of each month for all meetings. The schedule will include the date, time, location, purpose, duration of each meeting.

2. Other professional duties are by their nature subject to sharing or distribution among the staff at each site. Such duties are normally performed on a volunteer basis, but in any event are to be equitably distributed among the staff and scheduled with reasonable advance notice. Examples of such duties are: supervision of co-curricular and extracurricular school activities of pupils, including student organization activities, playground, recess, athletic and social events, and serving on committees providing advice and service to the District.
3. The Association's President be relieved of all adjunct duties at his/her option.
4. The District shall administer this Article in a reasonable manner and not in an arbitrary, capricious or vindictive manner, such as consistently holding building meetings outside of normal duty hours.

F. Overload Assignment

1. A full-time teaching assignment at the secondary level shall be five (5) teaching periods and one (1) conference period at Gabrielino High School, or six (6) teaching and one (1) conference period at Jefferson Middle School. Any teaching assignment of a regular full-time unit member in addition to the above shall be considered overload. Overloads shall not include voluntary sixth period coaching. The parties agree that overload assignments shall be kept to a minimum and only be authorized when required to fill a classroom which cannot be filled as part of regular unit member's assignment.
2. The District shall notify all teachers within the school affected, of the need for the services of a full-time teacher for an overload assignment.
 - a) If more than one qualified unit member applies, selection shall be based on the following criteria
 - 1) Credential
 - 2) Seniority
 - 3) Satisfactory evaluation
 - 4) Rotation
 - 5) Where applicable, certification, specific expertise in a particular discipline, or specific abilities in an area required for the opening.
 - b) If no unit members request an overload assignment, the principal shall select a unit member who is qualified pursuant to the following criteria
 - 1) Credential
 - 2) Reverse seniority
 - 3) Satisfactory evaluation
 - 4) Rotation
 - 5) Where applicable, certification, specific expertise in a particular discipline, or specific abilities in an area required for the opening.
 - c) No unit member designated by the principal, shall be required to serve more than one year.
3. Teachers assigned to an overload class are expected to meet their professional obligations by making themselves available to meet with parents, students, and other staff members as needed.

4. Compensation for overload assignments shall be at the rate of one-sixth (1/6) at Gabrielino High School, or one-seventh (1/7) at Jefferson Middle School, of the unit member's regular annual salary.

G. Lunch Period, Preparation Period and Replacement Services

1. Except in emergency situations, each unit member shall receive a daily duty-free lunch break of not less than 30 minutes as scheduled by the immediate administrator. In addition, the District shall continue to observe the past practice of extending the lunch period up to as much as 15 minutes, except when on rainy day schedule or other emergency situations.
2. When a substitute is needed at an elementary school, and would normally be called and is not available, the District will divide any class without a substitute into fifths, with each teacher receiving one-fifth (1/5) of the divided class and one-fifth (1/5) of the daily substitute rate on an hourly basis. A kindergarten teacher substituting for another kindergarten teacher shall receive the full daily substitute rate of pay.
3. Each full-time sixth - twelfth grade teacher shall be afforded one class period daily as a preparation period. Preparation periods shall be used for professional, job-related work which will include preparation for classes, preparation of teaching materials, and conferences with administrators, other employees, counselors, students or parents. The scheduled preparation period may be used for providing temporary emergency teaching services, in which case the teacher who loses his/her preparation period shall be paid the contracted hourly rate (GHS is .9 hours and JMS is .75 hours per period). Emergency substitute work shall be assigned first to volunteers and then to others on an equitable basis.
4. Each full time fourth and fifth grade teacher shall be provided a total average of 150 minutes weekly for preparation time.

H. Assigned Days of Work

The total number of assigned annual days of work for regular full-time unit members shall be 186 for unit members returning to the District and 190 for unit members hired in the previous school year and working less than 75 percent of such year, 180 of which shall be instructional days.

I. School Calendar

1. The 2012-2013 school year shall be scheduled as indicated on the calendar that will be attached hereto as Appendix D.

2. The calendar for 2012-2013 shall consist of 180 instructional days, 3 staff development days, and 3 pupil free days for continuing teachers, and 4 additional pupil free days for new teachers. This results in a total of 186 work days for continuing teachers and 190 work days for new teachers. If the State provides allowance for more than 3 staff development days, the District and the Association agree to negotiate these additional days.

ARTICLE VII
TRANSFERS

A transfer is defined as the relocation or change of site assignment of a unit member. This Article VIII only applies to permanent and probationary unit members. Transfers fall into two categories; (1) voluntary transfers that are initiated at the request of the unit member, and (2) involuntary or administrative transfers that are initiated by the District. The following procedures apply to transfer situations:

A. Posting of Openings

1. A position or opening is created upon the retirement, resignation, or death of a unit member, or by any newly created position. This does not include a leave of absence.
2. The District shall post on the staff section of the website a notice of each opening as it occurs during the regular school year. Each notice shall state a deadline for applications which shall be not less than five (5) school days after the date the notice is posted. The District shall not fill openings before the expiration of the application deadline. In addition, the District shall distribute to each unit member, through District mail, a notice of each opening as it occurs during the regular school year.
3. Unit members request for voluntary transfer shall be processed (including but not limited to interview and selection procedure) prior to the consideration for advertising and considering applications from non-unit members. Unit members shall receive written notification within 5 working days of acceptance or denial for the position.
4. All known openings for the following school year shall be posted by June 1st.
5. During the summer recess, the District shall post at each school location a notice of each opening as it occurs. In addition, the District shall email a copy of each notice to the Association President and to each unit member via email.
6. All positions for which a stipend or hourly wage is paid, except lead teacher, shall be posted via email and website. Selection criteria shall be

based on B.3 below.

B. Voluntary Transfers

1. Whenever any vacancy occurs any unit member shall have the privilege of requesting transfer to any vacant position within his/her classification and covered by his/her credentials.
2. A unit member may file a request for transfer any time. Request for Transfer forms are available at the District Office or from the site administrator's office. Such forms shall include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
3. If more than one unit member applies for a voluntary transfer to one opening, the District shall select the unit member based upon legitimate education program-related needs of the District and shall not be made for vindictive, capricious or arbitrary reasons. The following criteria shall be considered:
 - a) Proper Credential
 - b) Satisfactory evaluations
 - c) Where applicable, subject area major/ minor
 - d) Where applicable, certification, specific expertise in a particular discipline or specific abilities in an area required for the opening
 - e) District seniority when above factors are substantially equal
4. If a transfer is denied, the unit member shall be given, upon request, a written rationale for the denial by the Superintendent or his designee. The unit member may request and be granted a meeting with the Superintendent or his designee to discuss the matter. The unit member may have an Association representative present at such a meeting.
5. The filing of a Request for Transfer shall be without prejudice to the unit member, and shall not jeopardize his/her present assignment. The Request for Transfer may be withdrawn at any time prior to being effected. A transfer has been effected at the time the receiving administrator, the applicant, and the Superintendent concur to the transfer.

C. Involuntary or Administrative Transfers

1. When the District must select a unit member for an involuntary transfer, the District shall apply the following criteria:
 - a) Proper Credential
 - b) Satisfactory evaluations
 - c) Where applicable, subject area major/ minor
 - d) Where applicable, certification, specific expertise in a particular discipline or specific abilities in an area required for the opening
 - e) District seniority when above factors are substantially equal
2. A unit member shall not be subject to an involuntary transfer more than once in any three year period.
3. A unit member may be involuntarily transferred without regard to 1 or 2 above, if his/her position is eliminated.
4. A unit member in prescriptive evaluation status may be involuntarily transferred without regard to 1 or 2 above.
5. When an involuntary or administrative transfer is effected, the initiating administrator will submit a written rationale to the Superintendent with a copy to the affected unit member. An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer. The unit member may file a written response to the reasons given. This response shall be placed in the unit member's personnel file for record purposes upon written request of the unit member.
6. When the District initiates a transfer because a position is eliminated, any unit members being thus administratively transferred shall have first consideration for existing openings. When a choice of positions is possible, unit members may indicate an order of preference for appropriate consideration.
7. Involuntary transfers shall be based upon legitimate education program-related needs of the District and shall not be made for vindictive, capricious or arbitrary reasons. No unit member shall be transferred solely because he/she has applied for any type of leave of absence.

8. When a unit member is involuntarily transferred or reassigned, a letter shall be placed in the unit member's personnel file stating the reasons for the transfer. If the unit member has rendered satisfactory service in his/her previous position it shall be so stated. A signed copy of the letter shall be given to the unit member. The unit member will be given consideration if an appropriate vacancy exists at the school from which the unit member has been transferred.

D. Consultation Regarding Non-Transfer Assignment Changes

1. Prior to making any final decision, regarding the change in a unit member's current grade level or subject matter assignment within a school or administrative division, the immediate administrator or his/her designee shall discuss the proposed change with the unit member and an Association representative if the unit member desires.
2. For information purposes and to aid unit members' class preparation, notice of intended assignment shall be given by the immediate administrator to the unit member as soon as practicable and normally prior to the end of the preceding school year, and notice of any change, therein shall be mailed to the unit member's address of record if it occurs during the summer. If the unit member objects to the proposed change, the unit member's suggested alternative ways of handling the situation shall be considered. The District shall not act arbitrarily or capriciously in making non-transfer assignment changes.

E. Preparation Time and Assistance

1. If a transfer or change of grade level or subject matter is effected during the school year, one day of released time shall be afforded the unit member for preparation purposes.
2. If any change in school site or resident room is required during the school year, two (2) days of released time shall be afforded. In addition, the District shall provide reason-, able assistance in moving the unit member's instructional materials. For purposes of this Article only, the term "school year" shall be defined as the 183 pupil and non-pupil duty days.

ARTICLE IX
EVALUATION PROCEDURES

A. Frequency of Evaluation

Probationary unit members shall be evaluated at least once each year. Permanent unit members shall be evaluated at least once every two years. Permanent unit members who have been employed for at least ten years; are highly qualified under NCLB; whose previous evaluation was rated satisfactory in all areas shall be evaluated at least every three years.

B. Evaluator

The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. If the evaluator is to be anyone other than the unit member's immediate supervisor, the unit member shall be so notified no later than 30 days after the start of the contractual work year.

C. Review of Evaluation Procedures

Evaluators shall, on or before the 30th school day after the start of the contractual work year, hold one or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.

D. Procedures for Setting Standards and Assessment Methods

1. The evaluator and unit member shall attempt jointly to determine the unit member's performance objectives for the school year. This may be done annually for all unit members even though many permanent unit members may not be scheduled for formal evaluation that year. The objectives (POPs) shall be mutually agreed to on or before 45 days after the start of the contractual work year. Development of these objectives shall be completed by October 31. This deadline may be extended by mutual consent. Performance objectives should be stated in terms of the learner wherever appropriate, and may include specific instructional methods, activities and course content. Standardized test scores shall not be used as a basis of evaluation unless mutually agreed upon by the unit member and his/her evaluator.
2. If the unit member and evaluator cannot reach agreement on the standards or assessment methods, the evaluator shall initially determine the standards and assessment methods, and the unit member may appeal to the Superintendent, who may modify the evaluator's determination. If the unit member disagrees with the final determination, he/she may so note for the record, and attach to the final determination a statement of same.

3. The standards established shall be subject to review and possible revision during the school year at the request of either the unit member or the evaluator. The determination of any revision shall be in accordance with the above procedures.
4. The unit member shall have the right to identify any constraints which he/she believes may inhibit his/her ability to meet the objectives and standards established.
5. Non Classroom Teaching Unit Members.
Paragraphs 1-4 above shall be modified, if applicable, to assess performance of non-classroom teachers based upon fulfillment of job responsibilities including standards of the profession where available.

E. Procedures for Evaluation

1. The District and the Association agree that the purpose of the evaluation is to improve and strengthen the quality of instructional programs and services. Discipline and termination proceedings may in appropriate cases be undertaken as a part of or independently from these evaluation procedures.
2. The District retains the sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or assessment techniques or evaluations determined by the evaluator or District, nor shall it contest the judgment of the evaluator; and grievances shall be limited to a claim that the procedures of this Article have been violated or applied in an arbitrary or capricious manner.
3. The evaluator may request a unit member to assist another unit member in need of assistance, and the Association encourages such voluntary assistance. However, unit members shall not formally evaluate another unit member.
4. The evaluator may observe a unit member's performance, at any time, and may evaluate a unit member's performance at any time. Observations shall be conducted in an open manner
 - a) Classroom teaching unit members - each formal evaluation shall be preceded by classroom observations totaling at least sixty (60) minutes in length.
 - b) Non-classroom teaching unit members - Each formal evaluation shall be preceded by at least two (2) observations, if appropriate, or by at least two (2) reviews of performance outcomes.

Formal observations and reviews shall be followed by a timely conference between the evaluator and unit member to discuss the observation or review. This conference or review shall be held within five (5) working days. This deadline may be extended by mutual consent.

If during an informal or formal observation, a need for improvement is necessary, it shall be reviewed with the unit member. If there is no improvement within a reasonable period of time, the concern shall be reduced to writing and signed by the evaluator and unit member. The unit member has the right to submit a written response.

5. Suggestions for Improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:
 - a) Areas where improvement is needed and specific suggestions for improvement;
 - b) Additional resources, if any, that are to be utilized to assist with improvement;
 - c) Evaluator's role in assisting the unit member; and
 - d) Techniques and time schedule for measurement and monitoring of improvement.
6. No later than thirty (30) days prior to the last student day of the school year in which the evaluation takes place, a written copy of the final evaluation shall be presented to the unit member.
7. Prior to the close of the school year a conference will be held between the unit member and his/her evaluator to discuss the summary evaluation. The unit member shall sign the completed evaluation form to acknowledge that he/she read it.
8. In cases of disagreement between the evaluator and unit member regarding the evaluations, the unit member may appeal to the Superintendent who may modify the final assessment made by the evaluator. If the unit member continues to object to the evaluation, he/she shall have a period of five (5) days following receipt of the final assessment to prepare and submit a written reaction in response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.
9. A unit member shall have a right to representation at any pre-evaluation or evaluation conference at which the unit member reasonably believes that

he/she may be subject to discipline or that the conference may result in adverse personnel action.

F. Parent and Citizen Complaints

No negative evaluation of performance shall be predicated solely upon information or material of a derogatory or critical nature which has been received by the evaluator from non-District personnel.

G. Personnel File Material

1. Records of all professional contacts of the evaluator and the unit member related to evaluations, such as observation reports, incident reports, parent comments, and the like, may be retained. Materials in personnel files of unit members which may serve as a basis for evaluation are to be made available for the inspection of the unit member involved upon request. However, the following confidential material is not to be available for inspection: Ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. After four years, detrimental materials shall be removed, upon a unit member's request, from the unit member's personnel file and placed in a sealed envelope, which, is not to be opened without the unit member's prior knowledge and approval, unless required, to release by law. Anyone viewing a unit member's personnel file shall sign their name, date and reason for access. This log shall be made available to the unit member upon request.

To be maintained in all personnel files:

- Sign-in sheet when a file is viewed
- Human Resource Checklist to maintain file to be initialed by H.R. employee when file is modified.

Employees must set up an appointment to view their personnel file at least 24 hours in advance.

2. Information of a derogatory nature, except confidential material mentioned in the preceding paragraph, shall not be entered into the personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from other than classroom duties for this purpose without salary reduction. The District shall make a reasonable investigation of such information, and shall not include information that such investigation shows to be false.

3. A unit member may be accompanied by his/her representative at such time as he/she reviews the material in his/her personnel file. A unit member may give written authorization to his/her representative to review the material in his/her personnel file.
4. Detrimental materials older than four years may not be used in competency hearings.

H. Lawful Non-School-Related Activities

Evaluation of the unit member's performance shall not be predicated upon lawful, non-school-related personal activities which have no impact on the unit member's job performance or effectiveness as an employee.

I. Controversial Teaching Materials

No evaluation of classroom performance shall be predicated upon the unit member's use of "controversial" teaching materials provided that such materials are consistent with the age and maturity level of the affected student and with the District's educational and curriculum guidelines and policies.

ARTICLE X

PEER ASSISTANCE AND REVIEW (PAR)

- A. The San Gabriel Teachers Association (Association) and the San Gabriel Unified School District (District) strive to provide the highest possible quality of education to the students of San Gabriel. The parties believe that all permanent teachers, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a program to improve instruction through peer assistance and professional accountability.

The PAR program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Principal with respect to the process of peer assistance and review. Teachers referred to the program are viewed as professionals who are entitled to have resources available to facilitate performance improvement.

B. Peer Assistance and Review Panel (PRP)

1. All members of the PAR Panel and all Consulting Teacher(s) shall be trained in process and procedures.
2. The PAR Panel shall consist of five (5) members. There shall be two administrators chosen by the Superintendent and three teachers chosen by the Association for a term of two years. A panel member may be reappointed.

A vacancy shall be deemed to exist in the case of resignation, change of assignment, inability to serve or death. If such a vacancy occurs, a

replacement shall be chosen by the Superintendent or Association, whichever is applicable per terms of contract.

3. The PAR Panel shall establish the operational procedures of the Panel, including the method for the selection of a Chairperson.
4. The PAR Panel shall establish its own meeting schedule. To meet, two-thirds of the members of the PAR Panel shall be present. In order to carry out their responsibilities, members of the Panel shall be provided release time. If it is necessary to work beyond their regular workday, they shall be compensated at the District's certificated hourly rate of pay.
5. The PAR Panel shall be responsible for selecting Consulting Teachers (defined in Section D), evaluating Consulting Teachers, and cooperating with the District in designing the in-service training. Written confirmation of participation in the PAR program shall be provided by the PAR Panel to participating teachers, Principals or immediate supervisors, and Consulting Teachers.
6. The PAR Panel, either by consensus or majority vote, shall adopt Guidelines, including a suggested yearly budget presented to the Governing Board through the Superintendent for implementing the provisions of this Article. Said Guidelines shall be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement shall prevail and to the extent the agreement is inconsistent with the law, the law shall prevail. Based upon legislative modification or deletion of the peer assistance and review program, the Association and the District agree to negotiate the effects of these actions.
7. The PAR Panel will assign a Consulting Teacher to the participating teacher. The participating teacher has the right to meet with the PAR Panel to discuss the assignment of the Consulting Teacher within two weeks of notification.
8. It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel/confidential matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq. No documentation other than the consulting teacher's Final Report to the Par Panel shall be placed in the personnel file. All supporting documentation is the property of the PAR Panel and shall be handled as confidential material.
9. The PAR Panel by May 1 shall make recommendations to the Governing Board through the Superintendent regarding participants in the program, including, forwarding to the Governing Board the names of individuals who after sustained assistance are not able to demonstrate satisfactory improvement.

10. The PAR Panel is required to evaluate annually the PAR Program. The Panel may submit annual recommendations for improvement to the Association and to the Governing Board through the Superintendent.

11. Expenditures for the PAR Program shall not exceed its allocated budget.

C. Participating Teachers (PT)

D. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter, and related aspects of teaching. There are two (2) categories of Participating Teachers.

a) Referred Teacher Participants (RTP)

1) Permanent unit members who receive an unsatisfactory evaluation on their Certificated Summary Evaluation Report, shall be referred to the PAR program.

2) The decision of the principal to refer a permanent unit member to the PAR program shall not be subject to the grievance procedure.

3) The Consulting Teacher shall provide assistance to the Participating Teacher for a minimum of one academic year. (This revision is effective July, 2005.) Consulting Teachers shall prepare at least 1 peer review report per school year on each teacher they assist. This report shall be submitted to the Participating Teacher, the Peer Review Panel, and the Principal of the Participating Teacher's school, no later than April 15. The Participating Teacher shall have the right to submit a written response to the Consulting Teacher's report, the right to request a meeting with the PAR Panel, and the right to be represented at this meeting.

4) The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq.

b) Volunteer Teacher Participants (VT)

1) A permanent member who seeks to improve his/her teaching performance may request that the PAR Panel assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance and the Consulting Teacher will not play a role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his or her participation in the PAR Program at any time without a requirement to give a reason for said request.

- 2) Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT can not be utilized in the evaluation process nor put in the teacher's personnel file.

D. Consulting Teacher (CT)

- 1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers shall possess the following qualifications:
 - a) Valid California credential
 - b) At least four (4) years of recent experience in the District as a classroom teacher.
 - c) Demonstrated exemplary teaching ability.
 - d) Extensive knowledge and mastery of subject matter, instructional techniques and classroom management strategies necessary to meet pupil needs.
 - e) Ability to communicate effectively both orally and in writing.
 - f) Ability to work cooperatively and effectively with others.
- 2 A Consulting Teacher provides assistance to a participating teacher in improving instructional performance. This assistance shall typically include:
 - a) Multiple observations of the Participating Teacher during periods of classroom instruction.
 - b) Meeting and consulting with the Principal/designee concerning a referred Participating Teacher.
 - c) Demonstrating good practice to the Participating Teacher.
 - d) Using resources to assist the Participating Teacher.
 - e) Monitoring the progress of the Participating Teacher and maintaining a written record.
 - f) Making two (2) status reports and on final report to the PAR Panel for a Referred Participating Teacher. These reports will be based on the initial written plan developed with the Participating Teacher.
3. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the District Office. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher, one of which has to be an administrator.
4. Consulting Teachers shall be selected by a majority vote of the PAR Panel after one or more representatives of the PAR Panel have conducted a site visitation and a classroom observation of all final candidates.

5. Consulting Teachers shall be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Panel shall monitor and evaluate the effectiveness of the Consulting Teacher and shall make decisions regarding their continuation in the program. The PAR Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Panel shall provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, shall meet with him/her to discuss the reasons.
6. The number of Consulting Teachers in any school year shall be determined by the PAR Panel based upon participation in the PAR Program, the budget available and other relevant considerations. Release time shall be provided.
7. The term of a Consulting Teacher shall be for the period of time determined by the PAR Panel.
8. In the event that a Consulting Teacher is required to work beyond the regular work year, he/she shall receive the District's hourly pay for all additional time pre-approved by the Superintendent or designee.
9. Prior to working with a participating teacher, the consulting teacher shall meet with the principal or designee to review and discuss the referred participating teacher's areas of need.
10. At the request of the Participating Teacher or the Consulting Teacher, the PAR Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time.
11. Subsequent to receipt of an unsatisfactory evaluation in any area(s) (on or about May 10), a consulting teacher shall be assigned on or about June 1.
12. By the end of the contractual work year, the Consulting Teacher shall have met with the Participating Teacher. The Principal shall provide the Consulting Teacher with a copy of the Participating Teacher's Summary Evaluation, and other pertinent written documentation. The Consulting Teacher shall meet with the Participating Teacher and develop a written plan regarding Consulting Teacher assistance.

ARTICLE XI
ZIPPER

- A. In the event of conflict between the terms of this Agreement and any Board Policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

- B. The Association agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects unless mutually agreeable in writing.

ARTICLE XII
SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances, other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. If any such decision or change in law occurs, the parties hereto shall, upon request within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XIII
CLASS SIZE

- A. The District shall make reasonable efforts to meet the following pupil/teacher ratios, subject to the constraints of staff availability and qualifications, plant and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged students, innovations in methods and program and financial ability:
 - 1. Kindergarten: no class size exceeding 33.
 - 2. Grades 1-3: no class size exceeding 32.
 - 3. Grades 4-5: no class size exceeding 35.
 - 4. Combined grades K-1 or 3-4 shall be covered by the primary ratio.
 - 5. Middle school - Grades 6-8: no class size exceeding 36.
 - 6. High School - Grades 9-12: no class size exceeding 36.
 - 7. Special education classes maximum per class for educationally handicapped - 12 or as provided by Code.

- B. Excluded from the above ratios are classes in physical education, instrumental or vocal music, situations in which two or more individual classes are assembled together for special instructional purposes, modular or team teaching situations, any other similar situations, and also any "over-ratio" class for which the teacher or faculty involved has made a written waiver request.
- C. If a unit member reports in writing to the Superintendent (or designee) that his/her class exceeds the above maximums, the District shall ensure compliance with the maximums within fifteen (15) working days, excluding the first four weeks of school and first four weeks after winter break which shall be twenty (20) working days, (first three weeks of each semester for Gabrielino High School) from the date said notice is received by the Superintendent (or designee).

ARTICLE XIV
SPECIALIZED HEALTH CARE PROCEDURES

It is the intent of the District to utilize trained non-bargaining unit personnel, and bargaining unit personnel who volunteer to be trained, to provide or conduct specialized health care procedures including, but not limited to dispensing medication, catherizations, credé, diapering, injections, ileostomies, colostomies, gastrostomies tracheotomy, suction, oxygen, gavage feeding and draining. Bargaining unit personnel may be utilized to provide these services under emergency situations.

- A. An emergency shall include a life threatening or serious health condition that requires immediate implementation of a specialized health care procedure.
- B. Each school site shall develop a designated health care plan for each student that requires specialized health care. Each plan shall identify a primary health care provider and two alternative providers to insure that back-up providers are available when needed.
- C. A pre-placement meeting shall take place at the local site with employees who will be directly involved with a student who needs specialized health care services to discuss the implementation of the specialized health care procedures.

ARTICLE XV
SAFETY AND TEACHING CONDITIONS

- A. The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has exhausted all reasonable means within his or her discretion to remedy the situation.

- B. A copy of any Board policies or administrative procedures then in effect regarding student discipline, corporal punishment and suspensions shall be made available to each unit member, and updated as changes occur.

ARTICLE XVI
TEACHER SUPPORT PROGRAMS

The San Gabriel Teachers Association (SGTA) and the San Gabriel Unified School District (SGUSD) mutually agree to implement a District wide training and support program, for all newly hired teachers who qualify for an SB2042 preliminary credential. For preliminary or professional clear Ryan credential holders, the program shall be voluntary.

The program for Beginning Teacher Assistance shall be the Beginning Teacher Support and Assessment (BTSA) Induction Program for those who qualify. An appropriate support program will be provided for those beginning teachers who do not qualify for BTSA (Intern, Emergency Permit, or Waiver).

ARTICLE XVII
SALARY SCHEDULES AND RULES

A. Salary

The 2012-2013 salary schedule shall be increased by 1% effective July 1, 2012. The hourly rate shall be increased by the same percentage as the 2012-2013 salary schedule.

B. General

1. The salary schedule for the 2012-2013 school year is appended to this Agreement as Appendix A and incorporated herein by reference. This schedule is based on a ratio of 2:1 (F13:A1). An expanded schedule indicating the ratio at each step and column is attached hereto as Appendix B.
2. Unit members who serve less than the required annual number of working days for regular full-time personnel in their classification shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one full school semester shall receive not less than one half the annual salary applicable to their column and step.
3. Salary warrants for regular unit members shall continue to be issued on or about the last working day of each month, with appropriate deductions.
4. Mandatory deductions from gross earnings are those required by law and include Federal and State income tax and State Teachers Retirement System.

5. Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to unit members by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction.
6. Some of the provisions herein may represent changes from previous salary rules. It is the intention of the parties that such changes operate prospectively only, and that any salary settings or credits which were properly received should not be disturbed.

C. Initial Placement on Schedules

1. Credit for service outside the District shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable public school service within the past eight (8) years up to a maximum of four (4) increments. For unit members whose first date of paid service is after September 1, 1985, credit shall be allowed for such service within the past ten years up to a maximum of eight (8) increments except that, for unit members whose first date of paid service is after September 1, 1989, credit shall be allowed for such service within the past fifteen (15) years up to a maximum of twelve (12) increments. For unit members whose first date of paid service is after July 1, 2002, a maximum of five (5) years of private school experience for step increment on the salary schedule shall be accepted, provided the private school is state-accredited, and the unit members in question held a valid Bachelor's degree at the time of teaching.

For school nurses whose first date of paid service is after July 1, 2006, credit shall be allowed for paid service in hospital and other nursing assignment up to a maximum of twelve (12) increments.

2. Employment as a day-to-day substitute shall not be used in computing years of service for salary placement or advancement.
3. All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within 30 days of the signing of the unit member's initial contract. Failure to do so will result in the District's withholding salary warrants until such documents are received. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule as provided hereinafter.
4. Units earned prior to bachelor's degree shall not be considered for salary placement.

5. The accreditation status of college, university, or private school at the time of the unit member's enrollment shall prevail. Previous or subsequent accreditation shall not be considered.
6. Permanent status unit members who resign and are subsequently reemployed within thirty-nine (39) calendar months from the time of last paid service shall be restored to their previous schedule status.

D. Vertical Movement

1. All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. In order to qualify as a year of service, the unit member must have served at least 75% of the regularly assigned annual days of service for that year.
2. In no case shall a unit member advance more than one salary step per year, even if he/she was earlier frozen at a particular step due to failure to meet the previously existing unit requirement.
3. Salary steps shall be based upon accredited years of service rather than service in the District. Accredited service shall include both the years of experience credit granted upon initial placement and the years of actual District service, subject to the 39-month-reemployment limitation of Section B of this Article.

E. Horizontal Movement

1. Course credit for salary placement and movement shall be given only for approved post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission comparable in status to the Western Association of Schools and Colleges. Credit will not be given for duplication of course work.
2. Course credit for salary advancement purposes shall be given only for subject matter courses which are in the field of education, academic areas, District-approved masters' programs or State-approved credential programs. If a unit member desires prior approval for course credit, he/she may submit a request for such approval to the Superintendent, and the Superintendent shall provide a prompt response.
3. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two thirds.
4. Unit members requesting reclassification from one column to another column shall be required to file such requests in writing on forms provided by the

District. In addition to filing such forms it is the responsibility of the unit member to provide the District with official college or university transcripts. The burden of proof of units taken shall be with the unit member. When such reclassification application has been properly submitted and official transcripts have been received and verified by the District, reclassification shall take place in the following manner: if received and verified on or before the 15th of the month, reclassification shall be effective the first day of the following month. If received and verified after the 15th of the month, reclassification shall be effective the first day of the second following month.

5. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for advancement.
6. Audit courses will not be accepted as training credits valid for salary schedule placement or advancement. Credit will not be accepted for course work taken in the armed services, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Course credit will not normally be given for travel courses, but in exceptional circumstances where the course appears to be of particular academic quality and value to both the unit member and the District, approval may be granted.
7. If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, he/she may petition the District for a waiver. Such waiver, if granted at the discretion of the District, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in such lower division courses for salary advancement credit, the unit member must make formal application to the District and receive written approval in the form of the aforementioned waiver. The unit member shall have the option of salary credit or reimbursement for all expenses for any class required by the District.

ARTICLE XVIII
HEALTH AND WELFARE BENEFITS

- A. Effective January 1, 2004, the District's allocation per full time member shall be based on the median price family medical, family delta care USA and family vision. A unit member employed in less than 100 percent of a full-time position shall be entitled to medical benefits in the same percentage his or her employment bears to full-time employment. Family dental and vision benefits shall be fully funded.
- B. The District and the Association shall mutually select the carriers and coverage to be offered to unit members.

- C. Each unit member shall have medical coverage or submit proof of comparable medical coverage. Proof shall be a membership card and benefit information.
- D. Unit members who work a complete school year shall be covered by the applicable plan effective through the last day of September. Unit members employed prior to the first day of the school year shall have insurance benefits commence with the first day of September. Unit members who are employed subsequent to the first day of the school year shall have insurance benefits commence with the next succeeding pay period. Unit members who terminate their employment prior to the close of the school year shall be covered through the last day of the month in which the termination occurs. Unit members who voluntarily terminate employment with the District on the last day of the school year, by resignation, or retirement, shall continue to be covered through September 30 by the plans in which they have participated.
- E. Retired unit members may participate in the medical benefits program provided that:
 - 1. The unit member has been employed by the District in paid status for 10 of the past 12 years immediately preceding retirement, and;
 - 2. The unit member is covered under the negotiated medical insurance plan at the time of retirement.
 - 3. The coverage available to each retired unit member may include dependent health coverage, if requested.
 - 4. The retired unit member is charged the District rate for the carrier selected cost and payment will be made by a monthly deduction from his/her retirement check.
 - 5. Dental and/or vision coverage for either the retired unit member or his or her dependents is available under COBRA.

ARTICLE XIX
SUMMER SCHOOL

- A. **Definitions**
Summer School shall include the instructional programs taught at school sites beyond the District's instructional year and outside the teacher's contractual school year.
- B. **Posting of Positions**
Notice of summer school positions shall be posted at each school site no later than May 15 of each year. The Association shall be provided a copy. Applications for summer school shall be accepted for ten (10) working days after initial posting. No positions shall be filled prior to expiration of the ten (10) day period. These timelines may be adjusted to less than ten (10) days if positions are created within fifteen (15) or less days of the beginning of summer school.

C. Selection Criteria

1. The District is responsible for developing a description of duties, requirements, and qualifications for each position that shall be included in the posted notice. A proper credential is required to be considered for summer school teaching.
2. District employees shall be considered before applicants outside the District.
3. Summer School Program pay shall be the established hourly rate.
4. If a course is canceled due to insufficient enrollment, and the class is subsequently reinstated, the original teacher assigned shall be offered reinstatement.

D. Summer School Sick Leave

District employees shall earn and utilize sick leave as described in Article VI, Leaves of Absence, c. Sick Leave, (d).

E. This article shall apply to all positions funded at the State Summer School rate.

ARTICLE XX
JOB SHARING

A. Unit members may submit to the Superintendent for Board of Education consideration and approval one-year job sharing proposals. The board retains the discretion to approve or not to approve any such proposal.

B. All job sharing proposals shall provide as follows:

1. The proportion of time or days to be assigned to each participant.
2. Salary and benefits shall be prorated in proportion to the time or days assigned.
3. Each partner will substitute for his/her absent partner whenever possible so that the program suffers minimal disruption. In such instance, the absent partner will not utilize sick leave.
4. Each partner will request a personal leave of absence for one year from one-half of his/her position no later than April 1 the year prior to taking the leave of absence, except for emergencies and/or other unusual circumstances. The District will grant such a leave of absence.
5. The job sharing assignment will be for one school year. If one partner decides to leave the assignment during the year, the remaining partner will either assume

the full-time assignment or request a full-time leave of absence, at his/her discretion.

6. Each job sharing proposal will be for one school year.

ARTICLE XXI DURATION

A. Duration

One year agreement from July 1, 2012 to June 30, 2013 with a reopener for Health and Welfare, calendar and one additional Article for each party. Negotiations for the 2013-2014 shall begin after March 15, 2013.

B. Successor Agreement

Negotiations for a successor Agreement shall begin on or after February 1, subject only to compliance with applicable public disclosure requirements.

XXII EARLY RETIREMENT PLAN

General Description of the Plan

Participation in the program is voluntary and is an employee option. By March 1st all employees who wish to participate shall submit a written request.

Terms and conditions contained in the Early Retirement Program are subject to negotiations on an annual basis.

In order to be eligible to participate in the Early Retirement Plan, an employee must meet the following requirements:

1. Be a certificated employee.
2. Be a member of the State Teachers Retirement Systems (STRS) and/or be a member of PERS and a full-time teacher.
3. Be between the minimum STRS retirement age and 65 years of age.
4. Have served a minimum of 10 years of consecutive service as a certificated employee in the San Gabriel Unified School District.
5. Be a regular full time employee (Part-time teachers, substitute teachers, home teachers and hourly personnel are not eligible).

Leave of Absence, unpaid, shall not be counted when computing the number of years served. Sabbatical Leaves shall be counted as though the employee had been on the job. Only those months in which the employee has worked or been in paid status a major portion shall be counted. Ten months of service equals one year.

Participants in this program and the District will enter into a written contract or agreement for the furnishing of services as an early retiree. The terms and conditions contained in the Agreement will be effective for a period of five years or to age 65. The five year limitations shall not apply to the health insurance.

The early retirement stipend for each year shall be based on the rate contracted for at the time of retirement. Currently, this rate is \$5,000.00 per year.

Participants' services shall supplement the existing educational program and staff and shall not replace certificated personnel.

Participants shall not be assigned as substitute teachers.

Retirees shall be required to work 25 days each school year. Pay for services of less than the number of required days will be pro-rated in relation to the days worked. The District will meet its contractual obligation relative to pay and number of days of work provided that the participant also fulfills her/his contractual obligation.

At age 65, or upon completion of the 5 year contract, the "early retiree" shall revert to "retiree" status and shall be entitled to any and all privileges accorded to retirees.

If participants and Board mutually agree to cancel the contract before the five-year period is completed or before early retiree reaches the age of 65, the participant shall, nevertheless, be entitled to any and all privileges accorded to regular retirees.

Employees contemplating early retirement under this plan shall inform the District on or before March 1st of any year by means of a letter of resignation conditional upon participation in this Plan. An agreement shall thereupon be entered into by and between the employee and the District prior to the effective date of the retirement.

A certificated employee who decides to participate in the Early Retirement Plan shall enter into an Agreement with the District subject to the following conditions and further conditions contained in the Agreement itself:

A. Eligibility

1. Age

a. Between the minimum STRS retirement age and 65 years of age.

2. Years of Service

- a. 10 consecutive years in the San Gabriel School District as a full time regular certificated employee.
- 3. Minimum Salary
 - a. Latest annual salary shall have been not less than Column II, Step 10, or its equivalent in dollars.
- B. Days of Work Required
 - 1. Twenty-five (25) days of service shall be rendered to the District. A day shall be equivalent to the regular teaching day.
- C. Maximum Agreement

5 years or to the end of the school year in which the retiree reaches age 65, whichever comes first.
- D. Medical/Dental Insurance

If permitted by carrier, retiree may belong to the District approved medical and/or dental programs at the retiree's own expense. It is the retiree's responsibility to see that premium payments are in the District Business Office on the specified dates. This benefit may be continued by the participant after expiration or other termination of the Agreement.

XXIII REDUCED SERVICE PLAN

Reduced Services Employment Plan

- A. Reduced services employment shall consist of the:
 - Equivalent of one-half the number of days of service required of the unit member.
- B. A unit member must have reached the age of 55 years prior to reduced services employment. The unit member must have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding 5 years were full-time employment.
- C. A unit member shall be paid a salary which is one-half of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's State Teachers Retirement System

contribution paid by both the District and the unit member shall be the same as if the unit member taught full-time.

- D. The District shall provide participating unit members with health and welfare benefits as though they were full-time employees.
- E. A unit member shall annually file application for reduced services employment with the Human Resource office by March 1st for the following school year.
- F. The District shall inform the unit members as to approval of his/her application by June 30. Approval shall include consideration of the following:
 - 1. Ability of the District to hire a "Highly Qualified Teacher" to share an assignment.
 - 2. Ability to provide quality instruction.
 - 3. Ability to obtain a current unit member if needed, to share an assignment. (Two (2) unit members on reduced service may not share an assignment.)

The District shall not withhold approval of proposals unreasonably, and should the District deny the application, the specific rationale for such denial shall be provided in writing to the unit member.

- G. Annual approval up to a maximum of five (5) years may be permitted.

DATED: May 7, 2013

SAN GABRIEL TEACHERS
ASSOCIATION

By _____
Chanda Strom
San Gabriel Teachers Association

By _____
William Wong
San Gabriel Teachers Association

By _____
Erik Burruss
San Gabriel Teachers Association

By _____
Francois Polifroni
San Gabriel Teachers Association

THE SAN GABRIEL UNIFIED
SCHOOL DISTRICT

By _____
Anna Molinar,
Assistant Superintendent,
Human Resources

By _____
John Herren
Director II, Student Support

By _____
David Yoshihara
Superintendent

By _____
Stephanie Bucey
San Gabriel Teachers Association

By _____
Jennifer Trapp
San Gabriel Teachers Association

Ratified by vote of the San Gabriel Teachers Association on April 12, 2013

By _____
Will Wong
San Gabriel Teachers Association

Adopted by formal action of the Governing Board on May 7, 2013

By _____
John Eccleston
President of the Board

By _____
David Yoshihara Ed.D.
Secretary to the Board