

**AGREEMENT BETWEEN**  
**GOMPERS PREPARATORY ACADEMY**  
**AND**  
**SAN DIEGO EDUCATION ASSOCIATION**

July 1, 2021 to June 30, 2022

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## ARTICLE 1: RECOGNITION

This collective bargaining agreement (“Agreement”) is between the San Diego Education Association (“SDEA” or the “union”) and Gompers Preparatory Academy (“GPA”). GPA recognizes SDEA as the exclusive representative of the following bargaining unit employees for the purposes of collective bargaining: all certificated educational personnel including but not limited to certificated teachers, psychologists, counselors, speech language pathologists and teachers holding other equivalent documents pursuant to Education Code section 47605. The bargaining unit shall exclude all other employees including all management, supervisory and confidential employees within the meaning of Government Code section 3540.1.

## ARTICLE 2: NEGOTIATION PROCEDURE

### 2.1 Initial Proposals

No later than the regularly scheduled GPA Board meeting in January or January 31 of the calendar year in which this Agreement expires, whichever occurs first, SDEA shall submit its initial proposal for a successor agreement. GPA shall submit its initial proposal for a successor agreement at the next regular GPA Board meeting, but no later than March 31, of the calendar year in which this Agreement expires.

### 2.2 Good Faith Negotiation

The parties shall meet and negotiate in good faith on negotiable items on reopeners or a successor agreement beginning no later than April 15 of the calendar year in which this Agreement expires unless otherwise mutually agreed by the parties. Any agreement reached between the parties shall be reduced to writing and signed by them.

### 2.3 Distribution of Ratified Agreement

Within forty-five (45) days or twenty (20) business days, whichever occurs later, of ratification of the Agreement by both parties herein, GPA shall have sufficient copies prepared and delivered to the Union for distribution to each unit member in the school.

### 2.4 New Bargaining Unit Members

SDEA shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

### 2.5 Individual Contracts

Any individual contract executed between GPA and a unit member shall be subject to and consistent with terms and conditions of this Agreement.

## ARTICLE 3: ASSOCIATION RIGHTS

### 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 for communications related to Union activities. 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 Facilities**

Consistent with legal requirements and subject to priority use by GPA, the Union shall have the right to use GPA facilities and non-consumable equipment during non-work time for Union purposes. The Union shall be responsible for reasonable costs relating to their use of GPA facilities and non-consumable equipment. The Union shall follow the same process as for all public requests to use GPA facilities outside of GPA's regular business hours.

### **3.4 Association Leave**

In addition to leaves granted by the Educational Employment Relations Act (EERA), up to two (2) Union representative(s) shall each receive up to a total of three (3) 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. Association Leave shall not be taken during scheduled professional development, parent-teacher conferences or testing periods or when it interferes with the instructional program without mutual agreement. Requests for Association Leave must be submitted to GPA at least fourteen (14) days in advance of the scheduled date of leave. Where possible, Association Leave should be taken on non-instructional days other than scheduled Professional Development days.

## **ARTICLE 4: ORGANIZATIONAL SECURITY**

### **4.1 Dues Deductions**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months from September through June. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

### **4.2 Payment of Monies**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

### **4.3 Public Employment Relations Board (PERB) Regulations**

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action

to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

**4.4 Hold Harmless**

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

**4.5 Miscellaneous**

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form to GPA by SDEA.

4.5.2 GPA will not be responsible to either SDEA or the unit member for deductions withheld from a unit member's pay and transmitted to SDEA pursuant to a signed form submitted to GPA by SDEA.

4.5.3 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.

4.5.4 In accordance with California Education Code 45168(a)(6), GPA shall refer all requests for changes in membership to SDEA.

**4.6 Revocation of Membership**

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association. GPA will not be responsible for terminating deductions unless and until notified by SDEA pursuant to Article 4.5.1. The unit member will be required to seek such reimbursement from SDEA.

**4.7 Non-Interference**

GPA and SDEA further agree not to interfere with the unit member's choice if they join or refrain from joining SDEA.

## ARTICLE 5: CONTRACTUAL DISPUTE RESOLUTION<sup>1</sup>

### 5.1 Definitions

- 5.1.1 A “contractual dispute” is a claim by one or more unit members or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 5.1.2 The “complainant” is the unit member, unit members, or Union making the claim.
- 5.1.3 A “work day” is any day the complainant is scheduled to work and GPA is open for business.

### 5.2 Rights of Representation

A complainant may be represented at all stages of the contractual dispute resolution process by a Union representative.

### 5.3 No Reprisals

No reprisals of any kind shall be taken by any member or representative of GPA’s Leadership Team or the GPA Board of Directors against any complainant, any party in interest, any bargaining unit member, the Union, or any other participant in the contractual dispute resolution process by reason of such participation.

### 5.4 Procedures

#### 5.4.1 Level One: Cabinet Supervisor

Every effort should be made to resolve the contractual dispute between the complainant and the complainant’s Cabinet Supervisor. The complainant must identify the occurrence or omission giving rise to the contractual dispute in writing on a contractual dispute form (Appendix C) and request a meeting with their Cabinet Supervisor within ten (10) work days of the occurrence or omission which gave rise to the contractual dispute. The Cabinet Supervisor may be accompanied by another GPA representative at the conference. The Level One meeting shall take place within five (5) work days of the request unless mutually agreed otherwise by the parties. The Cabinet Supervisor or designee may conduct an appropriate investigation into the contractual dispute if appropriate and will provide a written response to the complainant within fifteen (15) work days of the conference.

#### 5.4.2 Level Two: Superintendent/Director

If the contractual dispute is not resolved at Level One, the complainant or representative shall submit the contractual dispute to the Superintendent/Director in writing using the approved contractual dispute form (Appendix C) within five (5) work days from the Level One written response from the Cabinet Supervisor. In the contractual dispute form, the complainant

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<sup>1</sup> For legal purposes, this article may be treated as a grievance procedure.

must detail the article or articles of this Agreement allegedly violated and attach any supporting documents or materials. A conference between the complainant and the Superintendent/Director or designee shall take place within five (5) work days of submission of the contractual dispute and accompanying materials unless the parties mutually agree otherwise. A written response will be returned by the Superintendent/Director or designee within five (5) work days of the Level Two conference.

5.4.3 Level Three: Mediation

If the contractual dispute is not resolved with the complainant at Level Two, within ten (10) work days from the date of the Level II written response, the parties may mutually agree to request that a conciliator/mediator from the State Mediation/Conciliation Service or any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the complaint. If an agreement is reached in mediation, the agreement shall be reduced to writing and shall be signed by the parties.

5.4.4 Level Four: Arbitration

- 5.4.4.1 In the event that the parties have not resolved a contractual dispute regarding all sections of the Agreement except those relating to discipline and dismissal at Level Two or Level Three, the contractual dispute shall proceed to binding arbitration governed by the following steps:
- 5.4.4.2 The parties agree to arbitrate the dispute before JAMS at the nearest JAMS office. The parties shall mutually agree upon an acceptable arbitrator within ten (10) work days from the date of the Level Two written response or, if applicable, the Level Three mediation.
- 5.4.4.3 The parties shall, at least ten (10) work days prior to the first hearing date, exchange exhibits and lists of their intended witnesses.
- 5.4.4.4 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by the applicable JAMS rules.
- 5.4.4.5 The jurisdiction and authority of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the Agreement at issue between the parties. The arbitrator shall consider only those issues raised by the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act

prohibited by law or which is in violation of the terms of this Agreement.

5.4.4.6 The decision of the arbitrator shall be submitted to SDEA and GPA and will be final and binding upon the parties.

5.4.5 Contractual Dispute Resolution Process for Issues Regarding Discipline and Dismissal

5.4.5.1 Contractual disputes regarding discipline and dismissal shall be subject to the first three levels of the contractual dispute process.

5.4.5.2 In the event that a contractual dispute is not resolved within the first three levels of the contractual dispute process, a unit member may appeal the contractual dispute to the SDEA-GPA Dispute Resolution Committee (DRC).

5.4.5.2.1 The DRC shall consist of one (1) representative employed by GPA and appointed by SDEA and one (1) representative appointed by GPA. SDEA and GPA DRC members shall be appointed to serve a term of one (1) year at the beginning of each school year. At the beginning of each school year, the parties shall also select an alternate DRC member in the event that a grievance involves their primary representative on the committee. A third member of the DRC shall be jointly selected by SDEA and GPA from within the GPA community when a contractual dispute rises to this level.

5.4.5.2.2 Both the complainant or their representative and a GPA representative will be entitled to make a presentation and present evidence relating to the contractual dispute to the DRC in a closed meeting within (10) work days from when the third member of the DRC is selected unless mutually agreed otherwise by the parties. Live testimony from witnesses will not be permitted. The location of the DRC conference shall be subject to the mutual agreement of the parties.

5.4.5.2.3 Within ten (10) work days from the closed meeting, the DRC shall issue a written decision to the complainant and GPA regarding whether the discipline and/or dismissal violated the terms of this Agreement and, if it did, a remedy. The decision of the DRC shall be final and binding upon the parties.



## **5.5 Costs**

All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by GPA and the Union. Upon mutual agreement, a qualified court reporter shall be employed to record verbatim the arbitration hearing. Without mutual agreement, either party may employ and compensate such a reporter or, upon a party's request, the arbitrator shall arrange to have the arbitration hearing audio recorded. All other costs, except for release-time for the complainant(s), Union representative(s), and witnesses, shall be borne by the party incurring them.

## **5.6 Miscellaneous**

When it is necessary for a representative designated by the Union to investigate a contractual dispute or attend a contractual dispute meeting or hearing during the workday, they shall be provided reasonable release without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right. Any timelines provided herein may be extended by mutual written agreement of the parties. Absent mutual agreement, a complainant's failure to comply with the timelines provided herein will result in the dismissal of the contractual dispute. A failure by GPA to meet the timelines provided herein shall result in the contractual dispute proceeding to the next step in the process.

# **ARTICLE 6: DISCIPLINE AND DISMISSAL**

## **6.1 Right to Representation**

Unit members may be represented by a reasonable number of union representative in disciplinary procedures with GPA Leadership.

## **6.2 Discipline Process**

Except when the unit member's conduct warrants otherwise, GPA shall utilize a progressive discipline procedure as set forth in this Article. Depending on the frequency and/or severity of the unit member's conduct, GPA may skip or repeat one or more of the below steps. Any of the below steps may be accompanied by a conference with Leadership.

6.2.1 Verbal warning, which may be documented by a written summary; however this written summary shall not be placed in the unit member's personnel file. Verbal warnings shall not be subject to the Contractual Dispute Resolution Process.

6.2.2 Written warning/letter of reprimand which shall be placed in the unit member's personnel file.

6.2.3 Termination.

## **6.3 Written Documentation of Disciplinary Actions**

6.3.1 Within ten (10) work days of placing any discipline documentation in a unit member's personnel file, GPA will provide a copy to that unit member.

6.3.2 The unit member shall have the right to submit a written response to the discipline document provided to the unit member pursuant to Article 6.2.2 within ten (10) work days of receipt to be included in the unit member's personnel file. Any response not received within the time limit will not be placed in the unit member's personnel file.

#### **6.4 Grounds for Discipline**

Grounds for discipline pursuant to this Article shall include the following:

6.4.1 Fighting, violence, or engaging in conduct that is disrespectful, intimidating or retaliatory while on GPA premises, performing GPA work or attending GPA-sponsored events.

6.4.2 Inappropriate physical contact with a student or students including but not limited to corporal punishment, tugging or pulling on clothing or backpacks, shoving, pushing, pulling or grabbing, throwing objects at students, shoving objects into students or giving "wet willies".

6.4.3 Using profanity or disrespectful or intimidating language while on GPA premises, performing GPA work or attending GPA-sponsored events.

6.4.4 Failing, refusing or being unwilling to teach GPA-approved curriculum and teach, uphold and participate in GPA culture.

6.4.5 Teaching curriculum or culture or engaging in conduct that is contrary to GPA's mission, practices or culture, including but not limited to any conduct which negatively impacts the student's relationship with GPA or grooming, instigating, manipulating or encouraging GPA students to break school rules or violate the Student Handbook.

6.4.6 Failing or refusing to support or enforce GPA's Student Handbook for GPA students.

6.4.7 Falsifying or altering GPA records or student achievement data.

6.4.8 Divulging confidential or protected student information including but not limited to student identifying information, student discipline, individual student data, student medical information, and/or student personal information without written permission from GPA except as required by law.

6.4.8.1 This section does not apply to unit members who are counselors or nurses operating in the course and scope of their employment.

6.4.9 Unauthorized use of GPA property or supplies.

6.4.10 Unsatisfactory performance.

6.4.11 Failing to obtain or maintain necessary credentials.

- 6.4.12 Being unfit for service, including the inability to appropriately instruct students or associate with students except to the extent prohibited by law.
- 6.4.13 Insubordination.
- 6.4.14 Falsifying or concealing information on employment records, employment information, an employment application, time record, or other GPA record.
- 6.4.15 Willfully or maliciously making false or untruthful statements to GPA Leadership.
- 6.4.16 Theft or the deliberate or careless damage or destruction of GPA property, or the property of GPA's employees or students or anyone on GPA property.
- 6.4.17 Possessing weapons on GPA property at any time, while performing work for GPA or while acting on behalf of GPA.
- 6.4.18 Possession of, being under the influence of, or using cannabis, products containing cannabis or CBD, e-cigarettes, vaping products, tobacco products, controlled substances unless prescribed for the unit member, illegal drugs or alcohol on GPA grounds, while performing any professional duties or when publicly representing GPA, such as at a professional conference.
- 6.4.19 Engaging in criminal conduct on GPA grounds, while performing GPA duties or when publicly representing GPA.
- 6.4.20 Negligent conduct or willful misconduct leading to the endangerment or harm of a GPA student or students.
- 6.4.21 Excessive tardies and absenteeism or being untruthful about the reasons for tardies and absenteeism except as prohibited by law.
- 6.4.22 Possession of, sharing, viewing or accessing pornographic, explicit, adult or sexually suggestive images or otherwise inappropriate content on GPA grounds or property, while working for GPA or while acting on behalf of GPA. This includes sharing with student(s) content which is not appropriate for the student(s)' age(s).
- 6.4.23 Violation of any GPA policies, practices or procedures.

## **6.5 Leave**

GPA reserves the right to place a unit member on paid leave at its discretion.

## ARTICLE 7: EMPLOYMENT STATUS

### 7.1 Employment Status

Unit members are employed on an at will basis. Accordingly, either GPA or the unit member can terminate the employment relationship at any time subject to the terms of this Agreement.

## ARTICLE 8: LAYOFF AND REEMPLOYMENT

### 8.1 Layoff of Bargaining Unit Members

The decision to lay off unit members is within the discretion of GPA.

### 8.2 Order of Layoff

8.2.1 The order of layoff shall be determined by a formula used to identify a “layoff priority score” for each bargaining unit member in the credential area to be reduced. This formula shall be applied as follows:

#### 8.2.1.1 Weights

- a. Seniority, defined as beginning from the last effective date of employment in a position within the bargaining unit, shall be attributed a weight equal to fifty percent (50%) of the unit member’s layoff priority score.
- b. Additional credentials, experience, and the average of the last three (3) GPA performance evaluations combined shall be attributed a weight equal to fifty percent (50%) of the unit member’s layoff priority score.

#### 8.2.1.2 Process for Determining a Unit Member’s Layoff Priority Score

Using the above criteria, a list (including each unit member subject to layoff and the score associated with that unit member) will be generated by GPA and provided to SDEA prior to notifying unit members of layoff. Depending upon the number of positions needed to be reduced, as decided by GPA, the lowest scoring unit members will be notified in writing of their layoff. If a unit member requests details regarding their scoring or the unit member believes they have additional information that was not considered in determining the rankings, such unit member may meet with the Superintendent/Director or designee along with a union representative if desired by the unit member, to provide any and all written or oral information to contest the scoring. Requests for this meeting must be made to Human Resources within five (5) workdays after the unit member has received written notification.

8.2.2 Except as set forth in this article, no unit member shall be laid off while any other unit member with a lesser layoff priority score or an intern is retained to

render a service which the unit member is certificated and qualified to render. A unit member is certificated and qualified to render a service if they possess the appropriate credential.

- 8.2.3 In the event that GPA makes an error with respect to the application of these procedures and criteria to an individual unit member, that unit member shall be retained and made whole, if necessary.

### **8.3 Permissible Deviations from Order of Layoff and Reemployment**

8.3.1 Notwithstanding any other provision of this Article, GPA may deviate from the layoff priority score/order of layoff and/or from the order of reemployment for the following reasons:

8.3.1.1 GPA demonstrates a specific need for personnel with a credential allowing more than one subject to be taught, to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization, and that the certificated unit member with a lesser layoff priority score has special training and/or experience necessary to teach that course or course of study or to provide those services, which others with a higher layoff priority score do not possess.

8.3.1.2 As required by GPA's charter or as required by law.

### **8.4 Notice of Layoff**

Unit members to be laid off shall be given at least thirty (30) days' written notice of the layoff. The written notice shall be delivered via email sent to the unit member's GPA email address. A copy shall also be sent via U.S. Priority mail to the last known address the unit member has on file with GPA. The notice shall be deemed effective on the earlier of the first work day following the date the email was sent or on the third (3rd) day after the notice was mailed.

### **8.5 Reemployment**

8.5.1 Unit members who have been laid off shall be placed on the reemployment list in the inverse order in which they were laid off for a period of twelve (12) months. Unit members on the reemployment list shall, upon written request to GPA, be offered employment as a Substitute on Call on the same basis as other Substitutes on Call.

8.5.2 A unit member who is laid off and is subsequently eligible for reemployment shall be notified by email to the unit member's last personal email address on file at GPA. The unit member shall have three (3) calendar days from the date the email is sent to respond to the offer of reemployment. If the notice of offer of reemployment is undeliverable or if the offer is not accepted by the unit member, the unit member's name shall be removed from the reemployment list and the unit member shall be deemed to have resigned from GPA. Upon

acceptance of reemployment, the unit member shall have seven (7) calendar days to report unless GPA agrees to an extension of the reporting date.

- 8.5.3 A unit member reemployed from the reemployment list shall be placed in the status which they held at the time of layoff. Time spent on the reemployment list shall not be counted toward step credit for salary purposes. For all other purposes, time spent on the reemployment list shall be counted in the same manner as an official unpaid leave (including the unit member maintaining their original date of hire).

## ARTICLE 9: HOURS

### 9.1 Contract Duty Days

The unit member contract year shall consist of two-hundred five (205) teaching and non-instructional days. The union shall have input in the development of the annual calendar(s), however final say and unit member placement on a calendar will be determined by GPA based on the diverse needs of students, families, and the community.

- 9.1.1 Fourteen (14) days shall be scheduled for a combination of professional development, teacher-directed preparation, department planning, and graduation.

- 9.1.2 Fifteen (15) days shall be scheduled each June for summer school.

9.1.2.1 Summer Session Work Assignments. For summer session, some unit members may be assigned to instruction while others may be assigned to assisting in class or special assignments as required by credential requirements, GPA operational needs and/or the needs of students. No later than March 1 of each school year, GPA will provide unit members with a survey identifying the tentative list of courses and school support activities that will be needed for the summer session. Unit members' preferences must be provided to GPA no later than March 10, to be considered. GPA will take unit members' preference into account where possible but there is no guarantee unit members will be assigned according to their preferences as student and operational needs will take precedence. GPA shall provide unit members with their tentative summer session work assignment no later than May 15.

9.1.2.2 Summer Session shall consist of three periods each workday, of which two (2) periods will be for instruction and one (1) period will be for preparation time. Each period shall be no more than two (2) hours and fifteen (15) minutes long.

9.1.2.3 Summer 2021 Program. Unit members other than those who work a 245 day calendar shall be given the option to work nineteen (19) days in July 2021 on a remote work assignment. Teaching assignments shall be limited to only online/virtual assignments. Unit

members who choose to work Summer 2021 shall be paid two paychecks each in an amount equal to their 2021-2022 salary divided by 22. GPA reserves the right to hire outside of the unit if needed to fill vacancies for the Summer 2021 Program. Individuals hired directly by GPA to fill vacancies will be temporary unit members. Individuals hired through agencies for the Summer 2021 Program will not be considered unit members and will not be subject to the CBA.

- 9.1.3 Special Assignment Work Year. Unit members on special assignment may be assigned to work a different work year calendar at the discretion of GPA, and with the consent of the affected unit member(s). Special assignment calendars will be determined annually based on the needs of the organization. The calendar of work days will be assigned according to specific roles of the unit member on special assignment and may vary from year to year.
- 9.1.4 Visual and Performing Arts (VAPA) Department. Unit members in VAPA may be assigned to work a different work year calendar at the discretion of GPA. VAPA work year calendars will be determined annually based on the needs of the organization. The calendar work days will be assigned according to specific roles of the unit member and may vary from year to year.
- 9.1.5 Counselors. At its discretion, GPA may assign an individualized calendar to a unit member assigned in a counseling role.
- 9.1.6 Substitute on Call (SOC). There is no standard work year calendar for SOC unit members. SOC unit members have no guaranteed number of work days during the work year. SOC unit members are assigned work days at the discretion of GPA with the SOC unit member's consent.

## 9.2 Work Hours

### 9.2.1 Work Day

- 9.2.1.1 Standard Work Day. Unit members are expected to be at school at least eight hours each work day, even on non-instructional days, pursuant to a schedule set by GPA. As professional exempt employees, it is understood that work is likely required beyond the hours set forth herein in order for each unit member to adequately fulfill his or her duties.
- 9.2.1.2 Special Assignment. Work hours for unit members designated as being on a special assignment may vary at the discretion of GPA based on the needs of GPA. Unit members may be assigned a special assignment at the discretion of GPA, and with the consent of the affected unit member. Special assignments are determined annually based on the needs of GPA. Work hours will be assigned according

to the specific role of the unit member on special assignment and may vary from year to year.

- 9.2.1.3 Visual and Performing Arts (VAPA) Department. Work hours for unit members in the VAPA department may vary for performances and special events at the discretion of GPA based on the needs of GPA. Work hours will be assigned according to specific roles of the unit member and may vary from year to year.
- 9.2.1.4 Counselors, Speech Pathologist, Psychologists. Work hours for counselors, speech pathologists and psychologists may vary based on the needs of students and GPA. Work hours will be assigned according to specific roles of the unit member and may vary from year to year.
- 9.2.1.5 Substitutes On Call (SOC). There is no standard work day for SOC unit members. SOC unit members have no guaranteed number of work hours during the work year. SOC unit members are assigned work hours at the discretion of GPA with SOC unit members' consent.
- 9.2.2 Meal Break. Full-time unit members will have a 30-minute duty-free meal period each work day, except in an emergency, during inclement weather, during special events (e.g. honor roll, spirit week, the week before student vacations, etc.) or when coverage (including but not limited to substitute teaching or supervision coverage) is otherwise needed.
- 9.2.3 Teaching Schedule. During a work day, full-time teachers of record will have 4 periods of instruction and 1 period of conference/preparation time. Conference/preparation time may only be used for GPA-related activities.
- 9.2.4 Meetings/Special Events. Unit members will attend meetings and special events as part of or in addition to the work day, including but not limited to:
  - 9.2.4.1 Grade level, department and professional development meetings, as assigned.
  - 9.2.4.2 Parent-Teacher Conference, Student Intake/ Re-entry meetings, IEP meetings, SST and 504 meetings as assigned.
  - 9.2.4.3 Open House, Convocation, Commitment Day and Experience GPA (6<sup>th</sup> grade teachers only and assigned unit members), Book Fair, College Class, Freshman Orientation (9<sup>th</sup> grade teachers only and assigned unit members), Senior Activities (12<sup>th</sup> grade teachers only and assigned unit members), Junior Handoff (11<sup>th</sup> and 12<sup>th</sup> grade teachers only and assigned unit members), and AP Training Program, AP Parent Meeting and AP Study Sessions as needed, requested or assigned.



- 9.2.5 Active Supervisory Time. During the work day, all unit members will perform student supervision duties as assigned. During this time, unit members will actively supervise students. Supervision schedules will be assigned and communicated by GPA. GPA retains the power and authority to direct, lead, and control supervision responsibilities and assignments according to the needs of the organization.
- 9.2.6 Tutoring. Full-time unit members who are teachers of record will provide regular tutoring each week, according to a schedule to be approved by GPA. It is GPA's expectation that each unit member will provide an average of three hours of tutoring each week.
- 9.2.7 Class Coverage Pay.
- 9.2.7.1 Unit members who are assigned to cover a class period during their conference/preparation period shall be paid Fifty Dollars (\$50.00) per period as additional compensation.
- 9.2.7.2 Any unit member who desires to be considered first when class coverage is needed may sign up with Human Resources at any time during the school year. These unit members will be listed on a roster and GPA will consider them for coverage duty on a rotating basis subject to schedule and suitability prior to assigning the coverage to a unit member not on this roster. Any unit member can be called upon to provide coverage when necessary and will be obligated to cover the assigned period. The frequency of coverage will depend on teacher absences and student and operational needs.

### **9.3 Limitation on Number of Preparations/Courses**

GPA shall strive to assign unit members to teach no more than three (3) preparations/courses per semester. Additional supports may be provided to unit members assigned to teach more than three (3) preparations/courses.

## **ARTICLE 10: WAGES**

### **10.1 Salary Rates**

- 10.1.1 The salary schedule for Teachers and Counselors for the term of this Agreement is attached as Appendix A, Schedule A.
- 10.1.2 The salary schedule for Speech-Language Pathologists and School Psychologists for the term of this Agreement is attached as Appendix A, Schedule B.
- 10.1.3 Unit members employed by the school on June 30, 2021 shall receive a one-time payment of \$2,000. This payment shall be made no later than July 31, 2021.

- 10.1.4 No later than July 31, 2021, GPA will pay unit members who were paid less than \$4,853.33 per month between January 1, 2021 and June 30, 2021, an amount equal to the difference of their monthly salary and \$4,853.33 during that time period.
- 10.1.5 The pay rate for Substitutes on Call for the term of this Agreement shall be \$25 per hour.
- 10.1.5.1 Substitutes on Call in a long-term assignment shall be \$27 per hour. A long-term assignment occurs when a Substitute on Call is in the same assignment for five (5) or more consecutive days.
- 10.1.5.2 For the purpose of this section, Substitutes on Call are defined as unit members who are, at a minimum, authorized by the California Commission on Teacher Credentialing to teach under a 30-day emergency permit and who are working in place of a regular unit member.
- 10.1.6 Salary will be paid semi-monthly over twenty-two pay periods, in equal amounts. At the commencement of each year, unit members can exercise the option to have their salary paid over twenty-three (23) or twenty-four (24) pay periods by submitting the appropriate form to GPA's Human Resources by the designated deadline.
- 10.1.6.1 Unit members whose employment with GPA is terminated for any reason prior to the end of the school year shall repay any salary paid to them by GPA in excess of their actual earnings within thirty (30) days of their last day of employment.

## **10.2 Step Advancement**

- 10.2.1 Step advancements on the salary schedule are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. All unit members who have worked for at least eighty percent (80%) of the work days in the school year qualify and shall advance one step for each year of creditable service at GPA until the maximum step of the salary schedule has been reached.
- 10.2.2 If the school's budget reserve is projected to fall below seven (7) percent of budgeted general fund expenses in the next fiscal year, unit members shall not move to the next step on the Salary Schedule. The parties agree to bargain unit member movement on the Salary Schedule for the following fiscal year if state funding is not increased and reserves remain below seven (7) percent of budgeted general fund expenses.

## **10.3 Placement on the Salary Schedule**

- 10.3.1 Newly-employed unit members shall be placed on step 1 of the applicable salary schedule.

10.3.2 Unit members currently employed by GPA will be placed on the appropriate step on the salary schedule based on the number of years the unit member has been employed at GPA. In the event a unit member is placed on a step which would result in a lower salary than they received for the 2020-2021 school year, the unit member's respective salary shall remain at their 2020-2021 salary plus an increase of four percent (4%) until the unit member is eligible for an increase based on their actual years of service except as set forth in 10.3.2

10.3.2.1 All unit members will receive a minimum four percent (4%) increase in annual salary for the 2021-2022 school year with the exception of unit members on Appendix A, A Schedule who earn a salary in excess of \$100,000 for the 2020-2021 school year.

10.3.3 For the purpose of this section, credit for a step shall be considered having worked eighty percent [80%] or more of the days in a work year.

#### **10.4 Additional Work**

10.4.1 Additional voluntary work outside of regular contract service shall be compensated at a rate determined by GPA. GPA shall notify SDEA of rate or formula for compensation prior to the unit member performing the work.

10.4.2 Unit members who agree to additional work which requires travel shall be reimbursed for expenses pre-approved by the Director in writing.

#### **10.5 Mileage**

If a unit member is assigned to travel, mileage reimbursement for unit members shall be the current applicable Internal Revenue Service Rate.

### **ARTICLE 11: HEALTH AND WELFARE BENEFITS**

#### **11.1 Eligibility**

##### **11.1.1 Bargaining Unit Eligibility for Health and Welfare Benefits**

Eligible unit members are those active unit members who regularly work 30 hours a week or more, or such unit members on paid leaves receiving their regular salary, or unit members on unpaid leaves as required by law.

##### **11.1.2 Eligible Dependents**

Eligible dependents are:

11.1.2.1 A unit member's legal spouse, registered domestic partner, or unregistered domestic partner who is not legally married to another individual.

11.1.2.2 For medical benefits, and to the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit

member is named legal guardian by court order) who has not attained their twenty-sixth (26<sup>th</sup>) birthday, is not covered for benefits as an employee, or is not on active duty as a member of the armed forces.

11.1.2.3 For dental and vision benefits, and to the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained their twenty-sixth (26<sup>th</sup>) birthday.

11.1.2.4 To the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained their twenty-sixth (26<sup>th</sup>) birthday, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of intellectual disability or physical handicap incurred prior to age nineteen (19).

11.1.2.5 For the purpose of this section, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations from same sex domestic partners. It also allows Declarations to be filed by opposite sex domestic partners where one or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

### 11.1.3 Effective Date and Termination of Coverages

11.1.3.1 Members become eligible for benefits immediately upon their date of hire or date of transfer to a benefit eligible position.

11.1.3.2 Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later, to the extent permitted by law.

11.1.3.3 A unit member having established eligibility for employer-paid benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position. Refunds may be given to terminated employees in instances of overpayment.

- 11.1.3.4 Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
- 11.1.3.5 For purposes of beginning or terminating coverage, unit members who are on an approved paid leave or as required by law shall continue to receive coverages provided for under this Article.
- 11.1.3.6 If a unit member does not enroll for coverage for self and eligible dependents under a GPA-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty (30) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period each year.

**11.2 Medical Benefits Plans**

GPA shall provide at least one medical benefit plan option which meets the minimum essential coverage required by law to eligible unit members and eligible dependents. To the extent reasonably possible and based on what is available in the market place, GPA shall continue to provide additional benefit plan option(s) similar to the plan options that are currently offered to the extent such plan options are available at similar costs,.

**11.3 Dental Benefits Plan**

GPA shall provide at least one dental benefit plan option to eligible unit members and eligible dependents per the terms of the plan.

**11.4 Vision Insurance**

GPA shall provide at least one vision benefit plan option to eligible unit members and eligible dependents per the terms of the plan.

**11.5 Employer Contribution: Medical, Dental and Vision**

11.5.1 For a unit member only, GPA shall pay the full premium cost of the least expensive medical, dental and vision plan options available, or \$650 per month/\$6,500 per year toward the cost of the selected plans, whichever is less. In the event that a unit member selects a plan option that exceeds the cost of GPA's required contribution, then the unit member shall pay the difference between GPA's required contribution and the cost of selected plan option.

11.5.2 For a unit member plus spouse or domestic partner, child/children or spouse/domestic partner plus child/children, GPA shall pay the full premium cost of the least expensive medical, dental and vision plan options available, or \$1,400 per month/\$14,000 per year toward the cost of the selected plans, whichever is less. In the event that a unit member selects a plan option that exceeds the cost of GPA's required contribution, then the unit member shall pay the difference between GPA's required contribution and the cost of selected plan option.

11.5.3 Unit members selecting a health/dental/vision plan that costs less than the caps listed in 11.5.1 or 11.5.2 shall have the option to use the remaining balance towards the cost of the voluntary Life/AD&D plan.

## **11.6 Additional Benefit Plans**

Full-time eligible unit members will also be covered under an insurance policy that includes Basic Life/Accidental Death and Dismemberment Insurance, Long-term Disability Insurance, and Short-term Disability Insurance at no cost to the unit member. GPA may offer voluntary plans that will be the unit member's responsibility to purchase and pay for.

### **11.6.1 Flexible Spending Accounts**

GPA will offer a Flexible Spending Account that includes both health care and dependent care.

## **11.7 State Disability Insurance**

All unit members are enrolled in California State Disability Insurance (SDI).

## **11.8 California State Teacher's Retirement System (Cal STRS)**

Unit members will be enrolled in CalSTRS or may continue in the California Public Employee Retirement System (CalPERS) if already enrolled in CalPERS to the extent permitted by law.

## **11.9 General**

11.9.1 The benefits described in this Article are governed by the official plan documents associated with each benefit plan.

11.9.2 In advance of the beginning of the plan year which commences on September 1 of each year, employees may participate in open enrollment to change their benefit plan. Open enrollment is the only time of year that an employee may change their health benefit carrier. An employee may add or remove dependents during the contract year pending an IRS approved qualified event (e.g. pregnancy, death of a dependent, divorce, marriage). GPA will provide advance notice of the open enrollment period to the extent possible. GPA will provide at least one benefits presentation for unit members during work time.

## **ARTICLE 12: LEAVES**

### **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 as required by law 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 fifteen (15) minutes. 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/unregistered 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/unregistered 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 California State Teachers Retirement System (CalSTRS) regulations. This section does not apply to SOC unit members.

12.3.3 GPA will provide each unit member with the amount of their total accrued sick leave as required by law.

#### **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 Leave**

12.5.1 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**

12.6.1 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.

12.6.2 Unit members who qualify for paid Bereavement Leave may be eligible to use up to five (5) accrued days of Sick Leave in addition to Bereavement Leave with GPA's approval.

12.6.3 Unit members who do not qualify for paid Bereavement Leave may be eligible to use up to five (5) accrued days of Sick Leave with GPA's approval.

#### **12.7 Jury Duty and Court Witness Leave**

12.7.1 All unit members who receive a notice of jury duty or a court order or a subpoena requiring them to testify as a witness in court must notify their supervisor and provide a copy of the official jury duty notice, court order or subpoena, to the Human Resources Department as soon as possible. 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, if required, for jury duty or to testify in court as a witness pursuant to a court order or a subpoena. 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 Leave Without Pay**

- 12.8.1 Unit members who are not otherwise eligible for leave pursuant to the Family Medical Leave Act or the California Family Rights Act may be granted an unpaid leave of absence for up to twelve (12) weeks following the birth or adoption of a child or to take care of a family member with a serious illness or any other reason permitted by FMLA or CFRA.
- 12.8.2 Unit members who wish to take leave pursuant to this Article 12.8 may be required to provide documentation from a healthcare practitioner to support the need for leave.
- 12.8.3 Unit members may choose to use accrued sick leave during this otherwise unpaid leave of absence as permitted by law.
- 12.8.4 Unit members on unpaid leave pursuant to this article are eligible for benefits under the same terms and conditions as a unit member on FMLA/CFRA leave to the extent permitted by law and the benefit plan documents.

## **12.9 Unit Members on Special Assignment and Extended Calendar**

Unit members who are on special assignment and who are scheduled to work an extended calendar greater than a 205-day work year will be eligible to earn paid vacation leave on the same terms and conditions as non-unit members working the same extended calendar.

## **12.10 Other Leaves**

Unit members shall be granted all other leaves afforded them under state and federal law. For unpaid leaves afforded under state and federal law, unit members may choose to use accrued sick leave as permitted by law.

# **ARTICLE 13: EVALUATION**

## **13.1 Evaluations**

- 13.1.1 Unit members will be formally evaluated on an annual basis on a variety of criteria including but not limited to the unit member's implementation of GPA's belief system, mission and vision; implementation of GPA's culture; implementation of GPA's professional development; and satisfactorily meeting the California Standards for the Teaching Profession as applicable.
- 13.1.2 GPA will provide each unit member with the unit member's written formal evaluation.
  - 13.1.2.1 The unit member shall be given a copy of the unit member's written formal evaluation and shall acknowledge that they have read such material by signing and dating the original evaluation. It is understood that the unit member's signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

- 13.1.2.2 The unit member may, within ten (10) calendar days, submit written comments to Human Resources which shall be attached to the evaluation and become a permanent part of the document.
- 13.1.2.3 At either GPA or the unit member's request, GPA and the unit member will meet to discuss the formal evaluation.
- 13.1.2.4 GPA may informally evaluate and provide feedback to unit members on an ongoing and continuous basis.

## **13.2 Observations**

- 13.2.1 The formal evaluation process will also include a minimum of one (1) observation per school year conducted by GPA's Director/Superintendent and/or a designated Leadership team member which shall be scheduled in advance. Observations used as part of the formal evaluation process shall be scheduled in advance. If a unit member is absent on the day of their scheduled observation pursuant to this section, they forfeit the opportunity for advance notice and other observations may be used in lieu of an observation pursuant to this section.
- 13.2.2 The formal evaluation process may also include ongoing and continuous observations conducted by GPA's Director/Superintendent and/or a designated Leadership team member which will occur during the school day and need not be announced in advance.

## **13.3 Additional Support**

- 13.3.1 Unit members receiving feedback indicating a need for improvement may request a conference to discuss options to improve their performance, resources to assist them in improving or to request other support from GPA.
- 13.3.2 Upon receiving a request for a conference, GPA and the unit member shall meet to discuss the following:
  - 13.3.2.1 The areas where improved performance is necessary;
  - 13.3.2.2 Resources available to assist the unit member; and
  - 13.3.2.3 Actions the unit member may take to improve their performance.
  - 13.3.2.4 Regardless whether the unit member requests a conference, this section will not prevent GPA from requiring the unit member to make specific improvements or utilize specific resources.

## **13.4 Personnel Files**

- 13.4.1 A unit member has the right to inspect or receive a copy of their personnel file at reasonable times, at a reasonable place, for a reasonable period of time and on reasonable advance notice to the Human Resources office. All requests shall be put in writing on the form maintained by the Human Resources office. If the

request includes a request for copies, the unit member may be required to pay for the actual costs of copying. GPA will permit unit members to inspect their personnel files within ten (10) work days of receipt of such written request and will provide copies of personnel files within twenty (20) work days of receipt of such written request.

13.4.2 The unit member may be accompanied by a union representative while reviewing the records, which may be done in the presence of a GPA confidential employee or designee. A union representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

13.4.3 Unit members are not entitled to inspect or copy letters of reference, ratings, reports or records obtained prior to the unit member's employment with GPA.

### **13.5 Placement of Derogatory Materials in Personnel Files**

13.5.1 Derogatory material shall not be entered in a unit member's personnel file unless and until the unit member is notified and given an opportunity to review.

13.5.2 The unit member shall be given a copy of the material and shall acknowledge that the unit member has read such material by signing and dating the original record if requested by GPA. It is understood that the unit member's signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

13.5.3 The unit member's review of such derogatory material will take place during normal business hours, at a mutually agreed-upon time. The unit member shall be released from duty without loss of pay for this purpose, if necessary.

13.5.4 The unit member may, within ten (10) calendar days, submit written comments which shall be attached to such material and become a permanent part of the document.

## **ARTICLE 14: SECTION SIZE AND CASELOADS**

### **14.1 GPA's Section Size Mission**

GPA's Section Size Article is written with the intent to preserve the flexibility and creativity that has been an integral part of GPA's proven success over time. GPA has and will continue to make every effort to maintain section sizes that are best for students but must also be able to respond to changing state budgets and other operational needs. This Article is designed to permit the possibility of future sections and the ability to continue to be creative in designing learning environments that benefit students but may not be represented in contract form (i.e. Creative Catalyst Combination Classes). The section numbers set forth in this Article are meant to represent future possibilities, as GPA continues to grow in both scope and size.

### **14.2 Section Size**

GPA shall make all reasonable efforts to maintain the maximum section sizes as set forth below in this Article. However, all stakeholders recognize the necessity of maintaining

flexibility in section size in order to address unforeseen circumstances. If a section size exceeds the numbers set forth in this Article, there will be a conference between GPA and the affected unit member(s). Through this dialogue, options will be discussed to provide alternatives to decreasing the section size which may include additional instructional support, additional support materials, lower section sizes in other sections, or other supportive measures. If the dialogue fails to resolve the situation to the unit member's satisfaction, the overage shall be subject to the Contractual Dispute Resolution Process.

**14.3 College Preparatory A-G Course Sections**

Except as set forth in this Article, GPA shall make all reasonable efforts to limit the number of students in a single College Preparatory A-G Course section as set forth below for both middle school and high school. College Preparatory A-G Course sections include the following:

	<u>Section</u>	<u>Section Size</u>
A	(History/Social Science)	35
B	(English)	35
C	(Math)	35
D	(Science)	35
E	(LOTE)	35
F	(VAPA)	35 for a single class period. Music, drama and theater tech sections are exempted from this maximum.
G	(College Preparatory Elective)	35

**14.4 Exercise and Nutritional Science Sections**

GPA shall make all reasonable efforts to limit the number of students in a single Exercise and Nutritional Science (“ENS”) class section to 50.

**14.5 All Other Course Sections**

GPA shall make reasonable efforts to limit the number of students in a single course section to 60, other than as set forth in 14.3 and 14.4.

**14.6 Creative Catalyst Combination Classes**

To foster GPA’s goals for unit members to be a creative catalyst for GPA’s mission, GPA and a unit member may mutually agree to allow the unit member to teach a Creative Catalyst Combination Class which combines one or more of the individual sections referenced in sections 14.3, 14.4 and 14.5 into one section that may exceed the applicable section size cap.

14.6.1 Unit members who agree to teach a Creative Catalyst Combination Class shall be placed on the next highest step for the duration of the assignment. Unit members on Step 20 shall receive a stipend equal to three percent (3%) of their

annual salary. Unit members who receive an annual salary above and beyond Step 20 shall not receive any additional payment.

**14.7 Special Education and Speech-Language Pathologists**

GPA shall make reasonable efforts to keep caseloads as low as possible. The following special education caseload maximums shall be in place:

<u>Position</u>	<u>Caseload</u>
Education Specialist Mild/Moderate	28
Education Specialist Moderate/Severe	18 with a maximum adult to student ratio of 6 to 1 for class size.
Speech-Language Pathologist	In the event that the caseload for the Speech-Language Pathologist exceeds 55, additional staffing support will be provided in the form of either an SLP Assistant or someone equivalently qualified to provide speech and language support.

**14.8 Supports for Classes with High Concentrations of Students with IEPs**

14.8.1 A “cohort” class is defined as a general education class wherein more than 20% of enrolled students have an Individualized Educational Program (IEP).

14.8.1.1 A cohort class shall be assigned one credentialed general education teacher and one special education support teacher or one credentialed Education Specialist in accordance with student services specified in the students’ IEPs. Additional staffing may be provided based upon student IEPs, or classroom need as determined by GPA, the general education teacher and an Education Specialist.

14.8.1.2 As a goal, the general education teacher and special education support teacher assigned to that teacher will be provided time to plan and training to successfully implement student IEP services.

**14.9 Counselor Caseloads**

The counselor caseloads will be determined by the enrollment in their assigned grade levels and may vary from year to year.

**ARTICLE 15: SAFETY**

**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 unit member from duty if they choose 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.
- 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 their 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.

### **ARTICLE 16: ASSIGNABILITY**

#### **16.1 Agreement Assignability**

This Agreement is assignable. Except as set forth in this Article, GPA agrees that it shall not approve any merger, change of employer, or transfer of charter school employees without a written assignment of this Agreement to any new, subsequent, or successor employer of unit members.

#### **16.2 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 thirty (30) 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 expedited arbitration, status quo regarding the terms and conditions of employment under the SDEA/GPA Agreement shall be maintained.

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

### **ARTICLE 17: LEADERSHIP RIGHTS**

#### **17.1 Authority to Direct, Lead and Control**

17.1.1 GPA retains all of its powers and authority to direct, lead and control its operations to the fullest extent of the law unless expressly limited or precluded by any provision of this Agreement.

17.1.2 To the extent not limited or precluded by any provisions of the Agreement, GPA has the power, right and authority to adopt policies, rules, regulations and practices in the exercise of its retained rights.

**17.2 Emergency Rights**

GPA retains its right to take action in cases of emergency and in doing so may temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency for a period not to exceed forty-five (45) days unless mutually extended by GPA and SDEA. An emergency is defined as an act of God, natural disaster, pandemic or other unforeseen occurrence such as a mid-year reduction or non-payment of state funds that cannot be addressed by exercising any other provision of this Agreement, and that would imperil the continued operation of GPA. If GPA modifies or suspends any portion of this Agreement in response to an emergency, it shall meet with SDEA within ten (10) work days to bargain the impacts and effects that the declared emergency has on the Agreement. Such negotiations shall include but not be limited to the duration and nature of the modification.

**ARTICLE 18: EFFECT OF AGREEMENT**

**18.1 Duration**

This agreement is entered into effective July 1, 2021, and will remain in effect until June 30, 2022.

**18.2 Zipper Clause**

All matters within the scope of bargaining have been negotiated and agreed upon as set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between SDEA and GPA as to any matter which could have been negotiated.

**18.3 Changes, Amendments, and Supplements**

This agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the parties. Upon ratification by SDEA and GPA, any such changes, amendments, or supplemental agreements shall be implemented.

**18.4 Savings Clause**

If any provision of this Agreement shall be asserted to be contrary to law or the GPA Charter, then such provision shall be deemed invalid and unenforceable, but all other provisions shall continue in full force and effect. In the event that any article or section is asserted to be invalid pursuant to this section, SDEA and GPA agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.



San Diego Education Association, CTA/NEA

Date: July 8, 2021

DocuSigned by:  
*Anthony Saavedra*  
By: \_\_\_\_\_  
4B2228B343444A...  
Anthony Saavedra

Date: July 8, 2021

DocuSigned by:  
*Trisha Harding*  
By: \_\_\_\_\_  
D9C1887C9E2047B...  
Trisha Harding

Gompers Preparatory Academy

Date: July 8, 2021

DocuSigned by:  
*Jenny Parsons*  
By: \_\_\_\_\_  
42B84ECBA7942F...  
Jenny Parsons, Chief Business Officer

## APPENDIX A



# GOMPERS PREPARATORY ACADEMY *A UCSD Partnership*

1005 47th Street, San Diego, CA 92102 p. (619) 263-2171 f. (619) 264-4342 [www.gompersprep.org](http://www.gompersprep.org)

## Salary Table 205-Day Teachers/Counselors Appendix A, Schedule A

Year	1	2	3	4	5	6	7	8	9	10
Salary	\$57,893	\$57,893	\$57,893	\$57,893	\$60,349	\$63,284	\$64,964	\$65,681	\$66,400	\$67,116

Year	11	12	13	14	15	16	17	18	19	20
Salary	\$67,834	\$68,553	\$69,271	\$69,988	\$70,706	\$70,999	\$72,859	\$72,859	\$73,578	\$74,296



# GOMPERS PREPARATORY ACADEMY *A UCSD Partnership*

1005 47th Street, San Diego, CA 92102 p. (619) 263-2171 f. (619) 264-4342 [www.gompersprep.org](http://www.gompersprep.org)

## Salary Table

### 205-Day Speech-Language Pathologist and School Psychologist

Appendix A, Schedule B

Year	1	2	3	4	5	6	7	8	9	10
Salary	\$89,303	\$89,303	\$98,350	\$98,350	\$103,834	\$103,834	\$104,997	\$104,997	\$104,997	\$104,997

Year	11	12	13	14	15	16	17	18	19	20
Salary	\$104,997	\$107,768	\$107,768	\$107,768	\$107,768	\$107,768	\$112,285	\$112,285	\$112,285	\$112,285

## **APPENDIX B**

DRAFT 205  
2021-2022 School Schedule

DRAFT 205 2021-2022 School Schedule																															School Day	Non-School Work Day	Holiday	Total	
	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	S	N	H	
Jul 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
				H																												0	0	1	0
Aug 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
									N	N	N	N	N			S	S	S	S	S				S	S	S	S		S	S	12	5	0	17	
Sep 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
		S	S	S		H	S	S	S	S			S	S	S	S			S	S	S	S				S	S	S	S	21	0	1	21		
Oct 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
		S			S	S	S	S			S	S	S	S			S	S	S	S				S	S	S	S		S	S	21	0	0	21	
Nov 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
		S	S	S	S	S			S	S	S	H	S		S	S	S	S							H	H		S	S	16	0	3	16		
Dec 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
		S	S	S		S	S	S	S	S			S	S	S	S								H	H				H	H	13	0	4	13	
Jan 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
				N	S	S	S	S			S	N	N	N	N		H	S	S	S	S				S	S	S	S		S	15	5	1	20	
Feb 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28							
		S	S	S	S		S	S	S	S	S			S	S	S	S	H			H	S	S	S	S			H	17	0	3	17			
Mar 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
		S	S	S	S		S	S	S	S	S			S	S	S	S			S	S	S	S							H	19	0	1	19	
Apr 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
				N	S	S	S	S			S	S	S	S	S		S	S	S	S				S	S	S	S		S	S	19	1	0	20	
May 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
		S	S	S	S	S			S	S	S	S	S			S	S	S	S	S				S	S	S	S	N		H	S	20	1	1	21
Jun 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
		S	S	S		N	N	N	N	N			N	N	N	N	N			N	N	N	N	N			N	N	3	17	0	20			
																															176	29	15	205	

- H HOLIDAY
- S SCHOOL DAY
- DAYS OFF TRACK
- N NON SCHOOL DAY
- WEEKENDS

## APPENDIX C

# CONTRACTUAL DISPUTE FORM

**Complainant Name:** \_\_\_\_\_

**Date Filed:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Name of Designated Representative:** \_\_\_\_\_

**Alleged contract violation(s) [attach additional sheets if necessary]:**

**Describe the specific grounds for your contractual dispute (include details, dates, names of witnesses and places necessary for complete understanding). Include specific remedy sought. [attach additional sheets if necessary]**

**Complainant Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Date received by Cabinet Supervisor or Designee:** \_\_\_\_\_ **Received By:** \_\_\_\_\_

**Date(s) conference held:** \_\_\_\_\_

**Names of conference attendees:** \_\_\_\_\_

**Level 1 response to complainant:**

**Cabinet Supervisor or Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**I hereby appeal this contractual dispute to Level 2\* (Superintendent/Director or Designee).**

**I represent that I have attached all documents and materials supporting my position in this contractual dispute to this form.**

**The article(s) of the Collective Bargaining Agreement that I believe have been violated is/are:**

**Complainant's Signature(s)** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>Date received by Superintendent/Director or Designee:</b> _____ <b>Received By:</b> _____</p> <p><b>Date(s) conference held:</b> _____</p> <p><b>Names of conference attendees:</b> _____</p> <p>_____</p> <p><b>Level 2 response to complainant:</b></p>          <p><b>Superintendent/Director or Designee:</b> _____ <b>Date:</b> _____</p>
--

**I hereby request that this contractual dispute be mediated according to Level 3\* (Mediation)[Optional].**

**Complainant's Signature(s)** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>Date received by Superintendent/Director or Designee:</b> _____ <b>Received By:</b> _____</p> <p><b>Level 3 response to complainant:</b></p>          <p><b>Superintendent/Director or Designee:</b> _____ <b>Date:</b> _____</p>
---

**I hereby request that this contractual dispute be appealed to Level 4\*:**

\_\_\_\_\_ **Binding Arbitration**

\_\_\_\_\_ **Dispute Resolution Committee**

**Complainant's Signature(s)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date received by Superintendent/Director or Designee:** \_\_\_\_\_ **Received By:** \_\_\_\_\_