

# **Agreement Between**

**Global Education Collaborative**



**&**



**United Teachers Los Angeles**

**Agreement Expiration: June 30, 2027**

## TABLE OF CONTENTS

ARTICLE 1:	Agreement.....	1
ARTICLE 2:	Recognition.....	2
ARTICLE 3:	Union Rights.....	3
ARTICLE 4:	Organizational Security/Membership.....	6
ARTICLE 5:	Management Rights.....	8
ARTICLE 6:	Work Year/Day.....	10
ARTICLE 7:	Professional Development.....	12
ARTICLE 8:	Employment Status.....	13
ARTICLE 9:	Evaluation Procedures.....	16
ARTICLE 10:	Grievance Procedures.....	19
ARTICLE 11:	Safety.....	22
ARTICLE 12:	Assignments and Transfers.....	24
ARTICLE 13:	Leaves of Absence.....	25
ARTICLE 14:	Compensation and Benefits.....	34
ARTICLE 15:	Assignability.....	36
ARTICLE 16:	Statutory Changes.....	37
ARTICLE 17:	Savings.....	38
ARTICLE 18:	Negotiations.....	39

### APPENDICES

Appendix A – Certificated Salary Schedule

Appendix B – Benefits Summary

**AGREEMENT**  
**BETWEEN**  
**GLOBAL EDUCATION COLLABORATIVE**  
**AND**  
**UNITED TEACHERS LOS ANGELES**

This Agreement made and entered into by and between Global Education Collaborative, a not-for-profit California Corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as “GEC” or “School” and United Teachers Los Angeles, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “UTLA,” includes all of the following articles and provisions.

Agreed on, ratified by UTLA on \_\_\_\_\_, and ratified by the GEC Board on January 28, 2025.

Agreed in Bargaining:

For Global Education Collaborative

For United Teachers Los Angeles

\_\_\_\_\_  
Chiung-Sally Chou, Ph.D.  
Chief Executive Officer

\_\_\_\_\_  
Hong Bui, Area Representative

\_\_\_\_\_  
Ontrece Ellerbe, Executive Director

\_\_\_\_\_  
Oscar Tapia, Site Representative

\_\_\_\_\_  
Roger L. Scott, Legal Counsel  
Young, Minney, and Corr, LLP

## ARTICLE 1 – AGREEMENT

- 1.1 This Collective Bargaining Agreement (hereafter referred to as “Agreement”) constitutes a bilateral and binding agreement by and between Global Education Collaborative (hereafter referred to as the “Employer” or “GEC”) and United Teachers Los Angeles (hereafter referred to as “UTLA” or the “Union”). This Agreement shall expire on June 30, 2027.
- 1.2 For each year 2025-2026 and 2026-2027, each party may reopen for negotiations salary and health benefits, as well as two (2) articles per party. Further, the parties may enter into memoranda of understanding and/or side letters at any time.
- 1.3 The term Agreement as used herein means the written Agreement provided under Section 3540.1(h) of the Government Code.
- 1.4 Titles listed in this Agreement are for clarification only and are not integral to this Agreement.
- 1.5 During the term of this Agreement, neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike or other work stoppage, and any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.

In the event that GEC is concerned that a work-stoppage or slowdown involving one or more parties other than GEC and UTLA, UTLA and GEC shall meet with and/or address teachers jointly, upon GEC’s request. UTLA shall make every reasonable effort to schedule and hold such a meeting with GEC, prior to any such potential action.

## **ARTICLE 2 – RECOGNITION**

- 2.1** GEC hereby recognizes UTLA as exclusive representation pursuant to the Educational Employment Relations Act (Government Code Section 3540, et seq.) for a collective bargaining unit consisting of “all certificated employees in the broad classification of Teacher including, but not limited to, instructors, advisors and counselors” but excluding “all classified personnel, supervisory personnel and management and confidential employees.”
- 2.2** The terms and provision of this Agreement shall be applied and interpreted in a manner consistent with the Educational Employment Relations Act (“EERA”).

## **ARTICLE 3 – UNION RIGHTS**

### **3.1 Access**

Consistent with legal requirements, any authorized UTLA representative (“Representative”) shall have the right of access to GEC’s facilities including employee mailboxes and bulletin boards in the employee lounges. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival and comply with any and all visitor requirements applicable to all other campus visitors.

UTLA Representatives shall not in any way interrupt any employee’s duties or assignments. The Representative may contact employees before and after employees’ hours of service or during lunch and duty free periods.

### **3.2 Bulletin Board and Intranet**

UTLA shall have the right to post notices of Union matters on a bulletin board in the employee lounge or common work area. GEC shall provide a bulletin board at the school site.

### **3.3 Mailboxes**

UTLA shall be permitted to communicate with employees through mailboxes and email accounts. Union materials shall not be defamatory, obscene, or in violation of the law. Communications will not disparage any individual employee, group of employees, or GEC.

### **3.4 Recruitment**

GEC shall provide UTLA with an opportunity to address new employees at a mutually agreeable time during their orientation period.

### **3.5 Meetings**

Consistent with School policy, GEC shall permit UTLA to use building facilities for meetings and for professional development workshops.

### **3.6 Equipment and Email Access**

GEC will provide each unit member a chair, and access to a telephone and a computer for school business purposes. An email account will be made available for employees to use for school business.

### **3.7 Release Time at UTLA Expense**

UTLA may request the release of designated unit members from their regular duties with no loss of pay for no more than five (5) days of leave (total for the bargaining unit) for the purpose of attending local, state or national workshops, subject to the following conditions:

- a. The unit members utilizing the leave must give written notification on the GEC absence form to the Principal or designee in advance of the leave.
- b. The unit member must arrange for a suitable substitute according to GEC procedures.
- c. Such leave will not be utilized on days when special events or special duties require the specific presence of that individual unit member.
- d. UTLA shall reimburse GEC for the cost of any substitute hired to replace unit members utilizing this leave, at the usual GEC substitute teacher pay rate.
- e. Such release time will be taken in increments of not less than one-half day.

### **3.8 UTLA Chapter Leadership**

UTLA shall have the right to designate following its own procedures one (1) unit member to serve as the UTLA Chapter Chair. If GEC assigns any unit members to a work site other than the one to which the Chapter Chair is assigned, UTLA may also designate one (1) employee to serve as Co-Chair at any such site.

The UTLA Chapter Chair or designee is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and GEC. The Chapter Chair and Co-Chairs shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

- 3.8.1 Upon request of a unit member, the Chapter Chair or designee shall have the right to represent the employee in grievance meetings as expressly provided in Article 10 and in meetings related to discipline as expressly provided in this Agreement.
- 3.8.2 When a unit member reports an injury or assault and files the required written report(s), the site administrator shall notify the chapter chair of the reported injury unless the employee requests that the matter not be so disclosed.
- 3.8.3 During duty free time be permitted reasonable use of all telephones and fax machines for local calls involving representation matters, so long as such use does not interfere with normal office business at the location.
- 3.8.4 Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via GEC's speaker phone "all call" system

regarding UTLA-related meetings, special events, in service/staff development, and the like. Such use of the speaker phone system shall be limited to the time before or after student hours. This right does not encompass advocacy material of any nature or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or matters related to personal complaints/disputes.)

- 3.8.5 The Chapter Chair or designee shall have the right to propose agenda items for monthly site staff meetings and, with prior notification to the site administrator, to make brief announcements for no more than five (5) minutes at the beginning of a monthly site staff meeting.
- 3.8.6 The Chapter Chair and/or Co-Chair shall have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the Executive Director and/or their site administrator(s) to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school(s).
- 3.8.7 Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair.

### **3.9 Unit Member List**

- 3.9.1 Upon request, up to two (2) times per year, GEC shall send UTLA a list of unit members (including those who are not UTLA members) including their names, addresses, phone numbers, and work locations. Such lists shall also indicate any changes in personnel from the list previously furnished.
- 3.9.2 Within thirty (30) calendar days of hire, GEC will send a list of newly hired unit members including the same information identified in Section 3.9.1.

## ARTICLE 4 – ORGANIZATIONAL SECURITY/MEMBERSHIP

### 4.1 Organizational Security and Membership

- 4.1.1 It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees as referenced in Government Code Section 3543, and the right of the parties to enter into an “Organizational Security” Agreement pursuant to Government Code section 3541.1(i)(l).
- 4.1.2 UTLA shall have the exclusive right to have membership dues, initiation fees, and general assessments deducted for employees in the bargaining unit by GEC. GEC shall, upon appropriate notification by UTLA of written authorization from the unit member, deduct and make appropriate remittance for insurance premiums and other plans or programs jointly approved by the Union and GEC. Unit members who currently have authorization cards on file for the above purposes need not to be resolicited. Membership dues, initiation fees and general assessments, upon formal written request from the Union to GEC, shall be increased or decreased without resolicitation and authorization from unit members.
- 4.1.3 Any unit member who is a member of the Union or who has applied for membership may sign and deliver to UTLA written authorization for deduction of membership dues, initiation fees, and general assessments of the Union. Pursuant to such authorization, the Board shall deduct one-eleventh (1/11) of such dues from the regular monthly salary check of the unit member each month for eleven (11) months, from September to July of each year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Fees shall be prorated for part-time employees.
- 4.1.4 UTLA may change the amount of deductions made pursuant to this Article by providing GEC with sufficient notification of the change, to allow for GEC to make the necessary payroll adjustments, along with a copy of the notification of the change that was sent to affected UTLA members.
- 4.1.5 Employee requests to cancel or change this authorization shall be directed to UTLA, which shall be responsible for processing these requests. GEC shall rely on information provided by UTLA regarding whether authorizations for deductions were properly cancelled or changed.
- 4.1.6 With respect to all sums deducted by GEC as outlined above, GEC agrees to remit such moneys to the designated UTLA payee within twenty (20) days of the deduction of all sums so deducted, accompanied by an alphabetical list of unit members for whom such deductions were made, including their names, addresses, and work locations, and indicating any changes in personnel from the list previously furnished.

## **4.2 Indemnification**

UTLA agrees to indemnify and hold harmless, GEC for any loss or damages or legal costs resulting from the operations of this Article. It is also agreed that neither Union nor any employee shall have any claim against GEC for any deductions made or not made unless a claim of error is filed in writing to the CEO within thirty (30) calendar days after the date such deductions were, or should have been, made. UTLA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with GEC prior to making any such decision or determination.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.1** GEC’s rights listed in this Article are in addition to all rights granted by law. Matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2 and also all rights and matters not limited by other provisions of this Agreement are reserved to GEC. Reserved rights include, but are not limited to, the exclusive right to determine, establish, implement, modify, organize, reorganize or discontinue, any of the following, subject only to the other provisions of this Agreement:
- 5.1.1 The legal, operational, and organizational structure of GEC, including the chain of command, division of authority, organizational divisions and subdivisions, and advisory commissions and committees;
  - 5.1.2 The financial structure of GEC, including all sources and amounts of income, taxes and debt, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;
  - 5.1.3 The acquisition, disposition, number, location, and utilization of all GEC schools and properties, including all facilities, grounds, parking areas and other improvements, and the personnel, work, and activity functions assigned to such schools and properties;
  - 5.1.4 All services rendered to the public and to GEC personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the contracting and subcontracting of services including educational, support, maintenance and repair services;
  - 5.1.5 The educational policies, procedures, objectives, goals and programs, including those relating to the classes to be taught, curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such matters;
  - 5.1.6 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of GEC; the assignment of unit members to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the

determination as to the number of unit members, when and where there is a job opening;

- 5.1.7 The job classification and the content and qualifications thereof, and the duties for all unit members;
  - 5.1.8 The dates, times and hours of operation of GEC facilities, and functions and activities;
  - 5.1.9 Safety and security measures for students, the public, properties, facilities, vehicles, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
  - 5.1.10 The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of the Agreement;
  - 5.1.11 The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of GEC not limited by specific provisions language of this Agreement.
- 5.2** All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to GEC even through not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon GEC's rights. The exercise of any right by GEC herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of GEC's right or preclude GEC from exercising the right in a different manner.
- 5.3** Since this Article is not a source of Union or Employee Rights, it is not subject to grievance.

## ARTICLE 6 – WORK YEAR/DAY

### 6.1 Work Year

6.1.1 Bargaining unit employees shall work one hundred ninety-four (194) total days, including one hundred ninety (190) instructional days and four (4) professional development/pupil free days. Three (3) of these days will be scheduled for professional development at the beginning of the school year, right before instructional days, and one (1) day will be scheduled as the last day of the school year.

### 6.2 Work Day

#### 6.2.1 Hours

The professional workday shall include the student day, staff meetings and time needed for preparation/collaboration. At a minimum, all instructional staff members are to be on school grounds no later than 7:30 a.m., Monday through Friday, excepting legal holidays. Instruction begins at 8:00 a.m. and ends at 3:30 p.m., except on Tuesdays when instruction ends at 2:30 p.m. Unit members are to remain on site until 3:45 p.m., Monday through Friday. On Tuesdays, unit members shall attend a staff meeting from 2:45 p.m. to 4:00 p.m. (The staff meeting day may be changed from Tuesday to Monday if necessary to meet the needs of a host school at a co-located site.) As exempt professionals, unit members are also expected to attend to professional obligations whether or not performed during the normal workday day. Examples of required professional obligations include the following: school committees, parent conferences (twice annually), Open House, Back-to-School Night, and staff/professional development.

#### 6.2.2 Elementary Preparation

In order to provide additional elementary preparation time, one (1) Tuesday of every month will be for on-site preparation time. An exception to this would be an emergency situation affecting students/student achievement as identified by the Principal.

#### 6.2.3 Secondary Preparation

Each regular full-time secondary classroom teacher shall be assigned five (5) scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents (in person or via electronic means), students, and other staff members.

#### 6.2.4 Collaborative Planning During “General Assembly”

At any site where “General Assembly” is held for a half hour or more on one (1) or two (2) mornings per week (e.g. Tuesday and Thursday from 7:30-8:30 a.m.), instructional staff will use that time to work together in grade level and/or department collaborative planning, or other collaborative work approved in advance by the site administrator. Administration reserves the right to schedule professional development or other meetings during this time up to two (2) times per month.

#### 6.2.5 Minimum Days

GEC shall also schedule sixteen (16) minimum days each year, in which instruction will end at 12:30 p.m. Ten (10) of the minimum days will be on the last Friday of every month. The other six (6) minimum days will be calendared on other Fridays to be chosen by mutual agreement. On eight (8) of the minimum days, unit members shall spend the time from 1:00-4:00 p.m. on planning and on the other eight (8) days the time will be used for professional development.

#### 6.2.6 Duty-Free Lunch

Full-time unit members will have a duty free lunch period of thirty (30) minutes, except in the case of inclement weather or other emergencies when staff shortages exist as determined by the site Principal or designee.

## **ARTICLE 7 – PROFESSIONAL DEVELOPMENT**

- 7.1** The parties to this Agreement recognize that in order for GEC to maintain its organizational vigor and best serve its students, it is necessary to develop a systematic, ongoing program of professional growth and development.
- 7.2** The parties further recognize that the professional development of the GEC faculty is both a personal and institutional responsibility of employees and GEC.
- 7.3** The parties commit to jointly plan in-service programs that will further professional development of individual members on a non-discriminatory basis and advance the mission of GEC.
- 7.4** A committee comprised of the GEC Principal(s) and three (3) representatives from the faculty shall develop in-service activities for each school year. The faculty representatives shall be selected by the faculty with one (1) member from each of the Global Education Academies and shall meet within the first month of the academic year to set agenda dates for additional meetings.
- 7.5** It shall be the responsibility of the above parties to recommend to GEC a budget deemed appropriate to accomplish the jointly agreed to annual in-service activities.
- 7.6** The parties to this Agreement will work together to foster partnerships with institutions of higher education to provide resources for the development of GEC and its employees.
- 7.7** It is the intent of the parties to maintain an ongoing financial commitment to assist unit members in their formal professional development.

## ARTICLE 8 – EMPLOYMENT STATUS

- 8.1** Employment Rights: During the initial first three (3) complete and consecutive years of employment with GEC, all employment at GEC is on a probationary year-to-year fixed term basis. Through the normal evaluation process, a unit member who has been placed on an Improvement Plan during their third year of employment may be offered one (1) additional year of probation at the sole discretion of the Principal. During this probationary term, the unit member may be released from employment without cause if the unit member is provided severance in the amount of one (1) month's salary. In addition, annual non-renewal of employment during the first three (3) or four (4) years of employment will be on an at-will basis. This means either party may terminate employment at the end of a contract year without advance notice or cause.

Should a unit member be offered an employment contract for the fourth or fifth consecutive year of employment with GEC, the contract shall be a fixed-term annual contract, but suspension without pay or termination during the term of employment may only be for cause as defined herein. Annual non-renewal of such for cause contracts may only occur if the unit member's annual evaluation is unsatisfactory, warning of non-renewal is provided by March 15, and final notice of non-renewal is provided by May 15<sup>th</sup> of that school year.

Charter revocation, closure, or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation, closure, or nonrenewal of the charter.

### **8.2 For Cause Discipline**

The following independently or collectively are causes for discipline:

- Unsatisfactory performance;
- Discourteous or disrespectful treatment of others, including parents or staff;
- Dishonesty, including any falsifying of employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Unauthorized use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;

- Engaging in conduct which constitutes a material conflict of interest;
- Committing of or being involved in any act of unlawful harassment of another individual;
- Failure to maintain appropriate credential(s) required for the position;
- Failure of good conduct either during or outside duty hours tending to injure the public service; and
- Abandonment of position.

#### 8.2.1 For Cause Suspension or Dismissal Process

- a. Suspension or dismissal shall be initiated in writing by the Principal of GEC by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Union President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Principal and the unit member, this deadline is extended. Following this period, the Principal may provide Notice of Discipline to be served upon the unit member in person or by certified mail.
- b. If the unit member wishes to appeal the imposition of disciplinary action to the Board of GEC, the appeal must be filed with the office of the Principal within ten (10) work days from the time the Notice of Discipline is served on the unit member. The appeal must be made in writing and delivered to the office of the Principal. The unit member shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel or a union representative at such meeting, the unit member shall bear any cost therein involved. Within ten (10) work days of the appeal meeting, the unit member shall be provided a written decision setting forth the decision of the Board.
- c. If the unit member is not satisfied with the Board’s decision, s/he may appeal the discipline/dismissal using the grievance procedure of Article 10 (beginning with Step 3 or 4).

During the pendency of any disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

#### 8.2.2 Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for certificated discipline (suspension or dismissal) and interpreting case law do not apply to GEC.

## ARTICLE 9 – PROCEDURES FOR EVALUATION

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations specified in the article of this Agreement addressing Employment Rights.

### 9.1 Evaluation Criteria

Unit members are evaluated by GEC's Principal or administrative designee, based on a number of criteria, including the following:

- a. The California Standards for the Teaching Profession;
- b. Satisfactory performance of job duties;
- c. Conduct and attendance;
- d. Personal contributions and accomplishments;
- e. Teaching effectiveness;
- f. Effective implementation and knowledge of curriculum; and
- g. Student progress.

### 9.2 Unit Members Subject to Evaluation

- 9.2.1 Probationary unit members shall be formally evaluated twice annually, and subject to reasonable amounts of informal observations by the administration.
- 9.2.2 Unit members who have completed their probationary period may be evaluated every other year or more frequently at the discretion of the Evaluator.
- 9.2.3 Unit members who will complete one hundred thirty-five (135) working days during the school year shall be evaluated under the terms of this Article.
- 9.2.4 Unit members who will not complete one hundred thirty-five (135) working days during the school year may be evaluated.

### 9.3 Process for Evaluation

The following process shall be used in evaluation of the member:

#### 9.3.1 Goal Setting Conference

During the first two (2) months of school, all unit members shall receive a copy of the assessment instrument. This shall include an explanation and discussion of the assessment process and agreement of specific goals to be measured. In the event a unit member is employed after the two (2) month period, said instrument and explanation shall be given upon employment.

#### 9.3.2 Informal Observation

Informal observation may take place at any time and need not be pre-conferenced or written. If, during an informal observation, the Evaluator notices serious concerns, then the Evaluator must meet with the unit member within five (5) work days, or within a reasonable period of time as agreed to by the Evaluator and unit member, to discuss these concerns.

Mid-year student progress and staff attendance records will be reviewed as part of the Informal Observation Discussion.

Each unit member may bring any documentation, ideas or concerns to this meeting for informal observation discussion.

By mutual agreement, based on discussions at this meeting, additional goals may be added to the assessment instrument/evaluation document or initial goals may be removed or changed to better reflect the unit member's progress toward stated goals.

### 9.3.3 Formal Observations

At least two (2) formal written observations shall occur prior to March 31. Formal observations shall last at least thirty (30) minutes in duration.

Unit members who have completed their probationary period may be formally observed at least once by March 31. By mutual agreement, this formal observation may be waived.

Formal observations shall be pre-conferenced and shall be mutually arranged at least two (2) working days in advance of the formal observation. The pre-conference will review the observation lesson and a discussion of the observation lesson will take place.

A change of time of the formal observation may be requested by either the unit member or the Evaluator, if necessary, at least one (1) working day in advance of the formal observation.

The Evaluator and the unit member shall meet within five (5) working days to review the formal observation. The Evaluator and the unit member will sign a copy of the observation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

### 9.3.4 Formal Evaluation

The written formal evaluations will be completed prior to May 15 of each year.

The unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall

be attached to the evaluation and included in the unit member's personnel file. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

Any deficiency noted in the evaluation will be clearly stated by the Evaluator. Specific recommendations will be made as to how the unit member can correct the deficiency and assistance will be given toward correcting the deficiency. The correction of this deficiency may become a stated goal in the evaluation process for the next school year.

#### **9.4 Improvement Plan**

In the event that a unit member is not performing satisfactorily, an Improvement Plan may be issued. Any improvement plan for a probationary unit member shall be issued by May 15. Upon issuance of an Improvement Plan, the administration shall comply with the following NEAT process:

- a. **NOTIFY** the unit member that deficiencies exist.
- b. Provide a full and complete **EXPLANATION** (of deficiencies and suggested corrections).
- c. Provide administrative and supervisory **ASSISTANCE**.
- d. Provide reasonable **TIME** for correction of deficiencies

**9.5** Evaluations are not subject to the grievance procedures (Article 10) except when the final overall evaluation is "Unsatisfactory."

#### **9.6 Evaluation Task Force/Committee**

GEC and representatives from UTLA shall form a task force/committee to meet and discuss possible revisions to the evaluation article and evaluation forms as needed, including discussion regarding mentoring opportunities.

## ARTICLE 10 – GRIEVANCE PROCEDURE

### 10.1 Definition

A grievance is a claim by the unit member, unit members or the union that a provision of this collective bargaining agreement has been violated or misapplied with respect to that unit member, or members, such that it resulted in an adverse consequence to the unit member(s). All other claims, such as violations of statute, individual employment agreements, charters, board policies, personnel policies or employee handbooks, shall be outside the terms of this grievance procedure. Except as specified in Article VIII, personnel decisions including decisions affecting employment status and discipline of employees shall not be subject to this grievance procedure. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party's rights under this procedure. All timelines may be adjusted by mutual agreement between the grievant and GEC.

### 10.2 Informal Resolution

Any grievance shall first be addressed with the Principal or immediate supervisor, within seven (7) work days of when the grievant knew or should have known the event or condition giving rise to the grievance. The grievant must identify the concern as a grievance and request an informal meeting. The grievant may authorize the UTLA representative to represent him/her at any grievance meeting.

### 10.3 Formal Resolution

#### Step 1

If the grievance is not resolved informally, a unit member having a grievance shall present the grievance in writing to the Principal or immediate supervisor within fifteen (15) work days of the event or condition giving rise to the grievance. The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, and to the extent known, dates and names of witnesses, (3) the adverse consequence resulting to the unit member, or union, and (4) the remedy requested by the grievant. The Principal or immediate supervisor shall meet with the unit member and shall provide a written response within seven (7) work days of the meeting.

#### Step 2

If the grievant is not satisfied with the disposition of the grievance, she/he may, within five (5) working days after receiving the decision of the Principal or immediate supervisor, request in writing a meeting with the GEC Executive Director or designee. The Executive Director or designee shall meet with the unit member within five (5) work days of the request, and provide a written response within seven (7) work days of the meeting.

### Step 3

If the grievant is not satisfied with the disposition of the grievance, she/he may, within five (5) working days after receiving the decision of the Executive Director or designee, petition that a meeting with a mediator from the State Mediation and Conciliation Service be held as soon as reasonably possible for all parties of interest.

### Step 4

If the grievant is not satisfied with the outcome at Step 3, he/she shall within five (5) work days of the receipt of the written response at Step 3, the grievance shall be resolved through binding arbitration upon UTLA approval only.

The following steps shall govern the arbitration process:

1. UTLA and GEC shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the State Mediation and Conciliation Service supply a panel of at least five (5) names of persons experienced in hearing grievances in schools. Any fees associated with requesting this list shall be borne equally by the parties. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
2. If either GEC or UTLA so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in Section 1 above.
3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
4. GEC and UTLA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any recommendation that requires GEC or UTLA to do an act prohibited by law.
5. After a hearing, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and recommended award.

6. The recommended award of the arbitrator shall be binding to the Board of Directors.
7. The fees and expenses of the arbitrator shall be shared equally by GEC and UTLA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
8. The grievant shall be provided with reasonable release time to attend any grievance meeting with GEC or to testify at his or her own grievance meeting.

## **ARTICLE 11 – SAFETY**

### **11.1 Written Report on Unsafe Conditions**

Each unit member shall be required to immediately report to the Principal, in writing, any conditions that may have a detrimental effect on the health, safety, or well being of students, employees or other persons. Procedures for reporting and follow-up shall be determined by the Principal and the Safety Committee, reviewed at least annually, and distributed to unit members each year.

### **11.2 Immediate Report of Assault**

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Principal or designee who shall immediately report the incident to the police. The Principal shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

### **11.3 Pupil Suspension for Disciplinary Matters**

A unit member may recommend that a student be suspended from his/her class up to two (2) days, consistent with the School’s suspension/expulsion policy, provided that the unit member contact the parent of the student regarding the disciplinary recommendation. In the event unit members are utilized to house “in-house” suspension students, such disbursements of “in-house” suspension students should be evenly assigned so no one unit member has the impact of a majority of students placed in the classroom.

### **11.4 Unsafe Conditions**

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by GEC, and/or the appropriate state agency.

### **11.5 Personal Safety**

#### **11.5.1 Infections or Contagious Disease**

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of the employee and students.

#### **11.5.2 Dangerous Student Action**

Unit members who believe their safety, or the safety of other students, to be endangered by a student’s actions should refer such student to the Principal. Prior to

returning the student to that unit member's class, the Principal shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

### 11.5.3 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

## **ARTICLE 12 – ASSIGNMENTS AND TRANSFERS**

GEC reserves the right to assign and transfer unit members, as it deems necessary to meet the needs of GEC education program.

The Chapter Leadership, as previously designated by UTLA, shall be notified if a transfer is being considered and, if requested, shall have the opportunity to meet and confer with the Principal about the transfer before any decision is announced.

## ARTICLE 13 – LEAVES OF ABSENCE

### 13.1 Sick Leave

- 13.1.1 All employees shall earn ten (10) days of sick leave with full compensation per year. Unused sick leave shall accrue up to a cap of one hundred (100) days.
- 13.1.2 Leave may be used for personal illness of an immediate family member. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. The employee's leave bank shall be credited with a full year's sick leave on day one of the school year. An employee who is employed for less than a full school year shall have that leave prorated.
- 13.1.3 Accumulated sick leave may only be utilized up to thirty (30) days per school year. If sick leave is accumulated beyond thirty (30) days in a school year and the employee has utilized thirty (30) days in one (1) school year, the excess days remain accumulated but shall not be available for use until the following school year. Employees may exceed the thirty (30) day cap in the event of verified pregnancy disability or serious medical condition.
- 13.1.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.
- 13.1.5 An employee who leaves GEC prior to completion of a full school year and who has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 13.1.6 Employees are expected to call their assigned site's main office number or their designated supervisor prior to the start of the workday to report an absence. If an employee anticipates an absence of several days, the employee may notify the school with one phone call. For absences of three (3) consecutive work days or more, and for any use of sick leave beyond five (5) days in any one school year, and for any use of sick leave the day immediately before or after a holiday break, GEC may require physician verification. If requested, employees may be expected to present a physician's statement certifying the employee's fitness to return to duty after illness.
- 13.1.7 Upon retirement, the employee's accrued sick leave, if any, may be applied towards service credit in accordance with the State Teachers Retirement System ("STRS") regulations.

### 13.2 Personal Necessity Leave

- 13.2.1. All employees may use up to three (3) days of sick leave for personal necessity leave per year.

- 13.2.2 Uses of personal necessity leave may include, but are not limited to, death of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot reasonably be conducted outside of the workday. Personal necessity leave is not intended to be used as vacation.
- 13.2.3 For uses specified above employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs.
- 13.2.4 Any use of personal necessity leave for reasons other than specified in Section 13.2.2 requires an explanation of the reason and, except for a verified emergency, must be requested one (1) full week in advance.
- 13.2.5 Except in compelling circumstances, personal necessity may not be used immediately before or after a holiday weekend or school break.

### **13.3 Catastrophic Leave**

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. GEC shall create a catastrophic leave program as follows:

- 13.3.1 Employees may donate one sick leave day per fiscal year to a sick leave bank for unit members suffering a catastrophic illness; however, each employee must retain at least fifteen (15) sick leave days for his/her own account.
- 13.3.2 Catastrophic leave requests must be submitted in writing to GEC. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
- 13.3.3 The GEC Principal or designee and UTLA Chapter Chair or designee shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery. All information provided by the

employee requesting leave shall be held in strict confidence by the GEC Executive Director or designee and UTLA Chapter Chair, and shall be isolated from other employment records as required by the Americans with Disabilities Act.

13.3.4 The number of sick days that can be received by an employee is limited to twenty (20) days per fiscal year.

13.3.5 If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from such leave.

#### **13.4 Unpaid Leave of Absence**

Upon recommendation of the Board President and approval by the Board of Directors, an unpaid leave of absence may be granted for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

#### **13.5 FMLA/CFRA Leave**

GEC complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to 12 workweeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness.

The "12 month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

##### **13.5.1 Pay During FMLA Leave**

An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.

An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave.

All other FMLA leaves are unpaid leaves.

The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Such pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

### 13.5.2 Medical Certifications

- a. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by GEC. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
- b. If GEC has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, GEC may request a second opinion by a health care provider of its choice (paid for by GEC). If the second opinion differs from the first one, GEC will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

### 13.5.3 Procedures for Requesting and Scheduling FMLA Leave

- a. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the school principal (or, if the Principal is not available, to the GEC Executive Director or designee. An employee asking for a Request for Leave form will be given a copy of GEC's then-current FMLA leave policy.
- b. Employees should provide not less than thirty (30) days notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt GEC's school operations.

An employee on FMLA leave may not accept employment with any other employer without written permission from the Executive Director or designee. An employee who accepts such employment will be deemed to have resigned from employment at GEC.

## 13.6 **Pregnancy Disability Leave**

GEC complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed,

for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

#### 13.6.1 Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

#### 13.6.2 Events That May Entitle an Employee to Pregnancy Disability Leave

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- a. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- b. The employee needs to take time off for prenatal care.

#### 13.6.3 Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

#### 13.6.4 Pay During Pregnancy Disability Leave

- a. An employee on pregnancy disability leave must use all accrued paid sick leave at the beginning of any otherwise unpaid leave period.
- b. The receipt of sick pay or state disability insurance benefits will not extend the length of pregnancy disability leave.
- c. Sick/personal necessity pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

### 13.6.5 Health Benefits

The provisions of GEC's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

### 13.6.6 Seniority

An employee on pregnancy disability leave remains an employee of GEC and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.

### 13.6.7 Medical Certifications

- a. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by GEC. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- b. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

### 13.6.8 Requesting and Scheduling Pregnancy Disability Leave

- a. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal or, if the Principal is not available, the GEC Executive Director or designee. An employee asking for a Request for Leave form will be referred to GEC's then current pregnancy disability leave policy.
- b. Employees should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

### 13.6.9 Return to Work

- a. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee

would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine GEC's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

- b. When a request for pregnancy disability leave is granted to an employee, GEC will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- c. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- d. If the employee can return to work with limitations, GEC will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from GEC.

#### 13.6.10 Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without GEC's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

### 13.7 **Industrial Illness/Workers' Compensation**

GEC, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

To ensure an employee receives any workers compensation benefits to which he/she may be entitled, the employee will need to:

- Immediately report any work-related injury to the Executive Director or designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director or designee; and

- Provide GEC with a certification from the health care provider regarding the need for workers' compensation disability leave as well as the eventual ability to return to work from the leave.

It is GEC's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. GEC, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and GEC Executive Director or designee and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the GEC approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the GEC's approved medical facility before returning to work.
- Any time there is a job-related injury, GEC's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## **13.8 Bereavement Leave**

- 13.8.1 Employees may use up to three (3) days of bereavement leave per event to attend the funeral of members of the immediate family. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. It further includes any family member residing in the home of the employee. An additional two (2) days will be permitted if travel beyond three hundred (300) miles is necessary. This leave shall not be deducted from the employee's sick leave bank.
- 13.8.2 Employees may use up to three (3) days of sick leave to attend the funeral of a personal friend or relative not listed as immediate family.

### **13.9 Jury Duty Leave**

Employees, while serving jury duty, shall receive full pay for up to one (1) week, provided any amount for jury duty service, excluding expenses, is paid over to GEC. Employees shall notify the GEC Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Employees shall make every reasonable effort to postpone jury duty service to a time when school is not in session. Upon return to work, employees shall submit a copy of a certificate of service, or similar proof of service.

### **13.10 Military and Military Spousal Leave of Absence**

GEC shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, GEC shall continue the employee’s health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

GEC will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

GEC shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide GEC with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee’s military spouse will be on leave from deployment, and (2) documentation certifying that the employee’s military spouse will be on leave from deployment during the time that the employee requests leave.

## ARTICLE 14 – COMPENSATION AND BENEFITS

### 14.1 Compensation

#### 14.4.1

Effective July 1, 2024, Certificated Salary Schedule shall be adjusted as follows:

- A. The increment between Step (column) VI and Step (Column) VII, rows 11-14 shall be 7.5%.
- B. Starting with row 11 under Step (column) VII, rows 11-14 shall be adjusted to reflect a 1.5% increment between each row.
- C. New rows 15-20 will be added under Step (column) VII and the increments between each row shall be 0.5%.
- D. After implementing the adjustments in sections A-C, above, all Certificated Salary Tables, including the Intern Table shall be increased across the board retroactive to July 1, 2024 by four percent (4%).
- E. Effective January 1, 2025, all Certificated Salary Tables, including the Intern Table shall be increased across the board by another five percent (5%).

14.4.2 The salary schedules are set forth in **Appendix A**.

14.4.3 Initial placement on the salary schedule shall be determined by the Principal or designee and shall be based on demonstrable proof of relevant prior experience. Criteria for determining experience shall be uniform and objective.

14.4.4 GEC shall offer a \$1000 stipend to unit members who hold a BCLAD, are teaching in a classroom setting which requires use of a foreign language authorized by the BCLAD, and are instructing (as observed/evaluated) in the foreign language authorized by the BCLAD

14.4.5 GEC shall continue to offer a \$551 annual stipend to unit members possessing a Master's degree.

14.4.6 PD Rate: The professional Development Rate will be increased from \$40 to \$45.

14.4.7 Summer School: Unit members teaching summer school shall be paid their regular hourly rate.

### 14.2 Benefits

GEC shall make available to full-time unit members health and welfare benefits in accordance with the applicable plan(s) as set forth in **Appendix B**. Eligibility for and

duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s).

#### 14.2.1 Full-Time Unit Member

- a. GEC shall pay up to 100% of the monthly insurance premiums for the “Basic” medical, dental and vision plans listed in **Appendix B**.
- b. Unit members may select alternative plans listed in **Appendix B**, but shall be responsible for any costs exceeding the employer contribution (the monthly cost for the “Basic” plans).

#### 14.2.2 Dependent Benefits

- a. GEC shall contribute up to fifty percent (50%) of the monthly insurance premiums for the “Basic” plans (listed in **Appendix B**) for the following dependents of full-time unit members: spouse (or registered California domestic partner) and children under the age of twenty-six (26).
- b. The unit member shall be responsible for all costs exceeding the employer contribution for eligible dependents as set forth above (i.e. the other fifty percent (50%) of the cost for “Basic” plans and the additional monthly insurance premiums associated with the alternative plans listed in **Appendix B**).

14.2.3 At least once annually, prior to the open enrollment period, GEC will schedule a staff-wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits.

14.2.4 GEC shall provide retirement benefits through STRS.

14.2.5 GEC shall make available an employee-sponsored 403(b) plan.

## **ARTICLE 15 – ASSIGNABILITY**

This agreement shall not be assignable upon dissolution or revocation of the charter or any other change in the form of the organization.

## **ARTICLE 16 – STATUTORY CHANGES**

Except as provided in Article V Management Rights, at the request of UTLA, the parties will agree on a negotiations date within thirty (30) days of the enactment of any state law that requires negotiations on a particular topic.

## **ARTICLE 17 – SAVINGS**

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts and effects of such a change.

## ARTICLE 18 – NEGOTIATIONS

### 18.1 Negotiations

- 18.1.1 No later than June 30<sup>th</sup> of the year in which this Agreement expires, UTLA and GEC shall submit their initial proposals to each other for a successor Agreement. GEC shall give proper public notice of such proposals at the first Board of Directors meeting following the submission of the proposals.
- 18.1.2 The parties shall commence to meet and negotiate on re-openers or a successor Agreement beginning no later than ten (10) work days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them. For the 2018-2019 reopener, in addition to health benefits, each party may re-open two (2) articles (other than compensation).
- 18.1.3 GEC shall make available a copy of the Agreement to unit members upon request.
- 18.1.4 Negotiations meetings will be scheduled as mutually agreed upon by both parties. UTLA site representatives appointed for the purpose of meeting and negotiating will receive release time from duties without loss of compensation as per the EERA. (Govt Code Section 3543.1)

**APPENDIX A**

**(Insert Salary Schedules)**

## APPENDIX B

### Global Education Collaborative – Health, Dental, and Vision Benefits

#### Health:

*Basic Plan – Employee Only Premium covered by GEC:*

Kaiser Grandfathered Plan – HMO \$20 Copay Plan

*Alternative Plans – Employee Responsible for difference in premium:*

Kaiser – Platinum 90 HMO 0/10\*

Kaiser – Gold 80 HMO 0/30\*

Kaiser – Silver 70 HMO 1000/50\*

#### Dental:

*Basic Plan – Employee Only Premium covered by GEC:*

Premier Access Dental - DHMO600 Benefits

*Alternative Plan – Employee Responsible for difference in premium:*

Premier Access Dental - PPO Plan 6-116

#### Vision

*Employee Only Premium covered by GEC:*

VSP (Vision Services Plan) - VSP Signature

Eligible Dependents: GEC will pay for 50% of the premiums for the basic plans for eligible dependents. The employee will be responsible for the other 50% as well as any additional premium costs for the plans marked with an asterisk (\*), above.

(The parties recognize that plan providers are free to change the names of the plans as well as plan benefits/coverages; in such event, subject to negotiations, GEC will make the closest available plan available.)