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GOMPERS PREPARATORY ACADEMY

**ARTICLE 15: SAFETY**

**SDEA Proposal Passed June 3, 2019  
GPA Counter Passed December 13, 2019**

**15.1 Written Report on Unsafe Conditions**

- 15.1.1 As provided by applicable law, unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.
- 15.1.2 Each unit member shall be required to immediately report to the Superintendent/Director or designee any unsafe or hazardous conditions that may have a detrimental impact on the health, safety, or well-being of students, employees or other persons. The unit member shall submit a written report of the unsafe or hazardous condition to the Superintendent/Director or designee within one workday thereafter.
- 15.1.3 Unless mitigating circumstances prevent it or it must be addressed by the San Diego Unified School District, unsafe or hazardous conditions that may have a detrimental impact on the health, safety, or well-being of students, employees or other persons shall be rectified within twenty (20) workdays of receipt of the written report.

**15.2 Report of Assault**

Unit members shall immediately report any incident of alleged assault suffered by them in connection with their employment to the Superintendent/Director or designee. The Superintendent/Director shall release the employee from duty if he/she chooses to make a statement to the police or is required to appear in court in connection with the incident of alleged assault.

**15.3 Classroom Management**

- 15.3.1. Student Safety. Unit members are responsible for monitoring student conduct and for ensuring the social, emotional and physical safety of GPA students. Unit members are responsible for creating a structured and predictable environment that upholds GPA's culture and mission. If a unit member becomes aware of an actual or potential issue that may affect the social, emotional or physical safety of a student, the unit member shall be required to report the issue to the Director/Superintendent or appropriate designee as soon as is reasonably possible in a manner appropriate to the seriousness of the issue.
- 15.3.2 Learning Environment. Unit members are expected to regularly communicate with parents with respect and professionalism in order to enhance each student's opportunity to achieve at the highest possible level. Unit members are expected to demonstrate ongoing parent involvement in the classroom during instructional hours.

*GPA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.*

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### 15.3.3 Supervision of Students in the Classroom

- 15.3.3.1 In addition to the supervision duties set forth elsewhere in this Collective Bargaining Agreement, unit members shall perform student supervision in the classroom as set forth in this Article.
- 15.3.3.2 Unit members shall supervise their classrooms at all times when students are present to ensure student safety.
- 15.3.3.3 In the event the unit member needs a break during instructional time for personal need, unit members may leave for a limited period of time only if the unit member is able to leave his/her students under the supervision of a credentialed GPA employee. If the unit member is unable to locate a credentialed employee after making every effort possible to locate one, the unit member must notify GPA Leadership and wait until appropriate coverage is arranged.
- 15.3.3.4 In the event the unit member needs a break during non-instructional time for personal need, the unit member may leave their students under the supervision of another GPA employee.

### 15.4 GPA Comprehensive School Safety Policies

Nothing in this Article prevents GPA from adopting an annual Comprehensive School Safety Plan that may impose additional requirements on GPA and/or unit members.

## GOMPERS PREPARATORY ACADEMY

*The following proposal by GPA is made without prejudice and GPA reserves the right to add, modify, or delete any or all proposals, and/or open articles of the contract during the negotiation process with the employee organization.*

## ARTICLE 16: ASSIGNABILITY

**SDEA Proposal Passed April 8, 2019**  
**GPA Counter Passed April 25, 2019**  
**SDEA Counter Passed September 12, 2019**  
**GPA Counter Passed December 13, 2019**

**16.1 Agreement Assignability**

This Agreement is assignable. ~~Except as set forth in this Article, GPA agrees that GPAit shall not approve any no-merger, affiliation, change of affiliation, change of employer, or transfer of charter school employees shall occur without a guarantee and written agreement from a written assignment of this Agreement to any new, subsequent, or successor employer of unit members that all provisions of the SDEA/GPA Agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of the SDEA/GPA Agreement.~~

~~16.2 This Article does not apply where GPA's charter has been revoked or has not been renewed.~~

**16.2 Reasonable Involvement**

~~Other terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of SDEA. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing. GPA shall only take final action regarding other terms and conditions of the assignment of this Agreement after such involvement.~~

**Bargaining Effects of Assignment**

~~SDEA shall have the right to meet and confer with GPA over the effects of the assignment of this Agreement on the unit members' terms and conditions of employment prior to GPA taking final action on the assignment.~~

**16.3 Dispute Resolution**

Should a dispute arise regarding this Article, the parties agree that no later than ~~ninety-thirty~~ (930) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association. Pending final resolution of such an

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expedited arbitration, status quo regarding the terms and conditions of employment under the SDEA/GPA Agreement shall be maintained.

16.4 This Article does not apply where GPA's charter has been revoked or has not been renewed.

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The following proposal by GPA is made without prejudice and GPA reserves the right to add, modify, or delete any or all proposals, and/or open articles of the contract during the negotiation process with the employee organization.

ARTICLE 3: ASSOCIATION RIGHTS

SDEA Proposal Passed April 8, 2019  
GPA Counter Passed April 25, 2019  
SDEA Counter Passed September 12, 2019  
GPA Counter Passed 12/13/19

Presented as a Package With Article 12

3.1 Communication

Consistent with legal requirements, such as school sign-in procedures, the Union shall have the right to use unit member mailboxes, ~~email, and phones, email and phones~~ for communications related to Union activities. ~~In addition, the Union shall have the right to use GPA email and phones on a limited basis only for purposes of scheduling meetings.~~ Such communication shall not interfere with the instructional programs of GPA or the unit member's assigned duties.

3.2 Bulletin Board

The Union shall have the right to post notices of activities and matters of Union concern on the SDEA bulletin board located in the copy room or another mutually agreed-to location.

3.3 Use of School Equipment and Facilities

Consistent with legal requirements and subject to priority use by ~~the School~~GPA, the Union shall have the right to use ~~school-GPA equipment and~~ facilities during non-work time ~~solely~~ for Union purposes. The Union shall ~~replace or~~ be responsible for ~~the any costs of any supplies or materials used in connection with such equipment and relating to their use of GPA~~ facilities. The Union shall follow the same process as for all public requests to use ~~school-GPA~~ facilities ~~in the event that the Union requests availability in a public space~~ outside of ~~the school~~GPA's regular business hours.

3.4 Association Leave

In addition to leaves granted by the Educational Employment Relations Act (EERA), up to ~~five~~ ~~two~~ (52) Union representative(s) shall each receive up to a total of ~~four~~ ~~two~~ (42) days leave, during each school year, to attend meetings and/or conferences sponsored by the Union away from school premises. The Union shall pay for the cost of a substitute. ~~Because every leave has a negative impact on students, The leave Association Leave shall not interfere with the instructional program and when possible~~ shall not be taken during scheduled professional development, ~~parent-teacher conferences or testing periods or when it interferes with the instructional program~~ and must be mutually agreed to by the Union and GPA ~~without mutual agreement~~. Requests for Association Leave must be submitted to GPA at least thirty (30) days in advance of the scheduled date of leave. Where

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possible. Association Leave should be taken on non-instructional days other than scheduled Professional Development days.

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**Gompers Preparatory Academy  
Proposal To  
San Diego Education Association**

**ARTICLE 12: LEAVES**

**SDEA Proposal Passed July 16, 2019  
GPA Counter Passed December 13, 2019**

**Presented as a Package with Article 3**

**12.1 Sick Leave**

- 12.1.1 Except as set forth in Article 12.1.3, all unit members who work thirty (30) hours a week or more shall accrue four (4) hours of sick leave per pay period.
- 12.1.2 Except as set forth in Article 12.1.3, all unit members who work less than thirty (30) hours a week shall be allotted forty (40) hours of sick leave on July 1 of each year or on the unit member's first day of employment, whichever is later.
- 12.1.3 All SOC unit members, regardless of the number of hours worked per week, shall be allotted forty (40) hours of sick leave on July 1 of each year or on the SOC unit member's first day of employment, whichever is later.
- 12.1.4 For all unit members other than SOC unit members, unused sick leave shall carry over from year to year. For SOC unit members, unused sick leave shall not carry over from year to year.
- 12.1.5 Sick leave must be used in increments of one hour. Sick leave may be used for the diagnosis, care, or treatment of an existing health condition, or for preventative care for the unit member or the unit member's family member. Sick leave may also be used if the unit member is a victim of domestic violence, sexual assault or stalking for reasons related thereto. Time off for medical and dental appointments will also be treated as sick leave.
  - 12.1.5.1 For purposes of this policy, family member means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the unit member. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological,

foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

12.1.6 No unit member may receive pay in lieu of sick leave.

## **12.2 Transfer of Unused Sick Leave**

Any sick days accumulated but unused will be transferred, if applicable, to a subsequent public school employer upon separation from employment for all unit members with the exception of SOC unit members. Unit members will not be paid for unused sick time upon separation from employment.

## **12.3 Statements of Sick Leave**

12.3.1 GPA retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability if abuse of sick leave is suspected. Sick pay may be withheld if a satisfactory verification is not received in a timely manner, generally defined as within ten workdays of the date of the request. Verification from a licensed health care practitioner will also be requested for an absence of three days or more before a unit member may return to work.

12.3.2 Upon retirement, unit members' accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations. This section does not apply to SOC unit members.

## **12.4 Notification of Absence**

If medical circumstances allow, unit members should submit an absence request through GPA's payroll system before taking sick leave. If they are unable to do so prior to taking their leave, the unit member must notify GPA's Human Resources Department and the unit member's supervisor by email or text as soon as is reasonably possible. The request must then be submitted to GPA's payroll system by the unit member immediately upon the unit member's return to work if permitted by the system. If not permitted by the system, the unit member shall send an email to the Human Resources Department stating the type of leave, the dates of leave, the start time of the absence and the total time off. Failure to comply with this procedure may result in disciplinary action.



## **12.5 Personal Business Absence**

Unit members may use up to four (4) days per academic year of accumulated sick leave for personal business subject to GPA's approval. Unit members must request personal business leave from GPA pursuant to this Article at least forty-eight (48) hours in advance when reasonably possible.

## **12.6 Bereavement Leave**

Unit members are entitled to up to three (3) days of paid bereavement leave due to the death of a family member as defined in Article 12.1.5.1. If a funeral is more than 500 miles from a unit member's residence, the unit member may receive an additional two (2) days of paid leave subject to prior approval from the unit member's supervisor.

## **12.7 Jury Duty Leave**

12.7.1 All unit members who receive a notice of jury duty must notify their supervisor as soon as possible and provide a copy of the official jury duty notice to the Human Resources Department. Unit members should, whenever possible, request to postpone a summons to perform jury duty to the summer period.

12.7.2 Full-time non-exempt unit members may take up to five (5) days of paid leave for jury duty. Exempt unit members will receive their regular salary unless they do not work any hours during the course of a workweek. Unit members must report for work whenever the court schedule permits.

## **12.8 Other Leaves**

Unit members shall be granted all other leaves afforded them under state and federal law.

