

***Collective Bargaining Agreement***  
***Between***  
***Gravenstein Union School District***  
***And***  
***Gravenstein Union Classified***  
***Employees (GUCE)***

***Effective July 1, 2021 to June 30, 2024***

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## **Article 1. AGREEMENT**

1.1 This Agreement is made and entered into by and between the Board of Education of the Gravenstein Union School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Gravenstein Union Classified Employees (GUCE) Association, CTA/NEA, the Classified Unit Members' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."

1.3 This Agreement shall remain in full force and effect from the ratification date until June 30, 2024.

## **Article 2. RECOGNITION**

2.1 The District recognizes the Union as the exclusive representative of all classified employees (excluding short-term employees, substitute employees and any other employee excluded from the classified service pursuant to Education Code section 45103) who are not management, supervisory or confidential employees of the Gravenstein Union School District.

2.2 During the term of this Agreement all newly created classified positions which have not been designated by the District as management, supervisory or confidential shall be included in the bargaining unit.

2.3 Upon written request, the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as management, supervisor, or confidential.

2.4 If agreement cannot be reached within a reasonable time, the dispute shall be submitted to the Public Employees Relations Board (PERB) for resolution.

2.5 The parties to this Agreement recognize that the duties and work performed by the Unit Members described above shall be performed only by Unit Members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

## **Article 3. NEGOTIATIONS PROCEDURES**

3.1 Not prior to October 1st, but not later than the regularly scheduled Board Meeting each December, GUCE and/or GUSD shall sunshine their initial proposals. GUSD or GUCE shall sunshine their initial proposals for contract reopeners at the Board meeting following that in which the other party has sunshined. The parties may open two (2) Articles each year beginning with the 2023-24 school year for the purposes of re-openers. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.

3.2 The parties shall meet and negotiate in good faith on all contract reopeners and on the Successor Agreement on dates mutually agreed to.

3.3 The District shall provide the Association with appropriate public data in its possession that is needed by the Association to fulfill its role as exclusive bargaining agent.

## **Article 4. MAINTENANCE OF STANDARDS**

4.1 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with the express terms of this Agreement.

4.2 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms in a manner that is arbitrary, capricious, or discriminatory.

4.3 The parties shall administer this Agreement and all its terms with uniform application and effect. The parties shall treat all Unit Members equitably in the interpretation of this Agreement.

## **Article 5. NON-DISCRIMINATION**

5.1 Discrimination Prohibited: No employee in the bargaining unit will be illegally favored or illegally discriminated against in wages, hours, or other terms and conditions of employment as set forth in this agreement because of their:

1. Political opinions
2. Political affiliations
3. Race
4. National origin
5. Religion
6. Marital status
7. Age
8. Sex
9. Physical handicap
10. Membership in the union
11. Lawful union activities
12. Color
13. Ancestry
14. Mental handicap
15. Sexual orientation

This is a non-exhaustive list and shall include other protections in accordance with the law and the District's policy on Nondiscrimination and Harassment in Employment.

## **Article 6. SAVINGS**

6.1 If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

6.2 It is further agreed that negotiations shall commence within a reasonable time upon the request of either party, regarding matters related to such provision.

## **Article 7. GRIEVANCE PROCEDURE**

### **7.1 Definitions**

7.1.1 A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

7.1.2 An "aggrieved person" is the person or persons, including the Association (as stated in 7.1.1) making the claim.

7.1.3 A "party in interest" may be an organizational representative, fellow unit member, supervisor, or administrator.

7.1.4 "Days" is defined to mean days that the District Office is open for business.

### **7.2 Purpose**

7.2.1 The intent of this procedure is to achieve, at the lowest possible administrative level, expedient and equitable solutions to the problems that may arise as a result of interpretation of this Agreement.

### **7.3 General Provisions**

7.3.1 Nothing contained herein will be construed as limiting the rights of any unit member to discuss a grievance informally with his/her principal/immediate supervisor and to have the grievance processed without intervention by the Association, provided that the proposed adjustment is not inconsistent with the terms of this Agreement and is not made until the Association has received a copy of the grievance and proposed adjustment and has been given an opportunity to file a written response.

7.3.2 Time limits specified should be considered maximums. A reasonable effort to expedite the process will be made when the parties agree that adherence to the maximum time limits will significantly harm either party's position. Time limits may be extended by mutual agreement.

7.3.3 In the event a grievance is filed on or after May 1, the grievant may choose to appropriately request that the grievance be expedited according to the time schedule in Section 7.5 Such request shall state the reason why the grievant feels an unexpected grievance will result in harm to the aggrieved.

7.3.4 Either party may have a "party in interest" present at any formal level.

7.3.5 Every effort will be made by both parties to process grievances at such times which do not disrupt the educational program or the grievant's work responsibilities. If processing requires activity during the work day, a reasonable amount of release time will be granted to the grievant.

7.3.6 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level I or by mutual agreement

to Level II.

7.3.7 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board or the Association against any grievant, any party in interest, any unit member or any other participant in the grievance procedure by reason of such participation.

7.3.8 Until the final disposition of the grievance takes place, the unit member and/or the Association shall conform to the decision of the District.

7.3.9 Failure of the employees or the Association to adhere to the time limits of the Article shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

#### 7.4 Procedure

##### 7.4.1 Informal Conference

Before filing a written grievance at Level One, the unit member shall first discuss the matter with their immediate supervisor within five (5) days of learning of the actions or inactions giving rise to the alleged grievance. If the matter is not satisfactorily resolved between the unit member and their immediate supervisor, the unit member may file a Level 1 grievance within the timeframes set forth below.

##### 7.4.2 Level One - Superintendent

7.7.2.1 A grievance shall be presented in writing to the Superintendent using the grievance form, within ten (10) days after the occurrence of the at or omission giving rise to the grievance, or within ten (10) days after the grievant should reasonably have been aware of the grievance. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific provisions of the agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

7.4.2.2 The Superintendent shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance to discuss the grievance with the objective of resolving it. The Superintendent shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days of this meeting.

7.4.2.3 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has occurred within ten (10) days of such meeting or ten (10) days from the date of presentation of the grievance if a meeting is not held, the grievance may be appealed to Level Two.

##### 7.4.3 Level Two - Mediation

7.4.3.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level 1, the grievance may be referred to grievance mediation. The Association may request a mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in their solution of the grievance, at no cost to the District or the Association.

7.4.3.2 The mediator shall meet with the grievant, the Association, and the District for purpose of resolving the grievance.

7.4.3.3 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.

7.4.3.4 In the event that the grievant, the Association, and the Superintendent or their designee have not resolved the grievance with the assistance of the mediator, the Association may request in writing to move the grievance to Level 3 within ten (10) days of the last scheduled mediation session.

#### 7.4.4 Level Three – Board Appeal

7.4.4.1 The Board shall consider the request at its next regularly scheduled Board meeting, in compliance with the Ralph M. Brown Act.

7.4.4.2 The Board will consider the appeal in closed session. At the Board's sole discretion, the Association and/or District may present their position during the Board's closed session.

7.4.4.3 The Board's decision shall be final. The Board shall communicate its decision in writing to the Association and District within thirty (30) days after the Board meeting the appeal is considered.

7.4.5 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

7.4.6 Grievances may be consolidated for purposes of resolution by mutual agreement between the District and the Association.

#### 7.5 Expedited Processing

7.5.1 With the agreement of both parties, the Level I process may be expedited. Notice of such option shall be included in or accompany the grievance filing.

7.5.2 Expedited Grievance Timetable

7.5.3 An expedited grievance shall begin at the Superintendent level.

7.5.4 Time limits within Article 7 Grievance Procedure shall be reduced as follows:

	Standard	Expedited
Level I	10 days	5 days

## Article 8. ORGANIZATIONAL SECURITY

8.1 Indemnification for claims made by an employee for dues deductions

8.1.1 The Association agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgments which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association.

8.2 The Association shall be under an affirmative obligation to notify the District of any changes in representation within a reasonable time.

8.3 The District shall deduct Association member dues in accordance with the provided dues structure. Changes shall be implemented within one month following receipt of notification of new membership from the Association.

8.4 The District shall not interfere with the terms of any agreement between the Association and the District's employee with regard to that employee's membership in the Association.

## **Article 9. ASSOCIATION RIGHTS**

9.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the unit member mailboxes for communications to unit members without cost to the District and subject to reasonable regulation.

9.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at reasonable times provided that such activities or use does not interfere with classroom instruction and is subject to reasonable regulation and is conducted at a time when the employee is not rendering services to the District.

9.3 Names, assignments, work locations, and non-confidential home addresses and telephone numbers of all members of the bargaining unit shall be provided without cost to the Association upon request, no later than October 1 of each school year.

9.4 The district shall make available, to the Association in the District Office two (2) copies of the complete Board of Education meeting agenda upon request, including relevant data at the time the Board members are provided with same, except for materials that are for executive sessions.

9.5 The Association shall be provided a total of 12 days of release time per school year at no loss of salary or other benefits, for the purposes of conducting association business, meeting and negotiating and for the processing of grievances. The total number of days shall be increased to 16 during the school year in which the CBA is set to expire. This shall include release time required by the Association for purposes of preparation for the foregoing. No less than 72 hours if notification for use of such days shall be made in writing to the designee's supervisor or principal.

The District and the Association will share the cost of a substitute for an association officer to utilize any or all of the days of release time to conduct Association business.

9.6 Newly hired unit members of the Gravenstein Union School District will have access to a copy of the existing contract within ten (10) working days.

9.7 Thirty (30) working days after ratification and preparation of the final draft, a copy of



the contract shall be posted on the district website.

## **Article 10. CLASSIFICATION AND RECLASSIFICATION**

10.1 Classified bargaining unit members shall be assigned by the Superintendent or designee in accordance with this and other District agreements. They shall be required to perform those duties prescribed by the Board for the position the unit member holds, in accordance with applicable job descriptions and this Agreement.

10.2 Reclassification means the upgrading of a position to a higher classification as a result of a substantial change of the duties being performed by the incumbent in such position.

10.2.1 A reclassification request may be made by a bargaining unit member or the District. Position reclassification shall be subject to the mutual, written agreement of the District and the Association.

## **Article 11. LAYOFF PROCEDURES**

11.1 A layoff, for the purpose of this Article, shall be an involuntary separation from active service of a permanent classified employee for lack of work or lack of funds.

11.2 Layoffs shall be made, in inverse order of seniority, in accordance with the applicable provisions of the Education Code.

### **11.2.1 Seniority**

11.2.1.1 Seniority shall be determined by first date of paid service within the classification, plus higher classifications. If two (2) or more Unit Members subject to layoff have equal seniority, then the layoff determination shall be made by lot.

11.2.1.2 The District shall maintain a roster indicating bargaining unit member hire date and seniority of all classifications performed. Except as provided above, time served does not transfer between classifications.

### **11.3 Bumping Rights**

11.3.1 A Unit Member laid off from their present position may bump a less senior bargaining unit member within the affected classification, or the Unit Member may bump into any lower classification in which the Unit Member has previously worked and for which the unit member can perform the desired position.

### **11.4 Recall**

11.4.1 Laid-off Unit Members are eligible for reemployment in the class from which they were laid off for thirty-nine (39) months and shall be recalled in the reverse order of layoff.

11.4.2 The recall notice shall be sent by letter to the laid off Unit Member's last known address if the employee is not notified in person.

11.5 Unit Members who are laid-off shall be entitled to continue on District-sponsored health insurance for up to six months, provided the unit member continues to pay the necessary premiums on a monthly basis as provided by COBRA.

## **Article 12. LEAVES**

### **12.1 Sick Leave**

12.1.1 Sick leave is defined as absence because of illness or injury, other than illness or injury arising out of and in the course of District employment.

12.1.2 Every full-time, twelve month Unit Member shall be entitled to twelve (12) paid sick leave days of absence annually. Sick leave benefits shall be prorated for Unit Members working less than full-time, and less than twelve months.

12.1.3 The Unit Member need not accrue the annual credit prior to taking such a leave. A unit member who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination.

12.1.4 All unused sick leave shall be accumulated.

### **12.2 Extended Illness**

12.2.1 Upon exhaustion of all current and accrued sick leave, a Unit Member who continues to be absent on account of their own non-industrial illness or injury for up to five months will receive differential pay for those days after sick leave is exhausted. The Unit Member receiving differential pay shall receive the difference between their regular pay and the amount actually paid a substitute.

12.2.2 The five-month period begins on the first day of absence, and runs concurrently with sick leave and, if applicable, FMLA and/or CFRA leave.

### **12.3 Pregnancy Disability Leave**

12.3.1 The District shall provide for a leave of absence or accommodation for any unit member who is disabled due to pregnancy, miscarriage, childbirth, and/or recovery therefrom.

12.3.2 Disability caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan in connection with employment in the District.

12.3.3 The written employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as applied to other temporary disabilities.

12.3.4 The District will grant unit members up to four months' leave under this section. If the unit members exhausts paid leave, they will be entitled to unpaid leave, with all District benefits contributions made on their behalf for the remainder of the four months. Unit members who remain disabled after exhausting this period may be eligible to request additional unpaid leave as a reasonable accommodation.

12.3.5 The unit member requesting this leave will notify the District in writing as soon as the need for it is established (i.e, a doctor has determined the unit member to be disabled), but not less than thirty days prior to the expected date of delivery. The request should include certification from the unit member's health care provider of the disability.

#### 12.4 Parental/Child Bonding Leave

12.4.1 Parental Leave means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

12.4.2 The District shall provide, in accordance with Education Code 45196.1, paid Parental Leave upon exhaustion of accumulated sick leave, for up to twelve work weeks. The intent is to implement the terms and conditions of Education Code Section 45196.1, and further interpretations of this law will apply.

12.4.3 The unit member will notify the District at least 30 days in advance of this leave being taken, unless a specific date or time frame is not known - for example in the case of some adoptions or foster placements - the unit member will provide the District with as much notice as possible, as soon as the date is ascertained.

#### 12.5 Family Care and Medical Leave

12.5.1 The District shall provide employees with unpaid leave (with full District benefit contributions) for up to twelve work weeks in a twelve-month period for reasons outlined in the respective statutes. This leave runs concurrently with any paid time off. These statutes are different, and one or both may apply to a particular situation; when both apply, they will run concurrently.

12.5.2 Leave is allowed for the following purposes:

- (a) Care for one's own serious health condition,
- (b) Care for certain family members' serious health conditions,
- (c) To bond with a new child,
- (d) When there is a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the US Armed Forces, or
- (e) To care for a spouse, child, parent, or next of kin in the armed services or National Guard who receives a serious injury or illness in the line of duty.

12.5.3 Leave described in 12.5.2.b may be taken to care for the serious health condition of a spouse, domestic partner, parent, child (of any age), child of a domestic partner, grandparents, grandchildren, and siblings.

12.5.4 This leave may be taken intermittently with District agreement.

12.5.5 It is the intent to implement the terms and conditions of Government Code 12945.2 and 28 US 2601 *et seq.* and further interpretations of these laws will apply.

#### 12.6 Catastrophic Leave Bank

12.6.1 Definition: Catastrophic leave is a paid leave of absence due to a verifiable, long term illness or injury, which disables the unit member for more than twenty days.

12.6.2 Coverage: Unit members shall be eligible for such leave due to their own serious illness/injury or the serious injury/illness of an immediate family member, defined as spouse, parent, sibling, or child.

12.6.3. Unit members must exhaust all accrued sick leave before qualifying for Catastrophic Leave.

12.6.4 Catastrophic Leave taken by an employee shall be counted against a bank of days specifically donated by other unit members on behalf of the affected unit member. Unit members will be limited to a maximum of ten Catastrophic Leave days per school year or the number of days available in the bank, if fewer than ten are banked. Unit members donating sick leave days must donate at least the number of hours equivalent to one work day.

12.6.5 Any banked sick leave days not utilized shall remain in the bank.

12.6.6 Unit members who are retiring or leaving the employment of the District may contribute their unused sick leave to the Catastrophic Leave Bank not to exceed the equivalent of ten (10) days.

12.6.7 In any instance of long term leave by a unit member, the District and the Association shall mutually agree that the requirements above have been satisfied before a memo is sent to all unit members notifying them of the opportunity to donate sick leave days.

## 12.7 Personal Necessity Leave

12.7.1 A unit member may use, at their election, up to seven accrued and unused sick leave days for the purpose of personal necessity leave.

12.7.2 Personal necessity leave may be used for the following purposes:

(1) Death of a member of the immediate family, in addition to those days set aside as Bereavement Leave.

(2) Accident, involving the unit member's person or property, or the person or property of a member of their immediate family.

(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

12.7.3 Unit members shall submit notification for personal necessity leave to their immediate supervisor at least five (5) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible or for purposes (1) or (2), above.

## 12.8 Leave Without Pay

12.8.1 A unit member may apply to the Board for an unpaid health leave of absence for the remainder of the current school year, which may be granted at the discretion

of the Board. If granted, the unit member may renew the request for leave for up to one (1) additional school year.

#### 12.9 Bereavement Leave

12.9.1 A unit member shall be granted leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for five (5) days. Such days need not be taken in consecutive order.

12.9.2 Notification of need for bereavement leave shall be made to the District Office or to the unit member's immediate supervisor.

12.9.3 Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. If an individual does not meet the criteria above as "immediate family," the Unit Member can petition the Superintendent for an exception, which will be granted on a case-by-case basis.

#### 12.10 Jury Duty/Witness Leave

12.10.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

12.10.2 The unit member must provide to their immediate supervisor the court summons prior to receiving leave and reporting to court. Upon returning to work, the unit member must provide verification of appearance.

#### 12.11 Voting Leave

12.11.1 If a Unit Member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the Unit Member is entitled to vote outside of working hours, the District shall grant up to two (2) hours of release time to vote. Unit members must notify their immediate supervisor of the need for this release time at least two (2) days in advance.

#### 12.12 Industrial Accident/Illness Leave

12.12.1 Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days of paid leave in any one fiscal year. The leave shall not be accumulated from year to year. Such leave will commence on the first day of absence.

12.12.2 Industrial Accident/Illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under worker's compensation.

12.12.3 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only

that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

12.12.4 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months without pay. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of a layoff, in which case the person shall be listed in accordance with appropriate seniority.

#### 12.13 Military Leave

Unit members who are attached to the military services and are called into temporary, active duty of any unit of the United States Reserves or the National Guard shall be granted (upon request) temporary military leave and all other protected benefits, pursuant to Military and Veterans Code Section 395 and other applicable laws.

## **Article 13. HOLIDAYS AND VACATIONS**

13.1 All Bargaining Unit Members shall be provided with the following paid holidays, provided the unit member is in paid service on the working day immediately preceding and following the holiday:

- 13.1.1 New Year's Day
- 13.1.2 Martin Luther King Day
- 13.1.3 Lincoln Day
- 13.1.4 President's Day
- 13.1.5 Memorial Day
- 13.1.6 Juneteenth Day (12 month employees only)
- 13.1.7 Independence Day (12 month employees only)
- 13.1.8 Labor Day
- 13.1.9 Veterans' Day
- 13.1.10 Thanksgiving Day
- 13.1.11 Christmas Eve
- 13.1.12 Christmas Day
- 13.1.13 New Year's Eve
- 13.1.14 Floating Holiday (12 month employees only)

#### 13.2 Other Holidays

13.2.1 All Unit Members shall receive as paid holidays all days declared by the President, Governor of this state or Governing Board to be days of public holiday, provided such day falls within the work year of the unit member.

#### 13.3 Holidays on Saturday or Sunday

13.3.1 When a holiday falls on a Saturday or Sunday, the District calendar shall reflect the day on which the holiday will be observed.

#### 13.4 Floating Holiday

13.4.1 Each 12 month Bargaining Unit Member shall be entitled to an additional holiday on a date selected by such Unit Member.

### 13.5 Vacation

13.5.1 Every regular classified bargaining unit member shall be entitled to an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Twelve (12) month, full-time bargaining unit members, in years 0-5, shall earn 96 hours of vacation time annually, awarded July 1. Twelve (12) month, full-time bargaining unit members, beginning in year 6, shall earn 136 hours of vacation time annually, awarded July 1. Bargaining unit members who are less than full-time shall earn vacation prorated based on their full-time equivalency.

13.5.2 Bargaining unit members who work less than twelve (12) months are not entitled to take vacation time but will be paid for their earned vacation days in their regular pay warrants.

13.5.3 Twelve (12) month bargaining unit members may take their vacation at any time with the prior approval of the Superintendent. Denial shall not be unreasonable. When possible, vacation requests should be made at least four weeks before the proposed vacation time, and should take into account, to the greatest extent possible, the academic instructional calendar.

13.5.4 Twelve (12) month bargaining unit members may accrue up to a maximum of 160 hours of vacation time. In the event a twelve month bargaining unit member accrues the maximum amount of vacation time, the bargaining unit member will be paid out any additional earned vacation time in their regular pay warrant each month as it is earned, until their accrued balance falls below 160 hours.

13.5.5 Eleven (11) month, full-time bargaining unit members shall earn 5.6 hours of vacation time for each month in which the employee is in paid status for more than one-half of the working days. Bargaining unit members who are less than full-time, eleven (11) month employees shall earn vacation prorated based on their full-time equivalency.

13.5.6 A bargaining unit member may be granted vacation during the school year even though not earned at the time the vacation is taken. A unit member who does not complete a given year of service shall be charged for any unearned vacation time used as of the date of termination, and the District shall deduct from the employee's final pay warrant the full amount of salary which was paid for such unearned days of vacation taken.

13.5.7 Upon separation from service, the bargaining unit member shall be entitled to lump sum compensation for all earned and unused vacation.

13.5.8 When a holiday falls during the scheduled vacation of any bargaining unit member, the holiday shall not be charged against the unit member's vacation.

13.5.9 A Unit Member may interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, if the Unit Member supplies notice and supporting information regarding the basis for requesting such interruption or termination. Such leave shall be granted and

verified on the same basis as would apply if an interruption of vacation were not involved.

## **Article 14. HOURS OF EMPLOYMENT AND OVERTIME**

### **14.1 Initial Employment**

14.1.1 Upon initial employment, each Unit Member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, and the Unit Member's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

### **14.2 Workday and Workweek**

14.2.1 The maximum number of hours for regular full-time employment of any unit member is eight (8) hours a day, inclusive of lunch, and forty (40) hours a per week consisting of five (5) days per week.

14.2.2 Part-time Unit Members are those scheduled to work less than forty (40) hours per week.

14.2.3 All hours in paid service shall count toward meeting the above work week requirements.

### **14.3 Adjustment of Assigned Time**

14.3.1 Any Unit Member who is assigned to work an average of fifteen (15) minutes or more per day in excess of his or her regular assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective the 21<sup>st</sup> day.

### **14.4 Posting of Vacancies**

14.4.1 Notices of classified vacancies or openings shall be made available to the Association for distribution to school sites as they become known.

14.4.2 Notices shall contain a closing date for submitting requests for transfer or change of assignment.

14.4.3 All requests for transfer and reassignment shall be made on a form provided by the District.

14.4.4 The District shall notify the Association President during summer vacation before posting openings which may arise. From the close of school until July 31st, three (3) days will be allowed for members to respond. After August 1st, one day will be allowed for response. It shall be the responsibility of the Association President, or designee, to notify all existing staff when notified of classified openings by the District.

### **14.5 Overtime and Compensatory Time**



14.5.1 Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week in order to complete assigned duties. Overtime requires pre-approval from an administrator.

14.5.2 When the district is aware of the need for additional hours at least 24 hours prior to the time that the hours will be worked, the assignment shall be offered to the Unit Member working at the site where the assignment is available and working less than a regular full-time assignment in the appropriate class with the greatest bargaining unit seniority up to a maximum of eight (8) hours per day and forty hours per week. If the senior Unit Member declines the assignment, it shall be offered to the remaining Unit Members in the class in descending order of bargaining unit seniority until the assignment is made. Any increase in hours opportunities shall be made known as soon as is practicable. For assignments that become available less than 24 hours prior to the time that the hours will be worked, administration will endeavor to offer the assignments to highest seniority staff on a rotating basis.

#### 14.6 Compensation for Overtime

14.6.1 A Unit Member who works overtime shall be paid at a rate equal to one and one-half (1 ½) times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the Unit Member shall be included in determining his/her regular rate of pay.

14.6.2 In accordance with the Fair Labor Standards Act and applicable State law, compensatory time shall be allowed for overtime worked at the Unit Member's discretion. Accrued compensatory time may be utilized within a reasonable period of time. The unit member shall submit a request for the use of such time to his/her immediate supervisor and shall be denied only for good and sufficient reason. In the event a request is denied the Unit Member may either resubmit his/her request or shall be paid the below mentioned overtime rate at the next pay period.

#### 14.7 Call-In (Emergency) Time

14.7.1 Call-in time is non-scheduled working time for a guaranteed minimum of three (3) hours for reporting to work at the District's request. Call-in time must be authorized by the Unit Member's immediate supervisor.

#### 14.8 Call-Back Time

14.8.1 Any Unit Member called back to work after completion of his/her work shall be guaranteed a minimum of three (3) hours of work.

#### 14.9 Compensation for Call-In Time and Call-Back Time

14.9.1 A regular member of the unit who works authorized call-in or callback time shall be paid for a minimum of two (2) hours at his/her regular rate of pay or at the rate of one and one-half (1 ½) times regular hourly pay if the assignment qualifies for overtime pay.

#### 14.10 7th day and Holiday Overtime

14.10.1 All work on the 7th consecutive day or Holidays will be compensated at two and one-half times the Unit Member's normal rate of pay, and a minimum of four (4) hours will be credited to the Unit Member.

#### 14.11 Right to Refusal

14.11.1 Any Unit Member shall have the right to reject any offer or request for overtime or call-back or call-in time except when being called to work for emergency service, pursuant to California Government Code 3100-3109.

#### 14.12 Rest Breaks

14.12.1 Unit members working four (4) hours per day or more shall receive not less than a fifteen (15) minute paid rest period for each four (4) hours of service. Unit members must coordinate with the supervisor in scheduling rest periods.

14.12.2 Unit members who are employed in two (2) or more positions in the District shall be entitled to the rest breaks based upon their daily hours of service.

#### 14.13 Lunch Periods

14.13.1 All Unit Members covered by this agreement shall be entitled to an unpaid, thirty minute, uninterrupted lunch period after the Unit Member has been on duty for five (5) hours. Unit members must coordinate with the supervisor in scheduling lunch periods. For an employee working less than a 6 hour shift, the meal period may be waived by mutual consent of both the employer and employee.

14.13.2 A Unit Member required to work or be available during a lunch period shall receive pay at the rate of one and one half times (1 ½) time for all time worked during the normal lunch period.

#### 14.14 Extra-curricular Stipend Positions

14.14.1 Unit Members will be eligible to fulfill extra-curricular stipend positions with administrator approval. All extra-curricular assignments will be paid pursuant to the schedule included in the GUTA CBA.

## **Article 15. EVALUATIONS**

15.1 The primary purpose of evaluations shall be for the improvement of the employment skills and all assessments shall be conducted in good faith and in accordance with the provisions agreement.

15.2 Evaluations shall be based on objective criteria as set forth in the position description of the Unit Member. The Superintendent or designee shall ensure that bargaining unit members have access to any rules and procedures related to performance evaluations.

15.3 In the event of a negative evaluation, the District shall take positive action to assist the Unit Member in correcting any cited deficiencies. Such assistance shall include the following:

15.3.1 Specific recommendations for improvement.

15.3.2 Direct assistance to implement the recommendations.

15.3.3 Provision of any additional resources to be utilized to assist with improvement.

15.3.4 Techniques and means of measuring improvement.

15.3.5 Time schedule to monitor progress.

15.4 A Unit Member may choose to engage representation by the Association for any meeting to discuss or report on the Unit Member's work performance.

15.5 The District shall not require any member of the Bargaining Unit to act in any capacity to effectively recommend or comment on the work performance of another member of the bargaining unit.

15.6 Any form used for the purpose of evaluation shall be mutually developed by the District and the Association.

#### 15.7 Timing of Evaluations

15.7.1 All permanent Unit Members shall be evaluated once every year, no later than June 1.

15.7.2 Probationary unit members will be evaluated twice during the probationary period.

#### 15.8 Evaluation Document

15.8.1 A copy of the completed evaluation, signed by the evaluatee and evaluator, shall be placed in the Unit Member's file at the District Office. The signing of such document shall not imply agreement with its contents.

#### 15.9 Right of Rebuttal

15.9.1 The Unit Member has the right to submit a written reaction to the evaluation within ten (10) days of receipt of such evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the Unit Member's personnel file.

## **Article 16. DISCIPLINE**

16.1 The District shall not discipline a unit member without just cause\*. Discipline is defined as any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds.

16.1.1 In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes just cause for personnel action against a permanent classified employee:

16.1.1.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

16.1.1.2 Incompetency

16.1.1.3 Inefficiency

16.1.1.4 Neglect of duty

16.1.1.5 Insubordination

16.1.1.6 Dishonesty

16.1.1.7 Possessing, consuming, or being under the influence of alcoholic beverages or other intoxicating substances, whether legal or illegal, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or anyone associated with them.

16.1.1.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

16.1.1.9 Absence without leave

16.1.1.10 Immoral conduct

16.1.1.11 Discourteous treatment of the public, students, or other employees

16.1.1.12 Improper political activity

16.1.1.13 Willful disobedience

16.1.1.14 Misuse of District property

16.1.1.15 Violation of District, Board, or departmental rule, policy or procedure

16.1.1.16 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

16.1.1.17 Refusal to take and subscribe any oath or affirmation which is required by law in connection with their employment.

16.1.1.18 A physical or mental disability which precludes the employee from the proper performance of their duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

16.1.1.19 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

16.1.1.20 Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

16.1.1.21 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or their employment.

16.2 The District shall use progressive discipline, unless the nature of the offense justifies more serious disciplinary action.

16.3 The District shall utilize the following procedure when disciplining a unit member:

16.3.1 The District shall provide the Unit Member with written notice of its intent to discipline the Unit Member. The written notice must contain:

16.3.1.1 The specific acts and omissions, upon which the discipline is based,

16.3.1.2 The rule or regulation alleged to have been violated,

16.3.1.3 Notice of the unit member's right to a *Skelly* hearing before charges are issued,

16.3.1.4 Notice of the Unit Member's right to deny the charges and request a hearing,

16.3.1.5 A form with notice that it must be returned within five days, the signing and return of which constitutes a denial of the charges and a request for a hearing.

16.4 The District shall notify the Association of disciplinary proceedings against a Unit Member except where the Unit Member specifically requests that the District not notify the Association.

16.5 After issuing charges, and at the request of the unit member, the District shall provide a hearing before the Board.

16.6 Upon a Unit Member's request for a hearing, the District shall stay the proposed discipline until completion of the hearing process.

16.7 The District shall bear the burden of proof.

16.8 At the hearing, the Unit Member shall have the right to present evidence and witnesses and cross examine witnesses.

16.9 The Board's decision shall be final.

(\*Note: the following factors are to be used when considering "just cause:" fair notice, prior enforcement, due process, substantial evidence, equal treatment, progressive discipline, mitigating and extenuating circumstances.)

## **Article 17. PROBATIONARY UNIT MEMBERS**

17.1 Newly hired or promoted unit Members shall serve a probationary period of six months or 130 days of paid service, whichever is longer. Upon satisfactorily completing this period, they shall become permanent classified employees of the District.

17.2 Promoted Unit Members who do not successfully pass the probationary period for the promotional classification shall be employed in the classification from which they were promoted.

17.3 No later than two weeks after employment, Unit Members shall be provided training, guidance, policies and procedures, and documentation essential to perform their job duties.

## **Article 18. SAFETY**

18.1 Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.

18.2 Upon notification the District shall eliminate or correct any unsafe, unhealthy, or hazardous condition.

18.3 The District agrees to furnish safety equipment, clothing and devices required for health and safety reasons and to maintain a safe and healthy environment for Unit Members and to comply with all local, state, and federal statutes regarding such safety and health matters.

18.4 The District shall provide training appropriate to the carrying out of their job duties, in order to insure the safety of Unit Members and others.

18.5 Unit Members shall be made whole for losses or damage to personal property on District property due to theft, vandalism or destruction.

18.6 Nothing in this article shall prevent a Unit Member from exercising their right to bring a complaint in any appropriate forum.

## **Article 19. HEALTH AND WELFARE BENEFITS**

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

19.1.1 It is agreed that the District may change carriers on any benefits in this Article provided that they first negotiate with the Association, and such change does not reduce the actual level of benefits to the unit member.

### 19.1.2 3. Health and Welfare:

- a. Effective January 1, 2023, the District shall increase its contribution to each bargaining unit member's dental premium to the full monthly cost.
- b. Effective January 1, 2023, the District shall increase its contribution to bargaining unit member's health and welfare premiums by \$300 per month, for new District contributions of the following:
  - i. Employee only: \$1,000 per month (\$12,000 annually)
  - ii. Employee + 1: \$1,250 per month (\$15,000 annually)
  - iii. Employee +2 or more: \$1,400 per month (\$16,800 annually)
- c. The District will continue to pay the monthly vision cost at the rate of \$28.60 for vision.

The employee shall pay (through payroll deduction unless requested otherwise) any monthly premium that exceeds the District's monthly contribution.

19.1.3 Health coverage shall be extended to the months of July and August for classified staff that resign or take a leave of absence at the end of a school year, or are laid off.

19.1.4 All benefits are based on FTE status and will be prorated for part-time unit members.

19.1.5 IRS 125 Plan - The District shall maintain the IRS 125 Plan at no cost to the district.

19.1.6 Open enrollment for the IRS 125 Plan shall be held annually.

## 19.2 Duration of Benefits

19.2.1 Unit Members who are employed for an entire school year shall be eligible for benefits under the District's benefit program for a full 12-month period. Unit Members who are initially employed subsequent to the first day of the work year shall be eligible for coverage from the first day of active employment through the remainder of the 12-month period.

19.2.2 Unit Members who terminate their employment prior to the close of the work year shall be provided benefits through the last day of the payroll period in which the termination occurred.

## 19.3 Employee Assistance Program Plan

19.3.1 The District shall provide unit members enrolled in a district sponsored health insurance plan and their eligible dependents, including domestic partners and their dependents, access to an employee assistance program plan.

19.3.2 Unit member participation in the employee assistance plan shall be entirely voluntary and shall be kept confidential. The District shall not use any information about a unit member gathered as a result of their participation in the employee assistance plan for any evaluation, discipline or dismissal procedure.

19.3.3 A unit member's decision to participate or not to participate in the employee assistance plan shall not in itself jeopardize any right to which the member is otherwise entitled.

## **Article 20. COMPENSATION**

### **20.1 Unit Salary Schedule**

#### **20.1.1 Salary**

##### **1. Term:**

a. The District and GUCE agree to a term of agreement of July 1, 2021 through June 30, 2024.

##### **2. Salary:**

##### **a. 2021-2022**

i. Effective July 1, 2021, the District shall increase the salary schedule by \$4.00 per cell.

##### **b. 2022-2023**

i. Effective July 1, 2022, the District shall increase the salary schedule by \$1.50 per cell.

ii. The District shall provide each current unit member with a one-time, off-schedule payment of \$1,500.00.

##### **c. 2023-2024**

i. Effective July 1, 2023, the District shall increase the salary schedule by \$1.50 per cell.

ii. Through June 30, 2024, unit members are eligible to access the district pool of Educator Effectiveness funds to pay for college credits, trainings, and certifications. Unit members must first submit credits, trainings and certification programs for pre-approval by the District Superintendent in order to qualify for reimbursement.

##### **d. Term**

i. These changes will conclude salary and benefit negotiations for the 2021-22, 2022-23, and 2023-24 school years.

### **20.2 Additional Payments**

20.2.1 Any payroll adjustment due a Unit Member as a result of working out-of-class, re-computation of hours, or for reasons other than procedural errors shall be made and a supplemental check issued at the next regular pay period.



### 20.3 Working Out-of-Class

20.3.1 A permanent Unit Member, who is assigned to work out of classification, to perform the duties of a higher classification, shall be compensated at the first step of the salary range for the higher classification that is equal to or above a one-step increase in salary, for all time spent working out of class.

### 20.4 Mileage

20.4.1 Unit Members whose responsibilities require travel to more than one site or who use their own vehicles for District-authorized activities shall receive mileage reimbursement at the current IRS rate, providing the unit member submits a mileage reimbursement request pursuant to the District's procedures.

20.4.2 Reimbursement shall be allowed for mileage accrued beyond that required for one round trip to the Unit Member's regular work site.

### 20.5 Lost Checks

20.5.1 Pursuant to Sonoma County Office of Education ("SCOE") protocol, any paycheck for a Unit Member which is lost after receipt or which is not received within seven (7) days, if mailed, shall be replaced in the next check issuing cycle following the Unit Member's notification to the Payroll Department for replacement of the check except when precluded by circumstances beyond the control of the District. The Unit Member must sign for receipt of the replaced check. If requested by the unit member, the District will endeavor to replace the check in a more expedient manner.

### 20.6 Payroll Errors

20.6.1 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

20.6.2 In the event a payroll error adversely affects the District, the District shall meet with the unit member and, if they wish, Association, to discuss reasonable terms of repayment.

### 20.7 Promotion

20.6.1 Any Unit Member receiving a promotion to a higher classification shall be moved to the appropriate range and step of the new class to provide an increase of not less than 5% more than the unit member's current regular rate.

### 20.8 Tax Shelter Annuities

20.8.1 Unit Members may participate in CTA's (403b) Retirement Savings Plan with a District-provided payroll deduction for such purpose.

### 20.9 Salary Warrants

20.9.1 Unit Members shall be permitted to receive salary warrants in one (1) of the three (3) following ways to be determined at the first of the school year:

20.9.1.1 Mailed to home;

20.9.1.2 Delivered electronically to a bank/credit union; or

20.9.1.3 Picked up at the District Office.

## 20.10 Salary Schedule Implementation

20.10.1 The annual salaries set forth in this Agreement shall be paid in ten (10), eleven (11) or twelve (12) installments, payable on the last working day of each month with appropriate deductions as mutually agreed upon between the District and Association.

## 20.11 Business Expenses

The District shall pay all expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity at the discretion of a District administrator when such activity is away from the unit member's primary work location. If the unit member initiates participation in an activity, the payment of expenses incurred by the unit member, including, but not limited to fees, travel, lodging, meals and incidentals, must be agreed upon by the unit member's immediate supervisor.

# Article 21. CHARTER SCHOOLS

21.1 This article is intended to provide charter school Unit Members with rights under the Collective Bargaining Agreement.

21.2 All dependent charter school Unit Members are Unit Members of the District and shall be included under the Collective Bargaining Agreement between the District and the Association.

21.3 Any independent conversion charter shall, upon approval by the District, be deemed to be a successor employer and the Association deemed to be the exclusive representative of the classified Unit Members.

# Article 22. DISTRICT RIGHTS

22.1 The District shall retain the authority to direct, manage, and control the District policies, practices and procedures consistent with the Educational Code, the law and this agreement. These rights shall include, but not be limited to, the right to: hire and assign employees, determine the methods, means, and number of personnel, alter or amend instructional methods and/or facilities, establish and require conformance to reasonable rules and regulations, discipline employees for cause, contract for goods and services, direct the work of its employees, determine the method, means, and services to be provided, establish the educational philosophy and the goals and objectives, insure the rights and educational opportunities of students, determine the curriculum, build, move or modify the facilities, develop a budget, develop and implement budget procedures, determine the methods of raising revenue, and contract out work. The District retains the right to amend or modify

provisions of this agreement to address emergency situations arising from unforeseen events or an act of God; such changes shall remain in effect only for the duration of the emergency. The failure to exercise any right reserved to the District shall not act as a waiver of the District's right. Emergency situations are defined by the Brown Act, Government Code 54956.5(a).

22.2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and to the extent such specific and express terms are in conformance with the laws of the State of California.

22.3. The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

22.4. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of natural disaster.

## **Article 23. COMPLETION OF NEGOTIATIONS**

23.1 This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement, except as set forth in the reopeners or as otherwise required by this Agreement.

23.2 The District and the Association agree to support this Agreement for its term and will not seek change or improvement in any matter subject to the meet and negotiation process except as pursuant to the terms of Article 3 or by mutual agreement of the District and the Association.

23.3 Duration: The Agreement shall become effective upon ratification by both parties. It shall remain in full force and effect up to and including June 30, 2024. For the 2023-24 school year, the Association and the District may reopen two unspecified articles pursuant to Article Three (3) of this agreement.

## **Article 24. EQUIPMENT, MATERIALS, AND EXPENSES**

24.1 The District shall cover all expenses related to the performance of the work assigned., including any pre approved travel expenses, training costs, materials and equipment, and any uniforms.

\_\_\_\_\_  
GUSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
GUCE

\_\_\_\_\_  
Date