

**AGREEMENT**

**BETWEEN**

**THE GRIZZLY CHALLENGE CHARTER SCHOOL  
BOARD OF DIRECTORS**

**AND**

**GRIZZLY EDUCATION ASSOCIATION  
CTA/NEA**

**July 1, 2015 – June 30, 2018**

**With TA's included from 2015-2016  
and 2016-2017**

## **VISION**

The Grizzly ChalleNGe Charter School, in partnership with the California National Guard, is designed to provide an opportunity for students with unique needs to redirect their lives toward productive work, healthy life styles, responsible citizenship, and life-long learning.

## **MISSION**

The mission of the Grizzly ChalleNGe Charter School is to provide a safe, consistent, structured, educational environment focusing on the success of the whole student. Our voluntary residential high school offers a curriculum that is goal oriented, integrated, cooperative, flexible and designed to meet California State Standards as well as the diverse needs of our at-risk population. Through partnerships with the California National Guard, the business community, and postgraduate educational programs, we prepare students for the transition from high school to employment, higher education, and adult responsibilities.

**Article 1. PREAMBLE**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (hereafter the “Agreement”) between the Grizzly ChalleNGe Charter School (hereafter the “Employer,” “Board,” or “GCCS”) and the Grizzly Education Association (hereafter the “Association” or the “Exclusive Representative”). The term “school site” refers from here on as GCCS.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code, which is referred to hereafter as the “Act.”
- 1.3 Youth Programs, as used in this Agreement, refers to the Federal program for at-risk children served through various programs operated by the National Guard.
- 1.4 ChalleNGe Program, as used in this Agreement, refers to the formal name given to the Youth Programs operated by the National Guard throughout the county.
- 1.5 Chief administrative agent is the San Luis Obispo County Superintendent of Schools.

**Article 2. RECOGNITION**

- 2.1 By vote of the teaching staff and certification by the Public Employment Relations Board on March 4, 2002, the employer recognizes the Association as the Exclusive Representative of the GCCS certificated employees, hereafter “teachers,” “unit members,” or “employees,” excluding all management, confidential, supervisory, and classified employees. No portion of this agreement relates to employees of the National Guard.

**Article 3. MANAGEMENT-RETAINED RIGHTS**

- 3.1 It is agreed and understood that, except as specified in this Agreement, the GCCS retains the rights, powers, prerogatives, privileges, duties, and authority vested in it by the State and Federal laws and regulations and school policies to manage, control, and direct the operations and affairs of the GCCS, including, but not limiting the generality of the foregoing, the right to:
  - 3.1.1 The executive management organization and administrative control of the GCCS, its properties and facilities.
  - 3.1.2 Determine the number and kinds of personnel required in order to maintain the efficiency of the GCCS operations.
  - 3.1.3 Direct the work of its employees.
  - 3.1.4 Hire all employees and determine their qualifications and the conditions of their continued employment and discipline, dismiss, assign as defined in the Agreement, and transfer all such employees.
  - 3.1.5 Establish educational policies, goals, and objectives.
  - 3.1.6 Ensure the rights and educational opportunities of students.
  - 3.1.7 Establish budget procedures and determine budgetary allocation.
  - 3.1.8 Determine methods of raising revenue.
- 3.2 The exercise of the foregoing rights, powers, prerogatives, privileges, duties, and authority by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement and the rights granted under the Act.

**Article 4. RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

- 4.1 The Association shall have the right of access to areas in which unit member's work, the right to use bulletin boards, mail boxes, and other means of communication, subject to reasonable rules and regulations, and the right to use GCCS facilities for the purpose of meetings concerned with the rights guaranteed in the Act, as follows:
- 4.1.1 Access: Persons not members of the school staff who wish to come on the school site for Association Matters during the school day shall notify the site administrator. Such visits shall not cause any interruption to the school program.
  - 4.1.2 Communication: The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. The Association shall be entitled to the use of mailboxes for communication to employees regarding matters which involve the Association. Such communication shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications. No cost or legal liability shall be assumed by or imposed on the GCCS for such communication.
  - 4.1.3 Use of Facilities: The Association may use school facilities for meetings either before or following employees' work day, or during duty-free lunch, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or they are otherwise unavailable for use. Such meetings shall not interfere with the services of the employees or the school program.
- 4.2 The Board agrees to consult with the Exclusive Representative on all matters required by the Act.
- 4.3 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a revocable authorization for the deduction of unified membership dues, initiation fees and general assessments assessed by the Association.
- 4.3.1 The GCCS will deduct one-twelfth of such dues from the regular salary check of the teacher each month for twelve (12) months.
  - 4.3.2 Deductions of dues for teachers who sign such authorization after the commencement of a school year will be prorated to complete payments by the end of the school year.
  - 4.3.3 A dues authorization shall remain in effect for the term of this Agreement, except that any authorization may be revoked between July 1 to August 1 of each calendar year of this Agreement.

- 4.4 The Association president or designee will be allocated up to five (5) days of released time per year for Association business. Such released time shall be without loss of pay. The substitutes for these five (5) days will be paid by GCCS. At least one week advance notice will be given to the Administrator to plan for the absence.
- 4.5 Before filing any request for a waiver of State and Federal law or regulation that may change or impact terms and conditions of employment, the GCCS will provide a copy of the waiver request to the Association.
- 4.6 Beginning July 2012, and pursuant to Government Code 3546(a), the Charter will institute an Agency Fee through payroll deduction. The parties have agreed to the following non-profit organizations as the alternative recipient choices for contributions made by those who apply for and qualify for Objector status:
  - Camp Hapitok,
  - American Cancer Society, and
  - Grizzly Youth Academy Scholarship fund (local fund, if available).

## Article 5. GRIEVANCE PROCEDURE

- 5.1 A "grievance" shall mean an allegation by an employee that there has been a violation of one or more express provisions of this Agreement. No issues outside this Agreement may be subject to the grievance procedure.
- 5.2 A "grievant" is an employee or employees of the association as defined in Article 2.1. The Association may grieve, with written authorization, on behalf of employee or employees.
- 5.3 A "day" shall mean a day as designated a teacher work day according to the teacher's work year calendar.
- 5.4 An "immediate supervisor" is the administrator or and administrative designee having immediate jurisdiction over the grievant.
- 5.5 The grievant may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the Employer of such election prior to the first meeting.
- 5.5.1 The grievant, a designated bargaining unit representative, and witnesses, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the Employer and the Exclusive Representative.
- 5.5.2 An employee may present a grievance to the Employer and have such grievance resolved without the intervention of the Exclusive Representative.
1. Any resolution shall not be inconsistent with the terms of this Agreement.
  2. Before finalization of the resolution of the grievance, the Exclusive Representative shall receive a copy of the grievance and the proposed resolution, and shall be given an opportunity to file a response.
- 5.5.3 At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
- 5.6 Once a grievance has been initiated, all matters of dispute relating to it which occurs during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.
- 5.6.1 Once a grievance has been resolved, or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

- 5.7 Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.
- 5.8 No reprisal will be taken by the Employer against any grievant or participant in the grievance procedure by virtue of such participation.
- 5.8.1 All written materials pertinent to a grievance, except decisions which affect the employee's employment status, shall be filed separately in a grievance file and not in the grievant's personnel file.
- 5.9 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the Employer.
- 5.10 INFORMAL LEVEL: An employee may discuss any grievance with the immediate supervisor by requesting a meeting in writing within 10 days of the alleged violation. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within two days of the meeting.
- 5.11 FORMAL LEVEL ONE: Within 10 days of the occurrence or of first knowledge of the occurrence of the alleged violation of the Agreement, or within 10 days of the Informal Level meeting, the grievant shall present the grievance in writing to the immediate supervisor.
- 5.11.1 The written grievance shall contain the following minimum information:
1. The grievant's name.
  2. The date of filing.
  3. The date of the alleged violation.
  4. The specific Article(s) or section(s) violated.
  5. A brief description of the alleged violation.
  6. A brief synopsis of the informal conference.
  7. The specific relief requested.
- 5.11.2 Grievances not containing the required information shall be rejected as being improperly filed.
- 5.11.3 The grievant may request a conference with the immediate supervisor. The conference shall be held within 10 days of the request.
- 5.11.4 Within 10 days of receipt of the grievance by the supervisor or within 10 days of the conference, if one is requested, a written decision shall be issued to the grievant.

1. If the supervisor does not respond within the time limit, the grievance is denied and the grievant may appeal to the next level.
- 5.12 **FORMAL LEVEL TWO:** In the event that the grievance is denied at Formal Level One, a written appeal to the Grizzly Board or designee shall be filed within 10 working days of the issuance of the written decision. If the written appeal is not filed within 10 working days, the appeal is automatically denied.
- 5.12.1 The appeal shall contain all materials utilized in the prior level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.
  - 5.12.2 No new information, statements, or charges, if known at an earlier level, may be introduced by the grievant in any appeal. The issue shall be determined on the basis of one, and only one, set of facts and allegations.
  - 5.12.3 The Grizzly Board or designee shall meet with the grievant within 10 days of the receipt of the appeal.
    1. The Grizzly Board or designee shall, within 10 days of the meeting, issue a written decision which shall be final and binding on the parties.
    2. Nothing contained herein shall deny an employee the right to seek judicial review.

**Article 6: PERSONNEL FILES**

- 6.1 Personnel Files: The official personnel file of each employee shall be maintained at the San Luis Obispo County Office of Education Personnel Office. The contents of the personnel file shall be kept in the strictest confidence pursuant to the appropriate provisions of the Government Code. Access to an employee's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the personnel administrator. Materials in the personnel file that may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or a representative designated in writing by the employee.
- 6.1.1 Ratings, reports, or records that were obtained prior to the employment of the employee, prepared by identified selection or evaluation committee members, obtained in connection with a promotional examination or otherwise excluded by law shall be excluded from review.
- 6.1.2 An employee may inspect the employee's personnel file upon request, provided that the inspection takes place during non-pupil contact time.
- 6.1.3 The administrative office shall keep a log indicating each person, excluding County Office personnel, who has examined a personnel file, as well as the date on which the file was examined. The log will be available for review by the employee or the employee's authorized representative (with written authorization).
- 6.2 Derogatory Material
- 6.2.1 Information of a derogatory nature, except information contained in an employee's evaluation and information excluded from review as provided above shall not be entered or filed in the personnel file unless and until the employee is given notice and the opportunity to review and comment thereon within ten (10) work days of receiving the derogatory information.
- 6.2.2 The employee shall be afforded the opportunity to meet with the administrator to review derogatory information prior to a determination of the propriety of placement in the personnel file. The review shall take place during normal business hours and the employee shall be released from duty, except during the employee's pupil contact time, for this purpose without salary reduction.
- 6.2.3 If the administrator determines that the derogatory information is false, inaccurate, or misleading, the information shall not be placed in the personnel file and if in written form, shall be destroyed. Derogatory information that is based upon an anonymous complaint may not be directed to the personnel file unless the administrator concludes that there is a factual basis for the complaint.

- 6.2.4 If the administrator determines that the derogatory information is to be placed in the personnel file, the employee shall have the opportunity to enter and have attached to any derogatory statement, the employee's comments thereon within 10 (ten) work days of notification of intent to place such information in the personnel file.

**Article 7. CLASS SIZE**

- 7.1 It is understood that class size is generally determined by the needs and parameters of Youth Programs. Typically, class size in the first three to four weeks of the program will be significantly larger than later in the program. The GCCS administrator will make every effort to keep class size to 40 or below. If the situation requires an adjustment above that number, teachers will be involved and included in the decision-making process.

**Article 8. ASSIGNMENTS, TRANSFERS, AND VACANCIES**

- 8.1 A “vacancy” is a position that the Board has determined to fill, including positions created by staff turnover, staff reconfiguration, program restructuring or student growth, and to which no current school site employee is assigned.
- 8.2 A “reassignment” is the movement of an employee from one subject area to another subject area.
- 8.3 Assignment Notification: Subject area assignments are done in a collaborative and shared decision making process. Should it be deemed necessary to change or modify the assignment, teachers affected will be notified by administration and an effort will be made to ensure agreement between the teacher and the administrator, with the needs of students and program requirements being of primary consideration. If agreement cannot be reached, the administrator shall assign the teacher/teachers.
- 8.4 Teachers must notify the administrator no later than May 1st of their decision not to return to GCCS. If no notification is received, it is expected that the teacher will be returning for the following academic year.

Posting Vacancies: Upon the administration’s determination that a vacancy exists or will exist for the following school cycle, the Association President shall post a notice of the position or positions in the school office. A copy of the Notice shall be sent to all certificated staff in the bargaining unit.

- 8.4.1 The subject area of the position.
  - 8.4.2 The teaching and/or service responsibilities of the position.
  - 8.4.3 The required credentials and qualifications for the position.
  - 8.4.4 Each Notice shall be posted for at least seven (7) calendar days.
  - 8.4.5 An assignment to a vacancy shall not be made until after the closing date on the posting.
  - 8.4.6 A list of known or anticipated vacant positions, and the criteria, for the following school year shall be sent via school mail or U.S. Mail to all teachers by May 15 of the current school year.
- 8.5 Filling Vacancies: An employee may apply to fill a vacancy for which the employee is credentialed and qualified. If an employee has a written reassignment request on file and the request is for the subject area covered by the Notice, the employee’s request shall be considered with any other applications. The administrator shall review each application received in light of the posted criteria.

- 8.5.1 If two or more employees apply for the same position and are equally credentialed and qualified by training and experience, the administrator will review the comparative and relevant training, credentials, visit the classrooms and observe each employee's instructional methods and styles if possible, and confer with each employee. The administrator will determine which employee is best qualified to fill the position.
- 8.5.2 If an employee is not selected for a vacant position for which the employee requested reassignment, upon written request, the employee shall be provided with the reasons.
- 8.6 Job Share Assignment: A Job Share will be considered by the administrator upon request.
  - 8.6.1 If approved, each employee shall be compensated at 50% of his or her appropriate placement on the Certificated Salary Schedule and shall be eligible for 50% of the GCCS's contribution toward the health benefits package and 50% of the annual allocation of sick leave days.
  - 8.6.2 A Job-Share employee shall be credited with 50% of a year's service toward advancement on the salary schedule for each complete year of a Job-Share assignment.
  - 8.6.3 If one of the Job-Share partners is unable to complete the assignment, the other shall be reverted to full-time status.
  - 8.6.4 Each Job-Share assignment shall be for a full school year.

**Article 9. SALARY AND HEATH, DENTAL, VISION, AND LIFE BENEFITS**

- 9.1 The Employer agrees to make a monthly contribution for the insurance options provided to SLOCOE certificated employees. The employer's total annual contribution shall be the same as those provided to SLOCOE certificated employees. Insurance options are decided by the SLOCOE Cost Containment Committee. Grizzly Education Association may select one member to participate as a non-voting member of the Cost Containment Committee.
- 9.2 For employees whose assigned workday is less than the normal workday but at least four hours (per SISC guidelines), the Employer shall prorate its contribution for fringe benefits based upon the ratio of the employee's workday to a regular seven hour workday.
- 9.3 No in-lieu payments or contributions to programs other than those which the Employer provides above shall be made by the Employer for any employees who elect not to subscribe to the benefits provided by this Article.
- 9.4 The current salary schedule shall be attached to the Agreement as Appendix A. Effective July 1, 2016, the bargaining unit salary schedule (including all steps, columns, ranges, etc.) shall be increased by 2.5%.  
  
Effective July 1, 2017, the bargaining unit salary schedule (including all steps, columns, ranges, etc.) shall be increased by 1%.
- 9.5 A \$1,400 annual stipend will be provided to the teacher performing the duties of Student Council advisor.

**Article 10. WORK HOURS AND TEACHING CONDITIONS**

- 10.1 The work year for employees is 213 days.
- 10.1.1 The instructional calendar is determined by the needs of the ChalleNge Program. Teacher input will be sought and taken into consideration as the instructional calendar is developed. The administrators and teachers will work collaboratively in the development process of the instructional calendar.
- 10.1.2 If an instructional day is cancelled due to a school closure, the employee shall be compensated as a day worked.
- 10.2 Work Day: The length of the regular workday for full-time regular teachers covered by this Agreement shall be seven hours. There shall be an uninterrupted lunch of 30 minutes, which is not included in the workday.
- 10.2.1 In addition to assigned teaching duties, employees shall perform related instructional and professional duties, some of which occur outside of scheduled instructional hours. Duties include, but are not limited to planning, selecting and preparing materials for instruction; receiving and evaluating work of students; conferring and counseling with students, parents, fellow staff, and administrators; keeping records; cooperating in parent and community activities; directing instructional assistants; attending faculty meetings; providing advice and service to the administration; participating in approved professional activities related to the teaching assignment; studying current literature to keep abreast of developments within the profession; and participating in staff development activities.
- 10.3 A mid-day staff meetings will be scheduled once per week. A schedule will be submitted to staff by administration by the end of each Pre-Challenge. Meetings cancelled due to unforeseen circumstances will be rescheduled after administration receives input from the staff. Except for the mid-day staff meetings referenced above, each unit member shall have a scheduled duty-free lunch period on each day of student attendance. The student lunch period is not considered teacher prep time and no classes will be scheduled during that time.
- 10.4 It is recognized that teachers perform many professional duties outside the seven-hour day. Duties such as IEP meetings, committee participation, staff meetings, and field trips significantly extend the teaching day past seven hours. Acknowledging this commitment and service, teachers will have latitude and flexibility in the use of non-instructional time. By notifying the site Administrator, the teacher may take non-instructional time for personal convenience. This flexibility is not intended to change the duty day hours on a regular basis, or to be used when professional duties are scheduled during non-instructional time.

- 10.5 On days that field trip extends more than 30 minutes beyond a seven-hour certificated work day, it will be considered an extended work day. When extended work day minutes cumulatively add up to 2.5 hours, a minimum work day (off at 12:30 pm) will be scheduled collaboratively among the Principal, CTA representative, and the National Guard.
- 10.6 If implementation of an accommodation in teaching conditions for a qualified bargaining unit member would adversely affect any right or rights of another bargaining unit member pursuant to this agreement, the administration and the Board will notify the Association. The Exclusive Representative must make a written demand to bargain the effect within ten (10) days of the notice or the right of the Exclusive Representative to meet and negotiate shall be waived. The administration and the Board agree that it will meet and negotiate a mutually acceptable time following receipt of the written demand.

## Article 11. LEAVE OF ABSENCE

11.1 The Board provides employees with the following paid leave of absence:

11.1.1 Regular sick leave: Twelve (12) days per school year for illness (including pregnancy) with unlimited accumulation. The administration shall provide each employee with an accounting of the number of sick days to which the employee is entitled for the current school year. Ten (10) of the twelve (12) days are available to use for personal necessity. Personal necessity is not accumulated from year to year. Whenever possible, employees should request this personal necessity leave in advance to allow for adequate planning for coverage of duties.

11.1.2 Extended Sick Leave: If the employee has exhausted all available sick leave, the employee shall be entitled to an additional period of five school months extended sick leave/differential pay (See Ed. Code 44977).

11.1.3 It is of mutual interest that Personal Necessity Leave provides employees the opportunity to address circumstances which are serious in nature, cannot be expected to be disregarded, necessitate immediate attention, and cannot be dealt with outside the work day. It is further recognized that employees can, and will, be trusted to use personal integrity in determining the need for such leave. Finally, it is recognized that children learn best when their regular teacher is present in the classroom.

1. Up to ten days of sick leave may be used as Personal Necessity Leave per year. Personal Necessity Leave does not accumulate from year to year.
2. Whenever possible, employees must request this leave three (3) working days in advance to allow for adequate planning for coverage of duties.
3. The employer will not require employees to declare the specific reason of the use of this leave, unless the request is less than three (3) working days notice. The employee will request leave via the absence management system indicating that the leave is a personal necessity.
4. Personal Necessity Leave shall be used for the purposes stated in 11.1.3 above and shall not be used for association business, personal gain, or recreational purposes.

11.1.4 Industrial Accident and Illness Leave: Up to sixty (60) work days per occurrence, subject to the SISC Workers' Compensation Program.

11.1.5 Bereavement Leave: Three (3) days with pay (or five (5) days if one-way travel of more than 250 miles is required) due to the death of a member of the employee's immediate family. For the purposes of this Article, a member of the immediate

family shall be defined as: mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the significant other who resides in the home of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, sister, sister-in-law, stepbrother, or stepsister of the employee or any relative of the employee living in the immediate household of the employee.

11.1.6 Court Leave: The actual time during the school year that is required for regular jury service or to appear as a witness (not a litigant) under a subpoena. Any juror compensation or witness fees (less expenses) shall be endorsed over to the GCCS in order that the employee may be retained in full-pay status for the term of leave.

11.1.7 Personal Business Leave: One (1) day per year for personal business to be charged to sick leave.

11.2 GENERAL LEAVE: An employee may apply for a leave of absence on an unpaid basis for up to one year. The application may include a request for consideration of a two-year program. Letters of application are due to the Employer by May 1. A scheduled conference with the chief administrative agent shall be held unless there are unforeseeable circumstances. The Employer may, at its discretion, grant an unpaid leave to an employee for one year and issue intent to renew for a second year to allow for a two-year program. At the conclusion of the first year, the additional year may be granted. The length of the leave, including beginning and ending dates, shall be mutually agreed upon by the employee and the Employer. Upon request, the Employer may extend the leave beyond one year. No more than two employees will be granted leaves in a given school year. Employee may participate in the Health and Welfare Benefit Program provided for in the Agreement through self pay by the employee of the entire premium, otherwise no Health and Welfare Benefit Program is offered to employees while on an unpaid leave of absence.

### 11.3 CATASTROPHIC LEAVE

11.3.1 Eligibility. A probationary or permanent (temporary employees are not eligible) employee who suffers from a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (more than ten days), or who is required to take time off from work to provide care for an immediate family member who suffers from a catastrophic injury or illness, shall be eligible to receive Catastrophic Leave donations from other unit members subject to the restrictions and conditions outlined below:

1. Before using donated sick leave, the employee must have exhausted all accrued sick leave.
2. The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.

3. The maximum amount of donated leave shall not exceed five school months.

11.3.2 Requests for Sick Leave Donation: Catastrophic Leave will commence on the same day that the differential sick leave pay calendar begins. The employee will receive full pay, and the employee's differential pay rights will run concurrently with the Catastrophic Leave. An employee who meets the eligibility requirements for Catastrophic Leave may request donation of sick leave from other unit members by submitting a "Catastrophic Leave Request for Donation Form" to the Personnel Department. The request shall clearly specify the circumstances of the catastrophe and the amount of sick leave requested. Appropriate written verification by the treating physician of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

1. A committee consisting of two Employer representatives and two representatives appointed by the Association shall be established each fiscal year. One member shall serve as recorder. Minutes shall be kept. The committee shall consider all requests for sick leave donation. The committee may grant, partially grant, or reject a request. All deliberations are confidential and the decisions to grant or deny requests shall require mutual agreement. The decision of the committee is final and not grievable. A written copy of the committee's decision shall be provided to the requesting employee, to the Association, and to the Personnel Department so that the sick leave can be transferred from the unit member donors to the member's account, if necessary.
2. Requesting employees should apply for donated sick leave prior to exhausting regular sick leave. At no time shall donated sick leave be applied to a pay period that has been closed and for which a pay warrant was issued.
3. Donated sick leave shall be established in an individual account for the recipient and will be utilized in a sequence that will use one day from each donor before utilizing the second day from each donor. Unused sick leave will be returned to the donor(s).
4. An employee who uses a donated sick leave day shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.
5. An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation.

6. Catastrophic Leave will commence on the same day that the differential sick leave pay calendar begins. The employee will receive full pay, and the employee's differential pay rights will run concurrently with the Catastrophic Leave.

#### 11.3.3 Donations for Catastrophic Leave

1. Donated sick leave may not be used for industrial illness or injury accident.
2. Donations to the unit member will be made in one day increments.
3. Unit members may only donate five (5) days per school year.
4. A sick leave donor may not donate sick leave that would cause his/her personal accrued sick leave to fall below (10) days.
5. The donor list shall be confidential.

#### 11.4 Family Care and Medical Leave

11.4.1 The GCCS shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code 12945.2). In meeting such statutory obligations, the GCCS will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article.

11.4.2 Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements. Provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one year of the birth or placement. Also, in these circumstances, if both spouses are employed by the GCCS, the combined total Family Care and Medical Leave shall be limited to 12 weeks.

- 11.4.3 For the purposes of this section (only), the references to “child” in item 2. Above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependant child (one who is incapable of self-care because of mental or physical disability) for whom the employee has primary caregiving responsibility, and the reference to “parent” includes biological, foster or adoptive parent, or any other person who had primary caregiving responsibility for the employee when the employee was a child.
- 11.4.4 The employee must have been employed by the GCCS at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
- 11.4.5 The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of the GCCS’s operations, and shall give the GCCS at least 30 days’ advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two business days of learning of the need. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.
- 11.4.6 The GCCS may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probably duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The GCCS may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of Family and Medical Leave. If the GCCS doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the GCCS, at the GCCS’s expense. If the two opinions conflict, the GCCS may require a third opinion from a health care provider mutually agreed upon by the GCCS and the employee. The third opinion shall be final and binding on the GCCS and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.
- 11.4.7 To the extent required by applicable laws, employees returning from a Family and Medical Leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.

- 11.4.8 Subject to the above-mentioned “credit” provisions of paragraph 2 above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
  
- 11.4.9 If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for Family and Medical Leave, then the GCCS may recover health insurance premiums paid pursuant to the above leave provisions.
  
- 11.4.10 Any employee on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for GCCS coverage.

**Article 12. EVALUATION OF CERTIFICATED EMPLOYEES**

- 12.1 These provisions constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of certificated employees.
- 12.1.1 The evaluations shall relate to:
- a. The progress of pupils toward the established standards of expected student achievement.
  - b. The instructional techniques and strategies used by the employee.
  - c. The employee's adherence to curricular objectives.
  - d. The performance of non-instructional duties and responsibilities as set forth on adopted evaluation forms.
  - e. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibility.
  - f. Compliance with the Employer's rules, regulations, and policies and applicable state and federal laws and regulations.
- 12.1.2 It is the responsibility of the San Luis Obispo County Superintendent acting as the chief administrative agent or designee to evaluate or provide for the evaluation of each certificated employee.
- 12.1.3 Evaluation and assessment of certificated employees' competence, pursuant to this article, shall not include the use of publishers' norms established by standardized tests.
- 12.1.4 See attached (Appendix C).
- 12.1.5 In the written evaluation, the evaluator shall cite specific qualities, abilities, or deficiencies.
- 12.1.5.1 Any statement concerning instructional competency by another GCCS Administrator shall be submitted in writing and shall be verified by the evaluator prior to inclusion in the written evaluation.
  - 12.1.5.2 The evaluation conference shall be conducted during non-student contact time unless appropriate supervision is provided.

- 12.1.5.3 Following the evaluation conference, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The employee's signature does not necessarily signify agreement with the evaluation.
- 12.1.5.4 The employee may prepare and submit a written response to the written evaluation within 10 workdays of the review.
- 12.1.5.5 Following the 10-day response period, the evaluation and response, if any, shall be placed in the employee's personnel file.
- 12.1.5.6 If deficiencies are noted, the evaluator may provide, or the employee may request, further continued periodic observations and conferences.
- 12.1.5.7 If subsequent remedial actions on the part of the employee sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation. Other GCCS administrative personnel may be requested as part of the remediation.
- 12.1.6 All final written formal evaluations are to take place no later than 30 days before the end of the school year of the then current school year. An unsatisfactory evaluation will serve notice that employment for the evaluated employee will terminate at June 30 of the then current school year. Any teacher not meeting GCCS evaluation standards will be notified by March 15 of the current school year that they will not be employed at GCCS for the following school year.
- 12.1.7 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or Employer, nor shall it contest the judgment of the evaluator; any grievance shall be limited to a claim that the process and procedures of this Article have been violated.
- 12.1.8 Eligible certificated employees will be evaluated at least every five years for personnel who have been employed at least ten years with the GCCS, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. (Education Code 44664)

### **Article 13. DISCIPLINE AND DISMISSAL**

#### 13.1 Just Cause/Due Process

The GCCS may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Discipline shall not include suspensions for more than fifteen (15) working days.

#### 13.2 Progressive Discipline

13.2.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the GCCS to directly impose a written warning, written reprimand, or suspension without pay.

##### 13.2.1.1 Verbal Counseling/Warning

The GCCS shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. A post-conference summary memorandum will not be placed in the unit member's personnel file.

##### 13.2.1.2 Written Warning

Subject to 13.2.1.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's personnel file.

##### 13.2.1.3 Written Reprimand

Subject to 13.2.1.2 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file along with documentation of any existing post conference summary memorandum of the verbal counseling and the written warning, including any responses by the unit member.

##### 13.2.1.4 Suspension Without Pay

Subject to 13.2.1.3 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

13.3 Notice of Suspension

Notice of Suspension will be made in writing and served in person or by certified mail upon the unit member by the chief administrative agent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

13.3.1 A statement of the specific acts or omissions upon which the action is based.

13.3.2 A statement of the cause(s) for which action is recommended;

13.3.3 Where applicable, the GCCS section, policy, rule regulation, or directive violated;

13.3.4 Penalty proposed and effective date;

13.3.5 Copies of the documentary evidence upon which the recommendations are based;

13.3.6 A statement of the unit member's right to challenge the proposed action before the GCCS's Board or designee by requesting a hearing pursuant to procedures.

13.3.7. Challenging Suspension and Dismissal: In the event that the unit member wishes to challenge a suspension or dismissal, a written appeal to the GCCS's Board or designee shall be filed within 10 working days of the issuance of the written decision. If the written appeal is not filed within 10 working days, the appeal is automatically denied.

1. The appeal shall contain all materials utilized in the suspension notice (13.3.1 - 13.3.5), including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.
2. No new information, statements, or charges, if known at an earlier level, may be introduced by the suspended employee in any appeal. The issue shall be determined on the basis of one, and only one, set of facts and allegations.
3. The GCCS's Board or designated representative shall meet with the employee within 10 working days of the receipt of the appeal.
4. The GCCS's Board or designee shall, within 10 working days of the meeting, issue a written decision, which shall be final and binding on the parties.
5. Nothing contained herein shall deny an employee the right to seek judicial review.

13.4 For cases involving discipline short of suspension, and where full progressive discipline is being utilized, the responsible administrator may impose discipline. If, in the view of the

**AGREEMENT BETWEEN THE GRIZZLY CHALLENGE CHARTER SCHOOL BOARD OF DIRECTORS  
AND GRIZZLY EDUCATION ASSOCIATION, CTA/NEA  
July 1, 2015 – June 30, 2018**

responsible administrator, the nature of the offense justifies omitting one or more step(s) of

progressive discipline, or if the proposed penalty is a suspension without pay, there shall be no discipline imposed until the responsible administrator has reviewed the matter with the Director of Personnel of the San Luis Obispo County Office of Education or designee and until the unit member (and unit member's representative, if requested) has been given the opportunity to be heard by the Director of Personnel of the San Luis Obispo County Office of Education or designee. However, in an emergency situation demanding prompt action an immediate suspension may be imposed with the administrative review to occur as soon as possible thereafter.

**13.5 Administrative Leave**

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth in 13.3.1 will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

**13.6 Confidentiality**

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

**13.7 Dismissal**

When corrective means of discipline contained in Article 13 of this Agreement have been exhausted, and in the opinion of the administrative team (consisting of the Area Administrator of the GCCS, Personnel Director of the San Luis Obispo County Office of Education, and chief administrative agent or designee) when further discipline will not lead to correction, the employee may be dismissed. Dismissal may take place at any time during the disciplinary cycle and will be effective immediately. A one-month salary payout will be issued upon a termination notice. The unit member may appeal the dismissal to the Board at a Board meeting in closed session. A written decision of the Board will be given to the appellant and the Association President within 10 working days of the Board meeting or such time a decision is made.

**Article 14. SAFETY AND GENERAL WORKING CONDITIONS**

- 14.1 Safety Considerations: The administration shall not require the employee to work under unsafe conditions or to perform tasks that endanger their health and safety. Upon receipt of a written report regarding an unsafe, hazardous, unhealthy, or potentially dangerous condition, the administration shall investigate the report, and within ten (10) work days communicate the findings to the employee how the findings will be addressed.
- 14.2 Assault/Threat Against an Employee: When an assault or threat of an assault against an employee has been reported to the administration, the administration shall report the incident to the proper law enforcement agency.
- 14.3 Liability Coverage: Employees shall have the same protection from liability and access to appropriate defense as other public school employees, pursuant to Division 3.6 (commencing with Section 810) of the Government Code.
- 14.4 Student Control and Discipline:
  - 14.4.1 A student may be suspended from an employee's class for the day of the suspension and the following day upon consultation with a GCCS administrator or administrative identified designee.
  - 14.4.2 Most students enrolled at GCCS have engaged in conduct that is grounds for suspension or expulsion in their home school districts. Teachers need to be aware of this fact and review student files accordingly.

### Article 15. CONCLUSION

- 15.1 This agreement represents complete collective bargaining and full agreement by and between the Board and the Association with respect to wages, hours of employment, and all other terms and conditions of employment, which shall prevail during the term or terms hereof. This agreement expresses the entire understanding between the parties and supersedes any and all previous agreements between them, written and oral. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the duration of this Agreement.
- 15.2 Except as specifically provided elsewhere in this Agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters may have been proposed and later withdrawn. The foregoing notwithstanding, the parties shall meet and negotiate during the term hereof as required by the express provisions of other articles of this Agreement, and may meet and negotiate on other matters if they mutually desire to do so.
- 15.3 The Board agrees that it will not change any “terms and conditions of employment” (including those contained in Board policy) as defined in the Act during the term of the Agreement.
- 15.4 In the event that any provision or provisions of this Agreement are found to be contrary to law by a court of competent jurisdiction, such provision or provisions of this Agreement shall be severed from this Agreement, but all other provisions of this Agreement shall continue in full force and effect.
- 15.5 The provisions of this Agreement shall prevail over any past practice or procedure. Where a Board policy, published administrative directive, rule, or procedure covers the same subject area as the terms of this Agreement, the specific provisions of this Agreement shall supersede the policy, directive, rule, or procedure and the policy directive, rule, or procedure shall not be applicable to employees.
- 15.6 This Agreement shall be in full force and effect from the date of final ratification by the parties hereto. This Agreement shall remain in full force and effect beyond the expiration date from day-to-day until such time as a new or modified agreement is ratified and approved by the parties. The parties have agreed to extend this Agreement for the period of July 1, 2015 to June 30, 2018. The contract will have annual reopeners for article IX – **Salary** and Health, Dental, Vision, and Life Benefits plus two (2) additional articles each from the Grizzly Challenge Charter School Board of Directors and the Grizzly Education Association beginning with the July 1, 2017 contract year.

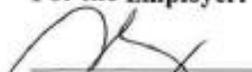


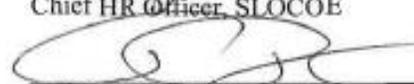
*Providing A Second Chance for At-Risk Youth*

Camp San Luis Obispo • P.O. Box 3209 San Luis Obispo CA 93403-3209 • 1-805-782-6882 • Fax 805 594-6296

**RECOMMENDED FOR RATIFICATION**

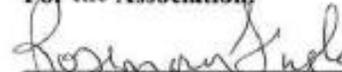
**For the Employer:**

  
\_\_\_\_\_  
THOMAS E. ALVAREZ  
Chief HR Officer, SLOCOE  
Date 4/20/16

  
\_\_\_\_\_  
PAUL PIETTE, Principal  
Grizzly Challenge Charter School  
Date 4/20/16

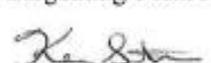
  
\_\_\_\_\_  
D.J. PITTENGER  
Assistant Superintendent, Student Services  
San Luis Obispo County Office of Education  
Date 4/20/16

**For the Association:**

  
\_\_\_\_\_  
ROSEMARY FUGLE  
President, Grizzly Education Association  
Date 4/20/16

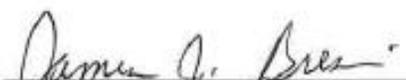
  
\_\_\_\_\_  
AMANDA HARRISON  
Bargaining Chair  
Date 4/20/16

  
\_\_\_\_\_  
ASHLI KESSINGER  
Bargaining Team Member  
Date 4/20/16

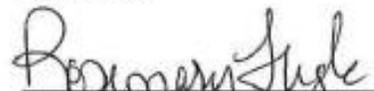
  
\_\_\_\_\_  
KEN STEVENS  
Chapter Services Consultant  
California Teachers Association  
Date 4/20/16

**ACCEPTED AND RATIFIED**

**GRIZZLY CHALLENGE CHARTER  
SCHOOL BOARD**

  
\_\_\_\_\_  
JAMES J. BRESCIA, Chairperson  
Date 5/18/16

**GRIZZLY EDUCATION ASSOCIATION  
CTA/NEA**

  
\_\_\_\_\_  
ROSEMARY FUGLE, President  
Date 5/17/16

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APPENDIX

- A SALARY SCHEDULE
- B EVALUATION FORMS

## APPENDIX A

### Grizzly Challenge Charter School Salary Schedule for Teacher and Counselors

Effective July 1, 2017

#### Annual Salary

Step 1	\$64,394
Step 2	\$68,258
Step 3	\$72,353
Step 4	\$76,695
Step 5	\$81,298
Step 6	\$86,175
Step 7	\$91,345
Step 8	\$96,826
Step 9	\$97,793
Step 10	\$98,770
Step 11	\$99,758
Step 12	\$100,755
Step 13	\$101,763
Step 14	\$102,781
Step 15	\$103,808
Step 16	\$104,845
Step 17	\$105,893
Step 18	\$106,953

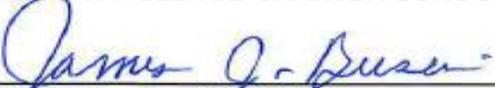
Annual salary is based on 213 days, 7 hours per day.

Fully credentialed teachers with significant at-risk experience may be placed on step two or step three upon hire at the discretion of administration.

A stipend of \$1,400 is provided to the teacher performing the duties of Student Council Advisor.  
A stipend of \$1,400 is provided to the teacher performing the duties of Technology Teacher Advisor.

State Teachers Retirement System: All eligible employees of the charter school who qualify for membership in the system shall be covered by the system. (Education Code 47610)

**GRIZZLY CHALLENGE CHARTER SCHOOL BOARD OF DIRECTORS:**

  
\_\_\_\_\_  
Dr. James Brescia, Grizzly Board Chairperson

  
\_\_\_\_\_  
Date