

**AGREEMENT**  
**BETWEEN**  
**GARDEN GROVE UNIFIED**  
**SCHOOL DISTRICT**  
**AND THE**  
**GARDEN GROVE**  
**PUPIL PERSONNEL SERVICES**  
**ASSOCIATION**



**GARDEN GROVE, CALIFORNIA**  
**AUGUST 1, 2016 – JULY 31, 2017**

# **GARDEN GROVE UNIFIED SCHOOL DISTRICT**

## **ACKNOWLEDGEMENTS**

### **GGUSD BOARD OF EDUCATION**

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### **NEGOTIATIONS COMMITTEE**

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## ARTICLE 1 - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Garden Grove Unified School District ("Board") and the Garden Grove Pupil Personnel Services Association ("Association"), an employee organization.
- 1.2 The Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code ("Act").
- 1.3 The Agreement shall remain in full force and effect from August 1, 2016, to July 31, 2017.

## ARTICLE 2 - RECOGNITION

- 2.1 The Garden Grove Unified School District and the Garden Grove Pupil Personnel Services Association agree that the following comprises an appropriate unit of certificated employees:

All certificated employees, not excluded by Section 2.2 of this document, who are regular, full time, more than half time, permanent, temporary and probationary employees and are employed in the following positions:

Audiologists  
Counselors  
Psychologists  
Speech and Language Pathologists

Employees whose assignments are partially in one position and partially in another shall be assigned to the bargaining unit which represents the majority part of their daily assignment.

- 2.2 Excluded from this unit are: substitutes; management and confidential employees as designated below; employees who are in the teachers' unit who are listed below; and any other employee not specifically included below:

Management and Confidential  
Superintendent  
Associate Superintendent  
Assistant Superintendent  
Assistant to the Superintendent  
Director  
Principal  
Assistant Principal  
Coordinator  
Supervisor  
Specialist  
Teachers' Unit  
Teachers  
Nurses  
Librarians  
Student Advisors

- 2.3 The parties further agree that the above description is a complete agreement by the parties and that neither party will appeal the appropriate unit to the Public Employees Relations Board or to any court.

### **ARTICLE 3 - DEFINITIONS**

- 3.1 Employee - Employee who is included in the appropriate unit as defined in Article 2.1 and therefore covered by the terms and provisions of this Agreement.
- 3.2 Work Day - A day when schools in the District are in session excluding Saturdays, Sundays, and Summer Session.
- 3.3 School Day - The amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
- 3.4 Immediate Family - Members of the immediate family means the mother, father, child, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son-in-law, daughter-in-law, brother, or sister of the employee, or any relative living permanently in the immediate household of the employee.
- 3.5 Board - Board of Education of the Garden Grove Unified School District. It is understood that the Board may discharge its duties by means of authorized officers, representatives, or committees.
- 3.6 School District - The term School District shall refer to the Garden Grove Unified School District.
- 3.7 Association - Garden Grove Pupil Personnel Services Association.
- 3.8 Association Negotiating Team - Association members chosen to represent the unit in negotiations.

### **ARTICLE 4 - HOURS OF EMPLOYMENT**

- 4.1 The work year for the counselors, psychologists and speech pathologists shall be 191 days, effective the 2007-2008 school year. It shall be mutually agreed upon annually by the direct supervisor with input by the employees. The six work days beyond the teacher work year for counselors shall be mutually agreed upon with site principals.
- 4.2 In addition to the six (6) work days beyond the teachers' work year, the principal may, by mutual agreement between the principal and the counselor, schedule up to four (4) days between August 1 and June 30 of each school year, providing that there is administrative supervision available at the school. The agreed-upon days are to be worked by the counselor in lieu of the same number of work days within the student year.
- 4.3 The working day for the counselors, psychologists and speech pathologists will be an eight (8) hour day, inclusive of a 30 minute lunch or equivalent professional basis, effective the 2007-2008 school year for speech pathologists. Adjunct duties shall be assigned by the immediate supervisor in a fair and equitable manner to counselors. Counselors shall be involved, through on-site discussions, in the identification and selection of their adjunct duties.

- 4.4 On modified scheduled days employees shall be on duty for a time commensurate with that of a regular day.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### 5.1 Definitions

5.1a A Grievance is a written allegation that there has been a violation, misinterpretation, or misapplication of this agreement.

5.1b A Grievant is an employee, or the Association, filing the grievance.

5.1c Immediate Supervisor is that administrator having direct or indirect responsibility for the area of grievance:

Psychologists:

Direct Supervisor - Director of Special Education Programs

Indirect Supervisor - the building principal

Speech and Language Pathologists:

Direct Supervisor - Director of Special Education Programs

Counselors:

Direct Supervisor - the building principal

Audiologists:

Direct Supervisor - Director of Special Education Programs

### 5.2 Protocol

5.2a A grievant may seek to resolve a grievance without intervention by the Association, provided that the resolution is consistent with the terms of this Agreement.

5.2b No grievance shall be resolved before the Association has been given the opportunity to submit a formal response.

5.2c The Association will pursue an Association member's grievance only at the employee's request.

5.2d The time limits specified in this Article are maximums unless extended by mutual agreement.

5.2e A grievance must be filed within thirty (30) workdays of the event which gave rise to the grievance.

5.2f Forms for filing grievances shall be mutually acceptable to the District and the Association.

5.2g The District and Association agree to conduct these proceedings confidentially and may mutually agree to conduct these proceedings informally.

- 5.2h A grievance involving administrators other than the employee's immediate supervisor, or affecting more than one employee, may be filed directly with the Office of Personnel Services and with the Association.
- 5.2i If the grievant fails to comply with the terms set forth in this procedure, the grievant will be deemed to have waived the right to proceed with the grievance.

### 5.3 Procedure

- 5.3a Preliminary Level - Before filing a grievance, an employee, the designated Association representative, or both, may first discuss the problem informally with the immediate supervisor and/or any other appropriate administrator to attempt an informal resolution.
- 5.3b Level One - A grievance shall be first filed with the immediate supervisor and with the President of the Association on the grievance form. Within ten (10) workdays after the receipt of the grievance, the immediate supervisor shall have met with the grievant and shall have issued a decision in writing.
- 5.3c Level Two - If the immediate supervisor does not comply with the terms of Level One, or the grievant is dissatisfied with the decision, the grievant may, within five (5) workdays, file the grievance with the Office of Personnel Services. Within five (5) workdays after receipt of the grievance, the Assistant Superintendent of Personnel Services shall have met with the grievant and shall have issued a decision in writing.
- 5.3d Level Three - If the Assistant Superintendent of Personnel Services does not comply with the terms of Level Two, or the grievant is dissatisfied with the decision, the grievant may, within five (5) workdays, file the grievance with the Office of the Superintendent. Within five (5) workdays after receipt of the grievance, the Superintendent shall have met with the grievant and shall have issued a decision in writing.
- 5.3e Level Four - If the Superintendent does not comply with the terms of Level Three, or the grievant is dissatisfied with the decision, the grievant may, within five (5) workdays, request in writing that the grievance be submitted to arbitration.

### 5.4 Arbitration

- 5.4a The District and the Association shall choose a mutually acceptable arbitrator within ten (10) days of the receipt of a written request for arbitration. If no choice has been made after the first five (5) days, they shall request the California Conciliation Service to supply a list of five (5) persons who are experienced in public school arbitration. The District and the Association shall alternately strike a name from the list until only one (1) remains. The order of striking shall be determined by lot.
- 5.4b Upon the completion of a hearing, the arbitrator shall report findings and awards in writing to the District and to the Association. The award of the arbitrator shall conform to the laws of the State of California and to the terms of this Agreement. Financial awards will be limited to the current fiscal year. In the event that a grievance is filed in September, the past fiscal year may be considered in the final award.



- 5.4c After receiving the findings and awards from an arbitrator, the Board shall, at its next regularly scheduled meeting, issue a resolution to implement the award. If the Board fails to implement the award of an arbitrator, the grievant may appeal to a court of competent jurisdiction to confirm the arbitrator's award.
  - 5.4d The fees and expenses of the arbitrator and the hearing shall be shared equally by the District and the Association. All other costs will be assumed by the party incurring them.
- 5.5 Rights of Employees to Representation
- 5.5a A grievant may choose to be his/her own representative at any step of the grievance procedure, except arbitration.
  - 5.5b A grievant may choose to be represented at any step of the grievance procedure by the Association or its designee.
  - 5.5c If the grievant is not represented by the Association or its designee, the Association shall have the right to be present and to state its recommendation at any step of the grievance procedure.
  - 5.5d Any employee whose participation is necessary in a grievance proceeding held during the regular school day and who has been designated by the President of the Association, shall be released for that purpose without loss of pay, provided that the employee's immediate supervisor has been notified.
  - 5.5e No reprisals of any kind will be taken by the District or any representative of the District against any grievant, any party in interest, any member of the Association, or any participant in any grievance proceeding, by reason of such participation.

## **ARTICLE 6 - SAFETY**

- 6.1 Every employee shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. An employee shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Section 49000 of the Education Code.
- 6.2 An employee shall not be required to engage in any activity that can reasonably be deemed hazardous to life and limb. Should the situation involve student health and/or safety, employees may be requested to assist.
- 6.3 An employee shall report in writing to his/her immediate supervisor any unsafe, hazardous, or potentially dangerous working conditions. The District shall investigate these reported conditions and follow the procedures as outlined in the CAL OSHA (California Occupational Safety and Health Act) regulations.



- 6.4 The District and the Association shall work jointly on the district-wide safety committee.

## ARTICLE 7 - EVALUATION PROCEDURE

- 7.1 The performance of each employee within the bargaining unit shall be evaluated in writing by an administrator in accordance with Education Code Sections 44660-44664.
- 7.2 Probationary employees shall be evaluated at least once a year, no later than May 1.
- 7.3 Permanent employees shall be evaluated at least every five years for those employees with more than 10 full years of service in the district and at least biannually for employees with 3 to 10 years in the district. Non-permanent employees (temporary and probationary) shall be evaluated annually. All evaluations shall be completed no later than May 1 of the year in which evaluation takes place.
- 7.4 No later than November 1, the employee and the evaluator shall meet to establish mutually acceptable goals and objectives related to the job description, upon which the evaluation will be made. At any time during the evaluation period, goals and objectives may be modified by mutual consent, if circumstances warrant.
- 7.4a The immediate supervisor will evaluate. The immediate supervisor is that administrator who has direct or indirect responsibility for the area of evaluation.
- Psychologists:  
Direct Supervisor - Director of Special Education Programs
- Speech and Language Pathologists:  
Direct Supervisor - Director of Special Education Programs
- Counselors:  
Direct Supervisor - The Building Principal
- Audiologists:  
Direct Supervisor - Director of Special Education Programs
- 7.4b Principal input may be included in all evaluations.
- 7.5 During each evaluation period there shall be at least one formal observation which shall be arranged by the evaluator and the employee at least two instructional days in advance of the formal observation. A change in the formal observation date may be requested by either the employee or the evaluator if necessary.
- 7.6 Observations shall not be conducted under conditions which would interfere with the private and confidential nature of the counseling relationship.
- 7.7 Observations shall not be conducted under conditions which would interfere with the validity or reliability of the work being done by the employee.
- 7.8 Within two weeks after such an observation, an evaluation conference may be requested by either party to discuss recommendations for improvement.

- 7.9 It is recognized that administrators may make non-scheduled informal observations.
- 7.10 No later than May 1, an evaluation conference will be held during which time the evaluator and employee shall review the evaluation in order to discuss its final wording.
- 7.11 Deficiencies may not be cited in the written evaluation unless previously indicated to the employee and he/she has been allowed reasonable time for correction. Both employee and evaluator shall take appropriate action to correct significant deficiencies. If circumstances warrant, such action should include:
- Specific recommendations by the evaluator
  - Observations of other Pupil Personnel Services employees
  - Assistance from district resources
  - Inservice training
- 7.12 Should corrective conferences become necessary, such conferences will be conducted in private.
- 7.13 If subsequent remedial action does eliminate the deficiencies, such improvement should be properly noted as soon as possible in an appropriate addendum to the employee's file.
- 7.14 The evaluator shall base the employee's evaluation on information gathered through observations, conferences, and first-hand knowledge of total performance as related to job description and stated in goals and objectives.
- 7.15 A written summary of the evaluation shall be signed by both parties. The signature of the employee shall indicate receipt of the document, not necessarily agreement therewith.
- 7.16 An employee shall be given a signed and dated copy of each evaluative data entry into his personnel file. Entries should be made within five (5) days of the employer's knowledge of the incident.
- 7.17 An employee has the right to include a response to any evaluation.
- 7.18 The District shall maintain employees' files at the District Office only.
- 7.19 Any files kept by an employee's immediate supervisor shall contain only those materials found in the District file (with the exception of the current evaluative data).
- 7.20 Evaluative data shall not include allegations by anyone unless the allegations have been investigated and confirmed as fact by the District.

## **ARTICLE 8 - TRANSFER PROCEDURES**

- 8.1 Permanent employees and those probationary employees in their last semester of probation shall be eligible to apply for transfer. A vacancy as related to this section is defined as a unit of entitlement to which no employee has been assigned.

## 8.2 Employee Request for Transfer - Voluntary

- 8.2a Transfer requests may be granted at any time, subject to the availability of positions and the qualifications of the applicants.
- 8.2b Any time a vacancy for a full-time or temporary Pupil Personnel position occurs, the vacancy shall be advertised and posted in all Pupil Personnel Services work locations for five (5) work days. A copy will be sent to the Garden Grove Pupil Personnel Services Association President at the time of posting.
- 8.2c Employees wishing to apply for the vacancy must file an application with the Office of Personnel Services within five (5) workdays of the date of posting. By the end of five (5) additional workdays, the employee shall be notified of a time and place of interview for each vacancy for which he/she has been considered. Those not interviewed shall be notified in writing with the reason stated. Within five (5) work days after interviews have been completed, every employee who applied will be notified in writing of the decision.
- 8.2d Transfer requests may be withdrawn at any time upon written notification to the Office of Personnel Services.
- 8.2e A list of vacancies, if any, shall be posted in a conspicuous place in each school on May 15 and June 15. On July 15, these lists shall be posted at each summer school site, Office of Personnel Services, and a copy will be sent to the Garden Grove Pupil Personnel Services Association President.

## 8.3 Transfer Selection Procedures - Involuntary

- 8.3a Should a transfer of an employee in a school and/or the District become necessary, volunteers shall be sought and those employees who volunteer shall be transferred first.
- 8.3b Should involuntary transfer(s) become necessary, the employees with the least amount of service as a Pupil Personnel Services employee shall be transferred first.
- 8.3c In the event of cases requiring special consideration and upon notification to the Association, other criteria such as background, type of experience, and special skills may be used as determining factors in selecting the employee(s) to be transferred.
- 8.3d A written notice of involuntary transfers will be made as soon as possible and no later than June 1 to the employees being considered for transfer.
- 8.3e During the school year of the new assignment, a counselor who is involuntarily transferred has the opportunity to return to his/her school if a vacancy occurs prior to June 30 of that school year.
- 8.3f When reassignment of an employee(s) to a position represented by another bargaining unit becomes necessary due to reduction of staff, the employee(s) shall be given the opportunity to be reinstated to a Pupil Personnel Services position as vacancies occur. The order of reinstatement shall be determined by the length of service as a Pupil

Personnel Services employee with the District.

- 8.3g Employees reassigned after school begins shall be provided with release time to be utilized in preparation of the new assignment. The District shall provide the employee with assistance to move materials to the new assignment.
  - 8.3h Should a determination be made by the Superintendent, or his/her designee, that a transfer is necessary for reasonable cause, such transfer may be made following a conference with the employee.
- 8.4 In order to allow counselors, psychologists, speech-language pathologists and audiologists to make informed decisions regarding the use of this Article, the direct supervisor, to the extent possible, shall provide tentative assignments prior to the first Monday in June.

#### **ARTICLE 9 - LEAVES**

- 9.1 Notification Procedure - Employees shall notify the District in advance of any leave. In case of emergency leave, employees who find it necessary to be absent from duty shall notify the District Office on the first day of their emergency leave before 7:00 a.m. of the day of absence. Employees who are absent from duty on the second or subsequent days shall notify the direct supervisor before 1:00 p.m. to indicate whether or not they will return to duty on the following day. In the case of known absences of more than one day, arrangements shall be made with the direct supervisor to eliminate the daily call.
- 9.2 Illness or Injury Leave
- 9.2a Every employee who is regularly employed five (5) days per week is entitled to ten (10) days paid sick leave for each year of employment. Employees who work less than full time shall be entitled to a proportionate amount of sick leave in accordance with their contract. The ten (10) days per school year may be accumulated without limitation.
  - 9.2b When the certificated employee is absent from his/her duties due to illness or injury for a period of more than ten (10) consecutive days, the employee shall supply the site supervisor with a statement from a qualified medical doctor verifying the employee's illness or injury.
  - 9.2c The District may require verification by a physician of an employee's ability to perform his/her responsibilities before returning to work due to an absence in excess of ten (10) days for illness or disability injury.
  - 9.2d Unused sick leave shall accrue from school year to school year.
  - 9.2e The Board shall provide each employee with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October of each school year. An employee may use his/her credited sick leave at any time during the school year.
  - 9.2f During the length of this contract, when a certificated employee is on an illness or injury leave, he/she shall be paid full salary for that period of time equal to the balance of his/her accumulated illness leave.



9.2g Employees in the bargaining unit whose illness/injury benefits have been consumed and must still be absent from duty because of illness or injury shall receive that amount of pay which is the difference between their pay and the amount paid for a substitute employee, whether or not a substitute is employed, for a total of 100 days from the last day worked, per school year. Beginning January 1, 1999, employees in the bargaining unit whose illness/injury benefits have been consumed and still must be absent from duty because of illness or injury shall receive that amount of pay which is the difference between their pay and the amount paid for a substitute employee, whether or not a substitute is employed, for a total of 100 days commencing with the exhaustion of their accumulated sick leave.

### 9.3 Personal Necessity Leave

9.3a Employees shall be allowed not more than ten (10) days of accumulated sick leave annually for the purposes of personal necessity. Any of the ten (10) days may be used for reasons of compelling personal importance. (However, in no case shall this leave be used for recreational purposes.)

9.3b The employee should notify his/her principal or immediate supervisor at least seventy-two (72) hours in advance of taking such leave, unless an emergency makes such notice impossible.

9.3c Under all circumstances an employee shall verify by signature that the personal necessity leave taken was in compliance with this Article.

9.4 Family Illness Leave - Three (3) days of leave per year without loss of salary or sick leave shall be allowed to any employee for an illness, which is of a serious nature, of a member of the employee's immediate family. An illness of a serious nature shall be an illness which an employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service. An employee may use three (3) additional family illness days, but the additional three (3) days will be deducted from his/her sick leave.

### 9.5 Maternity/Pregnancy Disability Leave

9.5a An employee is entitled to a leave of absence without pay for a period of up to one (1) year because of pregnancy, miscarriage, childbirth, and recovery therefrom. Employees on a District approved maternity leave shall continue to receive full health and welfare benefits paid by the District for six (6) months from the first day of the month following the last day worked. The date upon which the duties are to be resumed shall be determined by the employee and the employee's physician. The leave request shall be submitted to the District not less than twenty (20) days prior to the commencement of the leave, when possible.

9.5b Pregnancy Disability Leave - Employees are entitled to use accumulated sick leave as set forth in the provisions of illness/injury leave, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined

by the employee and the employee's physician.

- 9.5c In cases of miscarriage, an individual on pregnancy disability leave may be considered for immediate placement provided: (a) a position for which the individual is qualified exists, and (b) a statement from the attending physician indicates that the employee is able to assume full responsibility of the position without detriment to her health.

## 9.6 Family Care Leave

- 9.6a Purpose - All eligible employees are entitled to a family care leave for a total of up to twelve (12) work weeks (60 work days) in any school year as set forth in state (California Family Rights Act) and federal (Family and Medical Leave Act) statutes for the following reasons: (1) for the care of the employee's son/daughter (birth/adoption/foster care); (2) for the care of the employee's spouse, son/daughter, or parent who has a serious health condition; (3) for a serious health condition that makes the employee unable to perform the job duties.

- 9.6b Definitions - For the purposes of this provision:

Eligible Employee: Must have worked for the district for at least 1250 hours, which includes paid leave and/or family care leave, during the previous school year. Full-time employees meet the 1250 hour requirement.

Spouse: Legal husband or wife of the employee

Son and/or Daughter: Biological, adopted, foster, step-child, legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or 18 years of age or older and incapable of self-care because of mental/physical disability

Parent: Biological parent of an employee or an individual who stood in loco parentis to the employee when the employee was a son or daughter

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider

- 9.6c Procedure - The leave request shall be submitted to the district not less than thirty (30) calendar days prior to the commencement of the leave, when possible. Medical certification for serious health-related leaves shall state:

1. The date on which the serious health condition began,
2. The probable duration of the condition, and
3. The appropriate medical facts regarding the condition, including the need for the leave.

- 9.6d Benefits Continuation - The District shall maintain the employee's coverage under medical, dental, vision, and life insurance benefits during the period of the leave.

STRS service credits may be purchased by the employee for the period of the family care leave in accordance with STRS regulations.



If the employee fails to return to work, the District may recover its share of the insurance premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstances beyond the employee's control.

9.6e Special Provisions:

Concurrent Use of Paid Leave - When an employee is on a family care leave due to the serious health condition of the employee's spouse, son, daughter, or parent, he/she shall be paid full salary for the period of time equal to the balance of his/her family illness and accumulated sick leave [not to exceed sixty (60) days]. When an employee is on a family care leave due to the birth/adoption/foster care of the employee's son/daughter, he/she shall be paid full salary for that period of time equal to the balance of his/her family illness and personal necessity leaves.

Pregnancy Disability Leave - At the conclusion of a pregnancy disability leave, an employee may elect to take family care leave.

Both Parents Taking Family Care Leave - When spouses are both employed by the District, the family care leave is limited to an aggregate of twelve (12) work weeks if such leave is taken for the birth/adoption/foster care of a son or daughter.

9.7 Military Leave - Employees who are members of any reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia, or who are inducted or who are otherwise ordered to active duty, shall be granted such leave as required by the Education and Military and Veterans Codes. A copy of military orders shall be provided to the District Office with the request for military leave.

9.8 Bereavement Leave – Upon the death of a member of the immediate family, absence without loss of salary or sick leave shall be allowed to any regular employee for a period not to exceed three (3) days or five (5) days leave of absence if travel beyond a 300 mile radius is required.

9.9 Jury Duty/Witness Leave - Leaves of absence for jury duty shall be provided at a salary which is equal to the difference of the employee's regular earnings and any amount he/she receives as a juror's fee during the period he/she serves on the jury.

Leave of absence shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as a litigant, in a court case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave, with the exception of travel allowances, is assigned to, and the subpoena and court certification are filed with, the School District.

9.10 Health and Hardship Leave - The Board of Education may grant a leave of up to one (1) school year to an employee unable to perform duties due to ill health, physical disability, or personal hardship, at the request of the employee. Verification of illness or physical disability, by a licensed physician, shall be required. Appropriate verification of hardship shall be submitted to the Office of Personnel Services for approval.

## 9.11 Long Term Leave

- 9.11a The Board of Education may, upon written application by any employee, grant a leave of absence without pay for a period not to exceed one (1) year at a time. No more than two (2) consecutive leaves shall be granted to any employee.
- 9.11b During any school year in which the Board of Education does not grant sabbatical leaves in accordance with Section 9.12, the Board shall grant one (1) one-year leave of absence, if requested, without pay for reasons not specified elsewhere in Article 9, unless a credentialed replacement cannot be found for that position. Requests must be submitted to the Office of Personnel Services by the first Monday in May for a leave starting the following school year. When more than one (1) employee applies, the one (1) leave shall be granted according to length of service in the Bargaining Unit.

Employees may not receive more than one (1) unpaid leave as specified in Section 9.11b in any seven (7) year period.

Employees shall be notified of approval or denial of their leave request prior to June 13.

## 9.12 Industrial Accident and Illness Leave

- 9.12a Employees will be entitled to an industrial accident leave for an injury which qualifies for compensation benefits in accordance with requirements of the Education Code and the provisions of the California Workers Compensation Law.
- 9.12b Employees are entitled to absences without loss of personal sick leave for Industrial or Occupational Disease - Special Exposures, as per appropriate sections of the Workers Compensation Laws.
- 9.12c Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise be performing work for the District, in any one (1) fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 9.12d The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which he/she will be temporarily unable to perform assigned duties and/or the degree to which the disability is attributable to the injury involved.
- 9.12e For any days of absence from duty as a result of the industrial accident, the employee shall endorse to the District any wage loss benefit check from the adjusting firm or carrier which makes the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary or Workers Compensation benefit. If the employee fails to endorse to the District any wage loss disability check received because of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

9.13 Sabbatical Leave

- 9.13a After completing seven (7) consecutive full school years of service, an employee will be eligible to apply for a leave of one (1) semester or one (1) year duration for the purpose of academic study or travel. An applicant for sabbatical leave must submit his/her request to the Office of Personnel Services no later than September 30 for a leave starting the following school semester or school year. If a split sabbatical leave is desired, it must be requested at the time of application of the first semester of such leave. The employee shall be notified of approval or denial of sabbatical leave request within thirty (30) days and shall receive reason for denial, in writing, if requested.
- 9.13b The Superintendent may recommend approval of sabbatical leave requests to the Board of Education, and the Board of Education may grant such leave.
- 9.13c An employee on sabbatical leave for one semester shall receive full salary and full health and welfare benefits. An employee who is on a full year's sabbatical shall receive fifty (50) percent of his/her salary and full health and welfare benefits. Paid sick leave is not earned while on sabbatical leave. The District is freed from any liability for the payment of any compensation or damages provided by law, for the death or injury of the employee while he/she is on sabbatical leave. All sabbatical leaves shall be administered in accordance with Education Code Sections 44966-44975.
- 9.13d The term and conditions of the leave shall be agreed upon in writing and shall include, but not be limited to:

An indemnification bond equal to twice the salary received during the sabbatical leave;

A requirement of service to the District of two (2) full years for each full year of leave, and one (1) full year for each one-half year of leave;

Appropriate reporting procedures on the values of sabbatical leave as may be designated by the Superintendent.

**ARTICLE 10 – WAGES**

Effective the 2016-2017 school year, the Adult Education Counselor Salary Schedule will be:

2016-2017	
STEPS	HOURLY RATE
1	\$54.08
2	57.25

- 10.1 Definition of Experience - Upon employment, certified experience consisting of one full semester in a school year will count as one year of experience, but limited to one year. Prior related experience to the specific area of the position may be granted, including accredited private and parochial school experience under a

valid credential or license. Beginning with the 2006-2007 school year, all previous experience under a valid credential or license will be granted.

## 10.2 Definition of Requirements

GROUP I B.A./B.S. - Appropriate credential + 30 units taken subsequent to date of B.A./B.S.

GROUP II B.A./B.S. - Appropriate credential + 45 units taken subsequent to date of B.A./B.S.

GROUP III B.A./B.S. - Appropriate credential + 60 units taken subsequent to date of B.A./B.S.

10.2a All units earned subsequent to the B.A./B.S. degree, except District inservice credits and other special or conditional situations approved in advance by the Superintendent or his/her designee, must be upper division or graduate level units from an accredited institution with a grade of at least "C" and be applicable to a credential, degree or assigned responsibilities of the employee.

10.2b No more than nine (9) inservice credits may be applied toward the fifteen (15) units required for advancement from one column to another column on the salary schedule. All continuing education units approved by ASHA and/or CSHA may be applied by speech pathologists toward the fifteen (15) units required for advancement from one group to another group on the salary schedule.

Employees working with English Language Learners (ELL) who complete within a year, two semesters of District approved language course work relevant to the District Plan for LEP student services will be reimbursed at Step 1 of the Adult Education Counselor hourly rate up to a maximum of thirty (30) hours per year.

10.2c Graduate units earned prior to receipt of a B.A./B.S. degree will be accepted for salary placement only if graduate credit was granted upon course completion and noted on the official transcript.

10.2d Theological degrees and/or units will be counted only if applicable to the assigned responsibilities of the employee, or if required for a credential as defined by the Commission for Teacher Preparation and Licensing.

10.2e To receive credit for advancement on the salary schedule, all course work including District Inservice Education credits, must be completed by the first contractual day. Official transcripts and/or records of Inservice Education credit must be submitted to the Office of Personnel Services prior to November 1. Certificated employees will not be advanced on the salary schedule as a result of courses taken during the current contract period.

10.2f It shall be the responsibility of the employee to obtain prior approval from the immediate supervisor and the Office of Personnel Services for courses, other than those offered through the District Inservice Education Program, in which he/she plans to enroll prior to presentation for credit toward, or advancement on, the salary schedule. The immediate supervisor shall give guidance and direction to the employee to assure that courses taken are applicable to the assigned responsibilities of the



employee, unless required for a credential or degree. Final approval must be granted by the Office of Personnel Services.

- 10.2g The salary schedule "steps" shall be defined as the vertical movement of employees on the schedule. Each year of experience in the Garden Grove Unified School District, including those years acceptable from another district, shall be criterion for vertical progression on the schedule.
- 10.2h To receive credit for vertical advancement on the salary schedule an employee must have worked seventy-five (75) percent of a school year. Days served on jury duty will not be deducted when calculating days for salary advancement.
- 10.2i The salary schedule "groups" shall be defined as the horizontal movement of certificated employees on the schedule. Completion and verification of the required academic credits and/or Inservice Education units shall be the criteria for horizontal advancement on the salary schedule. An employee may advance a maximum of two (2) groups in any school year.
- 10.2j All units are semester units. Quarter units shall be defined as two-thirds (2/3) of a semester unit.
- 10.2k District Inservice Education credits are not applicable to college degrees, nor do they satisfy credential requirements. Inservice Education credits are not transferable to any other school district or institution.
- 10.2l Step 16 in Groups II and III, Steps 20 and 25 in Group III are designated as anniversary increments. Anniversary steps are for continuing competent service and professional growth.
- 10.2m Commencing with the 2016-2017 school year, the District will place psychologists, who hold a valid California psychologist credential, at a minimum of Step 5 of the current psychologist salary schedule. Step 5 will be counted as "year 1" and Step 6 will be counted as "year 2", and so on. When a psychologist enters the District with previous years of experience, they will be placed on the appropriate step, by counting service years as his/her "year 1" at Step 5, and progressing until all previous service years have been factored.
- 10.3 Mileage - Employees whose responsibilities require travel to more than one site shall receive, if requested, mileage reimbursement at the current IRS allowance.
- 10.4 Part-Time Employment Plan - In accordance with Education Code Sections 44922 and 22724, a certificated employee of the Garden Grove Unified School District may reduce his/her work load prior to retirement from full-time to part-time duties and receive the same credit toward retirement he/she would receive if he/she were employed on a full-time basis. Regulations governing this provision are as follows:
  - 10.4a The employee must have attained the age of fifty-five (55) years by September 1 of the school year in which work reduction begins.
  - 10.4b The employee must have been employed as a full-time certificated employee for at least ten (10) years, of which the last five (5) years were in full-time employment in the Garden Grove Unified School District.

- 10.4c Entry into the five-year Part-Time Employment Plan must be exercised at the request of the employee, and termination of the plan thereof can be only with mutual consent of both employee and employer. (Final approval of employee participation would rest with the District.) It is understood that at the termination of the five-year period, the employee will begin his/her retirement. However, in the event of proven hardship, the District may grant an exception (e.g. death, divorce, bankruptcy, etc.).
- 10.4d Option to participate in the Part-Time Employment Plan shall be through written request of the employee to the Office of Personnel Services. Deadline for submitting a request to participate in the Part-Time Employment Plan shall be March 15 of any given school year. Such request as noted above is to be submitted on the District form #9701.94, "Request to Participate in Part-Time Employment Plan."
- 10.4e The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of a part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive all fringe benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 10.4f Minimum and maximum part-time employment shall be as follows: non-classroom employees who are members of the appropriate bargaining unit will be required to be on duty either (1) 100 percent of one semester and zero (0) percent of the other semester; or (2) one-half of the entire year, hours as mutually agreed upon.
- 10.4g A certificated employee may not participate in this plan for more than five (5) years.
- 10.4h Deductions for State Teachers' Retirement System contributions by the District and by the part-time employee shall be equal to the amount required of a full-time employee. Deductions are to be made on a monthly basis depending on the pay program selected by the employee.
- 10.4i Each certificated employee participating in this plan will earn sick leave in proportion to the percent of employment per year. Example: 50 percent (half-time) employment would yield sick leave of 50 percent of ten (10) days or five (5) days of sick leave. Such sick leave would be accumulative.
- 10.4j The Optional Part-Time Employment shall be limited to ten (10) members of the appropriate bargaining unit for each school year during the time period covered by this Agreement.
- 10.4k The District agrees to announce annually the availability of their Part-Time Employment Plan to all employees.
- 10.4l All provisions of this program will be available to each employee through building principals and administrative department heads.
- 10.4m Participating employees will be scheduled for individual meetings with the Office of Personnel Services to develop a mutually agreeable program



for the employee on or before May 15.

- 10.4n Where two (2) or more employees apply for the same part-time position, such position will be filled by the employee with the greatest District-wide seniority.
  - 10.4o Employees who participate in the Part-Time Employment Program will perform extra duties proportionate to full-time employees. (Half time employees will perform half as many duties as full-time employees.)
  - 10.4p After July 1, the District shall provide the appropriate bargaining unit a list of employees who have been approved for part-time employment for the following year.
  - 10.4q The agreement between the Board and the participating employee shall be consummated on or before May 30. (The employee may be accompanied by a representative of the appropriate bargaining unit in any meeting he/she attends with the District, pursuant to this Article.)
  - 10.4r Application for participation in the program shall be completely voluntary and at the discretion of the employee.
- 10.5 The District agrees to increase the 2016-2017 salary schedules with a 0.5% salary increase for the 2016-2017 school year and a one-time wage payment of 1.5% off salary schedule.
- 10.6 Department Chairpersons
- 10.6a Chairpersons will be elected by majority vote of each department prior to March 1. Stipends will be paid in two installments, May and December.
  - 10.6b High School Guidance Department Chairpersons - Annual rate of 4% of Column 1, Step 1, of Counselors' Salary Schedule.
  - 10.6c Intermediate Counselor Department Chairperson - Annual rate of 4% of Column 1, Step 1, of Counselors' Salary Schedule.
  - 10.6d Effective the 2015-2016 school year the Speech and Language Pathologists' Department will be allocated up to two (2) Department Chairpersons - Annual rate of 7% of Column 1, Step 1, of Speech and Language Pathologists' and Audiologists' Salary Schedule.
  - 10.6e Effective the 2015-2016 school year the Psychologists' Department will be allocated up to two (2) Department Chairpersons - Annual rate of 7% of Column 1, Step 1, of Psychologists' Salary Schedule.
- 10.7 Employee Personal Property
- The District shall replace or reimburse employees for the cost of replacing or repairing personal property damaged or lost in the performance of their duties subject to all of the following conditions:
- 1. The property is the type that is necessarily worn by the employee.
  - 2. The property was lost or damaged through no fault of the employee.
  - 3. The value of the property, which shall be determined as of the time of the loss or damage, is greater than \$50 and less than \$750.

4. The employee will use all other available methods to recover compensation before making a claim against the District.

#### 10.8 Job Sharing

10.8a The District shall offer Psychologists, Speech and Language Pathologists, and Audiologists who are permanent employees the opportunity to voluntarily share the responsibilities, wages, and benefits of one position. The deadline for submitting a request to participate in Job Sharing shall be March 15 of any given year. Effective September 2004, counselors (only by semesters) will have the opportunity to voluntary job share.

10.8b Participating employees and the District shall mutually agree on and sign a written copy of the terms and conditions of their job sharing. Job sharing plans shall conform to all other provisions of this Agreement.

10.8c The parties will evaluate the program prior to the expiration of this Agreement.

10.9 Beginning fiscal year 1999-2000, each employee shall have the opportunity to attend and be compensated for all approved professional development activities beyond the work day/year at Step 1 of the Adult Education Counselor Hourly Rate.

10.10a Commencing with the 1992 school year, the District and Association will work jointly to study a team approach to the delivery of Garden Grove Pupil Personnel Services to Students.

10.10b The District agrees to fund a maximum of one hundred and fifty (150) hours per school year at 1/1000 of Step 1, Column 1 of the Counselor's salary schedule for special projects/circumstances beyond the work day/year as determined and approved by the Director of Special Education but performed by bargaining unit members. Fifty (50) of the one hundred and fifty (150) hours will be specifically designated for projects/circumstances agreed upon between the Speech and Language Pathologists and the Director of Special Education.

10.10c The Association May have a representative serve on the Site Utilization Committee.

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

The District and the Association are committed to maintaining a quality health and welfare benefits program for all employees. The parties agree to a good faith effort and commitment to maintain a program which is comprehensive and cost-effective.

#### 11.1 Medical Plans

11.1a The District shall provide full-time employees and eligible dependents with a medical services insurance plan. The employee shall have a choice from among no less than three (3) plans (Fee for Service, Exclusive Provider Organization, Health Maintenance Organization) provided by the District.

Effective September 2010, plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

## SCHEDULE OF BENEFITS

### Medical Plans

A.	Fee for Service	
	1. Plan Deductible	\$300-one person \$600-two people \$900-three or more people
	2. Plan Co-Pays	
	a. Doctor Visits	\$25 per visit
	b. Drugs	
	- Tier I Most generic and selected over-the-counter	\$5
	- Tier II Brand name without generic equivalent and selected generic	\$10
	- Tier III Selected medications within each therapeutic class	\$35
	c. Emergency Room Copay	\$100
	3. Plan Co-Insurance	
	a. Preferred Provider (PPO)	80%/20%
	b. Non-PPO Provider	70%/30%
	4. Out-of-Pocket Cap	\$2,500 in-network to \$3,500 out-of-network range
	5. Benefits Subject to Inside Limits	
	a. Accident: 100% of first \$500	\$500 per case
	b. Inpatient Mental	60 days per calendar year
	c. Outpatient Mental @50%	Up to 50 visits per year
	d. Plan Cap*	\$600 per day maximum per non-PPO inpatient/outpatient hospital and/or freestanding surgical center admission
	e. Routine Preventative Procedures - (adults only)	Included in pre-deductible allowance
	f. Hospice Care	60-day maximum
B.	Health Maintenance Organization (HMO)/Exclusive Provider Organization (EPO)	
	EPO/HMO	
	1. Plan Deductible	\$300-one person \$600-one person \$900-three or more people
	2. Hospital Care - Medical/Surgical	100%
	3. Outpatient Care - Medical/Surgical	100%

4.	Plan Co-Pays		
a.	Doctor Visits		\$25 per visit
b.	Emergency Room Treatment		\$100 per visit
c.	Drugs		
	- Tier I Most generic and selected over-the-counter	\$5	(EPO)
	- Tier II Brand name without generic equivalent and selected generic	\$10	(EPO)
	- Tier III Selected medications within each therapeutic class	\$35	(EPO)

HMO - as per plan contracts

11.1b The District shall provide a medical services insurance plan for retiring employees to age 65 and for disabled employees, age 50 or older. The retiring or disabled employee shall have a choice from the plans provided by the District. The retiring employee must have served at least ten (10) years and have retired from the District as defined in Education Code Section 22148. The disabled employee must have served fifteen (15) years in the District. A District-approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

11.1c The District shall provide medical insurance for the spouse of an employee who qualifies for the provisions in 11.1b.

11.1d Pre-authorization is required in the fee-for-service medical plan for outpatient services as indicated in the Summary Plan Description.

11.1e Mail Order Prescriptions:  
One co-pay is required for each month's prescription drugs

11.1f The District will provide employees access to an 800 number for medical questions.

11.1g The medical and dental fee-for-service plans will include a third party recovery clause for all employees and a pre-existing condition clause in the medical plan for new hires.

## 11.2 Dental Plans

11.2a The District shall provide full-time employees and eligible dependents with a dental services insurance plan. The employee shall have a choice from between two (2) plans (Fee for Service and Pre-Paid) provided by the District.

The plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

**SCHEDULE OF BENEFITS**

**Dental Plans**

- A. Fee-for-Service Dental
  - 1. Dental
    - a. Plan Maximum \$2000 per calendar year
    - b. Plan Deductible \$25 per calendar year
    - c. Co-Insurance 90%/10%
  - 2. Orthodontia
    - a. Plan Maximum Payment up to: \$2800 lifetime
    - b. Co-Insurance 50%/50%
  
- B. Pre-Paid Dental
  - 1. Dental
    - a. Preventative Procedures Co-Pay -0-
    - b. Restorative Dentistry Co-Pay -0-
    - c. Crowns/Bridges Co-Pay -0-  
(gold excluded)
  - 2. Orthodontia (banding only)
    - a. Co-payment \$1500 up to age 23
    - b. Co-payment \$2000 age 23 and above

11.3 Vision Plan

11.3a The District shall provide full-time employees and eligible dependents with a vision insurance plan. The plan shall be special "Plan B" of California Vision Services, or its equivalent, except that tinted or photochromatic lenses shall be covered by the plan. The plan will provide as outlined in the following schedule, to be administered as set forth in the Summary Plan Description.

**SCHEDULE OF BENEFITS**

**Vision Plan**

- A. Frequency of Services
  - 1. Examinations 12 months
  - 2. Lens/Contacts 12 months
  - 3. Frames 24 months
  
- B. Deductible
  - 1. Examinations/Lens/Frames \$25
  - 2. Cosmetic Contacts \$50
  
- C. Special Provisions
  - 1. Cosmetic Contacts
  - 2. Tints
  - 3. Non-Panel Doctor Reimbursement
  - 4. Co-pay of one half of the cost of glasses or contacts if obtaining both in the same 12 months

11.4 Life Insurance

The District shall provide all eligible employees with a \$50,000 term life insurance policy, to include a provision for dependent life coverage and an age reduction schedule complying with Age Discrimination Act regulations.



## 11.5 Limitation of Benefits

11.5a All health and welfare benefits shall be maintained and premium increases shall be paid by the District for the duration of this contract.

11.5b Effective with the September 2010 payroll, in order to receive the medical, dental, and vision benefits package described in Sections 11.1a, 11.2a, and 11.3a, all eligible employees enrolled in the group health program shall make a ten month payroll deduction contribution based upon the following schedule:

Employee - \$50

Employee with one dependent - \$100

Employee with two/more dependents - \$150

11.5c Effective September 1, 2010, an employee who is eligible to receive the benefits described in Sections 11.1b and 11.1c shall make a yearly contribution based on the following schedule:

Employee - \$450

Employee and spouse - \$900

## 11.6 Duration of Benefits

11.6a The benefits provided in this Article shall remain in effect during the term of this Agreement.

11.6b The Association shall be consulted before any change in carriers or administrators of the Health and Welfare Benefits Plan is made.

11.6c Full-time employees who are absent on account of illness and who have exhausted their accumulated sick leave, shall continue to receive full health and welfare benefits paid by the District for six (6) months from the first day of the month following the last day worked, or exhaustion of all paid leaves, whichever is longer.

11.6d Employees on District-approved leaves of absence without pay shall be given the option of converting to a health and welfare benefit plan for the period of the leave, at the employee's expense.

11.6e An employee who has been actively employed on a regular full-time basis through June 30 of any school year will have continuous coverage until October of that year, unless the employee subsequently gives notice of intent to terminate, in which case coverage ends on the first day of the month following.

## 11.7 Miscellaneous

11.7a Each employee in the bargaining unit shall receive from the District a full explanation of all health and welfare benefits including carriers, coverage, and other pertinent information.

11.7b Examinations for tuberculosis will be required every four (4) years. The examination may be either an x-ray or a skin test. The District shall arrange and pay for these tests.



- 11.7c Employees will be provided the opportunity annually to change health plans during a 30-day open-enrollment period.
- 11.7d Employees will be provided the opportunity to terminate coverage for themselves, or any eligible family member, the first of the month following the submission of a written request to cancel coverage. The enrollment of eligible employees and family members will be in accordance with the Summary Plan Description and shall include the following:
- 1) First of the month following the elected change during the thirty (30) day annual open-enrollment period.
  - 2) For new spouse, the first of the month following date of marriage.
  - 3) Newborns coverage from date of birth.
  - 4) An employee, spouse, or child with coverage outside of the District, whose coverage was terminated as a result of the spouse's termination of employment, could be enrolled the first of the month following the date of termination of benefits.
- Change request for items 2, 3, and 4 to be submitted in writing within thirty (30) days of the date of marriage, birth, or termination of benefits.
- 11.7e The District and the Association agree to participate in an ongoing study, analysis, and education program in health benefits.

## **ARTICLE 12 - ASSOCIATION RIGHTS**

- 12.1 The Association shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to the following regulations:
- Materials to be posted on designated faculty lounge bulletin Boards shall be dated. Materials sent through District mail shall originate through the Association only and shall be so identified. Information distributed through the District mail or posted on designated bulletin boards shall be reasonable and Copies of District-mailed material will be routed to District Office of Information Services before mailing.
- 12.2 The Association may authorize release time at Association expense. At least seventy-two (72) hours in advance of the release date, the Association shall contact the District Office of Personnel Services in order to agree on the employee(s) and date(s) of release.
- 12.3 The Association shall be provided with any public information required such as class size, statistical reports, budgetary information, etc.
- 12.4 Association and professional development meetings may be held at local schools. The Association may limit the attendance at the business portion of the meetings to the members of the bargaining unit.
- 12.5 Names, addresses, and telephone numbers of all District employees shall be provided, whenever possible, to each member of the bargaining unit.
- 12.6 The provisions of the Agreement shall not be interpreted or applied in a manner which is capricious or discriminatory. Rules which are designed to implement this

Agreement shall be uniform in application and effect.

12.7 Negotiation Procedures

12.7a Not later than April 1 of the calendar year in which this Agreement expires, the Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and shall be signed by both.

12.7b Either party may utilize the services of outside consultants.

12.7c The Board and Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

12.7d Negotiations shall take place during the regular school day and at other mutually agreeable times. The locations shall be mutually agreed upon. Such meetings shall be held within a reasonable time upon request.

12.8 The Association shall receive a total of fifty (50) days plus one-eighth (1/8) day per member of released time for employees to prepare for and attend negotiation proceedings.

12.9 Dues Deductions and Maintenance of Membership - Any employee who is a member of the Association may have dues deductions made by the District. Such authorized deductions shall not be revoked by an employee or the District during the duration of this contract.

12.9a As of January 1, 1992, the District shall give employees an opportunity to have their paychecks directly deposited in any bank, credit union, or savings and loan participating in the direct deposit program.

12.9b Employees may participate in a 125 Flexible Benefit Program for the employee contribution to the Health Services Insurance Plan, medical reimbursement including eligible over-the-counter purchases (to a maximum of \$2500 per year) and dependent care expenses with the District providing payroll deduction for this purpose.

12.9c Tax-Sheltered Annuity/Deferred Compensation Life Insurance Plan -In addition, employees may participate in any tax-sheltered annuity/deferred compensation life insurance plan and/or shares in a regulated investment company of their choice with the District providing payroll deduction for this purpose.

12.9d Employees may participate in the Voluntary Receivable Program with the State Teachers' Retirement System, which is a tax deferred payroll deduction payment process for redeposit of previously withdrawn contributions and/or purchase of permissive service credit, with the District providing payroll deduction for the this purpose.

12.10 Publication of Agreement - As soon as possible, the District shall provide 250 copies of this Agreement. The cost of the publication of this Agreement shall be equally divided between the Association and the District.

12.11 If the District determines it is necessary to reduce services to students currently performed by members of the Association, the District and Association agree to consult regarding the effects of the reduced services.

**ARTICLE 13 - SAVINGS**


13.1 If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction, including those matters on appeal, to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.


**ARTICLE 14 - COMPLETION**

14.1 This Agreement constitutes the entire Agreement between the parties and concludes negotiations on any item for the term of this Agreement, except that the Association and the District may amend the contract by mutual written agreement only.

14.2 Each party shall appoint one (1) or two (2) representatives for the purpose of contract maintenance. The representatives shall meet at least once a month unless they mutually agree to cancel a meeting.

14.3 Negotiations on the following Articles shall be reopened upon the written request of either party: (1) Article 4: Hours of Employment, (2) Article 10; Wages, (3) Article 11: Health and Welfare Benefits, and one other Article as the parties mutually agree.

  
\_\_\_\_\_  
For the District  
  
June 6, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the GGPPSA  
  
June 6, 2017  
\_\_\_\_\_  
Date

MEMORANDA OF AGREEMENT

between

GARDEN GROVE UNIFIED SCHOOL DISTRICT

and

GARDEN GROVE PUPIL PERSONNEL SERVICES ASSOCIATION

Commencing with the 1999-2000 school year, the District will place psychologists, who hold a valid California psychologist credential, and are beginning their employment in the district, at a minimum of Group III, Step 5 of the current psychologist salary schedule.

This agreement will be reviewed at any time salaries are being negotiated in order to determine its necessity in relation to recruitment and retention of qualified psychologists.

Eileen Debb  
For the District  
4-27-99  
Date

Gary Crawford  
For the Association  
4-27-99  
Date

**GARDEN GROVE UNIFIED SCHOOL DISTRICT**  
 Speech and Language Pathologists' and Audiologists' Annual Salary Schedule

2016-2017

STEPS	GROUP I B.A. + 30	GROUP II B.A.+ 45	GROUP III B.A.+ 60
1	61203	64603	68003
2	64603	68003	71403
3	68003	71403	74804
4	71403	74804	78204
5	74804	78204	81604
6	78204	81604	85004
7	81604	85004	88404
8	85004	88404	91804
9	88404	91804	95204
10	91804	95204	98605
11		98605	102005
12		102005	105405
13			108805
<hr/>			
16	Anniversary Increment (Groups II and III only)	105405	112205
20	Anniversary Increment (Group III only)		115605
25	Anniversary Increment (Group III only)		119005

191 Duty Days



**GARDEN GROVE UNIFIED SCHOOL DISTRICT**  
Psychologists' Annual Salary Schedule

2016-2017

STEPS	GROUP III B.A. + 60
5*	85301*
6	88856
7	92410
8	95964
9	99518
10	103072
11	106627
12	110181
13	113735
<hr/>	
16 Anniversary Increment (Group III only)	117289
20 Anniversary Increment (Group III only)	120843
25 Anniversary Increment (Group III only)	124398

191 Duty Days

\*Effective the 1999-2000 school year, the District will place psychologists, who hold a valid California psychologist credential, and are beginning their employment in the district, at a minimum of Group III, Step 5 of the current psychologist salary schedule. This agreement will be reviewed at any time salaries are being negotiated in order to determine its necessity in relation to recruitment and retention of qualified psychologists.

**GARDEN GROVE UNIFIED SCHOOL DISTRICT**  
**Counselors' Annual Salary Schedule**

2016-2017

STEPS	GROUP I B.A. + 30	GROUP II B.A. + 45	GROUP III B.A. + 60
1	61203	64603	68003
2	64603	68003	71403
3	68003	71403	74804
4	71403	74804	78204
5	74804	78204	81604
6	78204	81604	85004
7	81604	85004	88404
8	85004	88404	91804
9	88404	91804	95204
10	91804	95204	98605
11		98605	102005
12		102005	105405
13			108805
16 Anniversary Increment (Groups II and III only)		105405	112205
20 Anniversary Increment (Group III only)			115605
25 Anniversary Increment (Group III only)			119005
191 Duty Days			

**ADULT EDUCATION COUNSELORS**  
**HOURLY RATE**  
**2016-2017**

STEPS	HOURLY RATE
1	\$ 54.08
2	57.25

GRIEVANCE REPORT

GRIEVANCE NO. \_\_\_\_\_

LEVEL 1

A. 1. Name of Grievant \_\_\_\_\_  
 Date Filed \_\_\_\_\_ Date Disposition Due \_\_\_\_\_  
 Work Site of Grievant \_\_\_\_\_

2. Date the Grievance Occurred \_\_\_\_\_

B. 1. Descriptive statement of the grievance (including provisions of agreement being grieved) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition by Immediate Supervisor \_\_\_\_\_

Signature of Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Grievant/Association \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

LEVEL 2

A. Date Received by Asst. Superintendent, Personnel \_\_\_\_\_

B. Date Disposition Due \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant/Association \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

LEVEL 3

A. Date received by Superintendent \_\_\_\_\_ Date Disposition Due \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant/Association \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

LEVEL 4 - ARBITRATION

A. Date Submitted to Arbitration \_\_\_\_\_

B. Recommendation by Arbitrator \_\_\_\_\_  
 Signature of Arbitrator \_\_\_\_\_ Date \_\_\_\_\_

(Add more sheets if additional space is necessary)

Distribution: (1) Grievant, (2) Supervisor, (3) GGPPSA, (4) OPS