

NEGOTIATED AGREEMENT
BETWEEN
GILROY FEDERATION OF PARAEDUCATORS
AFT, LOCAL 1921 (AFL-CIO)
AND
GOVERNING BOARD AND ADMINISTRATION
OF
GILROY UNIFIED SCHOOL DISTRICT



ADOPTED BY THE GUSD BOARD OF EDUCATION ON
EFFECTIVE JULY 1, 2022
GILROY UNIFIED SCHOOL DISTRICT

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ARTICLE 1: AGREEMENT

- 1.1 This agreement is entered into, effective April 20, 2022, between the Board of Education of the Gilroy Unified School District ("Board"), and the Gilroy Federation of Paraeducators, AFT, Local 1921 (AFL-CIO) ("Federation" or "Union").

ARTICLE 2: RECOGNITION

- 2.1 In accordance with and pursuant to the Educational Employment Relations Act of the State of California, the Gilroy Unified School District recognizes the Gilroy Federation of Paraeducators, AFT, Local 1921, AFL-CIO, as the exclusive bargaining representative for members of the classified service occupying positions designated as Paraeducators, Instructional Assistants, Home Visitors, Community Literacy Worker, Behavioral Support Assistants and District Translators employed by the Gilroy Unified School District.
- 2.2 The Gilroy Federation of Paraeducators recognizes the Board of Education of the Gilroy Unified School District as the duly elected representative of the people of Gilroy and agrees to negotiate exclusively with the Board through the provisions of the Educational Employment Relations Act.
- 2.3 No positions within the bargaining unit shall be reclassified without prior negotiations with the Federation. No new positions shall be established without prior notice to the Federation. This notice shall include positions established under any federal, state, or other similarly sponsored programs.
- 2.4 The District will negotiate with the Federation on the wages, hours and other terms and conditions of employment for newly created classifications.

ARTICLE 3: DEFINITIONS

- 3.1 Wherever the term “school” is used, it is to include any work location center, unit, or any facility where unit members are located.
- 3.2 Wherever the term “employee” or “bargaining unit member” is used, it is to include all unit members, except where specifically noted.
- 3.3 Where the term “Union”, “Union representative”, “Federation”, “Federation representative”, “representative of the Federation”, or “representative of the Union” is used, it is to mean a person, or persons, who have been officially designated as such by the union.
- 3.4 The Gilroy Unified School District will be referred to as the “District”.
- 3.5 The Gilroy Federation of Paraeducators will be referred to as the “Federation” or “Union”.
- 3.6 Domestic partner is defined as follows: “Domestic partnership meeting all criteria of California Family Code Section 297, et seq., and upon the unit member presenting the district with proof that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq. registering the domestic partnership”.

ARTICLE 4: FAIR PRACTICE

- 4.1 The Board and the Federation agree not to discriminate unlawfully against any employee on the basis of their actual or perceived race, color, religious creed, ethnic group identification, ancestry, gender, sexual orientation, age, pregnancy, physical or mental disability, medical condition, marital status, veteran's status, or national origin.

ARTICLE 5: EMPLOYEE RIGHTS

- 5.1 The District and the Federation recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organizational activities.

ARTICLE 6: FEDERATION RIGHTS

- 6.1 **Business:** All Federation business and activities will be conducted by unit members or Federation officials outside established work hours of the participants. Work hours do not include lunch breaks. Federation representatives not employed by the District may have access to the school site and shall make their presence known to the appropriate authority in each school. However, they shall not hold conferences or meetings during work hours.
- 6.2 **Meetings:** Federation meetings may be conducted on district property when an authorized Federation representative obtains advance permission from the site administrator regarding the specific time, place, and type of activity to be conducted. Permission shall be granted unless the meeting conflicts with previously scheduled use of such facility.
- 6.2.1 On the first day of the work year, after the required district in-service meeting, all unit members shall be allowed a total of two paid hours of the work day (including travel time from their worksite to the meeting site) to attend an orientation meeting sponsored by the Federation.
- The District and the Federation will make a good faith effort to coordinate opening of school activities so that back-to-school events at work sites do not conflict with Federation-sponsored orientations or paraeducator training. The intent of this section is to afford paraeducators the opportunity to benefit from site-based back-to-school events.
- 6.3 **Communication:** The District agrees to provide bulletin board space in each school for the Federation's exclusive use. The Federation shall have the right to use mailboxes at sites, provided that no Federation documents shall be carried across postal lines in the inter-school mail system. All items for school mailboxes must contain the date of publication the name of the responsible Federation officer, and the name of the organization. A designated Federation representative shall be responsible for intra-school distribution. A copy of such communiques or flyers shall be distributed to the building principal and to the Superintendent or designee. There shall be a mailbox at each site for each unit member assigned to the site.
- 6.4 **Board Agenda:** The Federation shall be provided one copy of the Board of Education meeting agenda and minutes and other related agenda information material including budget material upon request. This information is posted on the District's web site.
- 6.5 **Committees:** The Federation and the Board shall select their respective representatives for any committee, if the subject under study is within the scope of negotiations.

- 6.5.1 Hiring Committees: The Federation has the right to appoint a Paraeducator in the classification of the vacancy to serve on the interview panel. The District will notify the president of the para-educator unit three working days before the interview panel meeting.
- 6.6 Consultation Sessions: The District and the Federation shall schedule on-going consultation sessions as needed to monitor the agreement and to discuss non-negotiable items. The sessions will be scheduled on mutually agreed times and dates.
- 6.7 The Federation may request to appear on the Board agenda. A copy of the agenda will be available to the Federation prior to the board meeting and minutes of the meeting will be made available to the Federation.
- 6.8 Whenever members of the Federation are scheduled by the Board of Education or its agents to participate, during working hours, in conferences or meetings regarding items within the scope of negotiations, release time shall be provided at no loss in pay. If these meetings extend beyond the unit member's regular working hours, the member shall be paid at his/her regular hourly rate.
- 6.9 The District shall grant, with at least three days advance notice of an authorized Federation representative to the Director of Human Resources, up to 17 days of release time with pay per year for bargaining unit members for Federation Business and the processing of grievances for the paraeducator bargaining unit. These days can be taken in hourly increments or in one-half day increments, whichever is necessary. Provisions of this section are in addition to the time allowed in Article 34, Section 34.3, - General Provisions of the Grievance Procedures. Said leave shall not be used for the purpose of preparing for or conducting any concerted activity, litigation, or unfair practice charge against the District.
- 6.10 The Ratified Agreement is posted on the District web site. Unit members may request a copy from the Human Resources Department. The Federation shall be provided with twenty-five (25) printed copies of the Agreement.
- 6.11 The District agrees that the Federation shall have the exclusive right to payroll deduction of dues for unit members. The District shall remit to the Federation once a month all sums deducted from wages for dues and service fees.
- 6.11.1 The Federation shall notify the District within 15 days of receipt of the statement of any errors or omissions. The District shall correct the omission or error for the following payroll.

6.12 Organizational Security

- 6.12.1 Within 30 calendar days of employment all bargaining unit employees shall either: (1) join the Federation by executing a payroll deduction authorization form for the payment of dues: or (2) choose to have a service fee deducted from their wages
- 6.12.1.1 Nothing contained in this Article shall prohibit a bargaining unit member from paying dues or service fees directly to the Federation
- 6.12.2 Religious Exemption: If a bargaining unit member belongs to a recognized body whose beliefs include objections to joining or financially supporting employee organizations, he or she may request that the District transmit his or her service fee to the following non-religious, non-labor, charitable IRC Section 501 ©(3) organization: Gilroy Unified School District Educational Foundation.
- 6.12.2.1 Any bargaining unit member who is a member of such a religious group shall provide proof of such membership and beliefs to the District and the Federation.
- 6.12.3 Any bargaining unit member who is not a member of the Federation, or who does not make an application for membership within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Federation or pay to the federation a service fee in an amount specified by the Federation payable to the Federation in one lump sum cash payment, or the unit member may authorize payroll deduction for such fee in accordance with Article 13.1. The Federation shall be the sole determiner of dues. Unit members have the right to request an adequate explanation of the basis for the service fee, a reasonable prompt opportunity to challenge the amount of the fee before an impartial decision maker, and an escrow for the amounts reasonable in dispute while such challenges are pending.
- 6.12.4 The District shall make the appropriate deduction (dues or service fee) from each bargaining unit member's monthly wages unless the unit member provided the District with receipt showing that dues or the service fee were paid directly to the Federation.

- 6.12.4.1 In order for changes to go into effect for the current month's payroll, the Federation shall submit to the District any changes in a unit member's dues or Federation status by the fifth day of the month
- 6.12.5 The district shall remit to the Federation once a month all sums deducted from wages for duties and service fees, together with a written statement of names, amounts deducted, and status as member or fee-payer.
- 6.12.6 The Federation shall notify the District within 15 calendar days of receipt of the statement of any errors or omissions. The District shall correct the omission or error for the following payroll.
- 6.12.7 The Federation and the District specifically recognize that the enforcement of the Article may precipitate the bringing of legal action against the District. It is the intent of the Federation and the District that the District shall incur no expense whatsoever as a result of any legal challenge of this article and/or Education Code Section 45061. Accordingly, the Federation shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other actions arising from the organizational security provisions contained in this Article as they may be enforced pursuant to the Education Code. Should it become necessary for the District to incur legal expenses, including reasonable attorney's fees, as a result of a challenge to the enforcement of the Article and/or Education Code Section 45061, the Federation shall indemnify the District for any such expenses incurred.
- 6.12.8 Maintenance of Membership: Each employee covered by this agreement who becomes a member shall maintain membership in the Federation for the Term of this Agreement.

ARTICLE 7: DISTRICT RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: (a) determine its organization; (b) direct the work of its employees; (c) determine the times and hours of operations; (d) determine the kinds and levels of services to be provided and the methods and means of providing them; (e) establish its education policies, goals, and objectives; (f) ensure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and kinds of personnel required; (i) maintain the efficiency of district operations; (j) determine the curriculum; (k) build, move, or modify facilities; (l) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; (n) contract out work; and (o) take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 7.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District and adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 7.3 An emergency shall be limited to natural disasters and/or events over which the District has no control and that directly affect the safety and welfare of the students. It is not the intent of the District to declare an emergency solely for the purpose of evading the provisions of this Agreement.

ARTICLE 8: SALARY

8.1 The current salary schedules are shown in Appendix A.

In 2021-2022, GFP unit salary schedules will be increased by the following increments for all unit members in active paid status on the date the Governing Board ratified the agreement. The increase will not be retroactive for overtime, additional hours, or hours worked during the 2021 Summer School Program:

- 7.25% increase effective July 1, 2021

8.1.1 Longevity: Beginning with the 2022-2023 school year, Longevity shall be paid as follows:

Years of completed service:	Total
After 3 years of service an additional 3% increase in salary	3 %
After 6 years of service an additional 3% increase in salary	6%
After 9 years of service an additional 3% increase in salary	9%
After 12 years of service an additional 3% increase in salary	12%
After 15 years of service an additional 3% increase in salary	15%
After 18 years of service an additional 3% increase in salary	18%
After 21 years of service an additional 3% increase in salary	21%
After 26 years of service and additional 3% increase in salary	245

Longevity increments are not automatic. To be eligible unit members must receive a satisfactory evaluation in the preceding year.

8.2 Initial Placement on Salary Schedule

Beginning with the 2022-2023 school year, all unit members and new unit members shall be placed on the salary schedule according to the following guidelines:

- Step 1: Base/default step for all unit members
- Step 2: AA/AS Degree: A unit member, who has obtained a valid AA/AS degree from an accredited college or university in the United States
- Step 3: BA/BS Degree: A unit member, who has obtained a valid BA/BS degree from an accredited college or university in the United States
- Step 4: MA/MS Degree: A unit member, who has obtained a valid BA/BS degree from an accredited college or university in the United States

If the unit member obtained a college/university degree from outside the United States, this degree must be evaluated by an accredited agency to determine if the degree is equivalent to a degree obtained from a college or university in the United States. The cost of the evaluation of the degree is the responsibility of the paraeducator unit member.

8.4 Classifications

Salary Range	Classification
Aa	General Paraeducator
Ab	Special Education Paraeducator
Ab1	Bilingual/Biliterate Paraeducator
Ab1	Technology Paraeducator
Ac	Special Education/Special Needs Paraeducator
Ac1	Special Education Bilingual/Biliterate Paraeducator
Ad	Assessment Paraeducator
Ad1	Home Visitor
Ae	Special Education Behavioral Support Assistant
Af	Instructional Assistant
Af	Transitional Partnership Program Instructional Assistant
Ag	District Translator
Ah	Occupational Therapist (required: Valid California Occupational Therapist Certification, no stipends attached to position)

8.5 Stipend Compensation

The following chart summarizes designated stipends:

Designated Stipend	Monthly Amount
Special Needs Stipend	\$200.00
Emotionally Disabled Stipend	\$200.00
Elementary Toileting Stipend, Preschool – 5 th Grades	\$150.00
Secondary Toileting Stipend, 6 th – 12 th Grades	\$175.00
Severely Handicapped Stipend	\$300.00
Autism Special Day Class	\$200.00

Note: Only one approved stipend paid per assignment.

Special Needs Stipend:

- 8.5.1 Paraeducators required by an IEP to serve medically fragile students by performing specialized physical health care procedures such as catheterization, gavage feeding, injection or suctioning shall be paid a stipend of \$200 per month.

Paraeducators authorized in the absence of the assigned paraeducator to assist medically fragile students with these procedures shall receive out-of-class pay.

- 8.5.2 Paraeducators assigned to work in a Special Day/Emotionally Disabled or an autism classroom shall be paid a stipend of \$200 per month.

Toileting Stipend

- 8.5.3 Any paraeducator unit member who is required daily to toilet, diaper, or tend to menstrual needs of students shall be paid a monthly stipend of \$150 for preschool and elementary programs or \$175 for secondary programs.

Paraeducators assigned to a Special Day Class- Severe (SDC/SH)

- 8.5.4 Special Needs and Special Education Paraeducators assigned to a Special Day Class- Severely Handicapped (SDC/SH) Kindergarten through 12th grade classrooms will assist students who are medically fragile by performing specialized physical health care procedures such as catheterization, gavage feeding, injection, suctioning, toileting and/or other services as identified in the students' IEP. The designated stipend will be \$300 per month.

Language Support Stipend

Beginning with the 2022-2023 school year, The District shall provide a Language Support Stipend of \$50 per month to any unit member, in any classification, who passes a District-selected evaluation of oral bilingual skills and who is utilizing those skills in their position to support general communication with students and/or families. The stipend does not require production of written materials, interpretation in formal meetings, or the use of these skills outside the unit_member's regularly assigned job duties. Language Support Stipends shall only be available for unit members who are bilingual in a language that meets the 15% or above translation need under Education Code section 48985. The District, at its sole discretion, may grant a Language Support Stipend for a need that falls outside of the Ed Code definition. In this case, the duration of the stipend will be determined by the District.

Language to Sunset on June 30, 2022

8.6 Overtime

The Board agrees to compensate unit member employees at the rate of one and one-half times the employee's regular rate for each hour of work accomplished in excess of eight hours per day, or 40 hours per work week, or any hours beyond the workweek for five consecutive days. Overtime employment shall be voluntary provided that a volunteer can be found.

8.7 Mileage

Any unit member shall be reimbursed for mileage at the current rate established by the IRS if such mileage is authorized by the Superintendent or designee (for example, principal).

8.8 Salary Warrants

Salary warrants shall be issued on the last working day of the month.

8.9 Retired Unit Members

Retired unit members who return to substitute shall be paid at the step and column they were on when they retired and on the salary schedule of the job classification in which they are substituting, exclusive of longevity.

8.10 Summer School

For summer school assignments, unit members shall be paid on the salary schedule for the summer job classification at the step and column they were paid during the preceding academic term.

8.11 Compensation for Work Out-Of-Class

When a unit member is required to work out-of-class in a higher classification by their supervisor or designee, the unit member's salary shall be adjusted upward to the same step/longevity in the higher classification, for the entire period the unit member is required to work out-of-classification. It is the unit member's responsibility to complete a detailed time claim and submit for payment indicating the out-of-classification assignment with their supervisor's or designee's signature on the time claim and forward the completed time claim to payroll for processing according to the next payroll cycle.

8.12 Professional License Renewal Fees (State Preschool Program)

Paraeducators assigned to work in the State Preschool Program, which requires a children center permit issued by the State of California, will be reimbursed for the renewal fee based on the current California Teacher Credential Office renewal rates for the designated permit needed. Paraeducators must notify and discuss permit renewal with the Program Administrator prior to the renewal date timelines. It is the Paraeducator's responsibility to keep the required children center permit valid. This reimbursement does not apply to new hires or Paraeducators assigned to the Special Education Preschool Program. A copy of the permit must be on file in the Paraeducator's personnel file.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 Medical Insurance Contributions

- Increase to District contributions to Health and Welfare benefits effective January 1, 2022. This increase will be retroactively applied.
- The calculated increase is the difference in Kaiser Medical insurance premiums between the 2021 and 2022 plan years.
- Retroactive payments shall be processed for all current unit members on active paid status as of the approval of this agreement by the Governing Board.
- Appendix B1-B5 shall be amended to reflect the current CalPERS premium rates, District and employee contributions.

The new rates will be the following:

Annual Contributions	8 Hour	7 Hour	6 Hour	5 Hour	4 Hour
Single	\$8,658	\$8,147	\$7,655	\$7,123	\$6,612
Two-Party	\$17,331	\$16,308	\$15,309	\$14,260	\$13,235
Family	\$22,533	\$21,203	\$19,902	\$18,539	\$17,208

9.2 Appendix B6 reflects the current Delta Dental premium rates, district contribution and employee monthly contribution.

9.4 Vision Insurance Contributions

The current district contribution for vision insurance is as follows:

Hired on or before June 30, 1995 with current enrollment:	District Yearly Contribution
4 hours	\$165.50
5-8 hours	\$205.40
Hired on or after July 1, 1995 or newly enrolled	District Yearly Contribution
4 hours	\$110.40
5 hours	\$142.90
6 hours	\$205.40

9.5 Employee Assistance Plan

The District shall contribute up to the maximum amount of \$2.62 per month (tenthly) toward the cost of an employee assistance plan for unit members and their qualified dependents.

9.6 Life Insurance

The District shall provide prorated life insurance for bargaining unit members as follows:

6 or more hours	\$10,000 coverage
4 – 5 + hours	\$ 5,000 coverage

9.7 Insurance Carriers

By mutual agreement, the District and the Federation may agree to change the insurance companies for medical, dental, vision, life insurance, and employee assistance plans because insurance carriers may change offered medical, dental, vision, and employee assistance plans. The District shall not be required to provide specific insurance coverage and shall only be required to make the premium contributions as specified by this Article 9. If a carrier stops offering a plan or a specific provision, the District shall notify the Federation in a timely manner and the parties shall meet as soon as possible to negotiate alternative plans.

9.8 Part-Time in More Than One Classification

The District shall provide health and welfare benefits in accordance with Article 9 for those unit members working contract hours in two or more classifications totaling four (4) or more hours per day.

9.9 Unit Members On Unpaid Leaves

To the extent permitted by the insurance carriers, the District shall allow all unit members on an approved leave of absence to remain members in the insurance group (when permitted by the carriers). Except as provided in Article 30 (Unpaid Family Care Leave), unit members on leave of absence shall pay the total premium and send the remittance to the District Office by the fifth working day of each month. The District shall accept quarterly payments instead of tenthly payments. If the carrier requires direct payments from the employee during the duration of the leave, the unit member shall send payment directly to the carrier for continued coverage.

9.10 Retired Unit Members

A unit member may purchase medical insurance as a retiree of the District under CalPERS Health Plan upon retirement. All notifications, enrollment and payments will be handled by CalPERS.

9.11 IRC (Internal Revenue Code) 125 Plan

Unit members may enroll in IRC 125 plans to put pre-tax dollars into dependent care and/or medical expense accounts. Unit members shall pay any administrative fee imposed by the provider for using the IRC 125 Plan. The District and the Federation will work collaboratively to increase knowledge and use of the IRC 125 plan.

9.12 State Disability Insurance

At no cost to the District, the District shall deduct California State Disability Insurance ("SDI") contributions from each unit member's payroll warrant according to the established percentage by the California State Disability Insurance Office. When a bargaining unit member qualifies for SDI benefits, the District shall coordinate the SDI benefits with the unit member's sick leave. Because the District is coordinating the SDI benefits with the employee's sick leave benefits, the unit member must submit verification from the California State Disability Office of the weekly amount and submit payment of all SDI benefits (compensation) received to Gilroy Unified School District. The California State Disability Office issues all payments by debit card and the employee must submit all payments by check or money order made payable to the Gilroy Unified School District. It is the responsibility of the unit member to meet with the designated Personnel Technician prior to requesting SDI to make sure that the SDI coordination with payroll is understood. It is the unit member's responsibility to make sure that all received SDI payments and verifications are received in a timely manner for appropriate coordination with the employee's payroll check. SDI payments must be coordinated with employee's sick leave, as this is not additional compensation to the employee. Failure to comply with the SDI coordination with payroll may result in delay in the employee receiving their monthly payroll check. If the employee is on a recess period, the Personnel Technician will confirm the amount of SDI compensation that will not be coordinated with payroll and this amount will remain as direct payment to the employee.

9.13 District Joint Labor-Management Health and Welfare Benefits Committee

The Federation shall appoint up to three representatives to the District Joint Labor-Management Health and Welfare Benefits Committee, and the District shall appoint up to three representatives. The committee shall make advisory recommendations to the District and the Federation as soon as possible before the start of the new school year.

ARTICLE 10: PROFESSIONAL GROWTH AND STAFF DEVELOPMENT

It is the District's intent to train and develop its paraeducator staff to serve the needs of Gilroy Unified School District students.

10.1 Professional Growth/Staff Development Committee: The Professional Growth/Staff Development Committee shall be formed, consisting of one paraeducator appointed by the Federation from each of the classifications of Special Needs, Special Education, Special Education Behavioral Support Assistant, Bilingual/Biliterate and Assessment, and four (4) District appointees.

10.1.1 The Committee shall be responsible for making recommendations for a training and staff development program for paraeducators, including:

- Planning comprehensive in-service training programs for the various paraeducator classifications.
- Providing training for teacher/paraeducator teams.
- Identifying other training opportunities and conferences of value to paraeducators.
- Planning career paths for the bargaining unit members
- Developing a pre-service training plan for those paraeducators required to perform specialized medical procedures.

10.1.2 The Professional Growth/Staff Development Committee shall complete its plan for the following year by May 30th unless mutually agreed upon by both parties.

10.1.3 Frequency of Meetings: The committee shall meet at least four times a year. Bargaining unit members' service on this committee shall be granted reasonable release time for this purpose or be paid at their hourly rate if meetings occur after the regular workday (see 10.3.2.6).

10.2 Professional Growth Eligibility

10.2.1 The unit member must be regularly employed or on educational leave or leave specifically authorized for professional growth to be eligible to earn increments. The first professional growth increment can be earned at any time after completion of satisfactory review of the unit member's probationary period. Approved classes may be started during the probationary period.

- 10.2.2 Increment Compensation: Increments for professional improvement may be granted to an eligible unit member for every nine units that are approved, earned, and verified. Stipends for each nine-unit increment will be paid at \$300.00.

Such increments may be granted beginning with the fiscal year following the earning of the nine units. The increment shall be paid monthly. An employee can earn no more than two increments per year (18 units) with a maximum of seven increments (63 units). Units may be accumulated toward the increment; however, credit will be given for a total of 18 units only per year.

10.2.3 Evaluation Guidelines

- 10.2.3.1 Professional Growth is a joint enterprise between the District and the individual unit member. Prior planning is necessary if the program is to be beneficial to all concerned. All work must be pre-planned and pre-approved by the site or program administrator.
- 10.2.3.2 Course work must relate directly to the unit member's classification and/or assignment that will broaden the employee's opportunity for advancement.
- 10.2.3.3 Courses specifically designed to improve the unit member's reading, writing, listening, and speaking skills will be counted for Professional Growth Credit.
- 10.2.3.4 Courses designed to provide awareness and understanding of multicultural societies will be counted for Professional Growth Credit.
- 10.2.3.5 In general, a physical fitness course will not be approved unless it can be demonstrated the course is applicable to the unit member's classification/assignment.
- 10.2.3.6 Courses necessary to acquire a degree, credential, certificate, or license that relates to the unit member's assignment or potential assignment will be counted for Professional Growth Credit.
- 10.2.3.7 Approval will not be granted for repeating a course or

workshop more often than once in a three-year period (one that has the same content/course description).

10.3 Increment Accumulation Table

Units toward a Professional Growth Increment may be earned through participation in any of the following:

10.3.1 College or University Courses

Quarter units will be converted to semester units on the basis of 3:2, i.e., 3 quarter units = 2 semester units

10.3.2 Adult Education Courses

Credit for Adult Education is as follows:

10.3.2.1 Defined by Adult Education Department under guidelines of 15 hours = one semester unit.

10.3.2.2 Credit for classes in special training schools/District courses, etc., will be as follows: One semester unit for each 15 hours of class work, or as defined by the institution and evaluated by the site or program administrator.

Total Hours in Adult Education Courses	Professional Growth Units Granted
10 – 14 hours	½ unit
15 – 20 hours	1 unit
21 – 30 hours	1 ½ units
31 – 40 hours	2 units
41 – 50 hours	2 ½ units

10.3.2.3 District-approved conferences, workshops, projects, in-service training and programs will be counted for Professional Growth Credit unless the registration fees are paid by the District and the activities are held during the unit member's work hours.

10.3.2.4 Membership on standing committees and/or other professional organization approved by the Professional Growth committee and directly related to the unit member's area of employment, meeting outside of the unit member's workday. Units will be prorated on the following basis:

5 hours- 1/3 unit	10 hours- 2/3 unit
7 ½ hours – ½ unit	15 hours – 1 unit

10.3.2.5 A combination of committee work, conferences, adult education, college credits, and special training/District courses may be used to accumulate increments, provided that the courses or special training is not paid by the District or when the unit member is on paid status.

10.3.2.6 If a bargaining unit member participates on school or District committees that meet outside the unit member's regular work hours, the unit member will have the choice of applying those hours toward a professional growth increment or receiving his/her hourly pay for the additional hours.

10.3.3 Academic Tutoring: Unit members may receive a one-time allowance of one semester unit of credit for completing 15 or more hours of tutoring related to an academic college, university, or adult education course. In order to receive this credit, the unit member must pay for the tutoring, receive the tutoring outside of working hours, and submit certification (signed by the tutor) of the completion of 15 hours of tutoring as described in this section, on a District-provided form. All requirements of Sections 10.2 and 10.4 shall apply to tutoring unit allowances.

10.4 Procedures

10.4.1 Approval of requests for courses to be taken by the unit member shall be processed through the unit member's immediate supervisor and submitted to the Human Resources Department. This must be done before the start of any course or tutoring. Credit for courses will not be applied toward Professional Growth Increments unless approval has been granted prior to the beginning of the course. Forms will be available from the unit member's site or program administrator from the District Office.

10.4.2 Approvals are valid only for the semester/quarter requested. If an applicant wishes to take the course at a later time, a new approval must be submitted.

- 10.4.3 It is the unit member's responsibility to apply for Professional Growth Credit and verify completion of the course work with the Human Resources Department.
 - 10.4.4. A Professional Growth Increment, once earned, shall be retained as long as the unit member remains in the bargaining unit.
 - 10.4.5 A grade of "C" or better is required for credit to be granted. A course must be successfully completed before any credit for the course is allowed. In ungraded courses, classes, or workshops, the instructor must verify (in writing) successful completion of the course requirements.
 - 10.4.6 Grade cards or transcripts covering work completed the preceding school year (also summer classes) to fulfill requirements for the Professional Growth Increment must be completed and on file in the Human Resources Department no later than September 15th.
 - 10.4.7 Notice to Unit Members: In May of each school year, the District shall circulate a memorandum to all unit members informing them of procedures and deadlines for acquiring professional growth units. It shall also be part of an orientation packet for new employees.
- 10.5 Staff Development
- 10.5.1 All District required staff development programs shall be conducted either during the workday or on paid extra service.
 - 10.5.2 The District shall provide training to Special Education Paraeducators, Special Needs Paraeducators and Special Education Behavioral Support Assistants prior to working with student (s). This training shall include the specific needs of the student (s) to whom the paraeducator/assistant is assigned. This training will include information about the student's specific medical and other needs.
 - 10.5.3 The District will train a back-up paraeducator to assist the student when his or her Special Education/Special Needs paraeducator is absent. The District will first ask for volunteers from paraeducator at the site. If no paraeducator volunteers, the least senior paraeducator at the site will be trained as back-up, as long as it is in the student's best interest.

ARTICLE 11: EMPLOYEE INFORMATION

- 11.1 Upon initial employment and upon each change in classification after initial employment, each unit member shall be furnished a copy of his/her class specification, salary data, assignment of work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever is applicable.
- 11.2 The District shall provide each unit member with the Notice of Annual Salary Placement/Assignment by August 31 of each year.
- 11.3 Employees shall be provided with information regarding retirement benefits, if applicable.

ARTICLE 12: WORKERS' COMPENSATION

- 12.1 All unit members shall be covered by workers' compensation insurance as required by law.

ARTICLE 13: VOLUNTARY PAYROLL DEDUCTIONS

13.1 Voluntary Payroll Deductions

All voluntary payroll deductions are subject to the following conditions:

- 13.1.1 Voluntary deductions shall be made only upon submission of the Voluntary Deduction Authorization Form, duly completed and executed by the unit member, to the designated representative of the District.
- 13.1.2 The District shall not be obligated to put into effect during a pay period any new, changed , or discontinued deduction unless the proper form is submitted by the fifth calendar day of the month.
- 13.1.3 All voluntary payroll deductions are subject to data processing. Payroll deductions not approved by the Santa Clara County Office of Education will not be made.
- 13.1.4 All new voluntary payroll deductions are subject to the agreement between the Gilroy Unified School District, the employee, and the recipient of the deduction.
- 13.1.5 If, through inadvertent error, the District fails to make the authorized deduction, or any part thereof, the District shall correct such omission or error within 45 days from the date of notification of error.

ARTICLE 14: PHYSICAL EXAMINATION

- 14.1 Employees must have a complete physical examination to be eligible for employment. Results of the examination must be on file within 10 days after employment. The cost of any subsequent examination required by the District shall be paid by the District. The employee may be examined by the physician of his/her choice. The District will reimburse the employee at the rate charged by the District Physician.

ARTICLE 15: WORK YEAR AND HOLIDAYS

- 15.1 Traditional School Year Unit Members: The work year will begin from two to five working days prior to the first day of the school year and end at the conclusion of the school year. The work year will be defined by the adopted instructional calendar.
- 15.2 Traditional school year unit members will be paid on a monthly basis for the months of September, October, November, December, January, February, March, April and May and will be paid for actual days worked for August and June.
- 15.3 Traditional school year and 12-month unit members shall be paid for the following holidays, provided they are on paid status during any portion of the working day immediately preceding or succeeding the holiday.

The holidays coordinate with the yearly established instructional calendar. Holidays during the winter break may be moved to establish a two-week break during the months of December and January.

Proposed holiday changes/additions from 11 days to 17 days with specified days according to yearly calendar:

July – Independence Day
September – Labor Day
November – Veterans' Day
November – Thanksgiving Day
November – Day following Thanksgiving Day
*December – Working Day preceding Christmas Eve Day
*December – Christmas Eve Day
*December – Christmas Day
*December – Working day following Christmas Day
*December – New Year's Eve Day
*December – Substitute Holiday, Admission Day
*January – New Year's Day
January – Martin Luther King Day
February – Lincoln's Day
February – Washington's Day
April – Spring Vacation Day
May – Memorial Day
June- Juneteenth
Note: * = scheduled within winter break

- 15.4 A Calendar Advisory Committee comprised of representatives of the Federation, the District, and other bargaining units in the district shall make recommendations for the school calendar. The Federation and the District shall then negotiate the employee work calendar(s) for the following school year(s) for paraeducator unit members.

ARTICLE 16: VACATION

16.1 Eligibility: Vacation benefits are granted on a fiscal year basis, July 1 – June 30.

16.2 Paid Vacation

16.2.1 Nine, ten and eleven month bargaining unit members shall be granted paid winter and spring breaks in lieu of vacation. Bargaining unit members will be paid for the vacation periods outlined in the instructional calendar, provided they are in paid status during any portion of the working day immediately preceding and succeeding the vacation period. These recess periods include, but are not limited to : Winter Recess, February Recess and April Recess.

16.2.2 Twelve month unit members shall be granted paid vacation each fiscal year.

16.2.2.1 Vacation time shall be earned and accumulated on a monthly basis in accordance with the following years of service, subject to scheduling between the employee and their supervisor:

Years of Service	Accrual	Days of Vacation	Carry Over
1 through 5 years	5/6 vacation days per month	10 days	5 days
6 through 10 years	1.25 vacation days per month	15 days	10 days
11+ years	1 2/3 vacation days per month	20 days	15 days

16.2.2.2 Probationary employees do not have a vested right to use or to be paid for accrued vacation time during first six months of service.

16.2.3 Vacation Pay Upon Termination- 12 Month Unit Members

When any 12-month permanent unit member in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

16.3 Twelve Month Employee Vacation Postponement

- 16.3.1 If a twelve month bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at the time. The unit member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at the time, or may carry over his/her vacation to the following year.
- 16.3.2 Unless agreed to by the unit member, the District may not cancel a previously approved vacation schedule without a notice of ten (10) working days.
- 16.3.3 If the District does not permit a unit member to take all or any part of his/her annual vacation within the time limits prescribed in this Article, the amount not taken shall, at the District's option, be accumulated for use in the following year or paid for in cash.

16.4 Twelve Month Unit Member Vacation Scheduling

Vacations shall be scheduled at times requested by bargaining unit members as far as possible within the District's work requirements as determined by the District. If there is any conflict between unit members who are working on the same or similar operations as to when vacation shall be taken, the unit member with the greatest bargaining unit seniority shall be given his/her preference.

16.5 Twelve Month Unit Member Interruption of Vacation

A unit member may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to action service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

- 16.6 No twelve month unit members shall be mandated to take vacation on any day on which the District Office is open for business to the public.

ARTICLE 17: HOURS/ADDITIONAL TIME AND COMPENSATORY TIME OFF

17.1 Hours

17.1.1 Regularly assigned hours: The District shall establish the regularly assigned number of hours for each position in the bargaining unit.

17.1.2 Establishment of Work Schedule: The bargaining unit member's work schedule (start and end times within the regularly assigned hours) shall be determined at the local site. No additional time shall be required of unit members without additional pay or compensatory time off.

17.1.3 Change of Work Schedule: The procedures described below (Section 17.1.3 and its subsections) shall be followed in changing the daily work schedule of a unit member during the school year. This section does not authorize the District to unilaterally change the number of regularly assigned hours of the unit member's regular assignment. This provision does not include extended day hours per Article 17.4 , Extended Day. Any increase or decrease in hours will be handled through applicable provision of Sections 17.2-17.3 Additional Time/Compensatory Time Off and Article 38, Layoffs, of the negotiated agreement. Daily schedules cannot be changed to work outside the student's regular day unless the assignment is more than six (6) hours per day.

17.1.3.1 The unit member will be notified of his or her work schedule at the beginning of the school year. When the District plans to change the work schedule during the school year for the duration of the school year, (not a temporary adjustment to the work schedule), the following procedure will be followed:

17.1.3.1.1 Informal meeting with supervisor and unit member for notification of change of work schedule. The unit member may request a union representative to attend this informal meeting. If the supervisor and unit member agree upon the change in work schedule at the informal meeting, the supervisor or designee will provide written confirmation of the changed schedule and will provide a copy of the confirmation to the Federation President. The failure to provide this written confirmation shall not invalidate the schedule change agreed upon at the informal meeting.

17.1.3.1.2 If the supervisor and unit member do not agree at the informal meeting, the District will give written notification of the change in work schedule to the unit member and Federation President. The Federation or unit member may request a second meeting, to be held within 5 working days of receipt of the notice to discuss the proposed work schedule change, and to explore alternative solutions that may meet student and program needs while eliminating or reducing hardship to the unit member. Unless the Federation and District agree otherwise, the work schedule change described in the written notice will become effective no sooner than ten (10) working days following receipt of the notice.

17.1.4

Split Shifts

Paraeducators will not be assigned to split shifts unless the District and the Union mutually agree. A split shift is an assignment with more than 1 hour of unpaid time during the workday.

17.1.5 Preparation Time

To the extent allowed by student and program needs, unit members shall be entitled to ten percent (10%) of their contracted time per week being set aside for student-free instructional preparation, gathering of materials, or attending District-provided training. In those cases where it is determined by management that student and program needs do not allow for or require ten percent (10%) preparation time, a conference between affected parties shall be scheduled to discuss the rationale for such variation.

17.1.5.1 In order to accommodate program needs, this preparation time may be scheduled on a weekly basis or a daily basis, subject to approval by the Principal or designee.

17.1.5.2 This preparation time shall be scheduled in reasonable blocks of time; if the preparation time is scheduled on a daily basis, the time shall not be divided into more than two segments per day.
Exception: Paraeducator employees working at the high school may schedule their prep time in equal increments at the beginning of each class period.

17.1.5.3 Preparation time is work time and shall not be used as break time.

17.1.5.4 It is not the intent of this section that previously scheduled preparation time exceeding ten percent (10%) of a unit member's contracted hours be reduced as a result of this Agreement; however, such preparation time may be reduced in the future as a result of program changes and no unit member is guaranteed preparation time in excess of ten percent (10%) of the member's contracted work hours.

17.1.6 District Email

Paraeducator unit members shall be allowed to check their District email every day during paid working hours and shall be provided with computer access to do so. The time and computer access will be confirmed with the Administrator or Designee of the site/program in which the paraeducator unit member works. This access shall not exceed 15 minutes per day.

17.2 Additional Hours on Temporary Basis

- 17.2.1 Additional time is to be assigned by the Superintendent or designee prior to the service with the exception noted below (Article 17.2.2).
- 17.2.2 Additional time will be compensated by salary. This additional time shall be paid at the next regular payroll period.
- 17.2.3 If a unit member is directed to supervise children and the continuation of such supervision would result in additional time, the unit member shall: (1) make every effort to contact the Superintendent or designee and seek approval of the additional time; (2) if the Superintendent or designee cannot be reached the unit member shall remain on duty until relieved. In such cases, the unit member shall report the additional time on the following workday and will receive compensation for the additional time served per Section 17.2.2.

17.3 Additional Hours

Vacant positions/additional hours shall be advertised to bargaining unit members as per Article 32.

- 17.3.1 Additional hours shall be advertised to bargaining unit members at the site where additional hours are available. The announcement shall be posted for no less than five working days. This announcement will specify the classification, assignment, hours, length of assignment, and the funding source.
- 17.3.2 A bargaining unit member desiring to add additional hours must indicate his/her interest in writing to the District Human Resources Office. The offer of additional site hours will be offered in the following order:
 - 17.3.2.1 Hours assigned to a paraeducator currently in that assignment who has requested additional time.
 - 17.3.2.2 Hours assigned to a paraeducator in a different assignment at the site who has requested additional time
 - 17.3.2.3 Hours assigned to a qualified paraeducator in a different classification at the site who has requested additional time

- 17.3.2.4 If additional hours are not filled by a unit member at the site, the assignment will be advertised and priority consideration given to a qualified unit member at another site who works under four hours whose classroom schedule would not be interrupted by the assignment of additional hours.

17.4 Extended Day

- 17.4.1 “Extended Day” refers to time worked on hourly claims outside the students’ regular school day and outside the paraeducator’s regular contract hours (excluding summer school) in programs such as Power School and other district after-school intervention programs.
- 17.4.2 All Extended Day positions shall be advertised district-wide.
- 17.4.3 Assignment to Extended Day positions shall be based on the following priorities:
 - 17.4.3.1 Experience or expertise in the assignment’s program area- for example: bilingual, computers, reading.
 - 17.4.3.2 Preference for employees at the site with experience in the assignment’s program area.
 - 17.4.3.3 If two or more applicants are equally qualified, the position shall be given to the applicant with greater seniority.
- 17.5 If an applicant who is not hired wishes, he/she may request in writing from the District the reason he/she was not hired.
- 17.6 Extended Day hour claims shall be paid at fifty cents (.50) per hour above the unit member’s regular hourly rate.

ARTICLE 18: REST PERIODS AND LUNCH PERIODS

- 18.1 The Board shall provide an unpaid uninterrupted lunch period of not less than one-half hour for each bargaining unit member working four and one-half or more consecutive hours per day, unless the parties mutually agree otherwise.
- 18.2 The Board shall provide paid rest period(s) of 15 minutes for each consecutive four hours worked. Times shall be approved by the immediate supervisor.

For example, a six-hour unit member would have one paid rest period of 15 minutes.

ARTICLE 19: ABSENCES "SICK LEAVE"

19.1 Personal Illness or Injury

Bargaining unit members shall be entitled to 12 days leave of absence for injury or illness with full pay for a fiscal year of service. Absences of less than one full day shall be charged to the nearest quarter hour of absence.

- 19.2 Benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time unit members bear to eight hours per day, 40 hours per week, four calendar weeks per month, or 12 calendar months during the school year. Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the unit member's assigned work year. Unit members, however, are limited to the amount of advanced sick leave that may be accrued in one year.
- 19.3 New employees shall not be eligible to take more than six days or the proportionate amount to which he/she is entitled under this provision until the first day of the calendar month after completion of six months of service with the District.
- 19.4 Any classified employee with service in another California public school district appointment within 30 days shall apply to have transferred his/her accumulated sick leave earned in such district as required by Education Code provisions.
- 19.5 If a unit member does not take the full amount of personal illness or injury leave allowed in any year, the amount not taken shall be accumulated from year-to-year.
- 19.6 Unit members absent due to illness or injury must follow procedures followed by their immediate supervisor to notify their department of intent to be absent.
- 19.7 Unit members requesting paid illness or injury leave may be periodically required, at the discretion of their immediate supervisor, to provide medical statements on forms supplied by the District, with any medical costs to be borne by the unit member. Unit members absent due to surgery, serious injury or illness or absent for more than five consecutive assigned work days may be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.
- 19.8 Unit members shall be required to submit to medical examination, at District expense, at the District's discretion.

19.9 Leave to Care For Child, Parent, or Spouse

In any school year, unit members may use up to a maximum of six days of sick leave that is credited under Section 19.1 (or one-half of the prorated annual amount as described in Section 19.2) to attend to an illness of the unit member's child, parent, spouse, or domestic partner. This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Right Act (Government Code Section 12945.2), and District policies implementing these acts regardless of whether the unit member receives sick leave compensation during the leave.

19.9.1 For purposes of Section 19.9, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. For purposes of Section 19.9, "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

19.9.2 For purposes of Section 19.9, "domestic partner" means domestic partner under a valid registered domestic partnership formed pursuant to California Family Code Section 297, et sec. The requirement for forming a domestic partnership under this law include, but are not limited to, filing and registering a declaration of domestic partnership with the California Secretary of State.

19.10 Positive Attendance Incentive

Sick leave days accumulated under Section 19 and not used shall be converted to cash payoff at the rate of twenty-five (25%) percent for such unused days upon a unit member's resignation, unless the unit member opts to save his/her sick leave to use towards retirement credit. This positive attendance incentive is inapplicable to involuntary termination, resignation in lieu of dismissal, or layoff from employment. Sick leave payoff upon resignation will not be made to any member who resigns in order to accept employment as a classified employee in another school district or county office of education inasmuch as the provision of the Education Code require that accumulated sick leave be transferred.

ARTICLE 20: ENTITLEMENT TO OTHER SICK LEAVE

- 20.1 After all accrued sick leave is exhausted, whether or not the absence arises out of or in the course of the unit member's employment, the unit member, upon presentation of medical verification of inability to work, may be placed on extended sick leave for up to the balance of 100 working days, and the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum that is actually paid a substitute employee to fill the absent unit member's position during the absence. The 100 days begin the first day of illness and include days of sick leave pursuant to Article 19 (Absence-Sick Leave) and Article 28 (Leaves-Industrial Accident and Illness Leave). If the absence exceeds the maximum of 100 working days in a fiscal year, the unit member shall be placed on a 39-month reemployment list.

ARTICLE 21: LEAVES (PERSONAL NECESSITY LEAVE)

- 21.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the unit member, upon prior approval in cases of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, and that necessitate immediate action, and cannot be taken care of after work hours or on weekends.
- 21.2 A maximum of seven days of accumulated leave may be used in any school year for Personal Necessity Leave. Four days of personal necessity leave may be allowed for any reason not prohibited by Section 21.6. The unit member shall specify this day only as “personal reason not prohibited” without other explanation.
- 21.3 Unit members shall submit a completed “Request for Leave” form in triplicate to the school principal or immediate supervisor at least 24 hours in advance of requesting the leave. The principal or immediate supervisor will verify the request for necessity leave and will make the appropriate recommendation on the leave form before forwarding it to the Human Resources Department at the District Office. One copy will be retained by the principal or immediate supervisor. One copy of the request form, with the principal’s or immediate supervisor’s recommendation and comments, will be returned to the unit member one day before the leave begins.
- 21.4 Personal necessity may be used for appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. (Leaves of absence for court appearance as a witness, pursuant to subpoena, are governed by Article 26).
- 21.5 Unit members shall not be required to secure advance permission for leave taken for any of the following reasons:
- Death or serious illness of a member of a unit member’s immediate family.
 - Accident involving a unit member’s person or property, or the person or property of a member of his/her immediate family.
 - Unavoidable absences- Absences due to causes beyond the unit member’s control, such as those caused by storm, flood or other acts of God, may be given without loss of pay upon the recommendation of the building principal and with the approval of Human Resources or designee.

However, the unit member must submit a complete "Request for Leave" form in triplicate to the principal or immediate supervisor within five working days after return to duty. The principal or immediate supervisor will verify the request for necessity leave and will make the appropriate recommendations on the leave form before forwarding it to the District Office. One copy will be retained by the principal or immediate supervisor. One copy of the request form, with the principal's or immediate supervisor's recommendation and comments, will be returned to the unit member.

- 21.6 Personal Necessity Leave is not allowed for any of the following:
- attendance at, or participation in functions or activities that are primarily for the unit member's pleasure, amusement, or personal convenience;
 - extension of a holiday or vacation period;
 - accompanying a spouse on a trip;
 - seeking or engaging in other remunerative employment;
 - engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activities;
 - taking examinations or engaging in other activities related to advanced training.
- 21.7 If a unit member receives prior approval from his/her principal or immediate supervisor at least five working days before the requested commencement of the leave, the unit member may use personal necessity leave for the purpose of attending the wedding of a member of his/her immediate family, or for the purpose of attending a college graduation ceremony for a member of the immediate family as defined in Article 22.2 of this Agreement.

ARTICLE 22: LEAVES (FAMILY ILLNESS)

ALSO REFER TO ARTICLE 30-UNPAID FAMILY CARE LEAVE

- 22.1 Unit members are allowed three days per year without loss of pay for serious illness or accident to members of their immediate family or childbirth (paternity).

Serious illness or accident is defined as follows:

- Illness or accident where death is imminent
- Illness or accident that is likely to result in permanent disability
- Illness or accident requiring hospital surgery
- Illness or accident requiring emergency room care

- 22.2 Members of the immediate family include the following: unit member's mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren, or of the unit member's spouse or domestic partner, and the unit member's spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law or any person living in the unit member's immediate household.

- 22.3 Family illness leave is not cumulative.

ARTICLE 23: LEAVES (CATASTROPHIC LEAVE BANK)

23.1 Definitions

- 23.1.1 GFP and the District have established a Catastrophic Leave Bank, the purpose of which is to provide qualifying unit members with additional sick leave that has been donated by other GFP unit members. In order to be eligible for a withdrawal from the Catastrophic Leave Bank, the illness or injury must meet the definition of "catastrophic", and the GFP unit member must have exhausted all accrued sick leave.
- 23.1.2 A catastrophic illness or injury, as defined in this Agreement, is a life threatening medical diagnosis, or major illness, injury, accident or emergency that is expected to incapacitate the unit member, spouse, domestic partner, or dependent for an extended period, and requires the GFP unit member to take time off from work. Taking such time off creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. (Education Code Section 44043.5)

23.2 Limits on Leave Withdrawal

- 23.2.1 A withdrawal from the Catastrophic Leave Bank shall be limited to 120 hours in any school year. A unit member may receive one extension by submitting a separate request.

23.3 Exhaustion of Catastrophic Leave

- 23.3.1 Pursuant to Article 20, if a unit member requires additional leave beyond that which can be withdrawn from the Catastrophic Leave Bank, the unit member shall be placed on differential pay, i.e., the unit member shall be paid the difference between his or her salary and the salary paid a substitute. The total number of days that the unit member can remain on differential pay is limited to 100 working days.
- 23.3.2 The order in which these leave days are used shall be as follows:
- All accrued sick leave
 - Catastrophic leave
 - Differential pay (up to 100 working days)
- 23.3.3 State Disability Insurance shall be used in conjunction with these leaves in accordance with applicable laws and regulations.

23.4 Administration

The Catastrophic Leave Bank shall be administered by a committee composed of three members appointed by GFP. The Catastrophic Leave Bank Committee shall receive withdrawal requests. The committee shall then verify the validity of each request, approve or deny all or a portion of said request, and communicate its decision, in writing, to the unit member, the Federation and the District.

23.5 Eligibility and Contributions

- 23.5.1 All GFP unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank any hours of sick leave in excess of the equivalent of 10 days of sick leave. Contributions shall be in hours (based on the unit member's daily regular hours). Such time shall be deducted from the unit member's accrued sick leave. All transfer of sick leave days are voluntary and irrevocable.
- 23.5.2 The contribution, on the appropriate form, shall be authorized by the unit member, who shall acknowledge that the donation of sick leave is irrevocable and binding.
- 23.5.3 All GFP unit members on active duty with the District are eligible to withdraw hours from the Catastrophic Leave Bank under the terms set forth in this Article.
- 23.5.4 Leave from the Catastrophic Leave Bank may not be used for illness or disability that qualifies the unit member for worker's compensation benefits.
- 23.5.5 Unit members applying for a withdrawal from the Catastrophic Leave Bank will be required to submit the following: a doctor's statement indicating the catastrophic nature of the illness or injury and the probable length of absence from work, a written request with the member's name, site, work assignment, reason for the request, daily hours worked, weekly hours worked and number of hours requested; and a current absence report from the District Office.
- 23.5.6 To be considered eligible for a withdrawal, the unit member must have exhausted all accrued sick leave.
- 23.5.7 If the Catastrophic Leave Bank Committee denies a request for a withdrawal, the Committee shall notify the unit member, in writing, of the reason for the denial.

- 23.5.8 No grievance may be filed against the District if a unit member's request for a withdrawal is denied. No action may be taken against GFP if a unit member's request for a withdrawal is denied.

23.6 Open Enrollment

- 23.6.1 Unit members shall be asked annually to contribute to the Catastrophic Leave Bank and when additional donations are needed. GFP shall be responsible for enrolling all unit members who wish to contribute to the Catastrophic Leave Bank.
- 23.6.2 GFP shall submit copies of enrollment forms to the District, and the District shall keep a record of all participants.

23.7 Calling for Contributions

- 23.7.1 When the number of banked sick leave days in the Catastrophic Leave Bank falls to 120 hours, GFP shall issue a call for additional donations.
- 23.7.2 Sick leave contributed to the Catastrophic Leave Bank shall not be counted as accumulated and unused sick leave for purposes of the positive Attendance Incentive provision of Section 19.10.

23.8 District Responsibility

- 23.8.1 By October 1, February 1, and June 30 (and as needed), the District shall provide the Catastrophic Leave Bank committee with the following information in writing:
- The total number of hours available in the Catastrophic Leave Bank
 - The names of participating members, with the number of hours donated and/or used
 - The date of any withdrawal, with the total number of hours withdrawn
- 23.8.2 All Catastrophic Leave Committee meetings shall take place outside the committee members' paid work day, and each committee member shall be eligible to count up to 16 hours per year of Catastrophic Leave Bank Committee work towards professional growth increments pursuant to Article 10.

23.8.3 The Catastrophic Leave Committee shall not meet during weekends, breaks, summer break, holidays, training days or records days.

ARTICLE 24: LEAVES (PREGNANCY DISABILITY)

The District will apply pregnancy disability leave as required under the laws of the State of California. Pregnancy Leave, Family Medical Leave Act, Pregnancy Disability Leave, and 5-Month Period Differential Leave will be coordinated as stated in the laws and regulations of the State of California.

- 24.1 Unit members are entitled to use sick leave as set forth in Article 19 of this agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Unit members must meet with the designated Personnel Technician for explanation of benefits, completion of required forms and submit medical documentation from physician stating tentative beginning and ending dates of the pregnancy leave at least 30 days prior to the start of the requested leave.
- 24.2 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician as stated in the laws and regulations of the State of California relating to pregnancy and baby bonding leaves. The District management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.
- 24.3 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when the unit member continues to be absent after all sick leave and parental leaves have been exhausted (Family and Medical Leave Act, California Family Rights Act). The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require verification of the extent of disability through a physician appointed by the District.
- 24.4 The unit member on leave for pregnancy disability shall be entitled to return to the original position, if the unit member returns within a twelve-month period.
- 24.5 Unit members must follow Article 9.11 regarding State Disability Insurance regarding coordination of all leaves related to pregnancy and baby bonding leaves.

ARTICLE 25: LEAVES (JURY DUTY)

- 25.1 The District agrees to grant to unit members regularly called for jury duty in the manner provided by law a leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned work hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from Officers of the Court. The District shall pay the unit member the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty prior to or subsequent to providing jury duty compensation.

ARTICLE 26: LEAVES (COURT APPEARANCES)

- 26.1 A unit member's leave of absence for court appearances as a witness, pursuant to subpoena, will be granted with pay. Any payment by the court, however, must be turned over the District, except that the unit member may retain any amount paid as a travel allowance.

ARTICLE 27: LEAVES (BEREAVMENT)

- 27.1 The District agrees to grant necessity leave of absence with pay at a unit member's regular rate of pay not to exceed three days, or five days if more than 300 miles of travel is required, due to the death of any member of the unit member's immediate family.
- 27.2 Members of the immediate family include the following: unit member's mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren, or of the unit member's spouse or domestic partner, and the unit member's spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law, or any person living in the unit member's immediate household.

ARTICLE 28: LEAVES (INDUSTRIAL ACCIDENT AND ILLNESS LEAVE)

- 28.1 Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of 60 working days paid leave in any one fiscal year. This leave shall not be accumulated from year-to-year. Industrial accident or illness leave will commence on the first day of absence.
- 28.2 Payment for wages lost on any day shall not, when added to an award granted under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the industrial injury or illness occurred, for the same illness or injury.
- 28.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the workers' compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, when it, in addition to the workers' compensation award, provides for a day's pay at the regular rate of pay.
- 28.4 A bargaining unit member who returns within a year shall be allowed to return to his/her original position.
- 28.5 Absences under this policy shall not be considered a break in the unit member's service.
- 28.6 During all paid leaves of absence, whether Industrial Accident Leave, as provided in this section, Sick Leave, Vacation, Compensated Time Off, or other available leave provided by law or the Governing Board, the unit member shall endorse to the District wage loss benefit checks, received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- 28.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to fully assume the duties of the unit member's position, the unit member, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.
- 28.8 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing board authorized travel outside the state.
- 28.9 A unit member who has been placed on a reemployment list, as provided in this Article, who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed.

ARTICLE 29: LEAVES (LEAVES OF ABSENCE WITHOUT PAY)

- 29.1 After completion of three years of continued employment, a permanent bargaining unit member may be granted a leave of absence without pay upon the completion of Request for Leave form (GUS #83) and the approval of the Board of Education. Any permanent bargaining unit member may be granted an unpaid leave of absence for personal health or hardship, including child-rearing purposes. Unpaid leaves of absence shall be subject to the following restrictions:
- 29.1.1 Leaves of absence without pay may be granted for up to one year, provided that the unpaid leave shall not extend beyond the school year in which the leave commences.
 - 29.1.2 The granting of a leave of absence without pay gives the unit member the right to return to his/her position at the expiration of the leave of absence, provided that the unit member is physically and legally capable of performing the duties. The position may be filled by a substitute for the duration of the leave.
 - 29.1.3 When a permanent unit member returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The unit member shall return to the appropriate salary schedule placement based on the number of years of service. Credit toward accumulation of "long service compensation benefits" will not be counted if the leave of absence results in service of less than sixty percent (60%) of the unit member's contracted year.
 - 29.1.4 The Superintendent or designee may authorize a short-term leave of absence without pay, not to exceed three working days, to any unit member regardless of the length of service in the District.
 - 29.1.5 A unit member on unpaid leave of absence shall be permitted to make his/her own and the Board's regular contribution to all benefits requiring such contribution, as permitted by state law.
 - 29.1.6 Upon completion of another Request for Leave form and approval of the Board of Education, a unit member may be granted an unpaid leave of absence for up to a second school year. If a leave of absence is granted for all or part of a second school year, there is no guarantee that the unit member will be placed in the original assignment upon return from leave; however, the unit member shall have the right to be placed in an assignment in the same classification within the District.

- 29.2 Unit members shall request unpaid leave as soon as practical, preferably not less than 20 days prior to the date on which the leave is to begin. The request shall be in writing, shall include a statement as to the dates the unit member wishes to begin and end the leave, and shall include a statement or statements supporting the request.
- 29.3 The District shall make an effort to accommodate the leave dates the unit member requests. However, the District may consider scheduling and replacement problems in determining the date on which the leave shall begin and the duration of such leave.
- 29.4 Unit members are not entitled to the use of accrued sick leave or other paid leave when on unpaid leave of absence.

ARTICLE 30: LEAVES (UNPAID FAMILY CARE LEAVE)

- 30.1 Unit members are eligible for leave under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The District will grant leave under these Acts as required by the law and Board Policy 4261.8 (Appendix C). Notwithstanding any other provisions of Board Policy and Administrative Regulation 4216.8, unit members who have completed at least one (1) year of service for the District, even if they have not met the 1,250 hour eligibility requirement established by AR 4261.8, shall have the right to request leave under BP and AR 4216.8 for the purpose of caring for a new baby, a newly adopted baby, newly placed foster child for a child, spouse, or parent with a serious health condition.

ARTICLE 31: MILITARY LEAVE

- 31.1 Unit members shall be granted any Military Leave to which they are entitled, under law, as classified school employees. Unit members shall be required to request Military Leave in writing, and upon request, to supply the District with "orders" and status reports.
- 31.2 When a unit member has a choice, the unit member shall take his/her reserve duty at a time convenient to the District.

ARTICLE 32: TRANSFER, REASSIGNMENT AND PROMOTION

32.1 Definitions

- 32.1.1 Reassignment: A reassignment is a change in job assignment within the same school site and same classification.
- 32.1.2 Opening: An opening in any position that is temporary because a unit member is on a long-term leave of absence or a temporary reassignment.
- 32.1.3 Vacancy: A vacant position is one that is created when a unit member permanently leaves a position or when the District creates a new bargaining unit position.
- 32.1.4 Transfer: A transfer is movement of an employee, non-promotional in nature, from one work site to another work site within the same classification.

32.2 Posting Vacancies

- 32.2.1 Posting Vacancies: Notice of bargaining unit vacancies shall be posted on designated bulletin boards and shall be distributed to all unit members in their boxes. Notice shall include the job qualifications, funding source, and hours of the assignment. Notices will be mailed to all bargaining unit members in July and August.
- 32.2.2 The job vacancy shall remain posted for no less than 10 working days, and shall not be permanently filled during the posting period. The District may advertise externally simultaneously with the internal posting.

32.3 Voluntary Transfer and Reassignment

- 32.3.1 A unit member desiring a transfer to another location within the same classification or a reassignment must indicate his/her interest in writing to the District Human Resources Office.
- 32.3.2 All transfer or reassignment requests will receive equal consideration. In selecting applicants for a transfer, the District may consider satisfactory performance evaluations within the preceding two years as well as the applicant's ability to perform the required tasks as determined by the District. Where performance and abilities are equal, seniority shall be the determining factor.

- 32.3.3 In approving transfer or reassignment requests, employee efficiency and productive working relationships shall be considered as guidelines for the assignment of unit members within the classification. The District shall not deny transfer or reassignment requests for arbitrary or capricious reasons.
- 32.3.4 When the position means an increase in hours for a unit member within the same classification, the most senior unit member shall be given first consideration, unless there is a bargaining unit member who has reemployment rights to the vacancy of the increased hours per Article 38.6.1.3 or 38.7.1.1.
- 32.3.5 If an applicant is denied the transfer or reassignment request, the unit member may request the District provide him/her with the specific reasons for the denial in writing. The District shall respond within 10 working days from written request from the unit member.
- 32.4 Administrative Transfer: An administrative transfer is defined as the District-initiated movement of a unit member from one work site to another within the same classification.

An administrative transfer may occur when one of the following conditions exists:

- Loss of funding of a program
- Modification of program
- Decline in enrollment due to the opening of a new school(s), loss of ADA, or a reduction of a particular kind of service
- The Superintendent may transfer unit members to meet the District's educational needs.
- No involuntary transfer will be made for punitive or capricious reasons.

32.4.1 In The Event An Administrative Transfer Is To Occur

32.4.1.1 Notice of any involuntary transfer shall be given as soon as practical and the specific reasons for the transfer shall be stated in writing. In any case where the transferring unit member is given fewer than 5 working days' notice, the District shall make a good faith effort to notify the Federation.

- 32.4.1.2 The Superintendent or designee will meet with the unit member prior to the transfer taking effect. The unit member may have a Federation representative present if he/she so desires.
- 32.4.1.3 Unit members to be administratively transferred have the right to indicate a preference from a list of vacancies. However, the unit member's personal preferences shall not be binding upon the District.
- 32.4.1.4 An involuntary transfer shall not result in the loss of compensation on the salary schedule, medical and dental benefits, and seniority. If a unit member is transferred after the first quarter of the school year to a position in which they would lose a full or partial stipend (i.e. identified stipends in Articles 8.5.1, 8.5.2, 8.5.3, 8.5.4), their current stipend shall be discontinued at the end of that school year.
- 32.4.1.5 If a unit member must be administratively transferred because of layoff or there are unassigned positions resulting from a layoff, the District will follow the procedures relating to filling unassigned positions after a layoff set forth in Section 38.6 and 38.7. Unassigned positions or open positions will be filled by transfer from within the bargaining unit before the District recalls persons from the reemployment list, provided that the internal transfer may not result in an increase in hours if there is a unit member on the reemployment list with rights to those hours.
- 32.5 Promotion: Promotion is defined as the movement of a unit member from one classification to another classification with a higher salary range designation.
- 32.5.1 A unit member who has been denied a promotion shall be given the reason for such rejection in writing. If the unit member requests, within 10 working days of receiving notification of such rejection.
- 32.5.2 In selecting applicants for a promotion, the District may consider satisfactory performance evaluations within the preceding two years as well as considering the applicant's ability to perform the required tasks as determined by the district. Where performance and abilities are equal, seniority shall be the determining factor.

32.5.3 An interview for a promotion does not guarantee selection:

32.5.3.1 A permanent unit member promoted to a higher classification shall serve a three-month probationary period in the higher classification. At its option and discretion, the District may extend the promotional probationary period for an additional three-month period. No promotional probationary period shall be extended beyond six months of active service. The District shall notify a unit member on or before the end of the initial three-month promotional probationary period of any decision to extend the promotional probationary period, and state a reason for the extension.

32.5.3.2 If a unit member fails to satisfactorily complete the promotional probationary period, the unit member shall be reassigned to a position in the classification from which the unit member was promoted.

32.6 Additional Hours: Additional hours are defined as an increase in the current classification held. Additional hours are assigned according to Article 17.3.

32.7 Seniority: Seniority for this Article shall be based on the first date of paid service as a member of the bargaining unit. If date of employment is equal, then years of service shall be the determining factor. Paraeducators and Instructional Assistants shall have separate seniority categories. Leaves will not constitute a break in service in determining date of employment. If a unit member is reemployed following a break of less than 39 months, said break will not constitute a break in service in determining date of employment. The Federation shall have access to the information used to determine seniority (i.e., date of employment and years of service).

32.8 Screening Selection Process

32.8.1 The District will not review and screen outside applicants until transfer, promotion, or reassignment requests, if any, are reviewed and considered.

32.8.2 All applicants will be reviewed by the District to determine if the applicants meet the qualifications based on the description of the vacancy. The District retains the right to determine the qualifications of candidates based upon all criteria.

32.8.3 A bargaining unit applicant who meets the minimum qualification for the vacancy shall be granted an interview. A unit member on a

remediation plan is not eligible to apply for a transfer or promotion. An interview does not guarantee selection.

- 32.8.4 The Program Manager/Site Administrator of the vacant position and the Director of Human Resources will review evaluations of internal applicants and provide general feedback to the interview panel.
 - 32.8.5 If the interview panel reaches consensus on a recommended applicant, the interview panel will explain its recommendation in writing to Human Resources. If the interview panel reaches consensus on an external candidate, the recommendation shall be contingent upon a satisfactory reference check by the Human Resources Department.
 - 32.8.6 The interview panel will compile reasons the applicants were not selected and provide Human Resources with a notice of the reasons. The Human Resources department will provide employees who are unsuccessful applicants with the reason the employee was not selected for the transfer or promotion if the employee makes a written request for the reasons.
 - 32.8.7 The interview panel shall not rely on hearsay in making a recommendation.
- 32.9 Upgrading: The District agrees to give first consideration to current bargaining unit members who obtain teaching credentials for filling vacancies in the certificated unit for which the member is certificated and qualified to serve. By first consideration, the District means that it will interview the qualified unit member, and give good faith consideration to that person.
- 32.9.1 As long as the District uses the 100 point system of ranking teacher applicants, the District will give the unit member two points per year of service up to a maximum of 10 points in recognition of service to the District. The District reserves the right to change its method of interviewing and ranking teacher applicants and agrees to give the Federation advance notice of any such change. Upon request, the District agrees to meet and confer with the Federation regarding giving first consideration to unit members applying for teaching jobs if the interview methods change.
 - 32.9.2 The District also agrees to give first consideration to current bargaining unit members who are certificated for filling temporary positions that are open due to teachers on leave, provided the unit members are certificated and qualified to serve in such positions.

ARTICLE 33: SUMMER SCHOOL

- 33.1 The District will prioritize summer school assignments for paraeducator unit members in order to meet the best interest of students and address program needs.
- 33.1.1 The list will be prepared in descending order of seniority based on date of hire in the bargaining unit. Summer school seniority lists shall be prepared in the following way: (1) unit members who had summer assignments the previous summer are placed at the bottom of the seniority list in seniority order; and then (2) unit members hired during the current school year are added to the bottom of the list below last summer's employees.
- 33.1.2 The Federation Paraeducator Unit President and two (2) other unit members selected by GFP, shall meet with the Coordinator of Special Education and the Director of Human Resources to assign unit members to summer school positions.
- 33.2 No later than May, notice of anticipated summer school positions shall be distributed to all unit members through District email and a hard copy sent to all unit members at their work site. The notice shall describe summer assignments, list the qualifications required for each assignment, and explain the procedures for applying.
- 33.3 Unit members interested in summer work shall complete the summer school application form provided by the District, indicating the position(s) of interest and return the completed application form to the Human Resources Department. It is the responsibility of the unit member to make sure their application form is received at the Human Resources Department at the District Office by the posted deadline.
- 33.4 Summer school assignments shall be made on the following basis:
- 33.4.1 Applicants must qualify for the summer assignments in one of the following ways:
- (1) Satisfactory summer school or regular year District experience in the same paraeducator classification as the summer assignment for which they are applying, or
 - (2) Experience in or out of the District in work similar to the summer assignment for which they are applying, or
 - (3) Education in the area of the assignment for which they are applying.

- 33.4.2 Assignments will be given to those unit members who qualify. Should two or more unit members qualify for a summer assignment, the assignment will be given to the person highest on the summer school seniority list. If two or more qualifying unit members have the same seniority, the assignment shall be based on an interview with the site administrator.
- 33.4.3 If no unit member applies or qualifies for a summer assignment, the position may be opened to applicants from outside the unit.
- 33.5 All applicants shall be notified in writing of the status of their summer school assignment fifteen (15) workdays before the first day of the summer program.
- 33.6 No unit member shall be required to accept a position or to accept a reduced or changed assignment from that which was posted. Any changes or additions to assignments that become available will be posted to all unit members ten (10) workdays before the start of the summer program. This posting notice will be sent via email and a hard copy sent to all unit members at their work site.
- 33.7 The District maintains the right to close any class because of lack of student enrollment.

ARTICLE 34: GRIEVANCE PROCEDURES

Both the District and the Federation agree that everyone concerned will benefit when prompt, informed, and confidential resolution of problems and grievances is encouraged. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Accordingly, the parties established the following procedure to accomplish these purposes:

34.1 Definitions

- 34.1.1 A “grievance” is any alleged violation, misinterpretation, or misapplication of any specific provision(s) of this Agreement.
- 34.1.2 A “grievant” is a unit member or group of unit members or the Federation who allege that they have been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this agreement and who file a claim.
- 34.1.3 A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 34.1.4 A “day” is any day in which the District’s central administrative office is open for business.
- 34.1.5 A “workday” is any day in which a unit member is required to report for duty.
- 34.1.6 The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant(s) and who has the authority to adjust grievances.
- 34.1.7 A “representative” shall be a person chosen by the Federation to represent the grievant.

34.2 Procedure

- 34.2.1 Informal Level: Within 20 workdays after the event that was the basis for the grievance, or within 20 workdays of the time when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall first discuss the matter with his/her immediate supervisor. The grievant shall state that his/her concern is a grievance and the grievant may be accompanied by a Federation representative at his/her option. The objective of this

discussion shall be to resolve the matter informally. In the event the matter is not resolved informally, the following procedure shall be implemented.

34.2.2 Level One: If the grievance is not settled at the informal level, the grievant, within five workdays, shall submit a written statement of the grievance to his/her immediate supervisor. The statement shall include a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the date of the alleged act or omission. The grievant shall discuss the matter with his/her immediate supervisor and may be accompanied by a Federation representative. If the grievant prefers to represent himself or herself, a copy of the grievance will be sent to the Federation. Within 10 workdays after receiving the grievance, the immediate supervisor shall state his/her decision in writing, together with supporting reasons, and shall forward the decision to the Federation and the grievant. If the immediate supervisor does not respond within the timelines, the grievance shall proceed automatically to the next step. The timelines may be extended in writing by mutual agreement.

34.2.3 Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within 10 days after receipt of the grievance, the grievant may file a written appeal of the grievance with the Superintendent, with a copy to the Federation, within 10 days after the written decision at Level One.

Within 10 workdays after delivery of the appeal, the Superintendent or his/her designee will confer with the grievant in an effort to resolve the problem. A Federation representative may be present at this conference. Within 10 workdays after the grievance conference, the Superintendent/designee shall submit his/her decision in writing, together with the supporting reasons to the Federation with a copy to the grievant and a copy to the immediate supervisor involved in Level One.

34.2.4 Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within 15 days after the conference with the Superintendent/designee, the grievant, within 15 days after the Superintendent's decision, may request in writing that the Federation submit the grievance to arbitration. The Federation, by written notice to the Superintendent within 15 days after receipt of

the request from the grievant, may submit the grievance to arbitration.

34.2.4.1 The parties shall request a list of arbitrators from the California State Mediation and Conciliation Service. A Federation representative and a District representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall be the arbitrator. The process of striking names shall occur within 10 days of the receipt of the list of both parties.

34.2.4.2 If any question arises as to the arbitrability of the grievance, such question will first be ruled upon by the arbitrator.

34.2.4.3 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

34.2.4.4 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusion of the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or that violates the terms of this Agreement. A copy of the decision will be submitted to the District, the grievant, and the Federation. The arbitrator's decision will be final and binding upon the parties.

34.2.4.5 The District and the Federation will bear equally the costs for the arbitrator's services including, but not limited to per diem fees, the arbitrator's travel and subsistence expenses, and the cost of the court reporter.

34.2.4.6 If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties request the transcript, the District and the Federation shall bear equally the total cost of the transcript.

- 34.2.4.7 Once the arbitrator has been selected, hearings shall commence at the arbitrator's convenience. Hearings shall be confined to working days, unless mutually agreed otherwise.
- 34.2.4.8 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provision of this procedure.
- 34.2.4.9 Upon mutual agreement of the District and the Federation, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany the request for a list of arbitrators.

34.3 General Provisions

- 34.3.1 Because it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The timelines specified may be extended in writing by mutual consent.
- 34.3.2 The District will not take reprisals affecting the employment status of any unit member, party in interest, Federation representative, or any other participant in the procedure by reason of such participation.
- 34.3.3 Any records pertaining to a grievance shall be kept in a confidential file separate from the grievant's official District personnel file. Such records shall not be utilized in evaluations, the promotional process or in any recommendation for job placement.
- 34.3.4 When the grievant is not represented by the Federation, the Federation shall have a right to be informed of the grievance meetings, to be informed of the decision, and to have a representative present for informational purposes. The Federation shall have the right to present in writing its views on the grievance at all steps of the procedure.

- 34.3.5 In all steps of the grievance procedure, when it becomes necessary for the grievant(s) to attend a grievance conference during work hours, the grievant(s) will upon notice to his/her principal or immediate supervisor, be released without loss of pay for that purpose.
- 34.3.6 If a grievance arises from the action of authority higher than the principal, the grievance may be filed with the appropriate management person. The parties agree, however, that it is beneficial to all parties concerned that any grievance be initiated at the lowest appropriate level.
- 34.3.7 When it is necessary for a designated Federation representative to attend a grievance conference with an administrator during the day, he/she will, upon notice to his/her principal or immediate supervisor, be released without loss of pay in order to participate in the conference. When it is necessary for a Federation representative to investigate a grievance or attend a grievance, meeting or hearing during the day, he/she shall be released without loss of pay in order to participate in the activity. Any unit member who is requested to appear in such investigation, meeting or hearing as a witness will be accorded the same right.
- 34.3.8 In the event a grievance is filed at such time that it cannot be processed through all levels of procedures by the last working day of the school year, the time limits set forth in the Article will be reduced upon mutual agreement, so that the procedure may be completed prior to the end of the school year, or as soon thereafter as practicable.
- 34.3.9 Forms for filing grievances and other related documents will be developed and amended jointly by the District and the Federation and shall be available at the District Office, each school, and the Federation office.

ARTICLE 35: EVALUATION

35.1 Definitions

- 35.1.1 **Probationary Unit Members:** The probationary period is a continuation of the testing and selection process. A unit member shall be a “probationary” employee until the unit member has satisfactorily completed 6 consecutive months of active service. During the probationary period, a unit member may be terminated for failure to satisfactorily complete the probationary testing period. A unit member disciplined or terminated from employment during the probationary period shall have no right to a hearing or appeal of the disciplinary action or termination.
- 35.1.2 **Permanent Unit Members:** A “permanent” unit member has satisfactorily completed the probationary period.

35.2 Purpose and Frequency of Evaluation

- 35.2.1 The Federation and the District recognize that the purpose of staff evaluation is to maintain and improve the competency of unit members. A unit member shall be evaluated according to the competency with which he/she fulfills the responsibilities assigned.
- 35.2.2 Probationary unit members will be evaluated on an ongoing basis and formally in writing at least once but not more than twice during the six-month probationary period.
- 35.2.3 The District shall evaluate permanent unit members at least once every other year. The District shall evaluate permanent unit members who have transferred to a new job classification at least once during the year after the transfer. The District shall evaluate unit members who received unsatisfactory evaluations at least once per year until the unit member receives satisfactory evaluation.
- 35.2.4 If no evaluation is completed for the school year, the evaluation shall be considered satisfactory for purposes of determining a unit member’s eligibility for step and longevity increments under Article 8, Sections 8.1 and 8.2.
- 35.2.5 Within the first six weeks of a unit member’s work year during which the unit member will be evaluated, a pre-evaluation conference shall be held with the evaluator and the unit member to review the evaluation form and clarify job performance expectations.

35.2.6 The evaluation shall be written on forms developed jointly by the District and the Federation.

35.2.7 The written evaluation will take place no later than three weeks before the unit member's last scheduled work day.

35.3 Evaluation Requirements

35.3.1 Evaluations shall be performed by the program or site administrator. The evaluator will ask for input from each teacher with whom the paraeducator works. For other classifications, the evaluator will ask for input from appropriate personnel. The evaluator will integrate this information into the written evaluation form.

35.3.2 Evaluations shall include comments made in summary form. The evaluation shall indicate the unit member's strengths and areas in need of improvement with specific recommendations for improvement.

35.3.3 The evaluation will be reviewed with the unit member. Both the evaluator and the unit member will sign the evaluation form, and a copy will be provided to the unit member.

35.3.3.1 The unit member may request the presence of a supervising teacher at any meeting regarding evaluation.

35.3.3.2 The unit member may request subsequent meetings to discuss the evaluation. At such meetings, a Federation representative may be present.

35.3.4 Hearsay shall not be used as a basis for evaluation without supportive evidence.

35.3.5 The evaluator shall discuss areas of concern with the unit member as soon as practical after the problem arises and before the negative comment is entered into the final evaluation document. This limitation does not apply to preliminary evaluation documents.

35.4 Unsatisfactory Evaluation and Remediation

- 35.4.1 Unit members must receive a satisfactory evaluation in the preceding year to be eligible for step increments as well as longevity increments. If a unit member's performance is unsatisfactory, the evaluator shall give specific reasons in writing as to why the unit member is deemed ineligible for a step/longevity increase. The unit member shall have an automatic appeal to Human Resources, who will review every recommendation for withholding a step or longevity increase, and the unit member shall be advised that he/she has the right to Federation representation in the appeal, upon request. The District will provide the Federation with written notice of every recommendation to withhold a step or longevity increase.
- 35.4.2 The unit member shall be given a written remediation plan for improvement and shall be reevaluated after three months, at which time the unit member shall receive the step or longevity increase if performance is satisfactory. If the second evaluation is unsatisfactory, the unit member will be reevaluated after three months. If the third evaluation remains unsatisfactory, the unit member will be denied step or longevity increase for the remainder of the evaluation year.
- 35.4.3 Nothing in this section shall preclude the District from taking separate disciplinary action against the unit member.

ARTICLE 36: PERSONNEL FILE CONTENTS AND INSPECTION

- 36.1 Each unit member's file is located in the District Office. Unit members shall receive a copy of any item (except GUS #106 forms, employment tests, or pre-employment references) before it is placed in that unit member's personnel file.
- 36.2 Materials in a unit member's personnel file that may serve as a basis for affecting the status of the unit member's employment will be made available for the unit member's inspection.
- 36.3 Such material is not to include ratings, reports, or records that: (a) were obtained prior to the unit member's employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- 36.4 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the district. Any unit member desiring to review his/her personnel file may be accompanied by a representative of his/her choice.
- 36.5 Information of a derogatory nature, except material mentioned in Section 36.3, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment on the information. A unit member shall have the right to enter, and have attached to any such derogatory statements, his/her own comments on the statement. Such review shall take place during normal business hours and the unit member shall be released from duty, for this purpose, without salary deduction.
- 36.6 Official grievances filed by a unit member under the grievance procedure as outlined in this Agreement shall neither be placed in his/her personnel file nor used in any recommendation for job placement.

ARTICLE 37: HEALTH AND SAFETY

37.1 Bodily Harm

Any unit member who is threatened with bodily harm or who suffers bodily harm by an individual or group while carrying out his/her assigned duties shall promptly make a report to the principal who shall inform the Superintendent and the designated law enforcement authority, when appropriate.

37.2 Unsafe or Hazardous Conditions

37.2.1 The District shall take all reasonable steps to provide safe and non-hazardous working conditions for unit members.

37.2.2 A unit member noting an unsafe or hazardous condition or incident shall report the condition to the principal or site supervisor as soon as possible.

37.2.3 The District will remedy any unsafe working condition immediately after the condition becomes known. If the District is unable to remedy the situation immediately, the unit member shall not be required to work in the unsafe area until the situation is remedied.

37.2.4 Reimbursement for Loss to Personal Property Used for Instructional Purposes

37.2.4.1 During the term of this Agreement, the District will establish a program for reimbursement for loss or damage to unit members' personal property used for instructional purposes.

37.2.4.2 The maximum reimbursement for this program shall be two thousand- five hundred dollars (\$2,500) per year for the entire bargaining unit, and five-hundred dollars (\$500) per unit member per year for reimbursement for loss to personal property used in the course of assignment as a paraeducator.

37.2.4.3 In order to qualify for reimbursement, the unit member must:

(1) Demonstrate that the loss is due to theft, fire , water, or vandalism or other incident while performing duties at the school site, and is not due to the unit member's negligence.

- (2) Obtain prior approval from the site administrator in writing regarding:
 - *The use of equipment and or personal property for instructional purposes;
 - *The estimated value and description of the equipment and/or personal property; and
 - *The period of time the equipment and/or personal property is expected to be on the site;
 - *Prior approval is not required for unit member who must wear prescription eyeglasses in the performance of duties in order to request reimbursement under this article.
- (3) File or assist in filing any necessary reports including police report.

37.2.5 Safety Apron Smocks

Upon written request from the unit member to their supervisor, the District shall provide apron smocks to protect their clothing while performing their paraeducator duties. These apron smocks will be provided by a uniform service selected by the District no later than thirty (30) days after written request from the unit member. The style and color of these apron smocks will be determined by the District. These apron smocks shall remain the property of the district. Unit members must follow the cleaning schedule from the uniform service to make sure that the apron smocks are clean and ready for use. Unit members will be required to wear these apron smocks in the performance of duties.

- 37.3 Up to two (2) paraeducator unit members selected by the Federation will serve as members of the District Safety Committee.

ARTICLE 38: LAYOFFS

- 38.1 The District shall provide written notice to the Federation of its intention to lay off unit members for lack of work or lack of funds or as a result of a reduction or elimination of services.
- 38.1.1 The District shall provide written notice to a unit member of its intention to lay off the unit member for lack of work, lack of funds, or as a result of a reduction or elimination of service, no later than March 15th.
- 38.2 Seniority: Seniority for unit members shall be determined by hire date within the classification.
- 38.3 The unit member with the least seniority within the class plus higher classes shall be laid off first.
- 38.3.1 Bumping Rights: A unit member laid off from his/her present classification may bump into an equal (paid at the same range) or lower classification in which he/she has worked as a classified employee, provided his/her seniority is greater than the least senior employee in the classification.
- 38.3.1.1 When a unit member bumps into a lower or equal class, he/she shall be paid at either the same step of the higher class or the step he/she was on when he/she left the equal or lower class, whichever is greater.
- 38.3.2 Notice to Union: If the District intends to implement a layoff, it shall notify the Federation of its intent at least five working days prior to Board action, and the District agrees to meet and confer with the Federation regarding the implementation of the layoffs upon request within that five day period.
- The decision to eliminate positions and implement layoffs is not subject to bargaining.
- 38.3.3 Seniority Lists: The District shall provide the Federation with updated seniority lists for all classifications in the bargaining unit by July 31 of each year (showing seniority as of June 30). The District will also provide the Federation with updated seniority lists for classifications in the unit if the District determines to lay off any bargaining unit members.

38.4 Effect of Layoff

- 38.4.1 The unit member to be laid off shall be entitled to pay, including all earned vacation pay, earned wages, and overtime.
- 38.4.2 The unit member laid off shall be entitled to a continuation of the District's level of contribution toward health and welfare benefit coverage for a period of two months following the layoff.
- 38.4.3 If the unit member is employed less than four hours, a cash payment shall be paid within two weeks of the layoff using the following formula:
- District's Health & Welfare Contribution per month (# of hours worked per day) x 2 = dollar amount.
- 38.4.4 The provisions of this section shall constitute the full and complete agreement between the parties concerning the effects of the layoff decision.

38.5 Reemployment Rights

- 38.5.1 Laid off employees are eligible for reemployment in the class from which they are laid off for a 39 month period and shall be reemployed in the reverse order of layoff.
- 38.5.2 Laid off employees shall be reemployed in preference to new applicants.
- 38.5.3 Employees laid off shall have the right to apply for promotions and vacancies that occur in the District during the period of 39 months following layoff.
- 38.5.4 A laid off employee who is notified of reemployment opportunity shall notify the District of his/her intent to accept or refuse employment within 10 working days following receipt of the reemployment notice.
- 38.5.5 If the employee accepts reemployment, the employee must report to work when designated by the district, provided that the District shall not require any employee to report less than 15 working days following the receipt of the reemployment notice unless mutually agreed upon.

- 38.5.6 All rights and status (seniority and accrued sick leave) previously acquired shall be restored at the time of reemployment from the reemployment list within the 39 month period. However, seniority and benefits do not accrue during the layoff period.

38.6 Filling Unassigned Positions Following A Layoff

- 38.6.1 Unit members whose seniority entitles them to remain employed following a layoff but who have been displaced from their regular positions as a result of the layoff will be offered open positions in the following manner: unassigned unit members will be offered open positions in seniority order.
- 38.6.1.1 A unit member must have seniority in the classification in order to select a position. For example, a paraeducator may not choose an open Instructional Assistant position if the paraeducator has never served in the classification of Instructional Assistant.
- 38.6.1.2 A unit member may voluntarily choose a position with fewer hours within the classification or a lower classification in which they have seniority.
- 38.6.1.3 No unit member may select an assignment with increased assigned time unless such a position remains after all unit members with more seniority or with an entitlement to the higher numbers of hours have turned down the position.
- 38.6.1.4 A Federation representative may be present during the selection and assignment of unassigned positions.

38.7 Relationship Between Recall Rights, Transfer Rights and Assigned Time

- 38.7.1 Nothing in this section shall operate to deny any laid off employee statutory or contractual reemployment rights.
- 38.7.1.1 In recalling an employee from layoff, the District will recall an employee to fill a vacant position with the same number of hours or close to the number of hours to which the laid off employee is entitled before allowing the transfer of a current unit member

- For example, an employee who has been laid off from a five-hour paraeducator position will be recalled from layoff to fill a five-hour paraeducator vacancy before the position would be offered to a current bargaining unit member employed less than five hours. A current bargaining unit member will have the right to apply for a transfer to a vacant position with the same number of hours and the laid-off employee will be recalled for filling the position left vacant by the transfer.
- For example, if there is a three-hour paraeducator vacancy, other three-hour paraeducators can apply to transfer and the laid-off employee will be recalled to fill the resulting three-hour vacancy.

38.8 A laid-off employee who is recalled to fill a position with fewer hours than the position from which laid off shall retain the original 39-month reemployment rights to a position with the same assigned time as the employee had before layoff.

38.9 Retirement In Lieu of Layoff

38.9.1 Any bargaining unit member may elect to accept service retirement in lieu of layoff.

38.9.2 Such unit members shall, within 10 working days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose. Any unit member who elects service retirement in lieu of layoff shall be placed on an appropriate reemployment list' however, the unit member shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code sections.

38.9.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within 10 working days a written acceptance of this offer, the position shall remain vacant until the retired person has properly requested reinstatement from retirement. Nothing in this Article shall preclude the district from filling such a position on a temporary basis pending the retiree's return to work.

38.10 A unit member who elects to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Article.

ARTICLE 39: COMPLETION OF MEET AND NEGOTIATIONS

- 39.1 During the term of this agreement, the Federation and the district relinquish the right to meet, negotiate, and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, except by mutual agreement of the parties.
- 39.2 After this Agreement is ratified by both parties and in force, representatives of both the Federation and the Superintendent or his/her designee shall meet as agreed in Federation Rights. These meetings shall not encompass renegotiation of the provisions of this contract.

ARTICLE 40: NEGOTIATION PROCEDURES

- 40.1 No later than October 31, the Federation shall present to the District new proposals for the following school year. No later than its next regularly scheduled meeting, the Board shall comply with the public notice and comment requirements of the Government Code with respect to the Federation proposals.
- 40.2 No later than the next regularly scheduled meeting after fulfilling the public notice and comments obligation related to the Federation's proposal, the Board of Education shall present its initial proposal and shall complete the public notice and comment procedures required by the Government Code no later than the following regularly scheduled Board meeting.
- 40.3 The District and Federation may agree to jointly present their initial bargaining proposals.

ARTICLE 41: EFFECT OF AGREEMENT

- 41.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over state law to the extent permitted by state law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 42: SUPPORT OF AGREEMENT

- 42.1 The District and the Federation agree it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. The Federation and the District agree they will support this Agreement for its term.
- 42.2 Differences between the parties shall be settled by peaceful means as provided in this Agreement. For the duration of this Agreement, the Federation, in consideration of the terms and conditions provided in this Agreement, will not engage in, instigate, or condone any strike or work stoppage of unit members. For the duration of this Agreement, the District, in consideration of the terms and conditions provided in this Agreement, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.

ARTICLE 43: SAVINGS

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

ARTICLE 44: TERM OF AGREEMENT

44.1 Except as stated in specific section of this Agreement, this Agreement shall remain in full force and effect from July 1, 2021 up to and including June 30, 2024.

44.2 Reopeners

2022-2023 School Year

For the 2022-2023 school year, GFP may open 3 articles, District may open 3 articles. Articles 8 and 9 mutual.