

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
Granada Hills Charter (GHC) and United Teachers Los Angeles-GHC
June 24, 2024, through June 30, 2025**

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All articles and subsections not specifically labeled as applying to the elementary school, middle school, or high school shall be understood to refer to all bargaining unit members.

**ARTICLE I
AGREEMENT AND RECOGNITION**

1.0 Agreement. This Agreement is between Granada Hills Charter, which together with its administrative staff and representatives will be referred to in this Agreement as– "GHC," and United Teachers Los Angeles, which together with its officers and representatives will be referred to in this Agreement as "UTLA." UTLA is affiliated with the California Teachers Association, the California Federation of Teachers, the National Education Association, and the American Federation of Teachers/AFL-CIO. This Agreement is entered into under authority of Government Code Section 3540.1(h).

1.1. Status of 2022-2025 Collective Bargaining Agreement. GHC and UTLA will comply with the following provisions elements of in the 2022-2025 Collective Bargaining Agreement. **Term.** The term for the agreement shall be June 24, 2024, through June 30, 2025. **Salary Increase.** Effective July 1, 2024, GHC will apply a 2% salary increase to Certificated and Extended Work Year Tables, **Negotiations,** in 2024-2025,

- **Professional Services and CTE Salary Tables.** Either with a new table or a revision to an existing table, the parties are committed to creating salary enhancement opportunities to the Special Services and CTE tables that recognize one or more of the following: professional development, education/degrees, licensure, and experience.



- **New Salary Table.** A new salary table may be negotiated between GHC and UTLA. The table must be used to incentivize professional growth and service to the school and may, through regularization, be cost neutral or provide savings to the school. No changes to the table may result in salaries less than those for members on the current table on the date of its adoption.

- **Sunshining of Proposals for the Successor Collective Bargaining Agreement.** GHC and UTLA may sunshine proposals for a subsequent Collective Bargaining Agreement, beginning in April of 2025.

1.2 **Recognition.** GHC recognizes UTLA as the exclusive representative for purposes of meeting and negotiating for non-supervisory, certificated employees at GHC. Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative of certificated employees whose credential is required for employment, excluding all substitute teachers, supervisory and management employees.

1.3 **Changes to the Unit.** This bargaining unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision. It is agreed that the parties may file for a unit clarification proceeding involving this unit only when the GHC creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

1.4 **"Employee" Defined.** Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons who are paid to provide services by GHC.

**ARTICLE II
EFFECT OF THE AGREEMENT**

2.0 **Effect Upon Negotiations.** By this Agreement, the parties resolve all outstanding bargaining issues between them, and jointly recognize full and complete performance and satisfaction of their bargaining duties except as expressly provided below. This Agreement completes negotiations between the GHC and UTLA for the term hereof and embodies their entire agreement and understanding. This Agreement is the sole agreement between the parties and expressly replaces any prior MOUs or Agreements between the parties. However, there shall be negotiations during the term of this Agreement as follows:

- a) Negotiations regarding the means of compliance with decisions or laws which have invalidated a portion of this Agreement; and
- b) Any other subjects which UTLA and the GHC may mutually agree to negotiate.

2.2 **Revisions to the Agreement.** As a result of negotiations, GHC and UTLA may change or supplement any provisions of this Agreement by mutual written agreement. Accordingly, no employee shall be deemed to have a vested right to retain any provision of this Agreement.

2.3 **Effect Upon Individual Contracts.** Any individual contract between GHC and an employee dealing with services covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any terms inconsistent with this Agreement, then this Agreement shall be deemed controlling. However, this Agreement does not establish individual annual contracts.

2.4 **Effect Upon GHC Policies and Rules.** GHC may determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any GHC policies, rules, regulations or procedures, the terms of this Agreement shall prevail.

2.5 **Separability and Savings.** If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has



been restrained, shall not be affected thereby. In such event, GHC and UTLA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.

ARTICLE III GHC RIGHTS

3.0 General. The intention of this Article is to provide that GHC retains all rights and powers which have not been limited by this and any other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of GHC beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of UTLA or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of GHC under this Article and the rights of UTLA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

3.1 Consultation Rights. Certain of the rights of GHC set forth in this Article are subject to the consultation rights of UTLA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.

3.2 Retained Rights. It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by GHC. Such retained rights include, but are not limited to, the right to determine, establish, change, or discontinue, in whole or in part, temporarily or permanently, any of the following matters, subject only to the limitations set forth in the other Articles of this Agreement:

- a) The legal, operational, geographical, and organizational structure of GHC, including the division of authority, organizational divisions and subdivisions, and external and internal boundaries of GHC;
- b) The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
- c) All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
- d) The number and location of any GHC-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;
- e) The classes to be taught and the other duties and services to be rendered by GHC personnel to students and to the public, and the support services to be provided to employees and other GHC personnel; and the methods, personnel, and materials to be utilized in such services; except as constrained by law and the terms of this Agreement.
- f) Subject to limitations in other Articles of this Agreement and to the consultation rights of UTLA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline, food services, student transportation, and the type of extracurricular and co-curricular activities;
- g) Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of GHC;
- h) Subject to limitations in other Articles of this Agreement and to State credentialing requirements, assign personnel to any location and also to any facilities, classrooms, duties, academic subject matters, grade levels, and departments;
- i) Subject to limitations in other Articles of this Agreement, GHC determines the number of employees, and whether and where there is a vacant position;

j) Subject to limitations in other Articles of this Agreement, GHC determines the dates, times, and hours of operation of any GHC facility, function, or activity; and

k) Subject to limitations in other Articles of this Agreement, GHC determines safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

3.3 Effect on Grievance Procedure. The contractual rights of UTLA are set forth in the other Articles of this Agreement, and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article.

ARTICLE IV UTLA RIGHTS

4.0 Access. Consistent with legal requirements, any authorized UTLA representative shall have the right of reasonable access to GHC facilities, including teacher electronic and physical mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, and before and after employees' hours of service. The representatives shall not interrupt any employee's duties or assignments.

4.1 Bulletin Boards. UTLA shall have the right to post notices of UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.

4.2 Distribution of Material. Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.

4.3 Released Time for Negotiations. Up to seven negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with GHC. UTLA and GHC may agree that additional employees shall receive such released time.

4.4 Released Time at UTLA Expense. UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to GHC and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse GHC for the actual cost of coverage (i.e. hourly or full day substitute teacher class coverage); such time will be taken in increments of not less than one-half day.

4.5 Exclusivity. UTLA and its authorized representatives shall be the exclusive representative of the employees in contract negotiations and enforcement matters.

4.6 UTLA Chapter Chairpersons. At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair. At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to negotiations and enforcement and administration of the Agreement between UTLA and GHC. The Chapter Chair shall also be the official on-site representative of UTLA in contract negotiations and enforcement matters and as such shall have the following rights:

a) Upon request of an employee, have the right to represent the employee in grievance meetings and in meetings relating to discipline as expressly provided in this Agreement;

b) When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed;

c) Be permitted reasonable use of the school email system;



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d) Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty-free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.

e) Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

f) Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.

g) Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;

h) Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

i) When faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;

j) The High School UTLA Chapter Chair will be released from one (1) period of instructional responsibilities.

Section 4.7 is currently the subject of a grievance. The language will be adjusted upon resolution of the grievance.

4.7 Released Time for Chapter Chairs (For Chapter Chair of MS/ES).

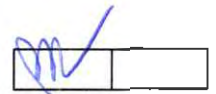
a) Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the site administrator and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved.

b) The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties as referred to above are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties.

c) Chapter chairpersons teaching at the elementary level shall be released from instructional duties for an established shared instructional period (Physical Education or Music); when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.

d) Such release is limited at the secondary level to one instructional period daily, and

e) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.



f) Regarding paragraph e., a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.

g) Site-based eight-hour chapter chairperson may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

4.8 Committee Appointments. Excluding GHC committees that are established per the school's charter petition or in accordance with a local, state, or federal requirements (i.e. School Site Council (SSC)), if GHC decides that unit members are to be invited to serve on any GHC committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to designate one-half of such employee representatives, and to replace those appointees.

4.9 Meetings. Excluding GHC committees that are established per the School's charter petition or in accordance with a local, state, or federal requirements (i.e. School Site Council (SSC)), participants in any meetings of employee representatives other than UTLA designates, called or sponsored by GHC, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.

4.10 Consultation Rights. GHC shall, upon request, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2. Also, with regard to the development by GHC of new or revised student assessment systems, or changes in instruments or frequency of assessment, GHC shall during the design and deliberation stages give UTLA written notice of its intentions and plans and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with GHC regarding such matters.

4.11 Dues Deductions, Voluntary Authorizations. According to written notice provided by UTLA to GHC, GHC shall deduct UTLA dues from the salary of each unit member who has submitted a written authorization in accordance with the agreement between the employee at UTLA.

a) If withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for the UTLA dues or UTLA-sponsored insurance or services, GHC shall make an appropriate adjustment on a subsequent pay warrant. UTLA agrees to hold GHC harmless against any claims or liabilities arising out of any such adjustments.

b) A deposit approximating the amount of dues so deducted shall be remitted to UTLA on payday, and the reconciled amount will be supplied to UTLA within 30 days after the deductions are made, together with a list of affected employees.

c) Payroll deductions for membership dues from employees shall be exclusive on behalf of UTLA, and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

d) Any of the above-described payment obligations applicable to employees shall be processed by GHC with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the HR/Payroll Department by the deadline for filing time reports.

e) UTLA agrees to indemnify and hold GHC harmless against any and all liabilities, (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to GHC's compliance or attempted compliance with either this Article or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall GHC funds be involved in any remedy relating to this Article. Any underpayments to UTLA resulting from the GHC's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to UTLA resulting from excessive deductions shall be remedied either by refund from UTLA to the affected employee(s) or by a credit against future payments by the affected employee(s).

f) GHC will furnish any information needed by UTLA to fulfill the provisions of this Article.

g) **Other Member Rights, Moving Assistance.** In case of required change in teaching location and/or room assignment for teachers during the school year, GHC shall provide reasonable assistance for moving heavy equipment and supplies.

h) **Access to School Facilities.** Employees shall have equal access to all telephones, restrooms, lounges, and lunch areas at their assigned work location with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:

- For identified handicapped staff members and for handicapped visitors as provided by law.

ARTICLE V GRIEVANCE PROCEDURES

5.0 **Grievance and Parties Defined.** A grievance is defined as a claim that GHC has violated an express and applicable term of the collective bargaining agreement between GHC and UTLA and that by reason of such violation, the grievant's rights under this Agreement have been adversely affected. Grievances as defined may be filed by the affected employee or by UTLA on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, UTLA need not specify the names of the employees, but must describe the group so that GHC has notice of the nature and scope of the claim.

5.1 **Interpretation of Agreement.** Interpretation of any of these provisions shall not constitute a material violation of the approved charter. At the earliest possible time, GHC School should raise any issues related to whether a grievance requests relief that, if granted, would constitute a violation of the charter. Sections of charter document shall not be written to violate the terms of the Collective Bargaining Agreement.

5.2 **Scope of Coverage.** All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process, including but not limited to those matters for which other methods of adjustment are provided, such as reduction in force and dismissals. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement. Claimed violations of Articles concerning non-discrimination are to be handled under appropriate statutory and/or judicial procedures rather than under this grievance procedure; however, claims of discrimination based upon UTLA affiliation are subject to this grievance procedure.

5.3 **Joinder of Grievance.** If the same or essentially the same grievance is filed by more than one employee, then one grievant may process the grievance under this Article on behalf of the other involved grievants. The final determination shall apply to all such grievants.

5.4 **GHC as Respondent.** The respondent in any grievance shall be GHC itself rather than any individual administrator.

5.5 **Effect of Filing Grievance.** Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any GHC action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed, including the applicable portion of the 15-day period preceding the filing of the grievance.

5.6 **Non-Waiver.** Processing and discussing the merits of a grievance shall not be considered a waiver by GHC of a defense that the matter is not arbitrable or should be denied for other reasons which do not go to the merits.

5.7 **Representation Rights.** At all grievance meetings under this Article, the grievant may be accompanied and/or represented by a UTLA representative. If not, the grievant may represent himself or herself, or be represented by any other person, so long as that person is not a representative of another employee organization. The administrator shall have the right to be accompanied by another administrator or GHC representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

5.8 **Unrepresented Grievant(s).** When a grievant is not represented by UTLA, GHC shall promptly furnish to UTLA a copy of the grievance. If the grievance is withdrawn without a settlement, GHC shall so notify UTLA. GHC shall not agree to a final

resolution, until UTLA has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter.

5.9 Release Time for Employees and UTLA Representatives. Grievance meetings and hearings will be scheduled by GHC at mutually convenient times and places during GHC business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, to a UTLA representative if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings the grievant and witnesses as required shall be afforded release time and mileage, if applicable.

5.10 Confidentiality. In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is finally resolved, neither UTLA, GHC, nor the grievant or any agents thereof shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

5.11 If the grievant or UTLA violates the above confidentiality requirement, the grievance shall be dismissed with prejudice. If the Charter School violates the above confidentiality requirement, the grievance shall be deemed sustained, subject to a hearing limited to the issue of appropriate remedy.

5.12 Effect of Time Limits. If a grievance is not processed by the grievant at any step in accordance with the time limits of this Agreement, it shall be deemed withdrawn. GHC shall respond, in writing, in a timely manner as provided in this Article. If GHC fails to respond to the grievance in a timely manner at any step/level, the grievant has the option to proceed directly to the next step/level of this procedure. All time limits and grievance steps may be shortened, extended, or waived, but only by mutual agreement.

5.13 "Day" Defined. A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal or school holidays.

5.14. Informal Conference. Before filing a formal grievance, the employee is encouraged to make a reasonable attempt to resolve the dispute by means of an informal conference with the immediate or applicable administrator. Throughout the grievance process, the parties shall attempt to resolve the grievance at the lowest possible level as immediately as possible.

5.15 Intervention Process. In select situations where either GHC or UTLA believes that an informal pre-grievance conference(s) would be productive, either party may make such a request. This request must be submitted in writing within 15 days after the Grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the dispute is based. The conference will then proceed if there is mutual agreement to do so. Attendance at the conference(s) shall be limited to the grievant, UTLA representative, the immediate administrator of the grievant, and GHC CEO/Superintendent and/or a designee, except where other persons are allowed to participate by mutual consent of the parties. The conference(s) shall be terminated (1) by successful resolution of the dispute, or (2) by written notification of the 15-day time limit for filing a formal grievance under Step/Level One.

5.16 When certain disputes arise relative to assignments to class the affected teacher may invoke an alternate grievance procedure (See Article VIII).

5.17 Level One: Initiation of Grievance. A formal grievance must be filed within fifteen (15) days with the immediate or applicable administrator after the grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based. For claims of payroll or other salary error, the 15-day time limit runs from discovery of the alleged error, but any recovery payment cannot relate back more than three years prior to the grievance filing.

5.18 The grievance must be presented in writing to the immediate administrator. The written statement on the grievance will be clear and concise, including the specific provision(s) of the agreement alleged to have been violated, and it shall state the specific remedy sought.



5.19 **Grievance Meeting.** A meeting between the grievant and the immediate or applicable administrator shall take place within five (5) days from presentation of the grievance. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Level One.

5.20 **Level Two: Appeal to CEO/Superintendent or Designee.** If the immediate or applicable administrator is the CEO/Superintendent, the grievant may begin the grievance at Level Two. Grievances at Level Two shall include a copy of the original grievance, the decision rendered at Level One, and a clear and concise statement of reasons for appeal. At Level Two, a meeting between the grievant and the CEO/Superintendent or designee shall take place within ten (10) days from presentation of the grievance at that time. The CEO/Superintendent or designee shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Step/Level Two.

5.21 **Request for Arbitration.** If the grievance is not settled in Level Two, UTLA, with the concurrence of the grievant, may submit the matter to arbitration but only if the Association gives written notice to the office of the CEO/Superintendent within five (5) days after termination of Step/Level Two.

5.22 **Selection of Arbitrator.** Within seven days of receipt of the request for arbitration, UTLA and the CEO/Superintendent shall meet to select an arbitrator. The arbitrator shall be jointly selected by UTLA and the CEO/Superintendent of GHC from a list provided by the State Mediation and Conciliation Service or the American Arbitration Association. The parties shall select one individual from the list by the alternative strike method. If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator, until one is selected who is able to serve within sixty days.

5.23 **Scheduling Hearings and Decisions.** A hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer time except by mutual agreement. The arbitrator's decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet this deadline for decision shall, unless the parties have mutually extended the deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

5.24 **Documents and Witness Lists.** Either party may request from the other the production, review and right to copy documents not otherwise protected by law relevant to the grievance. If the other party disputes the request, the arbitrators shall determine the issue. The parties shall also, at least five (5) days prior to the first hearing date, exchange lists of intended witnesses.

5.25 GHC shall not be permitted to have a student witness testify at an arbitration hearing unless UTLA has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. GHC shall give UTLA written notice of its intention to call the witness and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the GHC interview. If the interview is not done jointly, UTLA's interview shall be in the presence of a non-involved person acceptable to both the UTLA and GHC, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

5.26 **Conduct of Hearings.** Hearings shall be conducted in accordance with the procedures contained in Government Code Section 11513. Hearing sessions shall be private with attendance limited to the arbitrator, the parties' representatives, and witnesses as scheduled. In cases involving, evaluations of Below Standard Performance, issuance of Notices of Unsatisfactory Service, or critical material which has been placed in an employee's official personnel file, GHC shall proceed first in providing evidence.

5.27 **Limitations Upon Arbitrators.** The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance and if so, what the remedy should be within the meaning of the Agreement. Further, both parties understand and agree that an arbitration award may be set aside if it violates a material provision of the GHC charter. Past practice of the parties in interpreting and applying the terms of this Agreement may also be relevant evidence but shall not be used so as to justify or result in a modification (whether by revision, addition, or detracting) of the terms of this Agreement. The

arbitrator shall have no power to render an award on any grievance arising after the termination or expiration of this Agreement.

5.28 Effect of Arbitration Award. Except as noted herein, the arbitrator's decision shall be final and binding upon the grievant(s), GHC and UTLA. The California law on final and binding arbitration awards between a school district or charter school and an employee organization shall be applicable to such a decision.

5.29 A final and binding award which determined the merits of a dispute shall be conclusive on the grievant(s), GHC School and UTLA in any subsequent proceedings, including disciplinary and termination proceedings.

5.30 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and UTLA's sole and final remedy for any claimed breach of this Agreement.

5.31 Expenses. All fees and expenses of the arbitrator shall be shared equally by UTLA and GHC. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

5.32 Grievance Files. GHC shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so.

5.33 No Reprisals. There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE VI EVALUATION PROCEDURES

6.0 Purpose. The purpose of these procedures is to evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.

6.1 Evaluator. The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions but shall retain ultimate responsibility. Any bargaining unit employee shall not be permitted to evaluate another employee but may be required to participate in classroom visitations, guidance, and assistance.

6.2 Frequency. Subject to the language below, the cadence of evaluations shall be made as follows:

a) Once every five years for teachers with permanent status, subject to exceptions outlined in this agreement. See section below on cadence.

b) Annually for teachers hired for employment beginning after July 1, 2022, for the first four years of probationary status.

6.3 Establishment of Objectives. Soon after commencement of the academic year the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. This shall be accomplished through one or more planning conferences to discuss proposed objectives.

6.4 Individual performance objectives shall relate to, but not necessarily be limited to, the following:

a) Expected student progress and achievement for the grade level and areas of study based on GHC performance standards, California's Standards for the Teaching Profession, California's State Content Standards, and Instructional Frameworks.



b) Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time, maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with GHC rules, policies, and standards.

c) The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to the Article relating to hours and duties; and

d) The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, ethnicity, religion, national origin, gender identity, sexual orientation, identified disabilities, and socioeconomic differences.

e) For non-teaching employees such as counselors, psychologists, and other service personnel, performance objectives shall be comparable to the above, and are to be related to the duties of their particular classification.

6.5 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement indicating any constraints to performance. In such cases the employee's required signature indicates only receipt and acknowledgement of the objectives which will be used for evaluation purposes.

a) During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the higher administrative level as set forth in the preceding paragraph. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement indicating any constraints to performance. In such cases the employee's required signature indicates only receipt and acknowledgement of the objectives which will be used for evaluation purposes.

6.6 **Observations Records and Assistance.** Observations should be followed by conferences or feedback to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four working days of the conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information, guidance, and as a warning to improve performance.

6.7 **Final Evaluation Report.** Not later than May 15 of the employee's scheduled work year, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents. When a Final Evaluation Report is marked "below Standard Performance," the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.

a) The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within (10) ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.

b) The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.

c) **Grievances.** Evaluations are not subject to the grievance procedures, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating

and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been "Below Standard."

6.8 Evaluation Request Upon Separation of Employment. If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment, it shall be done, and a copy furnished to the employee at his address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

6.9 Evaluation and Professional Development. Evaluation and Professional Development shall be aligned to the California Standards to the Teaching Profession (CSTP) and Teacher Performance Expectations (TPEs) as appropriate, and to California standards and frameworks.

- a) GHC shall use different forms depending on experience: Induction, Novice, or Experienced.
- b) GHC and UTLA shall use a defined formal system for appealing evaluation frequency.
- c) Newly hired teachers shall demonstrate competency in the Core Areas of Instruction through professional development, formal induction, and internship programs, as described below.
- d) The standard probationary period for newly hired employees shall be extended from two years to four years, as described below.

6.10 Learning Management System. Certificated teaching faculty will begin full implementation of a new designated learning management system (LMS) no later than the start of the 2023-2024 school year.

- a) Full implementation is defined as the use of the school's LMS as the exclusive online environment for posting learning goals, assignments, essential course materials, and grades. Teachers shall share course materials and assignments using the LMS to provide feedback on substantive assignments that are turned in electronically. When more practical, teacher may provide written or oral feedback and share course materials and assignments outside of the school's designated LMS.
- b) Data derived from the designated LMS implemented in the 2023-2024 school year may not be used as part of the evaluation process.
- c) Data derived from the designated LMS may be used as part of the evaluation process in 2024-2025 and in subsequent school years.
- d) Data derived from the designated LMS may be used as part of the disciplinary process (unsatisfactory act and service) only when probable cause has been established.

6.11 Evaluation System. The COVID-19 pandemic disrupted the evaluation process for GHC educators resulting in gaps in the normal cadence of evaluation. Given this reality, the following implementation plan will be followed:

6.12 Demonstrating Competency, New Teachers. All teachers hired at GHC to begin employment after July 1, 2022, will be required to demonstrate competency in the Core Areas of Instruction. These currently include the following:

- a) Creating a Warm and Nurturing Environment (currently including CKH training);
- b) Instructional Design Using UbD;
- c) Effective Classroom-Based Intervention;
- d) Integrating Equity and Multiple Perspectives in Instruction;
- e) Effective Assessment and Data Analysis to Drive Instruction;



f) Universal Design for Learning (UDL) [UDL has not been introduced to all unit members. Competence in UDL shall not be required of members until training has been provided];

16.12.1 During their intern or probationary status period, all teachers hired after July 1, 2022, are required to demonstrate proficiency in the aforementioned areas or different areas as School priorities change and new priorities are identified and included in a Collective Bargaining Agreement.

a) Currently, teachers shall complete a training on Creating a Warm and Nurturing Environment, Capturing Kids Hearts I (CKHI), a two-day program during the first year of employment, and demonstrate competency in implementing this model.

b) All teachers hired under an internship credential will complete a program on Creating a Warm and Nurturing Environment, currently CKHI, or another school instructional program initiative, and will participate in regular professional development on its content throughout their internship.

c) All new teachers who are in the first year of Induction will complete a program on Creating a Warm and Nurturing Environment, currently CKHI or another school instructional program initiative.

d) All teachers in their second year of Induction will complete a GranadaU course focused on Instructional Design using the UbD framework or another school instructional program initiative.

e) Teachers in their first year of Induction who have completed a program on Creating a Warm and Nurturing Environment, currently CKHI training (as part of an internship or student teaching) and can demonstrate competency, will complete a GranadaU course on Instructional Design using the UbD framework in their first year and a course to address another Core Area of Instruction their second year, or another school instructional program initiative.

f) Teachers who are hired in their second year of Induction will complete a program on Creating a Warm and Nurturing Environment, currently, CKHI training if they have not already done so in their previous position, or another school instructional program initiative.

g) Over the four years of their probation, these teachers will complete courses and demonstrate proficiency in each of the Core Areas of instruction, as identified above.

h) All teachers with less than five years of experience will be required to complete GranadaU modules or approved microcredential courses related to the Core Areas of Competency.

i) Teachers who are hired with five or more years of prior experience, with a preliminary or cleared single subject credential, will make a plan to address the Core Areas of Competency with the evaluating administrator within the first year of employment and will complete those requirements using GranadaU modules or approved microcredential courses.

j) All new teachers will receive one salary point for each module or microcredential they complete as part of the requirements for earning permanent status. Microcredentials require 15 hours of coursework and 15 hours of preparation or implementation, or both.

6.13 **Cadence Appeal Process.** Permanent teachers on a five-year cadence may, one time every ten years at GHC, appeal a change in cadence other than the five-year cadence. The Problem-Solving Process shall be used to resolve the appeal and may be used in other areas of the contract, when specified in writing. Please see Problem Solving Process (below) for appeals on changes to the evaluation cadence.

The appellant teacher shall provide evidence of competency in the Standards for the Teaching Profession, California Standards and Frameworks, and School Instructional Program Initiatives that may change from time to time, as identified in the Collective Bargaining Agreement. Current School Instructional Program Initiatives include the following:

- Creating a Warm and Nurturing Environment;



- Instructional Design Using UbD;
- Effective Classroom-Based Intervention;
- Integrating Equity and Multiple Perspectives in Instruction;
- Effective Assessment and Data Analysis to Drive Instruction;
- Universal Design for Learning (UDL) [UDL has not been introduced to unit members. Competence in UDL shall not be required of members until training has been provided]

The administrator shall provide evidence to refute the evidence provided by the appellant teacher.

If it is determined that the evaluation process was proper, the cadence decision will stand. If it is determined that the evaluation was improper, the appellant will be returned to the cadence from which (s)he was removed.

6.14 Problem Solving Process. It is the intention of the parties that whenever responsibility is given to representatives of GHC and UTLA to develop a solution to a problem that affects a member's working conditions, that the parties shall work together collaboratively. Multiple opportunities to develop a solution to the problem with meetings and input from the administrator(s) and member(s) to the Site Administrator, CEO/Superintendent, Chapter Chair will provide additional opportunities for collaboration. If there is no agreement, then, based upon the principle of alternating between the GHC designee and the UTLA designee, UTLA will make the final decision in the first instance, GHC in the second, alternating for each subsequent decision where agreement cannot be reached between the parties. The CEO/Superintendent and Chapter Chair shall maintain a log of decisions made subject to this process.

6.15 Evaluation of Department Chairs and Instructional Advisors. At the beginning of each school year Department Chairs and Instructional Advisors will meet with the administrator responsible for their department in order to set goals for the year. At least once a quarter, they will meet to discuss their progress. At the end of the year, the administrator will issue a report evaluating members of the departmental instructional leadership team. Should weakness be identified in the report, departmental leaders will be required to participate in a Leadership Mentoring Program (LMP) in order to improve their performance. Should the LMP enrollee challenge enrollment in LMP, the GHCHS PAR Panel will review the evidence presented by the administrator and the enrollee and will determine whether the enrollee shall remain or shall be disenrolled from LMP. PAR Panel members who are interested parties (involved directly or indirectly with the evaluation of the bargaining unit member) shall be replaced by non-interested parties.

6.16 Peer Assistance and Review. The GHC Peer Assistance and Review Program (PAR) is designed for bargaining unit members (certificated classroom teachers and out-of-classroom support staff) needing and/or desiring to improve their instructional practice and professional competencies. The PAR Program is required for any bargaining unit member who receives an overall below standard evaluation. Participation will be for the school year following the overall below standard evaluation and may be extended as the result of recommendations by the PAR Panel with consent of the GHC Governing Board. GHC bargaining unit members may volunteer to participate. Determination of acceptance into the program of volunteers will be made by the CEO/Superintendent. The GHC PAR Panel shall be composed of three members: one GHC representative, one UTLA representative, and one representative selected jointly by GHC and UTLA. PAR Panel members who are interested parties (involved directly or indirectly with the evaluation of the bargaining unit member) shall be replaced by non-interested parties.

Should the PAR enrollee challenge enrollment in PAR, the PAR Panel will review the evidence presented by the administrator and the enrollee and will determine whether the enrollee shall remain or shall be disenrolled from PAR. PAR Panel members who are interested parties (involved directly or indirectly with the evaluation of the bargaining unit member) shall be replaced by non-interested parties.



**ARTICLE VII
PROFESSIONAL WORK DAY AND WORK YEAR**

7.0 General Work Day Provisions. It is agreed that the professional work day of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The work day for part-time employees shall be proportionate or governed by the employee's individual employment contract.

7.1 Sign-in and Sign-out. All employees shall, upon each arrival to and departure from their assigned work location, sign in and/or sign out using the process and method selected by the School.

7.2 It is understood that all full-time classroom teachers at a particular school shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times. Elementary grades, K-5 instructional time, is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch, and nutrition periods.

7.3 The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and on minimum days and shortened days, except on minimum days selected by the school as early release days for members who are required to work in the evening on Back-to-School Night and Open House, unless early dismissal of staff is authorized by the immediate administrator.

7.4 Other Professional Duties. Employees are responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of GHC property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

7.5 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.

7.6 All duties required of each employee shall meet the test of reasonableness and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school.

7.7 New Teacher Orientation. The Administration may require newly hired employees (new to GHC) to attend up to twelve (12) hours of orientation on non-instructional weekday to be paid at the staff training rate of pay. The dates and agendas will be determined by Administration.

7.8 Meeting on the Two Pupil-Free Days. Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days in order to provide time for class and room preparation. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.

7.9 Duty-Free Lunch. Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

7.10 High School Preparation Period. Each regular full-time secondary classroom teacher (or library media teacher) shall be assigned five scheduled non-teaching periods weekly. These periods are to be used for professional duties including preparation for class and conferences with parents, students, and staff members. During the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to



provide such services during emergencies, and during school related activities when replacement or auxiliary pay is received as outlined in this Agreement. In order to provide such preparation time, GHC shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

7.11 Special Provisions, Nurses. a) GHC shall permit attendance at an accredited institution in order to help nurses meet their licensing renewal requirements. Such a program may be partially on a released time basis and partially after-hours.

- If a nurse's scheduled duty-free 30-minute lunch break is interrupted for emergencies or special situations, compensatory time shall be granted, or the lunch period extended so that the situation is handled in an equitable manner.

a) **Special Provisions, Special Education.** GHC shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students.

- Assessment and testing of Special Education students for initial placement, change of placement and three-year re-evaluation shall be the responsibility of the School Psychologists.

b) **Special Provisions, Medical Procedures.** No employee shall be requested or required to perform any medical procedure on a student (such as intermittent catheterization, injections, suctioning or drainage), except for a School Nurse or person otherwise trained and qualified.

c) **Special Provisions, First Year Teachers.** To assist with the retention of first year teachers, those in their first school year of service as a teachers defined as the equivalent of eighty-two percent (82%) of the total annual work days of the position year, to the extent practicable, first year teachers shall:

- Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments;
- Be exempt from "traveling" assignments, assigned to teach in more than one classroom per day; and
- If secondary, be limited to no more than two preparations.

7.12 High School Onsite Obligation. Full time teachers assigned an auxiliary class period may provide their preference for an onsite conference period and days they wish to serve to the Main Office staff who will reasonably attempt to accommodate their preference while ensuring that there is sufficient coverage to meet school needs. Members shall serve their conference period in one of the following ways:

a) During Period Zero through Six conference: Two days per week;

b) During Period Seven conference: Three days per week;

c) During Split periods conference: Three days per week.

d) **Required Meetings.** During the assigned conference period, teachers shall attend all required school meetings, including those required meetings taking place on another day of the week, shall be available for class coverage and to meet with parents or students when requested. Teacher-parent meetings and meetings with GHC administrative staff may be scheduled on other days. Daily sign in shall occur at least seven (7) minutes before the start time of the first-class period assignment. Bargaining unit members shall remain at their assigned location at least six (6) minutes after the completion of the last class period assigned.

e) **Requirement Upon Leaving Campus.** Teachers who begin their day with a full conference period are required to sign in seven (7) minutes prior to the beginning of the conference period and unless required to cover a class, serve no more than sixty (60) minutes of on-site obligation. Unless required to cover a class, teachers who serve their onsite obligation on certain days of the week shall serve no more than one hundred and twenty (120) minutes a day of on-site obligation. For

unit members who end their assignment with onsite obligation, the obligation will begin at the end of their last teaching period. Teachers who opt to split their conference period are required to sign in thirty minutes (30) before the first period they are assigned to teach and remain thirty (30) minutes after the last period they are assigned to teach.

f) For members without an auxiliary assignment, some personal and professional commitments may require members to leave campus. Although the conference period assignment is to be served daily on site, members may leave campus during their conference period, but should only do so with valid cause and not on a consistent basis. A member who wishes to leave campus during an assigned conference period (i.e., to go to the bank, post office or to purchase a snack or meal), will contact the Main Office for permission and will sign out when leaving campus and sign in when they return.

7.13 **High School Bell Schedules.** The following constitutes the GHC High School bell schedule until otherwise negotiated.

HIGH SCHOOL REGULAR BELL SCHEDULE

Period 0	7:25 - 8:22	57 minutes
Period 1	8:30 - 9:27	57 minutes
Period 2	9:34 - 10:36	62 minutes
Nutrition	Ends at 10:44	8 minutes
Period 3	10:51 - 11:48	57 minutes
Period 4	11:55 - 12:52	57 minutes
Lunch	ends at 1:22	30 minutes
Period 5	1:29 - 2:26	57 minutes
Period 6	2:33 - 3:30	57 minutes
Period 7	3:38 - 4:35	57 minutes

HIGH SCHOOL MINIMUM DAY BELL SCHEDULE

Period 0	7:45 - 8:20	35 minutes
Period 1	8:30 - 9:06	36 minutes
Period 2	9:12 - 9:49	36 minutes
Period 3	9:56 - 10:32	36 minutes
Nutrition	Ends at 10:52	20 minutes
Period 4	10:59 - 11:35	36 minutes
Period 5	11:42 - 12:18	36 minutes
Period 6	12:25 - 1:01	36 minutes
Period 7	1:16 - 1:52	36 minutes

HIGH SCHOOL PD TUESDAY BELL SCHEDULE

Period 0	7:25 - 8:13	48 minutes
Prof Dev	8:20 - 9:17	57 minutes
Period 1	9:24 - 10:12	48 minutes
Period 2	10:19 - 11:12	53 minutes
Nutrition	Ends at 11:20	8 minutes
Period 3	11:27 - 12:15	48 minutes
Period 4	12:22 - 1:10	48 minutes
Lunch	ends at 1:40	30 minutes
Period 5	1:47 - 2:35	48 minutes
Period 6	2:42 - 3:30	48 minutes
Period 7	3:37 - 4:25	48 minutes

EXTENDED PERIOD 1 BELL SCHEDULE

Period 0	7:25 - 8:22	57 minutes
Period 1	8:30 - 9:42	72 minutes
Period 2	9:49 - 10:44	55 minutes
Nutrition	Ends at 10:52	8 minutes
Period 3	10:59 - 11:54	55 minutes
Period 4	12:01 - 12:56	55 minutes
Lunch	ends at 1:26	30 minutes
Period 5	1:33 - 2:28	55 minutes
Period 6	2:35 - 3:30	55 minutes
Period 7	3:38 - 4:35	57 minutes

FINAL EXAMS BELL SCHEDULE

Exam 1	8:30 - 10:15	105 minutes
Nutrition	10:15 - 10:45	30 minutes
Exam 2	10:52 - 12:37	105 minutes

7.14 **Determination of High School Annual School Calendar.** Each year a committee with representation from the School shall develop and propose a schoolwide annual calendar. The proposed calendar will be provided to the UTLA Chapter Chair for input prior to its approval by the GHC Governing Board.

7.15 **High School Faculty Meetings.** Faculty meetings will be held on Tuesday mornings and will be calendared at least sixty days before the meeting is to occur. It is agreed that up to six (6) period-by-period meetings may be called during the school year and will be scheduled at least two weeks before the meeting is to occur. It is agreed that the CEO/Superintendent or designee and the UTLA Chapter Chair may agree to call additional meetings. It is agreed that meetings will not exceed sixty minutes in duration, will begin on time, and will follow an agenda that is crafted to maximize the dissemination of information. It is agreed that staff will be held accountable for tardiness and lack of attendance at meetings. In the case of period-by-period faculty meetings, bargaining unit members must attend during the day, before or after school, as

scheduled. It is understood that Standing Committee Meetings and other Ad Hoc Committee Meetings will be held after school and will not be affected by the limits set forth in this agreement.

7.16 School Psychologist and School Social Worker. The School Psychologist and School Social Worker will be paid on the Special Services Salary Table.

a) The School Psychologist and School Social Worker shall work 182 days a year which shall be reflected in the salary table. If employees are asked to work additional days beyond the 182 days reflected in the salary table, they shall be paid at the employee's hourly rate and reported to STRS as part of the employee's supplemental defined benefit plan, not as part of the base salary. Additional days worked beyond the 182 days will be determined annually between the CEO/Superintendent (or designee) and affected employee.

b) The School Psychologist and School Social Worker shall have a daily on-site obligation of eight (8) hours. A base or an adjunct differential, or both, may be paid to these employees according to the Activity/Academic Differential Chart. Differentials will be paid fifty percent at the close of each semester.

7.17 Out of Classroom Extended Work Year. Consistent with the work year schedules and related salary bases maintained by GHC, GHC may place a subset of bargaining unit members on an extended work year schedule that are negotiated between the parties. GHC will notify the class of unit members no later than May 15 of the extended work year schedule to which they have been assigned for the following school year (effective July 1). In cases where a change in assignment to an extended work year schedule is five (5) or more days, notice will be given by GHC by April 15. Placement on a negotiated extended work year schedule may be reviewed annually by the class (of unit members) and the supervising administrator by May 15. If the meeting does not take place by May 15, no change to the extended work year schedule will be permitted (unless mutually agreed to by the class and supervising administrator). If no concurrence is reached as to the appropriate placement, the GHC-UTLA Chapter Chair at the site shall be consulted. If, after this review, no concurrence is reached, assignment to an extended work schedule will be determined by the CEO/Superintendent. Unit members working an extended work year will be paid on the corresponding extended work year salary schedule as applicable. Should GHC require additional days of service of members outside of the regular or extended work year, consent of both parties shall be required, and the school will pay members at their daily rate.

7.18 Differentials. Differentials are derived from Step 1: Column 1 of the Regular Certificated Salary Schedule. Such differentials may be granted to school-based unit members because of additional duties that are related to the basic assignment, but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled work day. The responsibilities of the assignment shall be agreed upon in writing by the responsible administrator and the unit members before the assignment begins. Activity Differentials, Athletic Differentials and Out-of-Classroom Differentials (Out of Classroom staff and department leaders) are set forth in Appendix C.

a) An activity assignment differential may be assigned each semester or season by the CEO/Superintendent or designee to an employee for service in the areas of choral music, drama, instrumental music, journalism, speech, yearbook, and other recognized or experimental school programs approved by the CEO/Superintendent or designee;

b) An athletics differential may be assigned each season by the CEO/Superintendent or designee to an employee for service as an interscholastic athletic coach; and

c) A "base differential" shall be assigned and an "adjunct differential" may be assigned by the CEO/Superintendent or designee in areas such as counseling, testing, library, or other activities related to the operation of the school (e.g., Intervention Coordinator).

7.19 The following provisions apply to non-classroom teachers. For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day in secondary settings, or less than half-time in elementary settings.



- a) Full-time library media teachers shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to the students one-half hour before and after the normal full pupil day for the school.
- b) All employees paid on the Special Service Salary Table are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.
- c) Also subject to the hours and duties above are non-classroom teachers paid on the Certificated Salary Table (including but not limited to counselors, deans, and coordinators) who accept a position which includes extra pay for extra duties which are related to, or an extension of their basic non-classroom assignment. Out of Classroom staff with an eight (8) hour on site obligation shall be assigned by the CEO/Superintendent or designee to a "base differential."
- d) An "adjunct differential" may be assigned by the CEO/Superintendent or designee for additional duties and responsibilities not included in the "base differential" as determined by the CEO/Superintendent or designee and as set forth above. The adjunct differential applies to assigned duties and responsibilities beyond the customary eight-hour day.
- e) The "Adjunct differential" level may be changed annually by the supervising administrator prior to May 15 of the preceding year. After May 15, no change to the "adjunct differential" level will be permitted (unless mutually agreed to by the class and supervising administrator). If no concurrence is reached as to the appropriate placement, the GHC-UTLA Chapter Chair at the site shall be consulted. If after this review, no concurrence is reached, the "adjunct differential" level will be determined the CEO/Superintendent.
- f) The adjunct differential schedule is based on bands of tasks assigned to various differential levels as well as the rates and criteria for assignment of differentials, approximately \$100 of pay per hour. Should the band of tasks associated with a differential increase during the assigned year, an additional differential or a higher differential may be assigned, or flexible time scheduling may be considered at the discretion of the school. Flexible time scheduling may be considered by the school when additional duties and responsibilities are extended beyond the regular work day and are not covered by the adjunct differential.
- g) UTLA retains the right to file a grievance if out of classroom staff assigned to a differential are expected to perform tasks in excess of those required by the criteria for the differential.
- h) Multiple schedules, such as staggered or offset session schedules, shall not result in an increased work day for non-classroom teachers.
- i) Out of classroom staff may be assigned one (1) or more teaching periods during the school day. Out of classroom staff members assigned three (3) or more teaching periods shall be assigned one class period of preparation time per day or may be paid for an auxiliary class assignment if by mutual agreement between the out of classroom staff members and the school. Part time out of classroom staff may still be assigned a base differential and an adjunct differential based on the responsibilities of the out of classroom position and the needs of the School.
- j) If an employee is asked to work additional days outside of the number of days enumerated on the extended year schedule to which he/she has been assigned, those additional work days will be paid at the employee's hourly rate and reported to STRS as part of the employees supplemental defined benefit plan, not as part of the base salary.
- k) Personnel paid on one of the extended year salary schedules will earn sick leave at the following rates:
- 212 Day Extended Year, 92 hours (80 base hours plus 0.05 hour for each additional hour);
 - 197 Day Extended Year, 86 hours (80 base hours plus 0.05 hour for each additional hour);
 - 187 Day Extended Year, 82 hours (80 base hours plus 0.05 hour for each additional hour).



- The sick leave bank of these employees shall be reduced by 8 hours for each full day of qualified absence or in hourly increments for less than a full day of absence.

l) Employees who work additional assignments for which they are paid their regular teaching rate (i.e. Summer School or Summer Transition Academy) will be credited with an additional 0.05 of sick leave for every hour worked. Auxiliary assignments are excluded.

7.20 High School Special Education Duties/Assignment. In addition to a conference period, all members with special education caseloads shall have, at minimum, one period called IEP prep to complete work related to the assignment. The IEP prep period is an onsite obligation. See Appendix B. IEP Prep Period and Duties for Special Education Teachers

7.21 General Work day Provisions. It is agreed that the professional work day of a full-time regular employee requires no fewer than eight (8) hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The work day for part-time employees shall be proportionate or governed by the employee's individual employment agreement.

a) Sign-in and/or Sign-out. All employees shall, upon each arrival to and departure from their assigned work location, sign in and/or sign out using the process and method selected by the School.

7.22 TK-8 Minimum Site Time During Regular Work Day. It is understood that all full-time certificated employees shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment, and starting times. In general, teachers are expected to be present at the School site as follows:

a) Elementary teachers (Grades TK-5) shall arrive no later than thirty (30) minutes before the beginning of the instructional day and remain on site at least fifteen (15) minutes after the regularly scheduled instructional day.

b) Middle School teachers (Grades 6-8) shall arrive no later than ten (10) minutes before the beginning of the instructional day and remain on site at least ten (10) minutes after the regularly scheduled instructional day.

c) Non-Classroom employees shall have an onsite obligation of eight (8) hours.

d) The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the Administrative Director.

e) **Minimum and Shortened Days.** On minimum and shortened days, teachers shall remain after student dismissal to participate in GHC-planned professional development, preparation/planning time, or designated parent conference schedules until the end of the regular work day (fifteen (15) minutes after the final bell, as set forth above). Minimum/Shortened days on the TK-8 calendar shall be determined by the Administrative Director with input from the TK-8 School Leadership Team and approved by the GHC Board.

f) **School Meetings.** No employee will be required to attend more than three (3) after school meetings per month. Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings, meetings during non-instructional time (such as pupil-free days, minimum days, shortened days), and meetings necessitated by special circumstances or emergencies. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration.

g) **Staff Meetings.** Teachers are required to attend after school staff meetings on a mutually agreed upon day of the week, subject to the limitation above.

h) **Professional Development.** Teachers are required to attend after school professional development on a mutually agreed upon day of the week, subject to the limitation above.



i) **Meetings on the Two Pupil-Free Days.** The administration shall make a reasonable effort to limit required meeting time on the two pupil-free days in order to provide time for class and room preparation.

j) **Meetings on the Two Professional Learning Days.** Teachers are required to attend the scheduled full days of professional development activities.

k) **New Teacher Orientation.** The Administration may require newly hired employees (new to GHC) to attend up to twelve (12) hours of orientation on non-instructional weekdays to be paid at the staff training rate of pay. The dates and agendas will be determined by Administration.

l) **Professional Obligations (including attendance at IEP Meetings, School Events, and Adjunct Duties).** Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff, and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of School property, equipment, material, and supplies; and attending faculty, departmental, grade level, and other meetings called or approved by the administration. Additional professional duties/time may be required after the instructional day to support the instructional program through such tasks/duties as communication with students and parents through conferences, phone calls, emails, etc.

m) **Attendance at Parent Sponsored Events.** Teachers are encouraged but not required to attend parent-sponsored events outside of school hours.

n) **Participation in a School Committee.** Teachers are required to participate in at least one (1) School committee or fulfill at least one (1) adjunct duty position per school year.

o) **Scheduling of Student Services Meetings.** Reasonable efforts will be made to hold 504 and IEP meetings during the work day and to provide coverage when feasible.

p) **Duty-Free Lunch.** Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

q) **Preparation Periods Elementary (Grades TK-5).** Each regular elementary classroom teacher shall be provided with a daily period of preparation of forty-five (45) minutes within the minimum on-site obligation (thirty (30) minutes before school, fifteen (15) minutes after school). In order to provide such preparation time, teachers shall not be required to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students, and staff, and shall not be used for supervisory duties (other than the customary supervision of the teacher's students to and from the classroom) except in cases of inclement weather or emergency situations.

r) **Secondary (Grades 6-8).** Each regular full-time secondary classroom teacher shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students, and staff members. During the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received.

s) **Collaboration Time.** Every reasonable effort will be made to provide weekly collaborative time for teachers during school hours, and additionally, at least once per month during weekly professional development banked time.



t) **Determination of TK-8 Bell Schedule.** The TK-8 bell schedule shall be determined by the Administrative Director with input from the TK-8 School Leadership Team and approved by the GHC Board. The following factors will be considered:

- Satisfying state requirements for instructional minutes and start times;
- Providing appropriate facilities for program needs and a span school configuration;
- Neighborhood traffic patterns and zoning requirements;
- City/ local council recommendations; and
- High school start/end times.

u) **Changes to Instructional Minutes Required.** Any changes in total number of instructional minutes will be negotiated, unless mandated by the State or granting agency.

v) **Work Year.** The work year shall be comprised of 184 days as follows:

- Instructional days = 180;
- Pupil-Free Days = two (2); and
- Professional Learning Days = two (2).

w) **Determination of TK-8 Annual School Calendar.** Each year a committee with representation from the School shall develop and propose a schoolwide annual calendar. The proposed calendar will be provided to the UTLA Chapter Chair for input prior to its approval by the GHC Governing Board.

x) **Minimum/Shortened Days.** Minimum/Shortened days on the School's calendar shall be determined by the Administrative Director with input from the TK-8 School Leadership Team and approved by the GHC Board.

7.23 Professional Development for GHC TK-12. Purpose and Goals: Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of GHC. At its best, professional development and continued learning is grounded in the instructional goals and programs of GHC and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs should seek to achieve the following goals, as applicable:

- a) Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State mandates, standards, and frameworks and GHC initiatives and/or priorities;
- b) Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;
- c) Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
- d) Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
- e) Provide knowledge of applicable standards, the differences between standards-based and framework-aligned instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;



f) Be intellectually engaging and reflect the complexity of the teaching and learning processes; and

g) Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

h) **Program Evaluation.** At the conclusion of each professional development program, activity or session conducted (whether initiated by the GHC or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results and distribute the same to the team that developed the professional development program.

ARTICLE VIII ASSIGNMENTS, TRANSFERS, AND VACANCIES

8.0 High School Teacher Assignments, Creation and Posting of the Matrix. Approximately four weeks prior to the day teachers finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications, and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible in early June after the department leadership and site administration meet to review master schedule needs, but not later than June 30. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught but does require a preparation for a course not in the previous assignment (The teacher has not taught the course.), the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time and shall be mutually agreed upon between the teacher and the site administrator. The time must be utilized by the end of the second week of student instruction. The aforementioned preparation time provisions do not apply to auxiliary class periods offered at the secondary level.

a) **Requests.** Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

b) **High School Assignments.** For employees in each high school and in special education, assignment to department and classes shall be made pursuant to the following procedure.

c) **Departments.** The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.

d) For purposes of department membership, seniority within a department, and voting for Department Chairs, sections of IB Theory of Knowledge, AP Research, and AP Seminar, or similar/equivalent classes will be considered courses offered in the department in which the member taught the majority of her/his remaining sections during the most recent six semesters. For example, if during each of the past six semesters a member taught one English course, and four sections of IB Theory of Knowledge, IB Theory of Knowledge courses will be counted as English courses, and the teacher will be a member of the English Department with an assignment of five (5) sections of English, and (5) voting periods for Department Chair.

e) **Classes.** Classes within a department shall be distributed by the site administrator (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority and educational program needs.



8.1 Dispute Resolution Procedure (High School Class Assignments for Permanent Teachers). In the case of a dispute as to the assignment of a permanent high school teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the grievance process subject to the following:

- a) Assignments to leadership classes and all athletic assignments shall not be subject to any grievance.
- b) The decision to overrule a site administrator's high school class assignment shall occur only upon a specific finding that the assignment is arbitrary and capricious. The decision shall be final and binding.
- c) Alleged violations of the procedures set forth above are subject to the grievance procedure; the substance of the assignment decision is not.

8.2 High School Staffing Procedures after Initial Selection through the Fifth Week of School: The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before the end of the 5th week of school:

- a) The site administrator and department chair, working together, shall reasonably determine who will fill the opening or vacancy.
- b) In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.
- c) If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, substitute teacher, or auxiliary assignment.

8.3 High School Staffing Procedures after the Fifth Week of School. If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, substitute teacher, or auxiliary assignments.

8.4 Transfer Defined. As used throughout this Agreement, the term "transfer" refers to a change of a contract employee's assigned campus or time reporting location to another campus or location, without changing the employee's classification of employment.

- a) **Types of Transfers.** Generally, transfers are either teacher initiated (voluntary) or administrative (normally involuntary and GHC-initiated).
- b) **Administrative Transfers.** GHC may, for any reason not prohibited in the balance of this Article transfer employees when such action is deemed to be in the best interest of the educational program of GHC. Whenever possible, the employee shall be notified and counseled regarding the transfer, and written reason(s) for such transfer shall, upon the employee's request, be supplied to the employee.

8.5 Mutual Agreement Mediation. Within five (5) days after receiving notice of an administrative transfer, a unit member or UTLA may request in writing a 30-day mediation period prior to the transfer taking effect. Mediation will occur only upon the mutual agreement of the parties, except as provided in this Article.

- a) GHC shall respond in writing within five (5) days of such a request as to whether it will mutually agree to the mediation.
- b) If GHC agrees, the 30-day period shall commence on the date of GHC's response. GHC's decision not to agree to mediation shall be final and not subject to further review.
- c) If GHC does not agree to mediation, the unit member or the UTLA may proceed with a grievance, provided that a grievance must be filed at Step/Level One within 15 days of GHC's decision.
- d) If mediation occurs but does not result in resolution of the issue(s), the unit member or the UTLA may proceed to grievance provided that a grievance must be filed directly at Step Two within 15 days of the conclusion of mediation.



8.6 Mandatory Mediation. Mediation shall occur if a written request by UTLA, filed on the date of the request, within ten (10) days after a unit member receives notice of an administrative transfer, alleges that the proposed transfer occurred for reasons related to the exercise of protected UTLA activity. In this case, the 30-day period shall commence.

a) If mediation does not result in resolution of the issue(s), UTLA may proceed pursuant to grievance provided that a grievance must be filed directly at Step /Level Two within 15 days of the conclusion of mediation.

b) Confidentiality: In order to encourage a professional and harmonious mediation regarding the proposed transfer, it is agreed that from the time a mediation request is filed until the mediation is concluded, neither UTLA, GHC nor the unit member shall make public the proposed transfer, the mediation, or information regarding the proposed transfer. This prohibition is not intended to restrict normal interviewing of individuals involved and other necessary preparation for mediation.

c) Mediator(s) shall be jointly agreed upon by UTLA and GHC or secured through the California State Mediation Service, on a case-by-case basis. Any costs of the mediator shall be shared equally by the parties.

8.7 Transfer between High School and TK-8 Programs. Unit members hired before June 30, 2019, shall not be involuntarily transferred between the high school and TK-8 programs. Unit members hired on or after July 1, 2019, may be subject to an involuntary transfer. Any GHC unit member may agree to a voluntary transfer between the high school and TK-8 programs.

8.8 GHC identified disabled teachers assigned to facilities designed for the purpose of accommodating a GHC identified disability will not be displaced except where the teacher may be displaced to another facility which may reasonably accommodate the identified disability.

8.9 Part-time contract employees (as distinguished from teachers on Half-time Leave and Reduced Workload Leave) shall have no transfer rights. In regard to displacement, such teachers shall have no seniority rights and they shall be retained at a school where a full-time teacher is displaced only when the part-time teacher possesses special instructional skills or qualifications needed by the pupils and the educational program in the school not possessed by a teacher who would be available to fill the need.

8.10 Retired teacher rate of pay. GHC shall establish and utilize a rate of pay for retired unit members to work up to half time of a full time position for a full school year (i.e. equivalent to three periods for classroom teachers or four hours for out of classroom staff) that aligns with the annual state retirement cap earnings. This rate of pay will change from time to time, as retirement cap earnings and provisions change. The 2023-2024 earning limit for teachers earning a CalSTRS retirement benefit is \$50,655, an hourly rate of \$92.77.

8.11 In Special Education, the least senior teacher in the over-taught subject field shall be permitted, upon request, to change subject fields at the site within Special Education and thereby cause the displacement of another teacher in the other subject field who has less GHC seniority than the initially displaced teacher, but only if the following criteria are met by the more senior teacher:

- a) Possesses the requisite specified subject credential in the second subject field;
 - b) Must have taught, or practiced, in the second subject field or program without having received a Notice of Unsatisfactory Service or a Below Standard Performance Evaluation; and
 - c) Must, in the reasonable judgment of the site administrator, be qualified to teach in the second subject field or program.
- In addition, a displaced Special Education teacher may be reassigned to an opening outside of Special Education at the same site, but only if the displaced teacher is properly credentialed and previously served in the regular non-Special Education program at that same site immediately prior to taking the Special Education assignment.
 - After one calendar year, the displaced Special Education teacher who was so reassigned shall have return rights at the beginning of the next semester to a Special Education opening at the site for which the teacher is qualified.

8.12 GHC Seniority Number. The seniority number for each employee shall be the actual beginning date of the probationary assignment and not any date of a substitute or temporary assignment which was later deemed to be probationary service for purposes of acquiring permanent status.

a) If the executed contract date for two or more affected employees is the same, a coin toss or random drawing will be used to determine the employee's seniority.

8.13 GHC TK-8 Program Initial Assignments. Unit members shall remain in the current grade level or content area assignment for which they were hired unless the unit member is subsequently reassigned or in the event the unit member requests and is granted a change in assignment by the Administrative Director.

a) **Reassignments.** In the event a reassignment is necessary, the Administrative Director shall meet with the unit member to discuss the future assignment, and if requested, the Administrative Director shall make determinations regarding reassignments based upon the qualifications and experience of the unit member and the best interest of the School's educational program. Upon written request, the Administrative Director shall provide in writing the reason(s) for the reassignment to the affected employee. If the Administrative Director's determination is disputed, the final decision will be made by the CEO/Superintendent.

b) **Vacancies.** Unit members shall be notified of the process for the School's posting of vacancies, and when such vacancies occur, unit members may express an interest in such positions for which they are qualified. In filling vacancies, the Administrative Director shall establish a committee which includes unit members from the affected grade level or department to provide input in filling the vacancy.

c) **Annual Requests and Tentative Assignments.** Approximately four (4) weeks prior to the end of the school year, if needed, the Administrative Director will prepare and make available a matrix indicating the tentative number of classes for each subject/grade level as well as any non-classroom positions. The Administrative Director shall specify any special credentials, necessary qualifications, and any differentials along with the requirements to qualify for the differentials. Teachers with the specified credentials and required qualifications may request assignment to their grade level (elementary), specific classes within a department (secondary), or non-classroom position. Teachers on leave who are scheduled to return to service should participate in this process. The Administrative Director will make tentative assignments based on the needs of the school, the employees' level of experience and evaluations, and individual requests. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as possible, but no later than the last day of the school year. Teachers shall also be notified, as soon as feasible, of any change in the tentative assignment.

d) **Grade Level Chairpersons.** Grade level chairpersons will be responsible for regular communication between their grade level team, other grade level teams, and the administration. Grade level chairpersons will be assigned annually on a rotational basis to ensure an equal opportunity for all. Teachers not assigned to a specific grade level will be part of the grade level team that represents the majority of the students they serve or, in cases where there is no majority such as Special Education, by department. Rotation of assignment as Grade Level Chairperson may be changed to accommodate the following: Teachers completing a Teacher Induction Program, new to the school, or new to the grade level (unless the entire grade level is new), who shall not serve as Grade Level Chairpersons. Grade Level Chairpersons will be paid a differential based on the duties and responsibilities of the assignment.

8.14 High School Department Leadership, Department Chair/Instructional Advisor Compensation and Release Time. Department Chairs and Instructional Advisors from the following departments, English, Science, Social Science, Mathematics, and World Languages and Cultures will be paid on the Department Chair/Instructional Advisor Salary Schedule (with Masters or Multiple Advanced Degrees as applicable) and shall have a class period off for their Department Chair or Instructional Advisor assignment. The above-referenced salary table is created from the base Certificated Salary Schedule for the high school multiplied by a factor of 1.147. Department Chairs from the following departments, Visual and Performing Arts, Special Education, and Physical Education shall receive release time and will be paid on the Department Chair Salary Schedule (with Masters or Multiple Advanced Degrees as applicable). The CTE and the Computer Science Department Chairs shall receive release time and an annual Level 1 differential, half paid at the end of each semester.

a) Personnel paid on the Department Chair/Instructional Advisor Salary Schedule shall have a daily on-site obligation of seven (7) class periods, (the additional Department Chair/Instructional Advisor obligation may be split as a half period before their first assigned period and a half period after their last assigned period or an equivalent period during their duty free lunch or nutrition period), shall meet with the administration at least once per week, if necessary, and up to an additional ten (10) days (total) before the school year begins and after the school year ends. These members will earn 70 hours of illness time. The illness time bank of these employees with a seven (7) hour on-site obligation shall be reduced by seven (7) hours for each full day of qualified absence or in hourly increments for less than a full day of absence.

b) The CTE and Computer Science Department Chair shall meet with the administration at least once per week, if necessary, and up to an additional 5 days (total) before and/or after the school year begins.

8.15 Department Chair Election. Department Chairs shall be elected for a term of one year by the employees in the department, excluding substitutes and contract pool teachers. Department Chairs shall be required to have permanent status and shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. The vote shall be weighted by the number of periods taught or assigned in the department by each employee who teaches in the department, or in the case of out-of-classroom department chairs, by the number of periods each serves in an out-of-classroom position. Applications for Department Chair shall be submitted to the GHC-UTLA Chapter Chair who will conduct elections for Department Chair when contested. For purposes of department membership, seniority within a department, and voting for Department Chairs, sections of IB Theory of Knowledge, AP Research, and AP Seminar, or similar/equivalent classes will be considered courses offered in the department in which the member taught the majority of her/his remaining sections during the most recent six semesters. For example, if during each semester of the past six semesters a member taught one English course, and four sections of IB Theory of Knowledge, Theory of Knowledge courses will be counted as English courses, and the teacher will be a member of the English Department with an assignment of five (5) sections of English, and (5) voting periods for Department Chair.

8.16 Selection of Instructional Advisors. The Department Chair and Supervising Administrator will solicit applications of department members to fill the position of Instructional Advisor. Applications shall be submitted to the department chair, the administrator and forwarded to the Chapter Chair. The selection of instructional advisors shall be made with the agreement between the Department Chair and Supervising Administrator. If there is no agreement, then an appeal can be made to the Chapter Chair and High School Director.

8.17 Department Leadership Waiver. The following departments, English, Science, Social Science, Mathematics, and World Languages and Cultures may utilize a waiver process, that sunsets in June of 2026, to opt for the Department Specialist structure in lieu of the Instructional Advisor position assigned to the department. After the election of the Department Chair, the Department Chair and administrator shall meet to determine the preferred leadership structure for the following academic year. The decision and assignment of teachers to the position of IA and Specialists and the meeting date times shall be made with the agreement between the Department Chair and Supervising Administrator. If there is no agreement, then an appeal can be made to the UTLA Chapter Chair and High School Administrative Director. If there is no agreement, an appeal can be made to the CEO/Superintendent whose decision is final.

a) **Selection of Instructional Advisors or Department Specialists.** If the Instructional Advisor structure is selected, Department Chair and Supervising Administrator will solicit applications of department members to fill the position of Instructional Advisor. If the Department Specialist structure is selected, the Department Chair and Administrator shall determine the scope of work and the number of Department Specialists necessary to meet the needs of the department. The department chair will notify department members of the department leadership structure, position(s) available, and the desired responsibilities. Applications shall be submitted to the department chair, the administrator and forwarded to the Chapter Chair. The selection of instructional advisors or department specialists shall be made with the agreement between the Department Chair and Supervising Administrator. If there is no agreement, then an appeal can be made to the Chapter Chair and High School Director. If there is no agreement, an appeal can be made to the CEO/Superintendent whose decision is final.

b) Application for Instructional Advisor or Department Specialist positions shall be voluntary. The Department Chair and administrator shall select the Advisor or Department Specialists from among the applications submitted. The Instructional

Advisor or Department Specialists should be selected by the end of May but may be later depending on departmental and staffing needs.

c) Department Specialists/Instructional Advisors shall meet with the Department Chair and/or administration at least once per week, if necessary, and up to an additional 5 days (total) before and/or after the school year begins. Department Specialists shall receive a level 1 differential. The responsibilities of the Department Specialists are detailed below. The agreement to meet shall be made between the Department Chair and Supervising Administrator. If there is no agreement, then an appeal can be made to the UTLA Chair and High School Administrative Director. If there is no agreement, an appeal can be made to the CEO/Superintendent whose decision is final.

d) **Department Specialist.** The Department Specialists work closely with the Department Chair and administration to assist in the improvement of instruction and the implementation of the school goals as identified in the California School Dashboard, the Local Control Accountability Plan, local oversight, and other accountability programs. Department Specialists are expected to meet with department chairs and/or administration at least once per week and up to an additional 5 days (total) before and/or after the school year begins. Department Specialists receive an annual Level 1 differential, half paid at the end of each semester. Department specialists may be assigned a set of tasks from among the following list as meets the test of reasonableness:

Professional Development Specialists

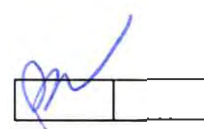
- Plan and facilitate content area/small group meetings to assist teachers in maintaining pacing of instruction and utilizing data to determine instructional strategies for improving student achievement.
- Facilitate professional development of staff by identifying and sharing relevant research; develop presentations for department and faculty.
- Provide professional development on instructional strategies and research-based classroom practices that promote standards-based and/or framework-aligned instruction.
- Maintain meeting notes and records; share with larger department

Data and Assessment Specialists

- Facilitate the development of content area common assessments.
- Disseminate periodic assessments and assist with scoring and creating reports.
- Create ad hoc data reports and analysis as requested by department teachers.
- Guide teachers in a systematic examination of student work and assessment data to inform instruction.
- Collaborate with the department chair (and other faculty) to develop and interpret data and department and/or content area performance metrics aligned to the California School Dashboard, the Local Control Accountability Plan, local oversight, and other accountability measures.
- Collaborate with the intervention coordinator to identify students in need of extra support, including students with low grades in the content area and focus student groups identified through the California School Dashboard, the Local Control Accountability Plan, local oversight, and other accountability metrics.

Curriculum and Instruction Specialists

- Serve a non-evaluative, supportive role for the professional development of department members.
- Model techniques for classroom management and provide strategies that encourage student engagement.



- Mentor developing teachers in classroom management and curriculum development techniques.
- Provide formal and informal feedback based on standards-based and/or framework-aligned demonstration lessons and classroom observations. Conduct focused observations and provide "next step" support.
- Develop high-level intervention plans for courses, including identifying key concepts or standards for review, scheduling resources, and working with the intervention coordinator and other support staff to manage student participation and performance.
- Collaborate with teachers to implement Tier 1 interventions in classrooms.
- Serve as liaison between math, writing or other centers, intervention coordinator, and classroom teachers.
- Help teachers utilize additional classroom resources, instructional aides, paraprofessionals, math, writing or other centers, among others.
- Participate in training and mentoring responsibilities for the teacher induction program.
- Serve as technology mentors for members of the department.

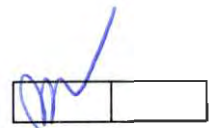
e) **Instructional Advisors.** Instructional Advisors may be assigned a set of tasks from among the following list as meets the test of reasonableness. Each year in each department there are unique conditions and needs that must be met and these are expected to evolve over time. The Department Chair and Instructional Advisor will meet periodically to select and prioritize responsibilities for the IA based on the unique situation for their department. Typically, the Instructional Advisor works with the Department Chair and Supervising Administrator to implement the School's goals as described in the School's charter petition, LCAP, SPSA, WASC reports, and other accountability documents. Typically, the work of the Instructional Advisor will include the following:

Curriculum and Instruction

- Works closely with the Department Chair to assist in the improvement of student-centered instruction and creating positive learning environments.
- Plans and assists in facilitating department meetings to assist teachers in maintaining pacing of instruction and utilizing data to determine instructional strategies for improving student achievement.
- Provides support and assistance to all teachers in the department in the implementation of standards-based and/or framework-aligned lessons and periodic assessments.
- Disseminates periodic assessments and assists with scanning and creating reports.
- Guides teachers in systematic examination of student work and assessment data to inform instruction.
- Assists teachers with the diagnosis of student difficulties and planning of appropriate intervention strategies for diverse learners.

Coaching and Mentoring

- Serves a non-evaluative, supportive role for the professional development of department members.
- Models techniques for classroom management and provides strategies that encourage student engagement.
- Mentors developing teachers in classroom management and curriculum development techniques.



- Utilizes the coaching model to provide formal and informal feedback based on standards-based and/or framework aligned demonstration lessons and classroom observations. Conducts focused observations and provides "next step" support to teachers.
- Participates in training and mentoring responsibilities for the Induction Program.

Professional Development of Staff

- Assists the Department Chair with the preparation of agenda and staff development plans for regular department meetings.
- Provides professional development on instructional strategies and research-based classroom practices that promote standards-based and/or framework aligned instruction.
- Assists the Department Chair with the facilitation of individual professional growth plans of department members.
- Investigates promising resources for professional development of the department.
- Serves as a technology mentor for members of the department.

Department Personnel and Staffing

- Assists the Department Chair with recruitment, interviews, and recommendation for hiring of new faculty.

Department Representation

- Serves on the Leadership Team as a representative of the department and a liaison with other Instructional Advisors, Department Chairs, Program Coordinators, and Administrators.

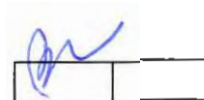
Content Area Expertise

- Participates in outside professional development seeking opportunities to enhance own pedagogical content knowledge.

f) **Department Chairs.** Department Chairs may be assigned a set of tasks from among the following list as meets the test of reasonableness. The Department Chair works with the School's Leadership Team and the Supervising Administrator to implement the School's goals as described in the School's charter petition, LCAP, SPSA, WASC reports, and other accountability documents.

Curriculum and Instruction

- Works closely with the School's Leadership Team and the Supervising Administrator to assist in enhancing of student-centered instruction and creating positive learning environments.
- Plans and facilitates department meetings to assist teachers in maintaining instructional goals and utilizing data to determine instructional strategies for improving student achievement.
- Identifies, clarifies, and implements department-wide curricular and instructional goals aligned to the state standards and frameworks.
- Develops programs and policies related to course content, course offerings, intervention, and remediation strategies.
- Researches and selects appropriate curricular materials for the department, including textbooks.



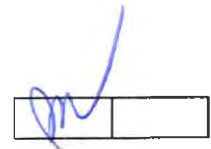
- Facilitates the creation and implementation of department-wide assessments, projects, standards-based lessons, syllabi, course descriptions, and grading practices.
- Assists staff in developing appropriate curriculum, aligned to the state standards and frameworks and school goals.
- Provides support to all teachers in the design, implementation, and assessment of instructional strategies appropriate to the content area and identified student needs.
- Collects, analyzes, and evaluates data to inform instructional decisions.
- Monitors the implementation of school-wide and department-wide action plans identified in the WASC Self Study.
- Coordinates activities of Instructional Advisors, Departmental Specialists and Content Leads.

Professional Development of Staff

- Collaborates with the administration and other department representatives to identify school-wide instructional and curricular goals.
- Prepares agendas for department meetings and on-going staff development plans in collaboration with the Department Administrator and the Instructional Advisor/Departmental Specialists/Content Leads based on those school-wide goals.
- Facilitates the individual professional growth plans of department members.
- Participates in training and mentoring responsibilities for the Induction program.

Department Personnel and Staffing

- Prepares the department master schedule (course offerings, times, teacher class assignments, room assignments) in coordination with the Administrator of Counseling and Instruction.
- Identifies staffing needs, including additional support positions needed to fulfill department goals (project-based differentials, intervention proposals). Such projects include clear objectives, deadlines and pay (e.g. summer projects, tutoring).
- Assists in recruiting eligible department applicants and serves on the hiring committee (along with administration, clerical, parent, and student members) for final selection of new staff.
- Coordinates with recommending institutions and oversees the placement and support of student teachers.
- Serves as departmental representative and liaison to the larger community.
- Collaborates with administration in the facilitation, coordination, and implementation of department policies.
- Serves on the Leadership Team as a representative of the department and a liaison with other department chairs, program coordinators and administrators.
- Advocates for department needs through Curriculum and Instruction Committee, in addition to proposing new or altered course curriculum or department policies.
- Oversees publication of documents/communications relating departmental information to the larger community (for example departmental policies, course descriptions, grading policies).
- Responds to parent concerns and requests; mediates at conferences where needed.



- Develops and implements articulation strategies with feeder schools.
- Recommends students for department awards, and other recognition and scholarship.

Content Area Expertise

- Keeps abreast of research, best practices, and programs applicable to the content area.
- Keeps abreast of the work of national educational organizations relative to the content area.
- Investigates promising programs in other schools.

Department Resources and Facilities

- Manages department resources for instructional materials, supplies, and field trips.
- Monitors and recommends appropriate classroom set-ups, including furnishings, equipment, technology, and supplies.
- Advocates, participates, and collaborates in facilities redesign initiatives (in particular those affecting departmental activities).

8.18 Teacher Induction Mentor Selection. Department Chairs and Instructional Advisors paid on the Department Chair/Instructional Advisor salary schedule shall serve as Teacher Induction Mentors, Department Chairs with one mentee, and Instructional Advisors with up to two mentees. Additional Teacher Induction Mentors may be needed from time to time. The selection of additional mentors will be determined by the administrator and chair of the department in which the mentee serves with input as needed by the Teacher Induction Program Coordinator (currently the Director of the Hart School District New Teacher Center). Teacher Induction mentors will be paid a Level 4 Differential for two mentees and a Level 7 Differential for one mentee. Service as Teacher Induction Mentors shall be voluntary.

8.19 Certificated Classroom Support Positions and Selection Process. Certificated Classroom Support Positions shall be those historically referred to as out-of-classroom positions. Examples include deans, counselors, and coordinators. The selection of applicants for these positions shall follow the GHC Board-approved and collectively bargained process for the hiring of all certificated staff which is reproduced here:

a) **Counseling Services.** All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, GHC shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized GHC-approved advisory program. Any advisory program to be implemented by the GHC must be agreed upon by both UTLA and GHC.

b) Prior to forming an ad hoc committee, the position will be advertised for a minimum of ten days. Receipt of email communication by staff members will mark the beginning of the ten-day period.

c) Efforts will be made to form ad hoc committees that represent all interested parties. At a minimum, they will include the administrator and a bargaining unit member selected by GHC UTLA.

d) As with all school hires, a recommendation is made to the CEO/Superintendent who in turn may offer employment.

e) Once hired to a certificated classroom support position, bargaining unit members may continue to serve in the position at the discretion of the CEO/Superintendent. Removal of bargaining unit members from certificated classroom support positions that result in loss of employment (e.g., bargaining unit members do not possess credentials that allow them to occupy other positions on campus) will be subject to Education Code Protections, where appropriate (not subject to just cause protections).



**ARTICLE IX
CLASS SIZE**

9.0 High School Class Size in, Grades 9-12. A class is defined as the number of students in each period. Class size will be an average of 36 students or fewer within each department. The department class size average calculation will exclude physical education classes with a class size average of 45, and athletic/dance teams, bands, choir, chorus, teacher's assistant type classes, academic teams, and similar classes where the teacher/coach and supervising Administrator will determine class size. Classes with fewer than 20 students shall not be included in the average.

a) The maximum caseload for SDP teachers shall not exceed 18 students. The class size for Self-Contained SDP classes should also not exceed 18 students. Should the class size for Self-Contained SDP classes exceed 18 students, additional support shall be provided.

b) The maximum caseload for Resource teachers shall not exceed 28 students. The California Education Code Section 56362(c) states that "no resource specialist shall have a caseload that exceeds 28 students, per California Code of Regulations, Title 5, Section 3100. Regulations allow an LEA to request a waiver of the Education Code from the State providing certain conditions are met. The waiver requires the signature of the teacher.

c) The class size for Learning Lab classes should not exceed 24 students. Should the class size for Learning Lab classes exceed 24 students, additional support shall be provided.

d) The caseload and class size for SDP2 teachers should not exceed 12 students. Should the caseload exceed 12 students, additional support shall be provided.

e) If the class size averages and/or maximums in this Article are exceeded after the CALPADS norm day, upon request of an affected teacher(s), a Site Administrator shall conduct a review of the circumstances causing the violation. The Administrator shall meet within five (5) work days with the affected teacher(s), department chair, and the UTLA chapter chair to discuss the review, and provide a written explanation for the reason the class size averages and/or maximums are exceeded, and the efforts made to balance classes in order to meet the averages and/or maximums. The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner that does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver signed by the affected teacher and UTLA Chapter Chair. Department or site waivers shall be granted with an agreement signed by the CEO/Superintendent and the UTLA-Chapter Chair.

9.1 Special Grievance Procedure for Unsafe of Hazardous Conditions. Should the size of a classroom space and the number of assigned students, and other adults pose a safety hazard, a member may file a grievance using the Special Grievance Procedure for Unsafe of Hazardous Conditions in this Agreement. See the Article on Safety.

9.2 GHC TK-8 Program, Class Sizes. As used in this Article, the term "unit member" or "position" refers to a full time equivalent (FTE) classroom teacher or position. Core Classes include self-contained classrooms and core classes (English, Mathematics, Social Science, Science, and academic electives). Maximum class sizes follow:

Grades TK-3	27 students
Grades 4-5	32 students

Average class sizes follow:

Grades 6-8, Core	35 students
Grades 6-8. Physical Education	45 students
Other: Music, enrichment	100 students

a) In assigning students to classes, the following guidelines will be observed: If the maximum or average class size is exceeded, there shall be a conference between the affected teacher and the Administrative Director. Through this dialogue, options will be discussed to offer ameliorative measures, e.g., lower class sizes in other sections, instructional aide support,

limited adjunct supervisory duties, additional curricular support materials, and other ideas which may come through discussion.

b) Counselors, specially (categorically) funded unit members, special education teachers, certificated non-unit employees, and classified personnel shall not be utilized in the computation or application of the class size ratios listed above.

c) This clause shall not be interpreted, applied, or construed to require GHC TK-8 Program to acquire, lease, or build additional facilities or to employ additional personnel.

d) GHC TK-8 Program shall make a reasonable effort to equalize class size within grade levels/departments.

e) Upon request, the site administrator or designee shall meet with the UTLA Chapter Chair and the affected Department or Grade Level Chair to review class size situations to determine if alternative plans can be developed.

f) Unit members whose primary duties do not include classroom instruction shall be assigned reasonable work duties and/or caseloads appropriate for their job classification. Should such a unit member have concerns about duties assigned and/or caseloads, upon request, the administration shall meet with the unit member and the UTLA Chapter Chair to attempt to remedy the concerns.

**ARTICLE X
SAFETY**

10.0 **General.** With faculty participation, each site shall develop (and annually review) its School Emergency Operations Contingency Plan and current Safe School Plan for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.

a) Each site administrator shall keep employees informed as to the responsible person(s) at the site for purposes of dealing with safety problems which may arise, and particularly for situations arising when the site administrator is not available.

b) Each school plan shall publicize and implement policy guidelines for suspensions or recommendations of expulsion for causing serious injury to another, possession of any lethal weapon, explosive, unlawful sale or possession of any controlled substance, robbery, or extortion.

c) **Employee Responsibility.** Employees shall immediately notify site administration of any unsafe or hazardous conditions at the site. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees, and themselves.

10.1 **Special Grievance Procedures.** If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One-time limits found in the Grievance section of this Agreement). Within two (2) days of receiving the grievance the site administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the next day following that meeting the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the CEO/Superintendent or designee. Within three (3) days after receipt of the appeal the CEO/Superintendent (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the end of the day following. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify the School of its intention. UTLA and the School shall then select an arbitrator and calendar the dispute arbitration. It is agreed that the sole issue for arbitration shall be the determination as to whether or not an unsafe or hazardous condition exists, and no other remedy shall be requested or ordered.



10.2 **Safety Sub-Committee.** A GHC Safety Sub-Committee that includes the UTLA representative and GHC administrative staff shall review safety policies and rules relating to school violence and personal safety, which are of general application to unit employees on GHC campuses and discuss possible additions or revisions thereto. Except in situations requiring immediate action for health and safety reasons, GHC shall, prior to implementation of new or revised safety policies and rules, discuss them in this sub-committee.

10.3 **Emergency Closure.** In the event a school is closed due to an emergency. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

10.4 **Codes of Student Conduct.** It is the intention of the parties that teachers and administrators work in a mutually supportive manner to maintain proper student discipline. There are three levels or sources of student disciplinary rules:

a) In order to improve consistency and accountability in student discipline, GHC shall develop and issue (and may revise from time to time) a GHC-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process;

b) The GHC Governing Board shall issue local rules of student conduct, supplemental to and consistent with the GHC Code of Student Conduct; and

c) A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with the GHC school rules.

10.5 At or soon after the start of the school year, the School shall post and distribute its rules of student conduct to students, parents, teachers, and staff. Any later changes to such rules shall also be posted and distributed.

10.6 Before a student is transferred by the School from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.

10.7 **Student Suspensions from a Teacher's Class.** In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. However, this is not to suggest that teacher-imposed suspensions from class are to be the sole, or even typical, remedy for such offenses. Many of these offenses are likely to result in imposition of more extended administratively imposed suspensions, criminal proceedings and/or expulsions. Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action.

Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.

Prior to or upon the student's return to the classroom, a copy of the GHC's documents applicable to the act for which the student was suspended, including corrective action taken, shall be provided to that student's teacher(s).

10.8 **Student Expulsion.** If the site administrator reasonably determines that an intentional and deliberate assault and/or battery has occurred causing serious physical injury to the employee, or if the assault and/or battery involved a weapon, or is a sexual assault and/or battery, the site administrator shall recommend the expulsion of the student and report the incident to the appropriate law enforcement agency. Pursuant to applicable GHC policy and State and Federal law and actions of the appropriate law enforcement agency, the site administrator shall:

a) Recommend the expulsion of the student.



b) Suspend the student and provide for an alternate placement of the student pending expulsion.

Any decision as part of an arbitration in this matter may only result in a determination if the above terms have not been followed and may not affect any student discipline action. Nothing in this section shall limit, circumvent, or restrict the student's right to participate in the expulsion process as defined by the School's charter petition.

10.9 Legal Assistance and Support. If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, GHC shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Governing Board may, in its discretion, indemnify the employee against punitive or exemplary damages.

a) If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request GHC to pursue legal action against the student and/or the student's parents or guardians. After evaluating the circumstances, GHC may bring such a legal action to recover damages.

10.10 Notification to Teacher Regarding Past Misconduct by Student. When a teacher is regularly assigned a student who during the previous three years engaged in the misconduct described below (or who the GHC reasonably believes has so acted), the School shall make a good faith effort to inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records GHC maintains in its ordinary course of business or has received from a law enforcement agency. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher and shall not be further disseminated by the teacher.

**ARTICLE XI
LEAVES OF ABSENCE**

11.0 Leave and Absence Defined. A leave is an authorized absence from active service granted to employees for a specified purpose and period of time, with the right to return to active service unless the employee's service would have otherwise been terminated. Time spent on leave will not be considered as a break in service. Paid illness leaves are provided to ease the financial burden on employees who are unavoidably required to be absent from duty due to legitimate illness, injury, or personal necessity. Accrued illness hours roll over from year to year and may be used when eligible long-term absences are needed. Subject to applicable law and regulations unused accrued illness hours are able to be converted to service credit for retirement in STRS and PERS.

11.1 Full-pay sick leave. Full-time unit members shall be entitled to ten (10) days of sick leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to a portion of the ten (10) days sick leave on a prorated basis. Unused full-pay sick leave credit shall be cumulative from year to year without limitation.

a) Personnel paid on one of the extended year salary schedules will earn sick time at the following rates:

- 212-Day Extended Year- 91 hours (80 base hours plus 0.05 hour for each additional hour);
- 197-Day Extended Year - 85 hours (80 base hours plus 0.05 hour for each additional hour);
- 187-Day Extended Year - 81 hours (80 base hours plus 0.05 hour for each additional hour)

11.2 Illness/PN Leave Accrual for Out of Classroom Personnel. The sick leave bank of employees with an eight hour on site obligation shall reflect that eight hour on site day in their annual leave from work allocation (i.e. Illness and Personal Necessity time) and that bank shall be reduced by eight (8) hours for each full day of qualified absence or in hourly increments for less than a full day of absence.



11.3 Illness/PN Leave Accrual for Select High School Department Leaders. The sick leave bank of select high school teacher leaders (i.e. department chairs and instructional advisors paid on the Department Chair/Instructional Advisor Salary Table) who have a seven hour on-site obligation shall reflect that seven hour on site day in their annual leave from work allocation (i.e. Illness and Personal Necessity time) and that bank shall be reduced by seven (7) hours for each full day of qualified absence or in hourly increments for less than a full day of absence.

11.4 Personnel who work additional assignments for which they are paid their regular teaching rate (i.e. Summer School or Summer Transition Academy) will be credited with an additional 0.05 of sick leave for every hour worked. Auxiliary assignments and Professional Development Days are excluded.

11.5 Half-pay sick leave. At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than the number of full-pay sick leave hours equivalent to 100 days shall be credited with the number of half-pay sick leave days which, when added to the accrued full-pay sick leave days equals the equivalent to 100 days of full and half-pay sick leave days. Half-pay illness credit shall not be cumulative from year to year. Upon exhaustion of all full pay and half pay sick leave, the employee will be in unpaid status and may be separated from employment.

11.6 An exception to the "active employee" requirement above will be made upon request once in each employee's career to permit qualification for the annual full and half-pay sick leave hours, even though the employee is unable to report to work at the commencement of the employee's annual assignment basis due to illness, provided the following conditions are met:

- a) the employee holds permanent status;
- b) the employee did not carry over any full pay illness hours from the previous year;
- c) the employee has on file an illness leave request with the appropriate medical certification.

11.7 Notification of absence. A unit member shall notify the Main Office of the school no later than 6:30 a.m., or one (1) hour prior to the start of the school day, whichever is later, the day of an absence.

11.8 Verification of illness. An employee who is absent shall be required to certify the reason for absence. Also, GHC shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section. Any employee who is absent for more than five (5) consecutive days shall be required to submit a statement, from the attending physician on letterhead, before being cleared to return to work, and may be required for absences less than five (5) days. An employee may be required, for probable cause, to submit to a medical examination at the Charter School's expense.

11.9 Annual statement. GHC shall, upon reasonable request, provide unit member with a written statement of (1) the accrued personal illness and injury leave total, and (2) the personal illness and injury leave entitlement for the school year.

11.10 Early Termination. If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to GHC the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.

11.11 Transfer of Illness Balance. If a permanent employee resigns and returns within 39 months of the last date of paid service, to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such hours had been transferred to another agency or were used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 12 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.


11.12. Retirement. Upon retirement, the teacher's accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) and Public Employees Retirement System (PERS) regulations.

11.13 Personal Necessity Leave. A unit member may elect to use up to six (6) days of his/her accumulated full-pay sick leave in any school year for purposes of personal necessity including:

- a) Death of a close friend or relative not included as "immediate family" in Bereavement Leave below;
- b) Death of a member of the employee's immediate family when time in excess of Bereavement Leave is needed;
- c) Serious illness of a close friend, relative or member of the employee's immediate family (as defined in this agreement). If personal necessity is taken to attend the illness of the employee's child, parent, or spouse (including cohabitant), up to six additional days (for a maximum total up to 12 days) will be granted if the unit member has the available accrued full pay sick leave;
- d) Accident involving his/her person or property or the person or property of a member of his/her immediate family;
- e) Imminent danger to the home of the employee or the home of an immediate family member occasioned by a disaster such as flood, fire, or earthquake. Up to six additional days may be taken (for a maximum total up to 12 days) if the employee's own home or dwelling was destroyed by disaster provided the unit member has the available accrued full pay sick leave;
- f) The birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse).
 - If an employee has full pay sick leave available, the first six (6) days of baby bonding leave will be paid out of this balance.
 - Up to an additional 54 days of paid sick leave may be used for baby bonding which may be taken provided the employee qualifies for FMLA leave and has full pay sick leave available. The leave must be taken according to the FMLA guidelines for baby bonding and no more than 12 weeks total of FMLA leave may be taken in a 12-month period. An employee must choose to use full-pay sick leave for the duration of the leave until it is exhausted (after which employee will be in unpaid status for the remainder of the leave) or choose for the entire leave to be unpaid (after the first six days referenced in (i.) above). There is no half-pay sick leave available for baby bonding.
- g) Religious holiday of the employee's faith.
- h) The care of the employee's own child when regular childcare options are not available, or the child's school is closed;
- i) An emergency medical situation of the employee's pet;
- j) Up to two (2) hours for late arrival to work due to verifiable and unavoidable traffic delays (e.g., accidents, weather).
- k) Appearance in court as a litigant, or as a witness under official order (in place of normal subpoena leave for jury duty);

11.14 The following personal necessity absences require an employee to receive administrative approval at least five (5) working days prior to the absence. Requests shall not be unreasonably denied.

- a) Up to eight (8) hours of paid personal necessity leave and up to thirty-two (32) additional hours of unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by State Labor Code. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee;
- b) Attendance at an education related conference that is not paid for by the School (supporting documentation may be required) or a professionally related degree program;



- c) Marriage of self, close friend, or family member. No more than two (2) consecutive days may be applied to any one request;
- d) Graduation of self or an immediate family member. No more than two (2) consecutive days may be applied to any one request;
- e) Up to two days for the birth of the employee's grandchild;
- f) Educational program final examinations, certification exams, credential program requirements; or
- g) Other personal necessities (e.g. meeting with a public official, property-related issues, moving) that only can be scheduled during the work day and meet the test of reasonableness. No more than two (2) consecutive work days may be applied to any one request;

11.15 To qualify for the Personal Necessity Leave, the employee shall be required to verify the nature of such necessity and shall state which of the above circumstances is the reason for the absence. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay sick leave to which the employee is entitled.

11.16 Leave for Pregnancy Disability. Unit members are entitled to use accrued sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The unit member and her physician shall determine the length of such disability leave.

- a) The unit member and her physician shall determine the date on which the unit member is capable of resuming duties.
- b) Consistent with legal requirements, the unit member on leave from pregnancy disability shall be entitled to return to her same position held immediately before commencement of the leave.

11.17 Family Medical Leave. Family medical leave shall be provided to unit members in accordance with applicable federal and state laws and regulations.

11.18 Child Care Leave. An unpaid childcare leave shall be granted immediately following the expiration of Pregnancy Disability Leave or Family Medical Leave for the remainder of the semester.

- a) Childcare leave may be extended for one (1) additional semester if a qualified replacement employee can be secured.
- b) An employee on childcare leave may purchase benefits through COBRA.

11.19 Bereavement Leave. Each unit member can be granted paid time off, not to exceed a total of three (3) days of leave if within the state and five (5) days of leave if out of state at full pay in any school year in the event of a death in the immediate family. For in state bereavement leave, unit members may take up to an additional two days on an unpaid basis. If more than one such death occurs simultaneously, the leaves may be taken consecutively. For the purpose of this Section, the immediate family of an employee includes:

- Spouse, cohabitant;
- Parent (includes in-law, step and foster), parent of cohabitant;
- Grandparent (includes in-law and step), grandparent of cohabitant;
- Child (includes son/daughter-in-law, step and foster), child of cohabitant;

- Grandchild (includes grandchild of spouse and step-grandchild), grandchild of cohabitant;
- Brother;
- Sister;
- Any relative living in the employee's immediate household.

11.20 **Military Leave.** Military leave shall be provided in accordance with statutory provisions.

11.21 **Jury Duty Leave.** It is the policy of GHC for certificated employees to provide jury service during periods when the continuity of instruction and school operations will not be adversely affected. To this end, certificated unit members shall notify the Human Resources Manager and submit a copy of the jury duty subpoena no later than two days following receipt. The unit member shall make every reasonable effort to postpone his/her jury duty service to a time when school is not in session. Involuntary jury service commenced during the certificated employee's recess period which inadvertently extends into the employee's assigned period shall qualify as a paid absence for up to twenty (20) working days from the start of the assignment.

a) As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.

b) Upon return to work the unit member shall submit a copy of his/her certificate of service or similar proof of service. If the employee received compensation for jury duty service, reimbursement must be made to the school in the amount of compensation received. Any mileage payment from the court is excluded. There will be no paid jury service during summer programs.

11.22 **Industrial Accident/Illness Leave.** The unit member shall immediately inform his/her immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or his/her designee, shall file with the Human Resources Manager an accident report within twenty-four (24) hours of an accident, unless the physical injury makes it impracticable.

a) Unit members returning to work from an industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work.

b) In accordance with statutory regulations, unit members shall be provided industrial accident and/or illness leave benefits under the following provisions:

- Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
- Allowable leave shall not be accumulated from year to year.

c) If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60-day period. In order to qualify for such an extension the employee must have (1) notified the CEO/Superintendent and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required by the treating physician; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employer's designated physician; and (4) applied in writing to the School for such an extension on the appropriate leave of absence form. Such application should be filed with the Human Resources department as soon as the employee sees the need for such an extension, so that the School has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the CEO/Superintendent. Determination whether the injury is disabling beyond the 60-day period shall be made in the reasonable medical judgment of the School's selected physician. An employee may be required during the extended period to be evaluated by the School's physician at any time.

d) Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits. If the employee continues to receive STRS/PERS temporary disability indemnity, the employee shall be paid for any illness benefits which, when added to the STRS/PERS temporary disability indemnity, will result in a payment of not more than full normal salary.

e) An employee absent under this section shall remain with the State of California unless the School authorizes travel outside the state.

11.23 Conference and Convention Attendance. A paid leave may, in the discretion of GHC, be granted for attendance at conferences and conventions sponsored by professional instructional organizations that are approved by GHC. A written or oral report of the conference may be requested by GHC.

11.24 Half-Time Leave, Eligibility. A Half-Time Leave may be granted to allow a permanent employee to continue service for half of each working day. A complementary partner with permanent status may be required by GHC. Leave requests must be turned in to the CEO/Superintendent's office no later than April 15 for the following academic year. The employee will be informed if the leave is granted no later than June 15. The employee may reject a Half-Time Leave offer no later than five business days after receiving notification of the offer. The time spent on Half-Time Leave may not exceed a total of five (5) years. Exceptions to the five-year provision may be made by the CEO/Superintendent.

a) **Assignment.** An employee on Half-Time Leave will be scheduled to contiguous class periods at the discretion of GHC.

b) **Compensation.** An employee on Half-Time Leave will receive a salary that is half the salary the employee would have earned on a full-time basis. An employee on Half-Time Leave will receive paid health benefits by the school pro-rated at fifty percent (50%) provided the employee contributes the balance of the full cost of the benefits. If, at the discretion of the school, an employee is permitted to work more than half time, but less than a full-time assignment, health benefits paid by the school will be prorated by dividing hours worked by total full-time equivalency.

c) **Salary Schedule Advancement.** To reflect the fact that employees on Half-Time Medical Leave are working less than a full year, annual salary schedule advancement will require two (2) years in active work status at least 82 percent of the total annual work days for the position. For those employees who do not meet the annual percentage requirement in one year, the second year's percentage of time in active work status when aggregated with the first year's percentage shall allow for salary advancement if the aggregate of two consecutive years equals 82 percent.

d) **Cancellation.** Once granted, and unless rejected, the Half-Time Leave cannot be canceled by the employee without the consent and permission of GHC. If a complementary partner is used and is separated from employment, an employee on Half-Time Leave will be given the choice of returning to full time employment, submitting a voluntary resignation, or submitting a request to continue on Half-Time Leave.

11.25 Half-Time Medical Leave, Eligibility. A Half-Time Medical Leave shall be granted annually to a permanent employee who has worked at the school for a minimum of ten years and whose physician, and, if necessary, the School's physician, have certified that the employee is able to perform duties only on a half-time basis due to a diagnosable permanent or long-term health condition. The assignment and service shall be for the equivalent of one-half the number of hours required for full-time employment for each pay period. The time spent on Half-Time Medical Leave may not exceed a total of five years. Leave requests must be turned in to the CEO/Superintendent's office no later than April 15 for the following academic year. Half-Time Medical Leave shall be available to no more than 10 percent of the members in a given department or, in cases of fewer than ten members in a department, no more than one employee.

a) **Assignment.** An employee on Half-Time Medical Leave will be scheduled to contiguous class periods at the discretion of GHC. The employee will be informed of the half-time schedule for the following academic year by June 15. The employee may reject the Half-Time Leave offer no later than five business days after receiving notification of the schedule.

b) **Compensation.** An employee on Half-Time Leave will receive a salary that is half the salary the employee would have earned on a full-time basis. Employees on a Half-Time Medical Leave will receive paid health benefits by the school pro-rated at 50 percent provided the employee contributes the balance of the full cost of the benefits. If at the discretion of the



school, an employee is permitted to work more than half time, but less than a full-time assignment, health benefits paid by the school will be prorated by dividing hours worked by total full-time equivalency.

c) **Salary Schedule Advancement.** To reflect the fact that employees on Half-Time Medical Leave are working less than a full year, annual salary schedule advancement will require two (2) years in active work status at least 82 percent (150 days) of the year each year. For those employees who do not meet the annual percentage requirement in one year, the second year's percentage of time in active work status when aggregated with the first year's percentage shall allow for salary advancement if the aggregate of two consecutive years equals 82 percent.

d) **Cancellation.** Once granted, and unless rejected, the Half-Time Medical Leave cannot be canceled by the employee without the consent and permission of GHC.

11.26 **Personal Leave (Unpaid).** An unpaid leave may be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks as provided below:

- a) To be with a member of the immediate family who is ill (See definition of the immediate family); or
- b) To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the School.
- c) Request for leave must be made as soon as practicable to the CEO/Superintendent and, if approved, shall be granted in semester increments, not to exceed 52 weeks. At the end of the semester on leave, notification must be made by employee to the Human Resources Office of either the intent to return for the next semester, or the intent to remain on leave for an additional semester. An employee on an unpaid leave of absence may purchase health benefits through COBRA.

11.27 **Catastrophic Sick Leave Donation Program.** The purpose of this program is to provide assistance to eligible GHC employees experiencing catastrophic injury or illness that prevents them from returning to full time employment. This program is intended for employees who will likely be able to return to work.

- a) **Eligibility.** A participant must be a full time, regular employee in permanent status to participate as a donor or as a recipient.
- b) A recipient must have a serious health condition (as defined under the California Family Rights Act), certified by a California licensed physician and be currently out on an approved leave of absence that is expected to last at least twelve consecutive weeks.
- c) A recipient must not receive compensation from any other GHC source other than full-pay or half pay illness or vacation days.
- d) Individuals receiving disability retirement allowance, workers' compensation salary continuation or STRS/PERS disability benefits are excluded.
- e) If eligible for disability payments under STRS or PERS, a recipient shall apply for these benefits at the earliest opportunity.
- f) An individual may not participate in the program as a recipient more than once in their career with GHC.
- g) Eligibility to participate as a recipient ends when the recipient returns to work, retires, or otherwise separates from GHC.
- h) **Donations.** Participation as a donor is voluntary.
- i) Donations must be full illness days; donations of partial illness days are not permitted.
- j) Donations are irrevocable.



k) Donated illness days shall be converted to hours based on the donating employee's scheduled work day at the time of the donation.

l) An individual who donates more than one day during any donation period must have a remaining sick leave balance of at least 20 days following the donation.

m) **Usage.** The employee must be on an approved, formal leave of absence. Upon approval of this leave of absence, the employee will be notified by GHC Human Resources of the School's Catastrophic Leave Program. If the employee is eligible and decides to participate as a recipient in the Catastrophic Leave program, GHC Human Resources will solicit donations of sick leave from eligible donors.

n) The recipient employee may choose to remain anonymous.

o) GHC will comply with all applicable legal requirements regarding privacy and other laws.

p) GHC will ensure that donations remain anonymous.

q) GHC will manage all transfer and tracking of donations.

r) The recipient must use all other paid leave benefits before using donated days. An individual may apply for donations prior to exhausting other leave benefits to ensure continuity but may not use any donated sick leave until other paid leave is exhausted.

s) Donated illness days will be accepted until the earliest of following: (i) The recipient has received the maximum number of donated illness days, (ii) twelve months from the start of the donation period, (iii) The recipient returns to work, retires, or separates from GHC.

t) Donated illness days may only be used to compensate the recipient for approved time off; unused donated illness days may not be "cashed in."

u) GHC shall convert any daily scheduled work hours difference between the donating employee and the recipient to the equivalent days based on the employee's daily work schedule at the time of the receipt of illness days.

v) The maximum number of illness days that a recipient may receive shall be limited to no more than one half of the number of paid days in the employee's regularly scheduled work year.

w) Donated illness days will be first applied to reduce and replace the half-pay illness balance on a day-for-day basis retroactively back to the first day of half-pay illness. Following the application to the half-pay illness days, donated days will be used to extend full pay illness days.

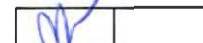
x) Donated days do not need to be used consecutively but must be used for the same catastrophic illness.

y) If a recipient returns to work before exhausting donated sick leave, the remaining donated sick leave will be placed in a reserve and become available for other eligible employees who may not acquire sufficient donated days to cover a catastrophic leave (provided the total number of donated illness days used does not exceed the limit above).

z) Employees are not eligible to accrue sick time while using donated sick time.

11.28 Holidays, Payment for Holidays. An employee shall receive pay in a regular assignment and for other holidays authorized by the Governing Board which are part of the employee's regularly assigned days, subject to the following conditions and exceptions:

a) If the employee has been in paid status during any portion of the last working day of the assignment preceding the holiday or during any portion of the first working day of the assignment following the holiday, provided that an employee



on a military leave of absence entitled to compensation shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law;

b) If the first day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the next following working day; or

c) If the last day of the employee's assignment basis is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

**ARTICLE XII
LEGAL SUPPORT AND PROPERTY LOSS**

12.0 Loss, Destruction, Damage, Theft and Vandalism. Employees shall be reimbursed for lost, damaged, destroyed, stolen, or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1,000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall GHC reimbursement exceed \$1,000, except that the GHC Governing Board may, upon application and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below. GHC shall pay the cost of replacing or repairing:

a) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches, or clothing) damaged or stolen in the course of duty without fault of the employee; or

b) The loss (from theft, damage or destruction by vandalism, burglary, or arson) of personal property used in the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or

c) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other GHC premises or the site of authorized GHC activities; or

d) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

e) Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

f) No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

g) Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

h) A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with GHC within 60 calendar days of the loss.

i) In the event the employee receives payment from GHC pursuant to this section, GHC shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

j) If GHC denies a claim, an employee seeking review must choose between filing a grievance pursuant to this Agreement or processing an appeal to the GHC Governing Board.

12.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle. GHC shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is properly



authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.

a) In instances where student transportation is not available through routine sources such as parents, GHC transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.

b) Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.

c) The responsibility of GHC with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in this Article.

d) Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement.

ARTICLE XIII ACADEMIC FREEDOM AND RESPONSIBILITY

13.0 Lesson Content. In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion.

a) is appropriate to the age and maturity level of the students;

b) is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and

c) is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias, or partisanship.

13.1 Guest Speakers. Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

a) competency of the proposed speaker to address the proposed subject, including the speaker's experience, training, and expertise;

b) the educational value of the proposed program or address; and

c) whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in this Article. If the proposed guest speaker meets all of the criteria of a and b except c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).

13.2 Appeal Procedure. If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other GHC administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing. The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the



CEO/Superintendent. This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under the Evaluation Procedures and Employment Status and Discipline/Dismissal articles of this Agreement.

13.3 Ownership of Materials and Publications. Unless otherwise provided by a separate contract, the respective rights of an employee and the GHC as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

a) If the materials were developed by the employee as a project commissioned by GHC, or in fulfillment of a specific job assignment, the materials are the exclusive property of GHC. (e.g., a course outline developed by a teacher on special assignment for that purpose).

b) If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but GHC shall be deemed a licensee (without fee) for purposes of internal GHC use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to GHC).

c) If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of GHC resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or a teacher writes a textbook on her/his own time, drawing upon prior GHC experience).

d) Before an employee or the GHC utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of GHC and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b, and c above.

13.4 Determination of Grades. The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by GHC except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current GHC grading policies, procedures and criteria adopted in accordance with Education Code Sections 49066 and 49067. A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of this Agreement.

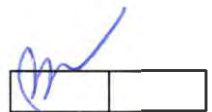
ARTICLE XIV WORK STOPPAGE

14.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:

a) Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone, or participate in any strike, slowdown, or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown, or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and

b) 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.

c) Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures.



**ARTICLE XV
NON-DISCRIMINATION**

Pursuant to applicable Federal and State laws, GHC and UTLA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, disability, or political or UTLA affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

**ARTICLE XVI
EMPLOYMENT STATUS, DISCIPLINE AND DISMISSAL**

16.0 Employee Classifications, Probationary Employees. The probationary period for certificated employees at GHC shall be four (4) years of consecutive and complete service. To begin probationary status at GHC, an employee must hold a preliminary credential or higher. GHC reserves the right to grant permanency earlier in compelling circumstances at the sole and unreviewable discretion of the CEO/Superintendent. A complete year of probationary service is defined as active, full-time service for at least 82 percent of the total annual work days for the position.

a) Notice of non-reelection from probationary employment shall be provided by the CEO/Superintendent no later than June 30 for Probationary-1 unit members, and no later than May 15 of each subsequent and complete school year of probationary service. Probationary employees may be non-reelected without cause. As a courtesy, in cases when non-reelection occurs in the first year of probationary employment, the CEO/Superintendent should provide notice by May 15 of the school year.

b) Unit members who resign from employment at GHC and return thereafter to employment at GHC must recommence employment as a probationary employee or less.

16.1 Permanent Employees. Following completion of GHC approved Induction Program and/or the holding of a professional clear credential, the employee shall be deemed eligible for permanency with all attendant rights following the completion of the probationary period or a recommendation by the CEO/Superintendent or designee to exit earlier the probationary period. GHC will pay for any and all fees and tuition associated with its approved induction program.

16.2 University Intern. For University Interns serving at GHC, such employees serve solely pursuant to an employment contract. Time served during the University Intern status shall not count toward probationary status and any and all rights associated with a University Intern shall be pursuant to the employment contract. Such contracts may be non-renewed without cause. However, if during the school year such an employee is to be released, such release shall be supported by a reasonable cause.

16.3 Granting of Probationary Contracts. Except as expressly limited hereinafter, GHC shall determine the teaching or service fields in which probationary contracts shall be granted, the number of such contracts to be granted, and the employees who qualify in the teaching or service fields.

16.4 Part-time (half-time or less) contracts may be offered in the regular TK-12 program. The total number of part time employees shall not exceed a maximum of 10 percent of the certificated unit.

16.5 Temporary contracts of up to one school year in duration may, in the discretion of GHC, be offered to candidates in shortage fields due to (a) lack of recency in teaching experience, (b) pre-employment evaluations which fall just below probationary contract levels, At the end of their temporary contract these employees will be notified as to whether they are to be granted probationary status for the ensuing year.

a) Temporary personnel may be employed on an at-will basis to fill a position of a regularly employed person absent from service.

b) Temporary personnel may participate in the health and welfare plans or other fringe benefits of GHC consistent with all applicable plan conditions.



16.6 Pre-disciplinary Matters. Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official personnel file or used as part of a formal disciplinary action, suspension, or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document, if challenged, should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

a) Unit members shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

16.7 Notices of Unsatisfactory Service or Act, and Suspension. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records, and assistance provisions of the Evaluation Procedures article of this Agreement apply.

a) The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.

b) A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.

c) When imposing discipline or when giving reprimands, warnings or criticism, confidentiality, and privacy appropriate to the professional relationship shall be maintained.

d) When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.

e) Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce and immediately confirm it in writing on the appropriate GHC form. The above meeting may, in which emergency situations require immediate suspension, be held as soon as possible after the suspension has begun. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the School.

f) Notices of Unsatisfactory Service or Act are grievable under the Grievance Article of this Agreement. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the CEO/Superintendent shall be delivered within three days of receipt of the form. Within three days after receipt of the employee's notice of appeal, the CEO/Superintendent shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration,



notify the School in writing of its intention. UTLA and the School shall select an arbitrator, and the dispute will then be calendared for arbitration. If at any of the above steps the UTLA does not appeal as provided above, the discipline shall be considered final.

g) After the School has taken formal disciplinary action against an employee, and upon request of UTLA, the School shall furnish UTLA with a copy of any written statements taken of students relating to the matter. The School shall not be permitted to have a student witness testify at an arbitration hearing unless UTLA has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The School shall give UTLA written notice of its intention to call the witness and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the school interview. If the interview is not done jointly, UTLA's interview shall be in the presence of a non-involved person acceptable to both UTLA and the school, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

h) Any of the disciplinary measures referred to above may be imposed independently of the school's evaluation procedures, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a precondition for a statutory suspension/dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

16.8 Dismissal Procedures. For cases related to unsatisfactory instructional/teaching performance, dismissal procedures shall follow those procedures outlined in the Education Code for remediation, correction, and dismissal. For cases not related to unsatisfactory instructional/teaching performance, but rather involving gross misconduct, GHC may elect to utilize dismissal procedures subject to and based upon just cause and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of GHC and, if appealed in writing, is subject to binding arbitration as defined in the Grievance Article. If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.

16.9 Accountability for Individual Bargaining Unit Member Quality. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of instructional performance and delivery of other services, employees who receive a Notice of Unsatisfactory Service or "below standard" evaluations shall be deemed ineligible for service or entitlement to the following at the sole and unreviewable discretion of the CEO/Superintendent:

- a) Mentor Service;
- b) Part-time out of classroom positions;
- c) Department chair, instructional advisor, and other department or school leadership positions;
- d) Committee membership;
- e) Summer session and/or intersession;
- f) Academic, activity, and athletic positions with corresponding differentials;
- g) Permissive leaves;
- h) Auxiliary periods and other auxiliary services involving extra pay for extra work.

16.10 Suspension or Reassignment Due to Mental Incompetence. The school shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures found in this Agreement.



16.11 **Arrest Procedures.** Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.

16.12 In accordance with Education Code Section 44950 and 44950.5, the school may utilize such provisions when any employee is charged with offenses as enumerated therein.

16.13 **Procedures Relating to Alleged Child Abuse.** When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

- a) As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).
- b) Exceptions to the above may be made at the official request of the city, county, or state law enforcement agency responsible for the matter or with the approval of the CEO/Superintendent, the employee, and the parent/guardian.

16.14 **Discipline and Dismissal, Access, and Response to Critical Material in Personnel Files.** When the School receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

- a) If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the School's receipt of the document. The document shall not be either placed in the personnel file or retained by the School unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
- b) If the document came from school personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections including the notice to the employee, shall be applicable.
- c) Exempt from disclosure to the employee are documents which (1) are references obtained from outside the school or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.

ARTICLE XVII REDUCTION IN FORCE

17.0 **Reductions in Force, Order of Termination.** GHC shall determine the teaching or service fields in which a Reduction in Force shall be affected, or, alternatively, GHC shall determine to affect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by GHC. If GHC determines to affect a Reduction in Force in certain teaching or service fields, GHC may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be as set forth in this Agreement. If GHC determines to affect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, and if it exempts all presently serving employees in a shortage field, it may exempt some or all employees authorized by credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, GHC may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is "presently serving" in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day.

- a) The order of termination within a teaching or service field in which a Reduction in Force is affected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then University/Individualized Interns, then GHC Interns, then Conditional employees, then Probationary-1 employees, then Probationary-2 employees, then Probationary-3 employees, and finally Probationary-4 employees. Ties shall be broken by using the seniority number as described in this Agreement.

17.1 Notices of Termination. A probationary employee subject to termination shall be provided written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file in GHC's computer system as of the date of mailing or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. The notice may provide other information such as the basis for the Reduction in Force and the likelihood of reemployment in the future. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Governing Board authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.

17.2 Seniority Date. For the purposes of this Article an employee's seniority date shall be determined by the employee's initial probationary service date as defined in the Employment Status and Discipline/Dismissal Article of this Agreement. Such service date shall not include any beginning date of substitute service which was later deemed to be probationary service. If the service date for two or more affected employees is the same, the date of the Probationary One executed contract date will determine the employee's seniority date. If the executed contract date for two or more affected employees is the same, a coin toss or random drawing will be used to determine the employee's seniority.

17.3 Reduction in Force Defined. For the purposes of this Article, a Reduction in Force is defined as a reduction in the number of probationary employees in a teaching or service field so that the number of permanent and probationary employees in that teaching or service field at the effective date of the Reduction in Force does not exceed the number needed in the class. The basis for a Reduction in Force shall be limited to the following:

- a) reductions in program offerings;
- b) returns from leaves of absence;
- c) actual or anticipated declines in student enrollment;
- d) reductions in off-norm positions, including Specially Funded positions;
- e) reductions in non-classroom positions;
- f) reductions in permanent certificated positions;
- g) changes in class size as indicated in the Class Size Article of this Agreement.

17.4 Re-employment List. Separated probationary and permanent employees due to a reduction in force shall be placed on a GHC Re-employment List for a period of 39 months from the last day of paid contract service with GHC. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, GHC Intern, or conditional status.

17.5 Order of Re-employment. Subsequent to a Reduction in Force, if GHC determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate GHC Re-employment List as follows:

- a) Individuals who were permanent employees shall be made offers of re-employment first, followed by Probationary-4, then Probationary-3, then Probationary-2, and finally Probationary-1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;
- b) If an offer of re-employment is not accepted, the individual's name shall be removed from the GHC Re-employment List;

c) Individuals re-employed from the Re-employment List shall be placed in the status and salary to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

17.6 Special Services Salary Table, Termination or Reassignment. Employees serving in other than substitute status in positions paid on the Special Services Salary Table shall be subject to termination or reassignment to a lower class, if such exists, due to a reduction in force as follows:

a) The order of termination or reassignment shall be by status beginning with University/Individualized Intern status employees, then Probationary-1 or Qualifying-1 status employees, then Probationary-2 or Qualifying-2 status employees, and finally Probationary-3 or Qualifying-3 status employees, and finally Probationary-4 or Qualifying-4 status employees. Within each status employees with the latest class seniority date shall be terminated first after University/Individualized Intern status employees. Ties shall be broken by using the aforementioned method found in this Article.

b) Employees affected by a reduction in force under this Section will be reassigned to the highest classification previously held, if such exists, or to positions for which they are certificated and qualified as determined by GHC, or terminated if such employees are not certificated and qualified for any position. Such employees will displace employees with lower seniority in that classification, provided that such displacement shall not result in the termination from GHC employment of an employee who has greater GHC seniority.

17.7 Employees terminated under this Section may be re-employed in the former higher class as follows:

a) Individuals who were Probationary-4 or Qualifying-4 employees shall be made offers of re-employment, followed by Probationary-3 or Qualifying-3 followed by Probationary-2 or Qualifying-2 and Probationary-1 or Qualifying-1 employees respectively. Within each status the individuals with the same class seniority date shall be re-employed in the inverse order of their termination;

b) For purposes of this Section a class seniority date shall be the date upon which service was first rendered in probationary or qualifying status in that class. Such service shall not include any substitute service which was later deemed to be probationary or qualifying service.

17.8 Reduction-in-Force for Counselor, Elementary School. In the event of a reduction-in-force in the classification of Elementary School Counselor, such employee shall be terminated from that class and reassigned according to the provisions of this Article.

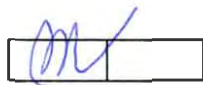
17.9 Reduction-in-Force for Secondary Counselors. It is understood that all secondary counselor positions are currently filled with either of the following:

a) by employees who have both a PPS credential and a teaching credential (the "counselor-teachers"), who have been assigned to a counselor position on a "limited ongoing" basis with earned seniority as teachers; or

b) by employees who have solely a PPS credential (the "PPS- only counselors"), who have earned seniority only as counselors.

c) Without affecting in any other way, the rights of GHC to select, assign and reassign counselors pursuant to this Agreement, for any other reason not prohibited by this Agreement, it is agreed that solely for purposes of GHC-wide RIFs of counselors GHC shall not use its reassignment rights to avoid layoffs. GHC shall instead place all employees then serving as secondary counselors (without regard to whether they have credential rights in other fields) on a single seniority list, and then reduce the counselor ranks as required pursuant to the Education Code and/or this Article. Thus, those counselors with the most recent GHC seniority date will be reduced first, and whatever bumping rights they may have into other classifications will be determined by Code, seniority, and credentials.

d) It is understood that all GHC-wide RIFs of secondary counselors will continue to be handled pursuant to statutory procedures and/or the procedures of this Article, and the above agreement covering counselors is not intended to add to or



change the statutory and contractual jurisdiction for such cases, but is instead intended solely as a restriction upon GHC assignment/reassignment rights in the limited context of implementing a GHC-wide RIF.

17.10 Probationary employees shall be entitled to re-employment rights as established by the authority (Education Code or this Article) under which the termination was affected. Subsequent suspension of this Article shall not adversely affect re-employment rights to which the employee was eligible at the time of termination.

ARTICLE XVIII HEALTH AND WELFARE

18.0 **Full-time GHC Unit Members.** GHC provides employer-paid health benefits to eligible unit members. All full-time employees assigned to work 30 hours or more per week are eligible for employee benefits. Once enrolled, benefits will be effective the first day of the month following the date of hire. Eligible dependents include one's legally married spouse and children (including step-children and adopted children).

18.1 UTLA shall be furnished with a copy of the current Plans and Plan summaries; GHC shall notify UTLA of any proposed Plan changes promptly upon receiving notification of same from the carriers.

18.2 **Bargaining over Health and Welfare Plans.** The parties recognize that plan offerings or benefits do change from time to time. Should GHC or UTLA determine that the cost or changes to a plan constitute a change to working conditions, either party may request to bargain.

18.3 **Part Time Employees.** A part time employee who works fifty percent or more shall receive paid health benefits prorated to the hours of paid service provided the employee contributes the balance of the full cost of the benefits. A part time employee whose assignment is less than fifty percent does not qualify to participate in the School's health benefits plan.

18.4 In situations where employees are married to one another and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce or upon the retirement or death of the spouse, lose any rights the employee would otherwise have had as an eligible employee.

18.5 **Dual coverage for spouses or qualifying domestic partners in GHC on a voluntary basis.** If both spouses are GHC employees and each is covered both as an employee and as a dependent, GHC will pay \$1,000 to them if they agree to accept coverage under the same plan (one as an employee and the other as a dependent). If the GHC employee agrees to waive coverage under the GHC plan and accepts coverage solely under a plan of the spouse's employer (not GHC), GHC will pay \$1,000 to the employee.

18.6 It is the responsibility of the employee to notify GHC immediately regarding the termination of his/her marriage or domestic partner relationship. The employee must submit the documentation of termination within thirty (30) days.

18.7 GHC does not provide employer-paid health benefits for retirees.

18.8 **Enrollment.** For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment shall submit application for enrollment immediately upon hire.

- a) Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans immediately upon hire.
- b) Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Human Resources Department before the end of the 30-day period.
- c) The following documentation is required to add dependents:

- Legal Spouse:

Registered Marriage Certificate;



AND page 1 of last year's filed Federal Tax Return (1040, 1040A or 1040EZ) that includes the spouse's name;

- Domestic Partner:

Registered Domestic Partnership documentation from the State of California;

- Biological Child:

Birth Certificate;

- Stepchild:

Birth Certificate;

AND page 1 of last year's filed Federal Tax Return (1040, 1040A or 1040EZ) listing the stepchild as a dependent;

- Legally Adopted Child or child for whom the employee has been appointed legal guardianship by a court of law:

Court documentation signed by a judge verifying legal custody of the child;

- Child over 19, to age 25:

In addition to the appropriate documents listed above, proof of full-time student status is required at least annually to maintain dental and vision coverage.

- Disabled Child:

A Medical Certificate of Disability from the medical plan; AND Birth Certificate. Disabled adult children will only be covered if they were enrolled prior to reaching the age of 19.

18.9 An employee whose spouse/domestic partner is also a GHC employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for GHC or domestic partners who both work for GHC may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

18.10 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefits plans, dental plans and/or vision care plans. GHC's Health Insurance Section shall establish and announce the date of said open enrollment period.

18.11 **Continuation of Enrollment.** With respect to the hospital- medical-, dental- and vision-care plans, if an employee is in an unpaid status and not eligible for GHC contribution, the employee may arrange for continuance of enrollment under COBRA

18.12 **Life Insurance.** For the GHC-paid life insurance plan, all eligible employees are automatically covered. A beneficiary should be named in the employee benefits portal.

18.13 Eligible employees may enroll in the employee-paid life insurance plan up to the non-medical maximum amounts without evidence of insurability provided that a completed application is received by GHC no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Application for the employee paid life insurance shall be processed to provide coverage according to the acceptance of the life insurance company.



18.14 Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage. Dependents eligible above may be enrolled without evidence of insurability up to the non-medical maximum amounts in the following circumstances:

- a) An application for such coverage is made simultaneously with the employee's initial enrollment.
- b) The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by GHC within thirty (30) days of the acquisition of such dependent(s).
- c) Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Human Resources Department before the end of the thirty (30) day period.

18.15 With respect to GHC-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment.

18.16 **Termination of Enrollment.** The enrollment of an employee shall terminate:

- a) For failure of the employee to make direct payment as provided in this Article, in which case coverage shall terminate at the close of the month for which the last premium was paid;
- b) At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;
- c) Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective, except for GHC paid life-insurance in which case coverage shall terminate on the date the employee ceases to be employed;
- d) In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the GHC-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and
- e) For GHC-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

18.17 It shall be the responsibility of the employee or the dependent to notify GHC of a divorce, or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided GHC.

18.18 **COBRA.** Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under GHC's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under GHC's health and welfare plans.

- a) The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by GHC for active employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

18.19 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from grievance and arbitration provisions.

18.20 If any premium is refunded by a Plan carrier/administrator, it shall be retained by GHC, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

18.21 The controlling documents regarding all health plans are the applicable contracts between GHC and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under the grievance procedures of this Agreement.

18.22 **Section 12.5 Plan.** GHC will continue the IRS Section 125 Plan at no expense to GHC.

18.23 **Option for Eligible Retirees to Purchase GHC Health Benefits through the School's Group Plan.** GHC offers eligible GHC retirees several options to purchase health benefits coverage (through the School's group plan) upon retirement, depending upon the age of the retiree and years of full-time service at GHC. Retirees under age sixty-five (65) may continue in the School's group plan at their own expense until age sixty-five (65) or eligibility for Medicare, whichever occurs first.

a) **Eligibility Requirements.** The following eligibility requirements apply to applicants:

- **Retirement from STRS or PERS.** The retiree must have retired with the STRS or PERS retirement system immediately following their resignation from GHC and be under the age of sixty-five (65).
- **Fifteen (15) Years of Continuous Service.** The retirees must have at least fifteen (15) years of full-time continuous service at GHC immediately prior to retirement from GHC to be eligible.

18.24 **Conditions for Participation in GHC Retiree Benefits Plan.** The following conditions shall apply to all participants:

- **Coverage terminates at age sixty-five (65) or upon eligibility for Medicare.** The option to continue to purchase coverage as a retiree (or spouse of retiree) under the age of sixty-five (65) may continue until the retiree or spouse reaches the age of sixty-five (65) or is eligible for coverage under Medicare.
- **Spousal Eligibility through COBRA.** In the event that the retiree dies or reaches age (65), the spouse and eligible dependents may purchase continuing coverage under COBRA rules for up to eighteen (18) months thereafter. If the spouse of the retiree reaches age sixty-five (65) before the retiree, the option to purchase coverage for the spouse will cease.
- **Participation Must Be Uninterrupted.** Participation in the GHC plan must be uninterrupted. If there is a break in coverage due to non-payment of monthly premiums or termination of coverage, the retiree (and spouse/dependents) will not be eligible to re-enroll in the GHC plan.
- **Limitations on Plan Choice:** Eligible retirees who choose to participate in any of these plans must remain on the same plan choice in retirement that was selected at the last open enrollment period prior to retirement. The eligible retiree will be able to make available plan changes during the next scheduled Open Enrollment period or an eligible significant life event change. Coverage for any of the plans (medical, dental and vision care) is optional and can be purchased in any combination.



ARTICLE XIX
SALARIES AND SALARY POINT CREDIT

19.0 Minimum Requirements for the Certificated Salary Tables. The ways in which minimum requirements shall be met for the Certificated Salary Tables are a bachelor's degree conferred upon completion of a standard four-year college course, and possession of a regular California teaching, PPS, or health services credential.

19.1 Rating-in of Employees Serving Under Regular Credentials. Employees serving under regular credentials who are assigned to positions paid on the Certificated Salary Table Schedule shall be allocated to the table as follows. Schedule placement shall be in accordance with point totals set out in this Article. The step placement shall be determined from the following table up to a maximum of Step 15.

19.2 Allocation to and Within the Certificated Salary Table. New, current, or former employees who are elected to a classification paid on the Certificated Salary Table or whose classification or status on such tables is changed shall be allocated as follows:

- a) Teachers in University Intern, Provisional, and Waiver status will be paid on the First Row of Certificated Salary Table as noted on the Table.
- b) When an employee is both a current and former employee, the allocation will be used that is to the employee's advantage.
- c) The former step for a former employee shall include earned step advancement not granted.
- d) No allocation shall be to a higher rate than that provided by the maximum step and schedule number, plus appropriate differentials, for the classification to which the employee is assigned.

19.3 Allocation to the First Row of the Certificated Salary Table, Rating in of Employees Serving Under Alternative Certification. Employees serving under alternative certification (e.g., provisional, university interns) shall be allocated to the first row of the Certificated Salary Table as follows:

- a) Except as provided in Section c below, the maximum rating-in schedule shall be Column 3.
- b) Minimum requirements are the same as for probationary employees paid on the Certificated Salary Table. Credit for the types of approved experiences shall be allowed on the same basis as for new probationary employees.

19.4 Rating In. The provisions concerning the filing of rating-in papers shall be the same as for probationary employees.

19.5 Rating-in for Approved Training and Experience. Rating-in for approved training and experience for employees paid on the Preparation, Salary Tables shall be authorized in accordance with the following provisions:

- a) New employees in a position on the Certificated Salary Tables shall be elected to the minimum step and schedule applicable to the class in which the employee is to serve pending approval for advanced step and/or schedule placement.
- b) Rating-in above the original placement shall be permitted only in accordance with the following conditions:
 - A rating-in claim for credit for previous training, degree, and/or experience must be filed on the proper forms with official verifying documents attached.
 - The date that the rating-in claim is filed is the date that it is received by GHC. The effective date of an advanced step and/or schedule placement and/or degree differential depends upon the filing date of the rating-in claim and verifying documents according to the following Table, but in no case earlier than the effective date of election:
- c) If an employee files a protest of the evaluation of a rating-in claim and additional credit is allowed, any salary adjustment shall be retroactive to the effective date of an allowance based on the original claims.
- d) If an employee has filed a rating-in claim, subsequent rating-ins shall be based upon records on file at GHC.

e) A new employee who has filed a rating-in claim may file additional supplemental rating-in claims for coursework and/or experience acquired prior to initial employment; however, such claims will be evaluated in accordance with provisions in effect at the time the claims are filed. Allocation to a higher step and/or schedule or allowance of a degree differential on the basis of a properly filed supplemental claim shall become effective at the beginning of the employee's next pay period following the filing date.

f) Previous training and experience are defined as training and experience completed before the effective date of any election for which rating-in is provided. In order to receive rating-in credit for a degree, the degree must have been granted or there must be satisfactory evidence that all requirements for the degree were completed and of eligibility to receive the degree prior to the effective date of election.

19.6 Approved Experience. New contract employees assigned to positions paid on the Certificated Salary Tables shall be allowed credit for the types of paid experiences which are listed below, for the purpose of allocation to the salary schedule, provided that proof of such experience has been submitted, and that no more than one year of credit may be granted for experience acquired during any one school year. Qualifying experience involving prior service shall be limited to assignments of one semester or more. Credit may be granted for GHC experience, including substitute service, during the year in which rating-in is effective. Subject to the above, the applicable experience is as follows:

a) Day school certificated experience in approved public schools and teaching experience in approved institutions of collegiate grade level.

b) Day school experience in approved elementary and secondary schools other than public schools, such credit not to exceed five years.

c) Non-Day School Certificated Experience may be granted for employees hired in shortage fields under the following conditions:

- All non-day school paid experience must reflect a direct relationship to teaching, provide evidence of the use of skills applicable to teaching, and have been full-time or the equivalent, to receive salary credit not to exceed five years;
- Additionally, pre-school or other early childhood education experience must have been in state accredited, state, or federal approved, or Early Education Center permit programs; and
- Special Education experience must also have been at work sites or in programs that were state certified, provided instructional rather than custodial care, or were receiver schools for public school students under provisions of Public Law 94-142.

d) Public adult education teaching experience. Credit is to be computed on the basis of four hours of classroom teaching as the equivalent of one day. No such credit shall be given for adult education experience on any date for which day school experience is given.

e) Experience as a School Nurse in an approved public school or experience as a Public Health Nurse in an approved public or private agency at the discretion of the CEO/Superintendent.

f) Experience as a professional Psychologist in an approved public or private agency at the discretion of the CEO/Superintendent.

g) Experience as a Social Worker in an approved public or private agency at the discretion of the CEO/Superintendent.

h) To receive credit under aforementioned sections, experience must have occurred after possession of an earned bachelor's degree.

i) To receive credit, previous experience must have occurred during the twenty-three years immediately preceding the election for which rating-in is provided.



j) A year of experience shall be defined as active paid service for at least 82% of the unit member's assigned work year during a calendar year for other experience, with the following exception:

- Qualifying experience involving prior service shall be limited to assignments of one semester or more.

19.7 A former employee who re-enters service from the last date of paid service on the same or equivalent salary schedule shall be rated-in in accordance with provisions of this Article. For all other purposes, including status, tenure and seniority date, the employee shall be treated as a new hire.

19.8 **Column Advancement.** An employee not on the maximum column of the schedule shall receive a column advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:

a. **Pay Period Rate Schedule.** To receive credit for a full year of service in order to advance on the salary schedule, a unit member must be in active, full-time service for at least 82 percent of the total annual works days for the position. For example, if the unit member's position requires 182 work days, he or she must serve at least 150 work days in order to receive credit for a full year served.

To reflect the fact that employees on Half-Time Assignments are working only half of the school year, annual salary schedule advancement will require two (2) consecutive years in active work status at least 82 percent of the total annual works days for the position. For those unit members who do not meet the annual percentage requirement in one year, the second year's percentage of time in active work status when aggregated with the first year's percentage shall allow for salary advancement if the aggregate of two consecutive years equals 82 percent.

19.9 **Schedule Advancement and Degree Differential.** Schedule advancement will be granted provided the total point credit meets requirements for schedule advancement, and the point applications and verifications have been properly filed in accordance with established regulations and procedures.

- a) For employees whose base salaries are set by the Certificated Salary Tables, and employees included in this Article,
- b) For employees paid on the Certificated Salary Table, and employees included in this Article, the effective date of the schedule advance will be the beginning of the employee's first pay period which begins after (1) the required points were submitted and verified.
- c) The date that a point application is submitted is the date that it is received at GHC.
- d) The same requirements for completion of study, filing of proper application form, and effective date of differential shall apply to the degree differential as for schedule advancement. In order to receive a degree differential, the degree must have been granted, or there must be satisfactory evidence that all requirements for the degree have been completed and of eligibility to receive the degree.
- e) Subsequent step advancements on the schedule for the employee's classification shall be made in accordance with the provisions of this Article.

19.10 **Eligibility for Degree Differential.** An employee is eligible for placement on the Masters or Multiple Advanced Degrees/Doctoral Salary Table under the following conditions:

- a) Possession of an earned master's degree or other equal advanced earned degree of at least equivalent standard granted by an accredited institution of higher learning or earned degree of at least equivalent standard granted by a foreign university, the equivalency of any degree being determined by GHC; or
- b) Possession of an earned degree of Doctor of Philosophy or other earned degree of equivalent standard, the granting and equivalence according to the provisions of subsection "a" above; or



c) Possession of an earned professional doctor's degree or other degree of equivalent standard granted by an accredited institution of higher learning, provided that:

- The requirements for the above degree include the completion of a three-year doctoral or equivalent program in the professional field in which the degree is obtained.
- The employee has a baccalaureate or other earned degree of at least equivalent standard granted by an accredited institution of higher learning in addition to the professional degree specified above; and
- Satisfactory evidence that the degree has been granted or that all requirements have been met and that the employee is eligible to receive the degree must be filed according to the time limits and other point regulations.

d) Advanced degrees in areas that are not education related (e.g., Chiropractic, Juris Doctor) or applicable to the position held at GCH, will apply toward placement on the advanced degree salary tables, but the units earned toward this degree will not count for salary point credit, subject to review and approval by the CEO/Superintendent.

19.11 Hourly Rate. GCH shall use the following formula to determine the Hourly Rate for full time unit members:

Teachers: Yearly salary as posted on the salary table, divided by 206 days, working and holidays, divided by 6 hours per day.

Select High School Department Leaders: Yearly salary as posted on the Department Chair/Instructional Advisor salary table, divided by work paid days plus paid holidays as noted on salary table, divided by 7 hours per day.

Out of Classroom Staff: Yearly salary as posted on the salary table, divided paid work days plus paid holidays, divided by 8 hours per day.

19.12 Salary Differentials. A salary differential may be paid in addition to the employee's regular salary because of (a) extra assignments involving additional duties, (b) additional responsibility, (c) work location, or (d) the temporary assignment of different duties. Such differentials may be computed on a pay period, seasonal, semester, session, quarterly, daily, or an hourly basis. Nothing in this Section shall preclude an employee from performing such responsibilities and/or activities without receiving a differential. When the activity for which a salary differential has been received is discontinued, employees receiving such differential shall be continued on the salary schedule at their regular rate but excluding any other salary differential.

19.13 Degree Differentials. A degree differential is granted to an employee paid on one of the Certificated Salary Tables because of the holding of a master's, multiple master's, or doctor's degree. Such a differential is part of the employee's pay period salary rate. The differential is included with the regular salary in computing retirement or determining salary upon promotion.

19.14 Assignment Differentials. An assignment differential may be granted to school-based employees because of additional duties which are related to the basic assignment, but which require service in addition to the duties of the regular position. The assignment must involve working with students or performing duties specifically related to the assignment beyond the scheduled work day. The responsibilities of the assignment and the rate of pay shall be agreed upon in writing by the responsible administrator and the employee before the assignment begins. Such differential is not a part of the employee's regular pay period salary rate.

19.15 Part Time Employees. Part time employees who work a minimum of three periods will require two (2) years in active work status at least 82 percent of the total annual works for the position

19.16 Auxiliary Teachers. An auxiliary teacher is a secondary school teacher assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate (for teachers on the Certificated Salary Table: yearly salary, divided by 204, divided by 6) derived from their regular salary schedule placement. Auxiliary teachers shall be paid only for time actually served. Assignment as an auxiliary teacher may be terminated at any time.



19.17 Replacement Teachers. Replacement (coverage) service is service rendered by a teacher at a school in place of either a teacher or a library media teacher assigned to the same school who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class or library. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the regular hourly rate. Such pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by GHC. Replacement service shall be in accordance with the following provisions:

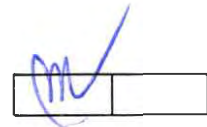
- a) Replacement service must be for class instruction or library media teacher service. The total number of hours in all replacement assignments for any one employee shall not exceed twelve per pay period. However, such limits on replacement service may be exceeded when it is in the judgment of GHC;
- b) Replacement service representing less than .1 of a full hour of compensation will not be reported for pay;
- c) An elementary level teacher shall receive one hour's pay for each 30 pupil-hours of replacement service rendered with regular elementary students or one hour's pay for each 15 pupil-hours of replacement service rendered with special education students. A secondary or secondary special education teacher shall receive one tenth of an hour's pay for each tenth of an hour of teaching for an absent teacher; and
- d) The rate of pay for replacement service for an absent pay period rate teacher shall be the replacement teacher's regular hourly rate.

19.18 Payroll Errors, Limitations Upon Recovery. Any payroll or other salary errors claimed by an employee against GHC in a timely manner as provided in the grievance procedure, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, GHC shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

19.19 Salary Overpayments. For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment within a two-year period. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment will be as much as the entire amount. In such cases, however, GHC will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

19.20 Prompt Correction. If GHC fails to issue a scheduled regular pay warrant or makes an error of \$100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, or the Human Resources Manager. GHC shall issue the Emergency Pay Allowance for approximately the amount of the error, and have it prepared for pickup at the School site the same working day the error is reported to GHC. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if GHC later determines that the employee was not entitled to keep the payment. This procedure is not available to cover step and schedule advancement, rating-in allocations, promotional adjustments and the like which normally take up to 60 days to process, nor is it lawful until the employee's initial employment assignment has been processed. Also, an Emergency Pay Allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen, or delayed. However, a replacement salary warrant will be issued (upon timely request) no later than seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the employee is under garnishment, tax liens, or other similar restriction, or when GHC has knowledge that the employee is in an overpay situation. GHC payroll staff shall be available on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

19.21 Payday. Paydays are the second business day of the month for the previous month's work.



19.22 **Annualized Pay.** Certificated payroll will be annualized and paid in eleven (11) equal monthly installments for those paid on the regular Certificated salary tables and twelve (12) equal monthly installments for those paid on one of the Extended Work Year salary tables.

19.23 **Mileage.** Mileage reimbursement shall be at the federally approved mileage rate at the time of usage.

19.24 **Employer "Pick-up" of Employee Contributions to State Teachers' Retirement System (STRS).** GHC shall implement the provisions of Section 414 (h) (2) of the Internal Revenue Code for all employees who are members of STRS. Under this program, employee contributions are designated as "employer" contributions for tax purposes only. The employee's STRS contribution will continue to be deducted at the rate determined by STRS. Taxes are paid only on the reduced salary amount (e.g. gross salary less STRS employee contribution). Taxes on the employee's retirement contributions are thereby deferred until retirement or withdrawal from STRS. Typically, this program will result in an increase in take-home pay for STRS members.

19.25 Credit for coursework which does not meet the minimum standard requirement for contact hours with the instructor or the requirement for outside preparation, will be pro-rated for salary advancement purposes provided it meets all of the requirements of this Article. For example, a course for which a university awards one semester unit, but which has only twelve (12) contact hours, will be credited as .8 semester units for salary advancement purposes.

19.26 **Point Credit for Study Completed Prior to Effective Date of Assignment.** Point credit may be allowed for successful completion of Professional Development point project courses prior to the effective date of assignment to the Certificated Salary Table provided that the employee concerned either:

- a) Was a certificated employee of GHC during the period of project attendance; or
- b) Prior to the enrollment in a project had filed with GHC an official acceptance of an offer of employment for a certificated position.

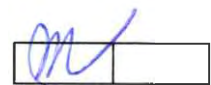
19.27 **Staff Training Rate.** The Staff Training pay rate is fifty dollars (\$50) per hour.

19.28 **Professional Learning Plan and Salary Point Credit.** Ongoing study supports the development of a high-quality instructional program at Granada Hills Charter, the needs of individual teachers, experienced, new to Granada, and/or to the profession:

a) **Salary Point Credit and Distribution.** Subject to the limitations described below and in any other direct agreements between the parties, credits for salary advancement will be awarded for university level coursework and rigorous professional development experiences that enhance the knowledge and or skills of UTLA bargaining unit members. Bargaining unit members must submit a Salary Point Form (U Form) to the CEO/Superintendent or designee for pre-approval in order to determine that the course is acceptable. Failure to secure pre-approval may delay or negate the awarding of salary points. Course pre-approval is not equivalent to salary point approval. Salary point approval takes place after a final course transcript has been submitted and the salary point credit has been verified. It is the responsibility of the unit member to ensure the course has not been repeated and to monitor the number of allowed units according to the approved guidelines. Unit members may confirm their current salary point allowance on file with the Human Resources Department. If the submission is rejected, the teacher may consult with the UTLA Chapter Chair or designee who in turn may discuss possible resolution with the CEO/Superintendent. The CEO/Superintendent shall make a final decision.

b) The maximum number of semester units reflected in the GHC Teacher and Out of Classroom Extended Year Salary Tables is 84.

c) **Salary Point Definitions.** One salary point is awarded for approved course work for every 15 hours of contact time, with one hour of preparation, of outside study, or implementation for each hour of class. One salary point is awarded for approved course work for every 30 hours of contact time with no outside preparation, study, or implementation time required.



d) Employees may earn up to 42 salary points in the Type 1 learning.

e) There are no limits on salary points in the Type 2 learning.

- **Type 1 Learning.** Units in this category are university or other courses that address general or specific education topics (i.e., classroom strategies, management, methodology) including professional development related to California's State Standards and Frameworks, Common Core Standards (general or content-specific), Next Generation Science Standards, Advanced Placement or International Baccalaureate training, training in instructional technology, or other State or Federal Initiatives, and undergraduate or graduate courses that do not lead to a degree in the subject taught/position held.

- **Type 2 Learning.** Units in this category are courses contained in CTC-approved Credential Programs relevant to GHC or subjects taught, positions held or sought as well as courses contained in a university degree program or certificate relevant to GHC or subjects taught, positions held or sought.

Microcredentials (Type 2 learning). To be approved, the microcredential(s) must be performance-based, delivered through an approved vendor, focused on content directly related to improving instruction and/or addressing areas of growth in the school's instructional program, where evidence of implementation is provided, and not be part of a plan, agreed upon with an administrator, as recommended support as part of the evaluation process. The unit value will be determined by the provider but must meet the salary point definition described above. Examples include: Bloomboard.com, DigitalPromise.org National Education Association, nea.certificationbank.com, which is free to members. Additional programs can be added upon approval of the GHC-UTLA and the CEO/Superintendent.

GranadaU (Type 2 learning). The Office of Instruction will begin offering stand-alone modules that address Core Areas of Instruction. Each module will follow the microcredential model, be performance based, and require evidence of application of content in the teacher's class through the production of artifacts. Each module will be designed to meet the salary point definition described above. Currently, Core Areas of Competency include Creating a Warm and Nurturing Environment (using Capturing Kids Hearts), Instructional Design using UbD, Effective Classroom-Based Intervention, Integrating Equity and Multiple Perspectives in Instruction, Effective Assessment and Data Analysis to Drive Instruction, Universal Design for Learning.

No salary point will be granted for courses where the teacher was assigned to complete the module for one of the following reasons: as part of professional development scheduled during school time, as part of a remediation plan, or as part of an agreed-upon plan of support as part of the evaluation process.

19.29 National Board Certification. For all certifications received after July 1, 2013, a Level 6 differential shall be awarded. Recertification shall not be required in order to retain the Level 6 differential.

19.30 Certificate programs equivalent to National Board Certification. To be approved, the certification must:

- Be delivered by a recognized university, government agency, or national organization that supports high-quality learning and professional development;
- Have a content focus that directly supports instruction in the classroom and addresses an identified instructional goal for GHC;
- Be performance-based or requires evidence of implementation;
- Require time commitment equal to multiple degree-based college courses;
- Current Examples include Mind Brain and Teaching certification (Johns Hopkins), Equity Educators Certificate (USC), Teachers for the Global Classroom Program (Fulbright). Additional programs may be added with the approval of GHC-UTLA and the CEO/Superintendent.

19.31 Licensure equivalent to National Board Certification. Out of classroom members whose job does not require a license as a psychotherapist (LMFT, LCSW, LPCC, Licensed Psychologist, Psychiatric/Mental Health Nurse) qualify for a

stipend equivalent to the stipend for National Board Certification. In order to receive this stipend, these members may be assigned duties related to their licensure within the scope of the eight-hour on-site obligation. Compensation is equivalent to the stipend for National Board Certification.

19.32 Programs that are equivalent to an advanced degree may be considered for placement on the master's or doctoral/multiple advanced degrees table in lieu of a master's degree or doctoral/multiple advanced degrees.

19.33 **Advanced Degrees.** This language for placement of new members on the Doctoral/Multiple Advanced Degree tables shall sunset upon the adoption of a new salary table (see above) or by the end of this agreement whichever comes first. Unit members may begin the approved degree program at year fifteen (of full-time public-school service) or beyond, and after the adoption of this agreement, have up to three years to complete the program. Tables designed for members with doctoral degrees shall be renamed, Doctoral/Multiple Advanced Degree tables. Accordingly, members who earn a second master's degrees from a regionally accredited college or university, after fifteen years of service in a public school, and after the adoption of this agreement, and in one of the following areas shall be placed on one of the Doctoral/Multiple Advanced Degree tables, as appropriate:

- Degrees that build academic content knowledge within any credential area;
- Degrees in education, teaching, or student service;
- Degrees in human and/or organizational service, development, and/or leadership.

19.34 Classes may not be repeated for salary points unless the subject matter of the course has changed. If the subject matter of the course has changed, a course may be repeated for salary points every five years.

19.35 Half credit will be awarded if registration is paid by the school when programs are held during hours that the employee is not assigned (after school, on weekends, during breaks). Credit will not be allowed for coursework or professional development experiences if the employee is paid to attend (during regular school working hours).

**ARTICLE XX
SUMMER SCHOOL**


20.0 **Traditional Summer School, High School and TK-8.** Traditional Summer School positions are dependent on student enrollment through the duration of the program. For the traditional Summer School Program, the following conditions apply:

a) **Work Day, Hours, and Duties:** Typical classes are in blocks of approximately two, four or six hours, but may be modified based on program and/or student needs. Summer school teachers shall report to work each day at least ten (10) minutes before their first class begins and shall remain on site for at least ten minutes after dismissal of their last class. Summer school teachers are required to perform reasonable pupil supervision duties and other professional obligations, as assigned and noted in this Article. Supervision rate of pay shall be at the staff training rate.

b) **Compensation.** Teachers in the program will be compensated at the regular hourly rate multiplied by 1.09224, which includes payment for a weekly one (1) hour staff meeting and if there is a need, one and one half (1.5) hours of collaboration or on- or off-site preparation time. Additional staff meetings may be required at the staff-training rate. Required orientation will take place before the session begins at the staff training rate.

c) **Selection Criteria and Process.** Teachers must, at a minimum, possess the following:

- CCTC authorized credential or authorization (i.e. ESSA, subject matter competency) to serve students in the class(es) offered;



- Demonstrated ability to work successfully with students, including students who are struggling and/or students in accelerated courses;
- Demonstrated record of meaningful collaboration with other GHC staff to improve teacher practice and student performance;
- Positive performance reviews;
- Preferred teaching experience in the class being offered.
- A joint recommendation from the Administrator, Department Chair and UTLA designee to the CEO/Superintendent. The CEO/Superintendent shall make a final decision.

d) Like auxiliary period teaching assignments, selection of unit members for summer school is not subject to grievance.

20.1 High School Summer Transition Academy. Summer Transition Academy focuses on orienting and readying in-coming high schoolers to GHC, providing instruction in math (critical thinking and problem-solving skills) and English Language Arts (critical reading, writing, research, and study skills). Typical classes are in blocks of approximately two, four or six hours, but may be modified based on program and/or student needs. Academy teachers shall report to work each day at least ten (10) minutes before their first class begins and shall remain on site for at least ten minutes after dismissal of their last class. Academy teachers are required to perform reasonable pupil supervision duties and other professional obligations, as assigned and noted in this Article. Supervision rate of pay shall be at the staff training rate.

a) **Compensation.** Teachers in the program will be compensated at the regular hourly rate multiplied by 1.09224, which includes payment for a daily half-hour meeting. For student assemblies that take place on the same day in which two periods already are scheduled, and require staff supervision, supervision rate of pay shall be the staff-training rate. Required training will take place before the sessions begin and shall be paid at the staff-training rate.

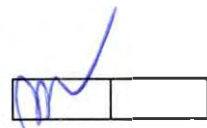
b) Academy Teachers may provide tutoring to students participating in Web-Based Summer School from 1:00 p.m. to 3:00 p.m. at the staff training rate.

c) **Selection Criteria and Process.** Teachers must, at a minimum, possess the following:

- CCTC authorized credential or authorization (see above);
- Demonstrated ability to teach literacy or numeracy in the content area;
- Demonstrated ability to work successfully with students, including students who are struggling and/or students in accelerated courses;
- Demonstrated record of meaningful collaboration with other GHC staff to improve teacher practice and student performance;
- Positive performance reviews;
- A joint recommendation from the Administrator, Department Chair (English and Mathematics as appropriate) and UTLA designee to the CEO/Superintendent. The CEO/Superintendent shall make a final decision.

d) Like auxiliary period teaching assignments, selection of unit members for summer school is not subject to grievance.

20.2 Web-Based Summer School. Web-based Summer School positions are dependent on student enrollment through the duration of the program. If unit members apply for and are selected for a web-based summer school position, the following conditions apply:



a) **Work Day.** Teachers will work five days a week from 7:45 a.m. to 3:15 p.m. adhering to the summer school schedule of classes. Class loads will not exceed an average of 540 students (an average of 36 students per class x 3 classes per day = 108 students x 5 days per week). Typical classes are in blocks of approximately two, four or six hours. Teachers shall report to work each day at least fifteen (15) minutes before their first class begins and shall remain on site for at least fifteen minutes after dismissal of their last class. Teachers are required to perform reasonable pupil supervision duties and other professional obligations, as assigned and noted in this Article. Supervision rate of pay shall be at the staff training rate.

b) **Compensation.** Teachers working in the program will be compensated as follows: (7) hours per day at the substitute teacher pay rate. Staff meetings may be required and paid at the staff-training rate. Required training will take place before the session begins at the staff-training rate.

c) **Selection Criteria and Process.** Teachers must, at a minimum, possess the following:

- Demonstrated record of ability to guide and coach students in online curriculum towards the successful completion of coursework;
- Demonstrated record of ability to maintain documentation of efforts to create consistent and meaningful communication with parents;
- Demonstrated record of ability to facilitate students' understanding of course content and requirements;
- Demonstrated ability to communicate and relate effectively with students;
- Demonstrated ability to work successfully with struggling students;
- Demonstrated record of meaningful collaboration with other GHC staff to improve teacher practice and student performance;
- Positive performance reviews;
- A joint recommendation from the Administrator and UTLA designee to the CEO/Superintendent. The CEO/Superintendent shall make a final decision.

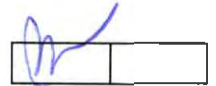
d) Like auxiliary period teaching assignments, selection of unit members for web-based summer school is not subject to grievance.

20.3 Extended School Year (ESY) Program and Senior Credit Recovery (SCR) Program. ESY and SCR positions are dependent on student enrollment for the duration of the program. Members assigned to teach ESY or SCR will be paid at the regular hourly rate (or fraction thereof) multiplied by 1.09224, which includes payment for a weekly one (1) hour staff meeting and if there is a need, one and one half (1.5) hours of collaboration or on- or off-site preparation time. Additional staff meetings may be required and paid at the staff-training rate. Required orientation will take place before the session begins and is paid at the staff-training rate.

20.4 Selection of Staffing for Summer Transition Academy and Traditional Summer School. Given candidates of equal quality as determined by GHC, the following criteria applies:

- GHC teachers will be given preference over non-GHC teachers.
- GHC teachers who apply to work for a full session will be given priority.
- GHC teachers who have not worked during the previous summer session will be given priority.

a) Feedback will be provided to candidates who are not selected with the goal of supporting their growth and enabling them to be selected for subsequent summer work assignments.



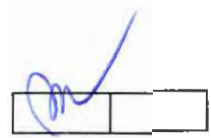
b) First priority for summer substitute assignments will be granted to otherwise qualified GHC candidates who were not selected for summer positions.

c) Personnel who work additional assignments for which they are paid their regular teaching rate (i.e. Summer School or Summer Transition Academy) will be credited with an additional 0.05 of illness time for every hour worked. Auxiliary assignments are excluded.

Appendix A. Evaluation Documents

Type of Teacher	Evaluation Cadence	Evaluation Instrument	Other
Internship Teacher	Evaluated annually throughout internship	Novice Teacher Evaluation Form	Complete Capturing Kids Hearts (CKH) or equivalent training
Induction Teacher	No evaluation for the first year; evaluated annually for three years, starting in second year of Induction	Year One, Feedback from designated administrator, Department Chair and/or Induction Coach Years Two and Three, Novice Teacher Evaluation Form Year Four, Experienced Teacher Evaluation Form	Demonstrate competency in Core Areas of Instruction prior to being made permanent • Year One, CKH (or equivalent); or one GranadaU course • Year Two, One GranadaU course • Years Three and Four, Two GranadaU courses per year
Teacher who is new to Granada and has between two and four years of experience	Annually for four years	Years One through Three, Novice Teacher Evaluation Form Year Four, Experienced Teacher Evaluation Form	Demonstrate competency in Core Areas of Instruction prior to being made permanent No more than two courses (microcredential or GranadaU) per year
Teacher with permanent status who on the last evaluation earned at least "Meets Standard Performance" for each of the six areas for evaluation.	Evaluations will be conducted every five years with a check-in conference at year three.	Experienced Teacher Evaluation Form	None
Teacher with permanent status who on the last evaluation earned no more than one "Needs Improvement" in one of the six areas for evaluation.	Evaluations will be conducted every two years. Administrators will visit informally during the subsequent year to gather evidence in order to return the member to a five-year cadence and avoid a formal evaluation during the second year.	Experienced Teacher Evaluation Form	The administrator may provide support and guidance including recommending microcredential or GranadaU coursework
Teacher with permanent status who is issued an Unsatisfactory Service or an Unsatisfactory Act.	For Unsatisfactory Service (non dismissal), the teacher will enter the GHC PAR program. For Unsatisfactory Act (non dismissal), the teacher will be evaluated annually until teacher receives a positive rating on an evaluation.		Experienced Teacher Evaluation Form

Implementation. The COVID-19 pandemic has disrupted the evaluation process for GHC teachers over the past few years resulting in gaps in the normal cadence of evaluations for many teachers. Given this reality, the following implementation plan will be followed.



Type of Teacher	Implementation of new system
Hired after the adoption of this proposal	Follow new cadence and use of new forms.
Probationary 1 teacher in 2021-22 school year	Follow new cadence starting in the current year; use new forms beginning 2022-23 school year.
Probationary 2-4 teachers in 2021-22 school year	Follow existing evaluation cadence unless made permanent; use of new forms beginning 2022-23 school year
Permanent status teachers who volunteer to be evaluated in the 2022-23 school year.	Employees will be evaluated in the 2022-23 school year using the new form with a final recommendation for the next evaluation using the new cadence.
Permanent status teachers evaluated in 2021-22 school year	In 2021-2022, employees will be evaluated using the current form. At the conclusion of 2021-2022, the evaluating administrator will recommend the next evaluation using the new cadence. The next evaluation will take place using the new form.
Any permanent status teacher scheduled to be evaluated in the 2019-20 school year or earlier who did not receive a completed evaluation	Employees will be evaluated in the 2024-25 school year using the new form with a final recommendation for the next evaluation using the new cadence.
Any permanent status teacher who would normally be or was evaluated during the 2020-21 school year	Employees will be evaluated in the 2025-26 school year using the new form with a final recommendation for the next evaluation using the new cadence.
Any permanent status teacher who would normally be or was evaluated during the 2021-22 school year	Employees will be evaluated in the 2026-27 school year using the new form with a final recommendation for the next evaluation using the new cadence.

Novice Teacher Evaluation Form (less than five years teaching)

Name _____ Status _____
 Subjects _____ Initial Planning Sheet Submitted _____
 Observation Dates _____ Conference Dates _____

1) Engaging and Supporting All Students in Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Applies knowledge of students and their context to engage them in learning.				
b. Maintains ongoing communication with students and families.				
c. Connects subject matter to real-life contexts and provides active learning experiences				
d. Differentiates instruction using a variety of developmentally and ability-appropriate instructional strategies, resources, and technologies.				
e. Promotes students' critical and creative thinking and analysis through student-centered activities.				
f. Provides a supportive learning environment for students' first and/or second language acquisition by using research-based instructional strategies.				
g. Uses multimedia learning strategies, including incorporating the visual and performing arts, to support student learning.				
h. Monitors student learning and adjusts instruction while teaching to ensure students are actively engaged in learning.				
Overall Evaluation for Engaging and Supporting All Students in Learning				
Commendations/Recommendations for Growth:				

2) Creating and Maintaining Effective Environments for Student Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Promotes students' social-emotional growth, development, and individual responsibility using positive interventions and supports.				
b. Creates culturally responsive learning environments that promote learning, positive interactions, and multiple perspectives.				
c. Establishes, maintains, and monitors inclusive and safe learning environments, including recognizing and addressing instances of intolerance and harassment.				
d. Knows how to access resources to support all students, including those who have experienced trauma and homelessness.				
e. Maintains high expectations for learning with appropriate support for the full range of students in the classroom.				

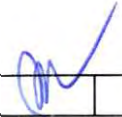


f. Establishes and maintains clear expectations for positive classroom behavior.				
Overall Evaluation for Creating and Maintaining Effective Environments for Student Learning				
Commendations/Recommendations for Growth:				

3) Understanding and Organizing Subject Matter for Student Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Demonstrates knowledge of subject matter, including all appropriate standards and frameworks.				
b. Uses knowledge of students and learning goals to organize curriculum, making accommodations or modifications as needed to promote student access to the curriculum.				
c. Plans, designs, implements, and monitors instruction consistent with current subject-specific pedagogy as well as disciplinary and cross-disciplinary learning sequences.				
d. Through collaboration, plans for effective subject-matter instruction, allowing multiple means of representing, expressing, and demonstrating knowledge.				
e. Adapts subject-matter curriculum, organization, and planning to support student acquisition and use of academic language to promote subject-matter knowledge for all students.				
f. Uses and adapts resources, materials, and technology to facilitate students' equitable access to the curriculum.				
g. Models and develops digital literacy by using technology to engage students and support their learning.				
h. Demonstrates knowledge of effective teaching strategies aligned with internationally recognized educational technology standards.				
Overall Evaluation for Understanding and Organizing Subject Matter for Student Learning				
Commendations/Recommendations for Growth:				

4) Planning Instruction and Designing Learning Experiences for All Students	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Locates and applies information about students' academic status, learning needs and goals, assessment data, and language/cultural background to design instruction.				
b. Understands and applies knowledge of typical and atypical child development to inform instructional planning.				
c. Designs and implements instruction and assessment that reflects the interconnectedness of academic content areas and student skill development.				
d. Makes appropriate use of instructional time to maximize learning for all students by removing barriers and providing access through established and research-based instructional strategies.				
e. Promotes student success by providing opportunities for students to understand and advocate for strategies that meet their individual needs.				
f. Accesses resources for planning and instruction, including the expertise of community and school colleagues.				
g. Plans instruction that promotes a range of communication strategies and activity modes.				
h. Uses digital tools and learning technologies to create new content and provide technology-rich lessons to engage students.				
Overall Evaluation for Planning Instruction and Designing Learning Experiences for All Students				
Commendations/Recommendations for Growth:				

5) Assessing Student Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Applies knowledge of and appropriate use of different types of assessments to design and administer classroom assessments.				
b. Collects and analyzes assessment data from multiple measures to plan and modify instruction.				
c. Involves all students in self-assessment and reflection on learning goals and progress and offers opportunities to revise or reframe work based on feedback.				
d. Uses technology, as appropriate, to support assessment administration, conduct data analysis, and communicate learning outcomes to students and families.				



e. Uses assessment information in a timely manner to assist students in meeting learning goals.				
f. When appropriate, works with specialists to interpret assessment results to identify students who are English learners or have language or other disabilities.				
g. Interprets English learners' assessment data to identify their level of academic proficiency and use information to plan instruction.				
Uses assessment data, including information from students' IEP and 504 plans, to plan, differentiate, make accommodations or modify instruction.				
Overall Evaluation for Assessing Student Learning				
Commendations/Recommendations for Growth:				

6) Developing as a Professional Educator	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Reflects on teaching practice and pedagogical knowledge to improve instruction.				
b. Recognizes own values and potential biases and how they may impact their practice to create a positive instructional climate.				
c. Establishes professional learning goals and works collaboratively to meet goals.				
d. Communicates effectively to support teacher and student learning.				
e. Demonstrates professional responsibility for all aspects of student learning and classroom management.				
f. Understands role as a mandated reporter and complies with all laws concerning professional responsibilities and conduct.				
g. Demonstrates professional responsibility, integrity, and ethical conduct.				
Overall Evaluation for Developing as a Professional Educator				
Commendations/Recommendations for Growth:				

Overall Evaluation
 Meets Standard Performance Needs Improvement Does Not a Meet Standard Performance

Status Next Year
 Non-Reelect
 Intern
 Probationary 1 Probationary 2 Probationary 3 Probationary 4
 Permanency

Commendations:
Recommendations:
Recommended Assistance:

Experienced Teacher Evaluation Form (five more years teaching)

Name _____ **Status** _____
Subjects _____ **Initial Planning Sheet Submitted** _____
Observation Dates _____ **Conference Dates** _____

1) Engaging and Supporting All Students in Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Uses knowledge of students and their context, on an individual as well as collective level, to engage them in learning.				
b. Connects learning to students' prior knowledge, background, life experience, and interests.				
c. Connects subject matter to meaningful real-life contexts and provides active learning experiences that account for the different ways that students learn.				
d. Differentiates instruction using a variety of strategies, resources, and technologies to meet students' diverse needs.				
e. Promotes students' critical and creative thinking through inquiry, problem-solving, and reflection.				
f. Monitors student learning and adjusts instruction while teaching to ensure students are actively engaged in learning.				
Overall Evaluation for Engaging and Supporting All Students in Learning				
Commendations/Recommendations for Growth:				

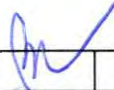


2) Creating and Maintaining Effective Environments for Student Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully.				
b. Creates a safe learning environment that promotes learning, reflects diversity, and encourages constructive student interactions.				
c. Establishes and maintains learning environments that are physically, intellectually, and emotionally safe.				
d. Develops, clearly communicates, and maintains high standards for individual and group behavior.				
e. Employs classroom routines, procedures, norms, and supports for positive behavior and a productive classroom climate.				
f. Uses instructional time to optimize learning.				
Overall Evaluation for Creating and Maintaining Effective Environments for Student Learning				
Commendations/Recommendations for Growth:				

3) Understanding and Organizing Subject Matter for Student Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Demonstrates knowledge of the subject matter as well as all applicable content standards and frameworks.				
b. Applies knowledge of student development and proficiencies to ensure all students understand the subject matter.				
c. Organizes curriculum to effectively facilitate student understanding of subject matter and to differentiate instruction.				
d. Uses instructional strategies that are appropriate to the subject matter and student needs.				
e. Uses and adapts resources, materials, and technology to make the subject matter accessible to all students.				
f. Addresses the needs of English learners and students with special needs to provide equitable access to the curriculum.				
Overall Evaluation for Understanding and Organizing Subject Matter for Student Learning				
Commendations/Recommendations for Growth:				

4) Planning Instruction and Designing Learning Experiences for All Students	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Uses knowledge of students' knowledge and experience, language proficiency, cultural background, and individual development to plan instruction.				
b. Establishes and clearly articulates goals for student learning.				
c. Develops and sequences long-term and short-term instructional plans, aligned to goals and knowledge of students, to support student learning.				
d. Plans instruction that incorporates multiple and appropriate strategies to meet the learning needs of all students.				
e. Differentiates instruction and curricular materials to meet the learning needs of all students.				
Overall Evaluation for Planning Instruction and Designing Learning Experiences for All Students				
Commendations/Recommendations for Growth:				

5) Assessing Students for Learning	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Demonstrates knowledge of the purpose, characteristics, and appropriate uses of different types of assessments within the content area.				
b. Collects and analyzes assessment data from multiple sources to inform instruction.				
c. Review data, individually and with colleagues, to monitor and improve instruction and student learning.				
d. Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
e. Involves all students in self-assessment, goal setting, and monitoring progress.				
f. Uses available technologies to assist in assessment, analysis, and communication of student learning to educational partners.				



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g. Uses assessment information to share timely and comprehensible feedback with students and families.				
Overall Evaluation for Assessing Students for Learning				
Commendations/Recommendations for Growth:				

6) Developing as a Professional Educator	Exceeds Standard Performance	Meets Standard Performance	Needs Improvement	Does Not Meet Standard
a. Reflects on teaching practice to improve instruction and support student learning.				
b. Establishes appropriate professional goals and engages in continuous and purposeful professional growth and development.				
c. Collaborates effectively with colleagues and the broader professional community to support teacher and student learning.				
d. Works effectively with families to support student learning.				
e. Engages the local community in support of instruction.				
f. Manages professional responsibilities to maintain motivation and commitment to all students.				
g. Demonstrates professional responsibility, integrity, and ethical conduct.				
Overall Evaluation for Developing as a Professional Educator				
Commendations/Recommendations for Growth:				

Overall Evaluation	Next Evaluation
Meets Standard Performance	In Five Years (with mid-cycle check in) STANDARD
Needs Improvement	In Two Years
Does Not a Meet Standard Performance	Next Year
	Probationary 2 Probationary 3 Probationary 4

Commendations:
Recommendations:
Recommended Assistance:
Justification for Non-Standard Cadence (If Applicable)

**GRANADA HILLS CHARTER
 EVALUATION OF CERTIFICATED CLASSROOM PERSONNEL Initial Planning Sheet**


Name: _____ School Year: _____ Years in Present Position: _____
 Subject(s) Teaching This Year: _____ Grade(s): _____

Directions: Use this form to describe your current strengths and your goals for improving your practice this year.

Evaluation Category 1: Engaging and supporting all students in learning
Current strengths:
Goal for improving practice in this category:

Evaluation Category 2: Creating and maintaining effective environments for student learning
Current strengths:
Goal for improving practice in this category:

Evaluation Category 3: Understanding and organizing subject matter for student learning
Current strengths:



SDP2 Curriculum Teacher	Administer Triennial assessments. Collect teacher feedback, student work samples. Write IEPs and Academic Reports. Participate in Classroom Observations. Collaborate with students' service providers.	Plan instruction for content classes. Monitor student progress. Consult with Special Education Counselor and Deans. Collaborate with General Education and Special Educators. Grade, respond to parent emails and phone calls. Facilitate Student Workability Program.	Additional IEP Preparation Period will allow for time to improve collaboration between General Education and SDP teachers to modify the curriculum, plan student activities and necessary life skills, and ensure a smooth transition to adult post-secondary vocational education and career goals. Consult with TK-8 moderate and severe students. Plan and accompany students on field trips
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Appendix C, Salary Tables

This table is currently the subject of a grievance. The table will be adjusted upon resolution of the grievance.



Activity, Adjunct, and Assignment Differentials

2024-25

Level 1	12%	\$0
Level 2	10%	\$0
Level 3	8%	\$0
Level 4	7%	\$0
Level 5	6%	\$0
Level 6	5%	\$0
Level 7	4%	\$0
Level 8	3%	\$0
Level 9	2%	\$0

	2023-24
Step 1, Col 1	\$65,763

Effective 7/1/2024

Granada Hills Charter High School - Athletic Activity Differentials, currently			
Level 1	Level 2	Level 3	Level 5

The playoff incentive (League, District, State, or National Championship) is 5% of their stipend for each additional week, for team playoffs, all coaches participate, for individual playoffs, only the varsity coach participates.

Out of classroom members with an eight-hour onsite obligation receive a base differential, currently, Level 7, that requires supervision at graduation, and at one additional event of approximately three hours in duration. Current Base Differential



Positions: 504 Counselor, RSP Assessment Coordinator, DIS Counselor, Discipline and Attendance Deans, Academic and College Counselors, Special Education Coordinator, IB Coordinator, Testing and Data Coordinator, Intervention Coordinator and Nurses. Events are approximately three hours in duration.

Granada Hills Charter High School - Out of Classroom Differential Table, currently				
Adjunct Duty Description	Level 1	Level 2	Level 3	Level 4
Supervision	Attend and supervise up to twenty evening events as determined by the supervising administrator.	Attend and supervise up to sixteen evening events as determined by the supervising administrator.	Attend and supervise up to twelve evening events as determined by the supervising administrator.	Attend and supervise up to eight evening events as determined by the supervising administrator.
OR				
Project management and support	Project manager of one large event or series of smaller events /projects requiring approximately 25 hours of work as determined by the supervising administrator and attend up to twelve evening events or the equivalent that support the work of the assigned office as determined by the supervising administrator.	Project manager of one large event or series of smaller events /projects requiring approximately 25 hours of work as determined by the supervising administrator and attend up to eight evening events or the equivalent that support the work of the assigned office as determined by the supervising administrator.	Project manager of one large event or series of smaller events /projects requiring approximately 25 hours of work as determined by the supervising administrator and attend up to four evening events or the equivalent that support the work of the assigned office as determined by the supervising administrator.	Project manager of one large event or series of smaller events /projects requiring approximately 25 hours of work as determined by the supervising administrator

GHC GRANADA HILLS CHARTER	
Career Tech Ed (CTE) Salary Schedule*	
184 work days including two pupil-free days	
22 Paid Holidays	
Paid Hourly as worked	
Step	Hourly Rate
1	\$55.46
2	\$58.36
3	\$61.43
4	\$65.20
5	\$68.21
6	\$71.64
7	\$72.42
Teachers with Designated Subject and Career Technical Education Credentials teaching in the CTE program.	
A teacher must work 734 hours in one year in order to advance to the next step.	
A teacher must work a total of 10 years before being placed on Step 7.	
*Formerly ROP	
Effective 7/1/2024	

GHC GRANADA HILLS CHARTER							
Special Services Salary Schedule (Psychologist, Social Worker, Speech/Language Pathologist)							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
w/ Masters Degree	90,294	95,295	100,628	106,460	112,458	118,805	125,505
w/ Doctorate	93,648	98,648	103,981	109,812	115,811	122,158	128,859
182 Day Work Year - 8 hours Daily Onsite							
Effective 7/1/2024							



High School - 184 Days



Certificated Salary Schedule - High School

	1	2	3	4	5	6	7	8	9	10	11	12
Intern	60,192	61,813	63,435									
Level 9	69,032	70,654	72,276	73,898	75,520	77,141	78,763	80,385	82,007	83,629	85,250	86,872
12	69,908	71,530	73,152	74,774	76,395	78,017	79,639	81,261	82,883	84,504	86,126	87,748
24	70,783	72,405	74,027	75,649	77,271	78,893	80,515	82,137	83,759	85,381	87,003	88,625
36	71,658	73,280	74,902	76,524	78,146	79,768	81,390	83,012	84,634	86,256	87,878	89,500
48	72,533	74,155	75,777	77,399	79,021	80,643	82,265	83,887	85,509	87,131	88,753	90,375
60	73,408	75,030	76,652	78,274	79,896	81,518	83,140	84,762	86,384	88,006	89,628	91,250
72	74,283	75,905	77,527	79,149	80,771	82,393	84,015	85,637	87,259	88,881	90,503	92,125
84	75,158	76,780	78,402	80,024	81,646	83,268	84,890	86,512	88,134	89,756	91,378	93,000
	13	14	15	16	17	18	19	20				
84	121,512	123,134	124,755	126,377	127,999	129,621	131,243	132,864				
	21	22	23	24	25	26	27	28	29	30		
84	134,486	136,108	137,730	139,352	140,973	142,595	144,217	145,839	147,461	149,082		

184 Day Work Year Effective 7/1/2024

High School - 184 Days, with Masters Degree



Certificated Salary Schedule with MASTERS - High School

	1	2	3	4	5	6	7	8	9	10	11	12
Intern	63,643	65,265	66,887									
Level 9	72,484	74,106	75,728	77,349	78,971	80,593	82,215	83,837	85,458	87,080	88,702	90,324
12	73,360	74,982	76,603	78,225	79,847	81,469	83,091	84,712	86,334	87,956	89,578	91,200
24	74,234	75,856	77,478	79,100	80,722	82,344	83,966	85,588	87,210	88,832	90,454	92,076
36	75,108	76,730	78,352	79,974	81,596	83,218	84,840	86,462	88,084	89,706	91,328	92,950
48	75,982	77,604	79,226	80,848	82,470	84,092	85,714	87,336	88,958	90,580	92,202	93,824
60	76,857	78,479	80,101	81,723	83,345	84,967	86,589	88,211	89,833	91,455	93,077	94,699
72	77,732	79,354	80,976	82,598	84,220	85,842	87,464	89,086	90,708	92,330	93,952	95,574
84	78,607	80,229	81,851	83,473	85,095	86,717	88,339	89,961	91,583	93,205	94,827	96,449
	13	14	15	16	17	18	19	20				
84	124,964	126,585	128,207	129,829	131,451	133,073	134,694	136,316				
	21	22	23	24	25	26	27	28	29	30		
84	137,938	139,560	141,182	142,803	144,425	146,047	147,669	149,291	150,912	152,534		

184 Day Work Year Effective 7/1/2024

High School - 184 Days, with Doctoral Degree



Certificated Salary Schedule with DOCTORATE - High School

	1	2	3	4	5	6	7	8	9	10	11	12
Intern	67,095	68,717	70,338									
Level 9	75,936	77,557	79,179	80,801	82,423	84,045	85,666	87,288	88,910	90,532	92,154	93,775
12	76,811	78,433	80,055	81,677	83,299	84,920	86,542	88,164	89,786	91,408	93,029	94,651
24	77,686	79,307	80,929	82,551	84,173	85,795	87,417	89,039	90,661	92,283	93,905	95,527
36	78,561	80,182	81,804	83,426	85,048	86,670	88,292	89,914	91,536	93,158	94,780	96,402
48	79,436	81,057	82,679	84,301	85,923	87,545	89,167	90,789	92,411	94,033	95,655	97,277
60	80,311	81,932	83,554	85,176	86,798	88,420	90,042	91,664	93,286	94,908	96,530	98,152
72	81,186	82,807	84,429	86,051	87,673	89,295	90,917	92,539	94,161	95,783	97,405	99,027
84	82,061	83,682	85,304	86,926	88,548	90,170	91,792	93,414	95,036	96,658	98,280	99,902
	13	14	15	16	17	18	19	20				
84	128,415	130,037	131,659	133,281	134,902	136,524	138,146	139,768				
	21	22	23	24	25	26	27	28	29	30		
84	141,390	143,011	144,633	146,255	147,877	149,499	151,120	152,742	154,364	155,986		

184 Day Work Year Effective 7/1/2024

TK8 - 184 Days



Certificated Salary Schedule - TK8

	1	2	3	4	5	6	7	8	9	10	11	12
Intern	58,488	60,064	61,640									
Units 0	67,079	68,655	70,230	71,806	73,382	74,958	76,534	78,110	79,686	81,262	82,838	84,414
12	67,930	69,506	71,081	72,657	74,233	75,809	77,385	78,961	80,537	82,113	83,689	85,265
24	68,780	70,356	71,931	73,507	75,083	76,659	78,235	79,811	81,387	82,963	84,539	86,115
36	69,630	71,206	72,781	74,357	75,933	77,509	79,085	80,661	82,237	83,813	85,389	86,965
48	70,480	72,056	73,631	75,207	76,783	78,359	79,935	81,511	83,087	84,663	86,239	87,815
60	71,330	72,906	74,481	76,057	77,633	79,209	80,785	82,361	83,937	85,513	87,089	88,665
72	72,180	73,756	75,331	76,907	78,483	80,059	81,635	83,211	84,787	86,363	87,939	89,515
84	73,030	74,606	76,181	77,757	79,333	80,909	82,485	84,061	85,637	87,213	88,789	90,365
	13	14	15	16	17	18	19	20				
84	118,073	119,649	121,225	122,801	124,376	125,952	127,528	129,104				
	21	22	23	24	25	26	27	28	29	30		
84	130,680	132,256	133,832	135,408	136,984	138,560	140,136	141,711	143,287	144,863		

184 Day Work Year Effective 7/1/2024

TK8 - 184 Days, with Masters Degree



Certificated Salary Schedule with MASTERS - TK8

	1	2	3	4	5	6	7	8	9	10	11	12
Intern	61,842	63,418	64,994									
Units 0	70,433	72,009	73,584	75,160	76,736	78,312	79,888	81,464	83,040	84,616	86,192	87,768
12	71,284	72,859	74,435	76,011	77,587	79,163	80,739	82,315	83,891	85,467	87,043	88,618
24	72,135	73,711	75,286	76,862	78,438	80,014	81,590	83,166	84,742	86,318	87,894	89,470
36	72,986	74,562	76,137	77,713	79,289	80,865	82,441	84,017	85,593	87,169	88,745	90,321
48	73,837	75,413	76,988	78,564	80,140	81,716	83,292	84,868	86,444	88,020	89,596	91,172
60	74,688	76,264	77,839	79,415	80,991	82,567	84,143	85,719	87,295	88,871	90,447	92,023
72	75,539	77,115	78,690	80,266	81,842	83,418	84,994	86,570	88,146	89,722	91,298	92,874
84	76,390	77,966	79,541	81,117	82,693	84,269	85,845	87,421	88,997	90,573	92,149	93,725
	13	14	15	16	17	18	19	20				
84	121,427	123,003	124,579	126,155	127,730	129,306	130,882	132,458				
	21	22	23	24	25	26	27	28	29	30		
84	134,034	135,610	137,186	138,762	140,338	141,914	143,489	145,065	146,641	148,217		

184 Day Work Year Effective 7/1/2024

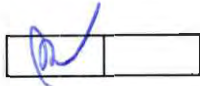
TK8 - 184 Days, with Doctoral Degree



Certificated Salary Schedule with DOCTORATE - TK8

	1	2	3	4	5	6	7	8	9	10	11	12
Intern	65,196	66,772	68,348									
Units 0	73,787	75,363	76,938	78,514	80,090	81,666	83,242	84,818	86,394	87,970	89,546	91,121
12	74,638	76,214	77,789	79,365	80,941	82,517	84,093	85,669	87,245	88,821	90,397	91,972
24	75,489	77,065	78,640	80,216	81,792	83,368	84,944	86,520	88,096	89,672	91,248	92,824
36	76,340	77,916	79,491	81,067	82,643	84,219	85,795	87,371	88,947	90,523	92,099	93,675
48	77,191	78,767	80,342	81,918	83,494	85,070	86,646	88,222	89,798	91,374	92,950	94,526
60	78,042	79,618	81,193	82,769	84,345	85,921	87,497	89,073	90,649	92,225	93,801	95,377
72	78,893	80,469	82,044	83,620	85,196	86,772	88,348	89,924	91,500	93,076	94,652	96,228
84	79,744	81,320	82,895	84,471	86,047	87,623	89,199	90,775	92,351	93,927	95,503	97,079
	13	14	15	16	17	18	19	20				
84	124,781	126,357	127,933	129,508	131,084	132,660	134,236	135,812				
	21	22	23	24	25	26	27	28	29	30		
84	137,388	138,964	140,540	142,116	143,692	145,267	146,843	148,419	149,995	151,571		

184 Day Work Year Effective 7/1/2024



High School - 187 Days



187-Day Extended Work Year Certificated Salary Schedule (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Unlv 0	68,056	69,631	71,207	72,783	74,359	75,935	77,511	79,087	80,663	82,239	83,815	85,390
12	68,919	70,495	72,071	73,647	75,222	76,798	78,374	79,950	81,526	83,102	84,678	86,254
24	69,781	71,357	72,933	74,509	76,085	77,661	79,237	80,813	82,389	83,965	85,541	87,117
36	70,642	72,218	73,794	75,370	76,946	78,522	80,098	81,674	83,250	84,826	86,402	87,978
48	71,504	73,080	74,656	76,232	77,808	79,384	80,960	82,536	84,112	85,688	87,264	88,840
60	72,367	73,943	75,519	77,095	78,671	80,247	81,823	83,399	84,975	86,551	88,127	89,703
72	73,229	74,805	76,381	77,957	79,533	81,109	82,685	84,261	85,837	87,413	88,989	90,565
84	74,093	75,669	77,245	78,821	80,397	81,973	83,549	85,125	86,701	88,277	89,853	91,429
	13	14	15	16	17	18	19	20				
84	119,769	121,345	122,921	124,497	126,073	127,649	129,225	130,801				
	21	22	23	24	25	26	27	28	29	30		
84	132,377	133,952	135,528	137,104	138,680	140,256	141,832	143,408	144,984	146,560		

187 Day Work Year

Effective 7/1/2024

High School - 187 Days, with Masters Degree



187-Day Extended Work Year Certificated Salary Schedule with MASTERS (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Unlv 0	71,409	72,985	74,561	76,137	77,713	79,289	80,865	82,441	84,017	85,593	87,168	88,744
12	72,273	73,849	75,425	77,001	78,576	80,152	81,728	83,304	84,880	86,456	88,032	89,608
24	73,135	74,711	76,287	77,863	79,439	81,015	82,591	84,167	85,743	87,319	88,895	90,471
36	73,996	75,572	77,148	78,724	80,300	81,876	83,452	85,028	86,604	88,180	89,756	91,332
48	74,858	76,434	78,010	79,586	81,162	82,738	84,314	85,890	87,466	89,042	90,618	92,194
60	75,721	77,297	78,873	80,449	82,025	83,601	85,177	86,753	88,329	89,905	91,481	93,057
72	76,583	78,159	79,735	81,311	82,887	84,463	86,039	87,615	89,191	90,767	92,343	93,919
84	77,447	79,023	80,599	82,175	83,751	85,327	86,903	88,479	90,055	91,631	93,207	94,783
	13	14	15	16	17	18	19	20				
84	123,123	124,699	126,275	127,851	129,427	131,003	132,579	134,155				
	21	22	23	24	25	26	27	28	29	30		
84	135,730	137,306	138,882	140,458	142,034	143,610	145,186	146,762	148,338	149,914		

187 Day Work Year

Effective 7/1/2024

High School - 187 Days, with Doctoral Degree



187-Day Extended Work Year Certificated Salary Schedule with DOCTORATE (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Unlv 0	74,763	76,339	77,915	79,491	81,067	82,643	84,219	85,795	87,371	88,947	90,522	92,098
12	75,627	77,203	78,779	80,355	81,931	83,507	85,083	86,659	88,235	89,811	91,386	92,962
24	76,489	78,065	79,641	81,217	82,793	84,369	85,945	87,521	89,097	90,673	92,249	93,825
36	77,351	78,927	80,503	82,079	83,655	85,231	86,807	88,383	89,959	91,535	93,111	94,687
48	78,212	79,788	81,364	82,940	84,516	86,092	87,668	89,244	90,820	92,396	93,972	95,548
60	79,075	80,651	82,227	83,803	85,379	86,955	88,531	90,107	91,683	93,259	94,835	96,411
72	79,937	81,513	83,089	84,665	86,241	87,817	89,393	90,969	92,545	94,121	95,697	97,273
84	80,801	82,377	83,953	85,529	87,105	88,681	90,257	91,833	93,409	94,985	96,561	98,137
	13	14	15	16	17	18	19	20				
84	126,477	128,053	129,629	131,205	132,781	134,357	135,933	137,509				
	21	22	23	24	25	26	27	28	29	30		
84	139,084	140,660	142,236	143,812	145,388	146,964	148,540	150,116	151,692	153,267		

187 Day Work Year

Effective 7/1/2024

High School - 197 Days



197-Day Extended Work Year Certificated Salary Schedule (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units 8	71,313	72,889	74,465	76,041	77,617	79,193	80,769	82,345	83,921	85,496	87,072	88,648
12	72,216	73,839	75,465	77,090	78,715	80,341	81,965	83,590	85,214	86,840	88,464	90,089
24	73,121	75,174	77,229	79,281	81,336	83,391	85,445	87,499	89,554	91,607	93,662	95,715
36	74,023	76,507	78,990	81,474	83,957	86,442	88,924	91,408	93,892	96,376	98,858	101,344
48	74,926	77,840	80,753	83,665	86,577	89,492	92,403	95,317	98,230	101,144	104,055	106,970
60	75,830	79,171	82,514	85,859	89,200	92,542	95,884	99,226	102,569	105,910	109,254	112,595
72	76,734	80,505	84,277	88,048	91,820	95,593	99,363	103,136	106,907	110,680	114,450	118,223
84	77,638	81,839	86,038	90,239	94,441	98,642	102,844	107,045	111,245	115,446	119,647	123,849
	13	14	15	16	17	18	19	20				
84	125,425	127,001	128,577	130,153	131,728	133,304	134,880	136,456				
	21	22	23	24	25	26	27	28	29	30		
84	138,032	139,608	141,184	142,760	144,336	145,912	147,487	149,063	150,639	152,215		

197 Day Work Year

Effective 7/1/2024

High School - 197 Days, with Masters Degree



197-Day Extended Work Year Certificated Salary Schedule with MASTERS (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units 8	74,667	76,243	77,819	79,395	80,971	82,547	84,123	85,699	87,274	88,850	90,426	92,002
12	75,570	77,193	78,819	80,444	82,069	83,695	85,318	86,944	88,568	90,194	91,818	93,443
24	76,475	78,528	80,582	82,635	84,690	86,745	88,799	90,853	92,908	94,961	97,016	99,069
36	77,376	79,861	82,344	84,828	87,310	89,796	92,278	94,762	97,246	99,730	102,212	104,698
48	78,280	81,194	84,107	87,019	89,931	92,846	95,757	98,671	101,584	104,497	107,409	110,324
60	79,184	82,525	85,868	89,213	92,553	95,896	99,238	102,580	105,923	109,264	112,608	115,949
72	80,088	83,859	87,631	91,402	95,174	98,946	102,717	106,489	110,261	114,034	117,804	121,577
84	80,992	85,193	89,392	93,593	97,795	101,996	106,198	110,399	114,599	118,800	123,001	127,203
	13	14	15	16	17	18	19	20				
84	128,779	130,355	131,931	133,507	135,082	136,658	138,234	139,810				
	21	22	23	24	25	26	27	28	29	30		
84	141,386	142,962	144,538	146,114	147,690	149,266	150,841	152,417	153,993	155,569		

197 Day Work Year

Effective 7/1/2024

High School - 197 Days, with Doctoral Degree



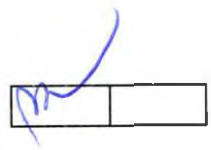
197-Day Extended Work Year Certificated Salary Schedule with DOCTORATE (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units 8	78,021	79,597	81,173	82,749	84,325	85,901	87,477	89,052	90,628	92,204	93,780	95,356
12	78,924	80,547	82,173	83,798	85,423	87,049	88,672	90,298	91,922	93,548	95,172	96,797
24	79,829	81,881	83,936	85,989	88,044	90,099	92,153	94,207	96,262	98,315	100,370	102,423
36	80,730	83,215	85,698	88,182	90,664	93,150	95,632	98,116	100,600	103,084	105,566	108,052
48	81,634	84,548	87,461	90,373	93,285	96,200	99,111	102,025	104,938	107,851	110,763	113,678
60	82,538	85,879	89,222	92,566	95,907	99,249	102,592	105,934	109,277	112,618	115,962	119,303
72	83,442	87,213	90,985	94,756	98,528	102,300	106,071	109,843	113,615	117,388	121,158	124,931
84	84,346	88,547	92,746	96,947	101,149	105,350	109,552	113,753	117,953	122,154	126,355	130,557
	13	14	15	16	17	18	19	20				
84	132,133	133,709	135,285	136,860	138,436	140,012	141,588	143,164				
	21	22	23	24	25	26	27	28	29	30		
84	144,740	146,316	147,892	149,468	151,044	152,619	154,195	155,771	157,347	158,923		

197 Day Work Year

Effective 7/1/2024

High School - 212 Days



212-Day Extended Work Year Certificated Salary Schedule (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units 6	76,197	77,772	79,348	80,924	82,500	84,076	85,652	87,228	88,804	90,380	91,956	93,531
12	77,162	78,897	80,634	82,370	84,107	85,843	87,579	89,314	91,051	92,788	94,523	96,259
24	78,128	80,322	82,518	84,712	86,907	89,103	91,296	93,492	95,687	97,881	100,077	102,271
36	79,092	81,746	84,401	87,055	89,707	92,362	95,015	97,670	100,322	102,977	105,630	108,284
48	80,058	83,172	86,284	89,395	92,508	95,622	98,733	101,845	104,958	108,071	111,183	114,296
60	81,024	84,595	88,165	91,738	95,309	98,881	102,451	106,022	109,594	113,164	116,738	120,308
72	81,989	86,019	90,049	94,079	98,109	102,140	106,170	110,200	114,230	118,260	122,289	126,320
84	82,955	87,445	91,931	96,420	100,910	105,398	109,887	114,376	118,865	123,353	127,842	132,332
	13	14	15	16	17	18	19	20				
84	133,908	135,484	137,059	138,635	140,211	141,787	143,363	144,939				
	21	22	23	24	25	26	27	28	29	30		
84	146,515	148,091	149,667	151,243	152,818	154,394	155,970	157,546	159,122	160,698		

212 Day Work Year Effective 7/1/2024

High School - 212 Days, with Masters Degree



212-Day Extended Work Year Certificated Salary Schedule with MASTERS (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units 6	79,551	81,126	82,702	84,278	85,854	87,430	89,006	90,582	92,158	93,734	95,310	96,885
12	80,516	82,251	83,988	85,724	87,461	89,197	90,932	92,668	94,405	96,142	97,877	99,613
24	81,482	83,676	85,872	88,066	90,261	92,457	94,650	96,845	99,041	101,235	103,431	105,625
36	82,446	85,100	87,755	90,409	93,060	95,716	98,369	101,024	103,676	106,331	108,984	111,638
48	83,412	86,526	89,637	92,749	95,862	98,976	102,087	105,199	108,312	111,424	114,537	117,650
60	84,378	87,949	91,519	95,092	98,663	102,235	105,805	109,376	112,948	116,518	120,092	123,662
72	85,343	89,373	93,403	97,433	101,463	105,493	109,524	113,554	117,584	121,614	125,643	129,674
84	86,309	90,799	95,285	99,774	104,264	108,752	113,241	117,730	122,218	126,707	131,196	135,686
	13	14	15	16	17	18	19	20				
84	137,262	138,837	140,413	141,989	143,565	145,141	146,717	148,293				
	21	22	23	24	25	26	27	28	29	30		
84	149,869	151,445	153,021	154,596	156,172	157,748	159,324	160,900	162,476	164,052		

212 Day Work Year Effective 7/1/2024

High School - 212 Days, with Doctoral Degree



212-Day Extended Work Year Certificated Salary Schedule with DOCTORATE (8 hour onsite work day)

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units 6	82,904	84,480	86,056	87,632	89,208	90,784	92,360	93,936	95,512	97,088	98,663	100,239
12	83,870	85,605	87,341	89,078	90,815	92,551	94,286	96,022	97,759	99,496	101,231	102,967
24	84,836	87,030	89,226	91,420	93,615	95,811	98,004	100,199	102,395	104,589	106,785	108,979
36	85,800	88,454	91,108	93,763	96,414	99,070	101,723	104,378	107,030	109,685	112,338	114,992
48	86,766	89,880	92,991	96,103	99,216	102,330	105,441	108,553	111,666	114,778	117,891	121,004
60	87,732	91,303	94,873	98,446	102,017	105,589	109,159	112,730	116,302	119,872	123,446	127,016
72	88,697	92,727	96,757	100,787	104,817	108,847	112,877	116,908	120,938	124,968	128,997	133,028
84	89,663	94,153	98,639	103,128	107,618	112,106	116,595	121,084	125,572	130,061	134,550	139,040
	13	14	15	16	17	18	19	20				
84	140,616	142,191	143,767	145,343	146,919	148,495	150,071	151,647				
	21	22	23	24	25	26	27	28	29	30		
84	153,223	154,799	156,375	157,950	159,526	161,102	162,678	164,254	165,830	167,406		

212 Day Work Year Effective 7/1/2024



High School - Department Chair/Instructional Advisor



Certificated High School Select Department Chair/Instructional Advisor Salary Schedule

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units												
8	79,180	81,040	82,901	84,761	86,621	88,481	90,341	92,202	94,062	95,922	97,782	99,642
12	80,185	82,045	83,905	85,765	87,626	89,486	91,346	93,206	95,066	96,927	98,787	100,647
24	81,188	83,468	85,749	88,028	90,311	92,592	94,871	97,154	99,435	101,714	103,997	106,276
36	82,190	84,950	87,704	90,463	93,221	95,978	98,735	101,494	104,252	107,009	109,766	112,525
48	83,193	86,429	89,663	92,897	96,131	99,366	102,599	105,832	109,070	112,303	115,536	118,772
60	84,196	87,908	91,618	95,332	99,042	102,753	106,464	110,175	113,884	117,595	121,309	125,021
72	85,199	89,388	93,576	97,763	101,952	106,140	110,326	114,515	118,703	122,891	127,079	131,265
84	86,204	90,868	95,532	100,196	104,861	109,526	114,190	118,857	123,520	128,184	132,850	137,514
	13	14	15	16	17	18	19	20				
84	139,374	141,234	143,095	144,955	146,815	148,675	150,535	152,396				
	21	22	23	24	25	26	27	28	29	30		
84	154,256	156,116	157,976	159,836	161,697	163,557	165,417	167,277	169,137	170,998		

184 Day Work Year - 7 Periods Daily Onsite
Effective 7/1/2024

High School - Department Chair/Instructional Advisor with Masters Degree



Certificated High School Select Department Chair/Instructional Advisor Salary Schedule with MASTERS

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units												
8	82,632	84,492	86,352	88,212	90,073	91,933	93,793	95,653	97,513	99,374	101,234	103,094
12	83,636	85,497	87,357	89,217	91,077	92,937	94,798	96,658	98,518	100,378	102,238	104,099
24	84,639	86,919	89,200	91,480	93,762	96,043	98,323	100,605	102,886	105,166	107,448	109,728
36	85,641	88,401	91,156	93,915	96,672	99,430	102,187	104,946	107,703	110,461	113,218	115,977
48	86,644	89,881	93,115	96,348	99,582	102,817	106,051	109,284	112,521	115,755	118,987	122,224
60	87,648	91,359	95,069	98,783	102,494	106,205	109,915	113,627	117,335	121,047	124,761	128,472
72	88,651	92,840	97,028	101,214	105,404	109,591	113,778	117,967	122,155	126,343	130,531	134,717
84	89,655	94,320	98,984	103,648	108,312	112,978	117,642	122,309	126,972	131,636	136,301	140,966
	13	14	15	16	17	18	19	20				
84	142,826	144,686	146,546	148,406	150,267	152,127	153,987	155,847				
	21	22	23	24	25	26	27	28	29	30		
84	157,707	159,568	161,428	163,288	165,148	167,008	168,869	170,729	172,589	174,449		

184 Day Work Year - 7 Periods Daily Onsite
Effective 7/1/2024

High School - Department Chair/Instructional Advisor with Doctoral Degree



Certificated High School Select Department Chair/Instructional Advisor Salary Schedule with DOCTORATE

	1	2	3	4	5	6	7	8	9	10	11	12
Intern												
Units												
8	86,083	87,944	89,804	91,664	93,524	95,384	97,245	99,105	100,965	102,825	104,685	106,546
12	87,088	88,948	90,808	92,669	94,529	96,389	98,249	100,109	101,970	103,830	105,690	107,550
24	88,091	90,371	92,652	94,932	97,214	99,495	101,775	104,057	106,338	108,618	110,900	113,180
36	89,093	91,853	94,608	97,366	100,124	102,881	105,639	108,397	111,155	113,912	116,670	119,428
48	90,096	93,333	96,566	99,800	103,034	106,269	109,503	112,735	115,973	119,207	122,439	125,676
60	91,099	94,811	98,521	102,235	105,945	109,657	113,367	117,078	120,787	124,499	128,213	131,924
72	92,102	96,292	100,479	104,666	108,855	113,043	117,230	121,419	125,607	129,794	133,982	138,169
84	93,107	97,771	102,435	107,100	111,764	116,429	121,094	125,760	130,423	135,088	139,753	144,417
	13	14	15	16	17	18	19	20				
84	146,277	148,138	149,998	151,858	153,718	155,578	157,439	159,299				
	21	22	23	24	25	26	27	28	29	30		
84	161,159	163,019	164,879	166,740	168,600	170,460	172,320	174,180	176,041	177,901		

184 Day Work Year - 7 Periods Daily Onsite
Effective 7/1/2024



SUBJECT TO FINAL RATIFICATION BY THE PARTIES.

UTLA-GHC Representative Michael Rivera 05/31/24
Mike Rivera, Chapter Chair Date

UTLA-GHC Representative Brandon Zaslow 5/23/24
Brandon Zaslow, Chapter Co-Chair, Chair, Negotiations Date

GHC Representative _____
Brian Bauer, CEO/Superintendent Date

Ratified by UTLA-GHC Membership Brandon Zaslow 5/31/24
Brandon Zaslow, Chapter Co-Chair, Chair, Negotiations Date

Adopted GHC Governing Board _____
Brian Bauer, CEO/Superintendent Date