

AGREEMENT BETWEEN
PALERMO UNION ELEMENTARY SCHOOL DISTRICT
AND
PALERMO TEACHERS' ASSOCIATION

Effective July 1, 2021, Expires June 30, 2024

[unless specific provisions state otherwise]

Adopted 8/1/21
PTA 3/3/22

TABLE OF CONTENTS

ARTICLE	TOPIC	PAGE
I	Agreement and Effect	1-1
II	Recognition	2-1
III	Negotiations and Procedure	3-1
IV	Savings	4-1
V	Employee Safety	5-1
VI	Hours/Adjunct Duties	6-1
VII	Parent/Guardian Complaint Procedure	7-1
VIII	Certificated Employee Evaluation	8-1
IX	Assignments, Reassignments, and Transfers	9-1
X	Association Rights	10-1
XI	Payroll Deductions	11-1
XII	Grievance Procedure	12-1
XIII	Leaves of Absence	13-1
XIV	Compensation (Salaries, Health and Welfare Benefits, and Induction)	14-1
XV	Discipline Less Than Dismissal	15-1
XVI	Non-Discrimination	16-1
XVII	Lottery Funds	17-1
XVIII	Consultation	18-1
XIX	Service Credit	19-1
XX	Peer Assistance and Review (PAR) Program	20-1
XXI	Child Development Programs (Preschool and Children's Center)	21-1
XXII	Duration of Agreement	22-1

*Amended 8/1/21
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ATTACHMENT	TOPIC	PAGE
A	Salary Schedules	A-1
B	Evaluation Forms	B-1
C	Salary Schedules for Child Development Programs	C-1
D	Personal Necessity Leave Form	D-1
E	Stipend Schedule	E-1
F	MOU AB 119 – New Unit Member Basic Orientation	F-1

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ARTICLE I

AGREEMENT AND EFFECT

- A. This Agreement is between the Governing Board of Palermo Union Elementary School District ("District") and Palermo Teachers' Association ("Association"), CTA/NEA, an employee organization.
- B. This Agreement is entered into pursuant to the Educational Employment Relations Act, sections 3540-3549 of the California Government Code.
- C. This Agreement shall remain in full force and effect from July 1, 2018, until June 30, 2021, unless otherwise stated herein.
- D. The District encourages ongoing and frequent informal communications between the Superintendent and any members of the bargaining unit.

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ARTICLE II

RECOGNITION

- A. The Board recognizes Palermo Teachers Association/CTA/NEA as the exclusive representative for all certificated employees excluding: Management, confidential, psychologists, and supervisory employees.
- B. The Board also recognizes Palermo Teachers Association as the exclusive representative of teacher interns; provided, however, the articles in this Agreement on (1) assignment, reassignment, and transfer, (2) evaluations, and (3) discipline less than dismissal shall not apply to teacher interns, and those areas of employment activity as to teacher interns are reserved exclusively to the District.
- C. Effective July 1, 2000, the Board recognizes Palermo Teachers Association as the exclusive representative of permit employees in the District's Child Development Programs, including the Preschool and Children's Center Programs. Article XXI is added to this Agreement to reflect negotiated provisions applicable only to such employees.

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ARTICLE III

NEGOTIATIONS PROCEDURE

- A. Not later than October 1st of the calendar year in which this Agreement expires, the parties shall meet and initiate negotiations in good faith on negotiable items subject to the completion of the law's public notice requirements.
- B. Any final Agreement reached between the parties shall be reduced to writing and signed by them.

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ARTICLE IV

SAVINGS

- A. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or modified state or federal legislation such provision or application will be deemed invalid to the extent required by such court decision or legislation. All other provisions or applications shall continue in full force and effect. In such event, the employer and the Association shall, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.

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ARTICLE V

EMPLOYEE SAFETY

- A. Employees will report employee health and/or safety hazards to the appropriate administrator.
- B. The District will make every effort to correct any and all health or safety hazards to insure the health and safety of its employees.
- C. The administration and certificated staff have mutual responsibility for responding to student misconduct on campus. The District shall provide appropriate discipline, within the scope of applicable laws and Board policies, to a student who threatens a teacher on school premises. This discipline shall take place by the student's next attendance day after a teacher has reported the threat by the student to the site principal or designee and the District's investigation reveals that the report is accurate.

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ARTICLE VI

HOURS/ADJUNCT DUTIES

A. Length of Workday

1. The workday for unit members covered by this Agreement shall be seven hours on campus, including a thirty minute duty-free lunch period. The daily schedule for starting and closing times will vary according to the students' required instructional time at the various grade levels. The daily schedule will be determined by the Superintendent after consultation with the site principals. Once the daily schedules are determined, the certificated staff's hours at the various sites will be determined by adding 30 minutes to the beginning of the daily schedule. The ending time for the certificated staff shall be determined by the site principal with the approval of the Superintendent. Specialists (music, reading, Chapter 1, etc.) shall have the same workday as the teachers at the level to which they are assigned. Every attempt will be made by the site principal to accommodate staff members with special needs with regard to starting and closing times.
2. There shall be three hours of non-student time each year that shall be allotted for the completion of teacher-related duties as determined by the teacher such as end of the year cumulative records updates, report cards, parent-teacher conferences, etc. These shall be performed at the school site. The three hours shall be taken from the last two Fridays in the student attendance year, unless Friday is the last student attendance day in which case the two preceding Fridays shall be the days from which the three hours are taken (minimum days). On the Fridays immediately preceding the distribution of the three trimester Progress Reports and the Report Cards for trimesters one and two, the grade level collaboration meeting will be cancelled and the time will be used by teachers to prepare these reports. This work will be performed at the school site. District and site meetings will not be scheduled on these established days.
3. The Student Instructional Day is defined as follows:
 - a. For Grades K-6:

Grades K-3 will have a minimum of 51,810 minutes of instruction per year (an average of 288 minutes per day); and grades 4-6 will have a minimum of 55,000 minutes of instruction per year (an average of 306 minutes per day) excluding lunch and recesses.
 - b. For Grades 7-8:

Grades 7-8 will have a minimum of 56,730 minutes of instruction per year (an average of 315 minutes per day) excluding lunch.
 - c. Specialist (Music, Reading, Chapter 1) shall have the same student instruction day as the teachers at the level to which they are assigned.

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B. Planning/Preparation Period

1. Bargaining unit members in grades 6-8 will have a daily preparation/ planning period equivalent in length to a student instructional period.
2. Substituting During The Preparation Period:

In grades 6-8, the District may use teachers on a voluntary basis as substitutes during a preparation period. If no one volunteers, the principal may make an assignment.

- a. Compensation will be a "release" day given for each seven periods substituted in a given month or payment at the teacher's hourly rate. Teachers shall accrue time for payment at the rate of one hour for each preparation period a teacher substitutes. Teacher claims for payment shall be paid on the "variable payroll". Teachers shall submit claims for payment by the 25th of each month in which pay has been earned and time has not been taken as a release day within that month.
 - b. A request for release time must be submitted to the principal in writing at least ten workdays prior to the proposed release date, with approval or disapproval by the principal at least six workdays prior to the requested date. With the approval of the principal, the deadline for submitting a request may be waived.
 - c. The District will attempt to cover any full-day absences with full substitutes prior to using period by period replacements.
3. Preparation/Planning Period Committee:

Within 90 calendar days from the beginning of each school year; at the request of a teacher assigned to the site; a site based meeting will be held to investigate methods of providing preparation time for teachers..

C. Adjunct Duties

1. Teachers will be available after dismissal time for students' needs, advising of students, parent conferences and/or appointments.

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2. The District and the Association recognize that the varying nature of an employee's day-to-day professional responsibilities does not lend itself solely to a workday of rigidly established length. In addition to performing duties as assigned during the regular work day, employees may be required to perform other duties, many of which shall occur outside of the regular employee work day but are still related to the assigned duties. Such duties include, but are not limited to, planning and selecting and preparing materials for instruction; evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; attending faculty and grade level meetings; participating in staff development programs and other professional activities relating to the employee's assignment; and studying current literature to keep abreast of developments within the subject matter taught by the employees. All teachers are expected to attend the following events:

Back to School Night
Open House
Parent Conference Week
Site and District Staff Meetings

Teachers will perform and share equitably such extracurricular bus and recess duties and any other duties as defined in the Education Code. It will be the assigned teacher's responsibility to notify the site administrator of a teacher-initiated trade in duties.

D. Participation On Committees

1. Employee participation on District and site committees shall be on a voluntary basis unless there are no volunteers in which case the Superintendent or site principal may appoint employees to serve after consultation with the Association President.
2. If a District or site committee meets during normal work hours of the employee at the site, employees on the committee shall be released from regular duties during the committee meeting time without loss of pay or benefits.

E. Length Of Work Year

1. The student year shall contain 180 days of instruction.
2. The teacher work year shall be 183 days. There will be two non-instructional workdays at the beginning of each school year. On one of those two days there shall be no district-or-site-assigned group meeting. A third workday shall occur after the last day of student instruction.
3. The work calendar for each school year shall be negotiated and agreed upon by the Superintendent and a committee of Association members prior to the end of April in the preceding school year.

- F. Staff Development Days: Teachers may work up to the number of hours funded by the State for the purposes of professional development at District-approved workshops.

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1. This time shall be remunerated off the salary schedule in seven-hour increments, at each participating teacher's daily rate. A teacher must be in attendance for the full seven hours to receive any remuneration for the day. The District shall require documentation of attendance. Teachers shall submit signed forms for remuneration upon completion.
2. These days are voluntary, and this section on staff development days shall sunset if the State eliminates or reduces funding.

G. Participation on Committees

1. Employee participation on District committees shall be on a voluntary basis, unless there are no volunteers in which case the Superintendent may, after consultation with the Association President, appoint employees to serve.
2. If a District committee meets during normal work hours of the employee at the site, employees on the committee shall be released from regular duties during the committee meeting time without loss of pay or benefits.

H. Independent Study Assignment

1. The District reserves the right in any year to make the independent study assignment a regular school assignment, and in such event the stipend for such assignment as an extra-duty assignment would not be paid.

I. Class Loads

1. The district agrees it is a priority to keep class sizes – i.e. class loads, as low as possible within the context of budgeted resources and site plans. It is expected that site plans will be the product of the “inform and involve” decision making process to ensure that all staff have been given the opportunity to be aware and to give input into the decisions that affect class loads.
2. Subsequent to implementation of site plans affecting class loads, a teacher may request a staff meeting be convened to review class loads.

J. Paraprofessional Support

In 2006, the District and PTA entered into a side agreement to create a full day Kindergarten program. Past practice was established to provide each kindergarten classroom 97 minutes of instructional assistance, and in order to further support students' transition into the kindergarten environment the District also agreed to provide an additional adult in each kindergarten classroom for the first two weeks of each school year by employing certificated substitute teachers. The Parties agree to change past practice to provide the following:

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1. Due to the unique needs of TK/K students, the Parties agree that it is a priority to provide paraprofessional support in these classrooms on a daily basis. The District will make a good faith effort to provide approximately 90 minutes of paraprofessional support to students in all TK/K classrooms on each instructional day. The purpose of the additional support is to increase the number of adults in the classroom who can provide direct instructional support will be dependent upon its ability to hire qualified staff for the positions required to provide this level of support.
2. The District will also make a good faith effort to provide additional certificated support in all TK/K classrooms during the first two weeks of instruction in each school year. This support will be provided by certificated substitutes. The District's ability to provide this level of additional support will be dependent upon its ability to recruit qualified substitute teachers.

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ARTICLE VII

PARENT/GUARDIAN COMPLAINT PROCEDURE

A. Complaints

1. Except in unusual circumstances, complaints concerning employees should be made directly by the complainant to the person against whom the complaint is lodged. If the complaint is not resolved at this level, the complainant may elect to put the complaint in writing and direct it to the employee's administrative supervisor, or principal. If the complaint, after review by the supervisor, remains unresolved, the supervisor shall refer the written complaint, together with the supervisor's report and analysis of the situation, to the Superintendent or his/her designee. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed session before the Governing Board on the complaint.
2. Every effort should be made to resolve the complaint at the earliest possible stage.
3. Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint. Dropping of the complaint, however, shall not prevent the administration from investigating the complaint.
4. The employee will be notified of the written complaint within five workdays after it is received.

B. Governing Board

1. No open or closed session on a complaint will be held by the Governing Board until the Board has received and considered the Superintendent's report concerning the complaint.
2. If a complainant requests to meet with the Board, the employee(s) complained about shall be notified and shall be entitled to attend the session and respond to any allegations in that session.

C. Miscellaneous

1. No record of any complaint shall be kept by the District if an investigation by the District shows that the complaint was mistaken or false, or the District believes that no record should be maintained.

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ARTICLE VIII

CERTIFICATED EMPLOYEE EVALUATION

The primary purpose of evaluation is improvement of performance. Each employee will be evaluated in compliance with the mandatory evaluation provisions contained in the Education Code.

A. Areas Of Evaluation

The District shall evaluate and assess bargaining unit employee performance as it reasonably relates to:

1. The progress of students toward the Governing Board's established standards of expected student achievement.
2. The employee's establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
3. The employee's adherence to curricular objectives.
4. The instructional techniques and strategies used by the employee.
5. The performance of such non-instructional duties and responsibilities, including but not limited to supervisory and advisory duties.

Non-instructional employees shall be evaluated on the fulfillment of duties as defined in their job descriptions. Upon request, employees will be provided a copy of their job descriptions.

B. Frequency Of Evaluation

1. Probationary And Temporary Employees

Each probationary and/or temporary bargaining unit employee shall be evaluated at least once a year.

2. Permanent Employees

- a. Each permanent employee shall be evaluated at least once every other school year from years three through six.
- b. Beginning in the seventh year of employment in the district, permanent employees rated as "Meeting Standards" or "Progress Evident" in their previous evaluation shall be evaluated at least once every five school years.
- c. Permanent employees given a rating of unsatisfactory or "progress towards standards not evident" in any category on the Formal Evaluation Summary shall be evaluated at least once each school year until a proficient or higher rating is received or until separation from employment.

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- d. Extra evaluation may be initiated in any year at the discretion of the District.

C. Notice To Employees

On or about October 1st of the year in which the evaluation is to take place, the District shall give employees the identity of their evaluator, a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, and the Governing Board's established standards of expected student achievement at each grade level in each area of study (1998/99: Reading and Math; in subsequent years: Science and Social Studies, etc.). In addition, the District shall give each probationary employee the name of an experienced person who will provide assistance to the probationary employee. Teachers who do not teach the subjects with District-adopted grade level standards will be evaluated in subject areas taught and the K-8 CORE Curriculum adopted by the Governing Board. Each employee shall be evaluated by the Superintendent, principal or his/her designee. No employee may be required to evaluate another employee, except as provided in the PAR section of the contract when it is bargained. Employees assigned to work at more than one site shall be evaluated by only one administrator to be designated by the Superintendent.

D. Pre-Conference And Evaluation Plan

The employee being evaluated and the evaluator shall meet to establish:

1. On or about October 15, the employee shall establish goals for himself or herself for that school year. The goals shall be reduced to writing and shall pertain to the factors stated in paragraph A, above. The evaluator may add an additional goal to the employee's list after discussing the applicability of that goal to the evaluation factors (1-5) listed in section A, above. The employee may comment in writing upon the mandated goal and have those comments attached to the file copy of the goal form. The employee shall also have the right to inform the evaluator, in writing, of any perceived constraints which would work against attainment of the District-imposed goal.
2. The evaluator and employee shall agree upon a day for the first formal classroom observation. Pre-observation conference, post-observation conference, and the final summary evaluation shall be scheduled appropriately. The first formal observation shall be conducted on or before December 1. The evaluator shall also schedule additional formal observations at any time during the observation process, as needed. The employee may request and be granted an additional observation beyond the minimum.
3. Any of the following may be used by the employee as documentation of progress toward meeting District standards in the areas of evaluation described in Section A above: video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, informal student assessment data, grade level standards and multiple assessment data, and reports on professional growth activities.

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E. Classroom Observations/Post-Observation Conferences

Each evaluation plan shall include a minimum of two formal classroom observations, and each formal classroom observation shall be a minimum of thirty minutes. Prior to the two formal observations, the District shall give the employee at least two workdays notice. Within ten days after each formal classroom observation, the evaluator shall hold a post-observation conference. In addition to the formal observation, the evaluator shall informally observe the employee at other times during each evaluation year, and these observations may be unannounced observations and for any length of time.

With written agreement of both the employee and the evaluator, the number of formal observations may be reduced from two to one.

F. Formal Evaluation Summary

1. All final evaluations for permanent, temporary, and first-year probationary employees shall be completed and delivered to the employee by May 1st. All final evaluations for second-year probationary employees shall be completed and delivered to the employee by Feb. 15th. The employee and the evaluator shall meet no later than ten school days following delivery of the final evaluation. The evaluator and the evaluatee shall sign the evaluation. Signature by the employee implies only that he/she has had an opportunity to see the written evaluation. The evaluator shall retain a copy, transmit a copy to the unit member thirty days prior to the end of the school year, and transmit the original to the District Personnel Office to be filed in the employee's personnel file.
2. If a permanent employee is given a rating of "Progress Not Evident" or "Not Meeting Standards" or "Unsatisfactory," the District must include the following ("Improvement Plan") on the Addendum to the Formal Evaluation Summary:
 - a. list of duties performed in an unsatisfactory manner;
 - b. description of improvement required, and program/people available to provide assistance;
 - c. a time period for demonstrating improvement; and
 - d. a description of methods used to measure improvement.

The employee shall participate in the improvement program designed by the Superintendent or designee as outlined on the Addendum to the Formal Evaluation Summary.

The employee is responsible for demonstrating application of target behavior. Merely completing improvement activities may not demonstrate successful performance or target behavior.

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3. The employee shall have the right to initiate a written reaction or response to the evaluation; that response shall become a permanent attachment to the evaluation in the employee's personnel file.

G. "Unsatisfactory" Rating In The Evaluation Of An Employee

An employee who fails to perform satisfactorily or demonstrate the target behavior required may be given a rating of "Unsatisfactory" on the Formal Evaluation Summary.

H. Ratings And Grievance Procedure

Ratings given by the evaluator are not subject to the grievance procedure. Violations of procedures stated above are subject to the grievance procedure.

I. Personnel Files

1. Materials in an employee's personnel file are to be made available for the inspection of the employee involved, except items which are excluded by the Education Code, such as:
 - a. Were obtained prior to employment of the employee involved; or
 - b. Were prepared by identifiable examination committee members; or
 - c. Were obtained in connection with a promotional examination.
2. Every employee shall have the right to inspect such materials upon written request, provided that the request is made at a time when the employee is not actually required to render services to the District.
3. Information of a derogatory nature, except as provided by law, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment on the information. An employee shall have the right to enter, and have attached to any such derogatory statement, the employee's own comments on the information. Upon written authorization by the employee, an Association representative may review the employee's file. The employee's review of the derogatory information shall take place during normal business hours.
4. There shall be a single personnel file for each employee. Personnel files shall be kept in the District Personnel Office. Access to such files by persons other than the employee shall be on a "need-to-know" basis and through the Superintendent or his/her designee.

J. Evaluation Forms

The evaluation forms referred to in this Article are attached to this Agreement as Attachment B.

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ARTICLE IX

ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

A. Assignments And Change Of Assignments

1. For purposes of this Article, "assignment" is the designation for an employee of a specific position or responsibilities within a school. Assignment includes initial placement of a newly employed employee in a specific school as well as a change of an employee's grade level and/or subject matter responsibilities within the same school. Assignment does not include an extra-curricular duty.
2. In making assignments the administration will take into consideration District and school needs relevant implementation of district/school improvement strategies and plans, the employee's ability to work with assigned students, credentials, teaching experience in a subject matter or at grade level, training, major and minor fields of study, advanced degrees related to the assignment, district-wide seniority, and performance strengths or weaknesses as documented. Documentation will include such things as evaluations, observation reports, reprimands, counseling memos, etc. No employee shall be reassigned arbitrarily, capriciously, or without appropriate reason.
3. Once each year by April, an employee will submit a completed District "Placement Preference Form" to the site administrator. School principals shall consider an employee's preference in making assignments.
4. Written notice of a proposed change of assignment shall be given to an employee prior to the change of assignment. Upon the employee's written request, the principal shall confer with the employee to discuss any proposed change of assignment and the reasons therefor. If requested in writing within seven calendar days of this conference, the administrator shall put the reasons for the change in writing.
5. Not later than May 22, employees shall be given written notice of tentative assignments for the next school year.
6. Employees will be notified in writing as soon as feasible of any change of assignment made after May 22nd.

B. Reassignment Due To Layoff

1. For the purpose of this Article, "reassignment" shall be defined as a change of an employee's assignment to a different program and/or a movement from one work site to another as a result of a certificated personnel layoff pursuant to Education Code section 44955. This definition specifically excludes any transfer or change in assignment which does not result from the District's reassignment pursuant to Section 44955 of the Education Code.
2. Reassignment due to layoff shall be determined through the layoff hearing proceedings.

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C. Unit Member-Initiated (Voluntary) Transfers

1. For purposes of this Article, a "transfer" shall consist of a change in work location of an employee from one school to another within the District. Such a transfer does not encompass the process of assignment to a specific position and responsibilities within a school.
2. All teacher vacancies (a) which the District intends to fill, (b) which occur between October 1 of the current year and the first teacher workday of the following year following year, and (c) which are not part of unresolved involuntary transfers or result from a layoff will be posted. The District will accept and consider applications by District staff prior to filling vacancies by out-of-District hiring procedures. Any District staff applying for a District vacancy shall be granted a formal interview before the District fills the vacancy with an out-of-District employee.
3. A "vacancy" is (a) any new position which the District intends to fill, (b) an opening arising from a resignation, retirement, or termination which the District intends to fill, (c) any position to which an employee is not assigned or which is not committed to an employee on leave of absence, which the District intends to fill, or (d) any position which is not involved in an unresolved involuntary transfer or subject to being involved in a layoff, which the District intends to fill.
4. From the first teacher workday through October 1 of each school year, the District retains the right to adjust, add, and fill positions without posting them.
5. Vacancy notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment, credential required, and any other special requirements. A copy of the vacancy notice shall be forwarded to the Association President. Vacancy notices will be e-mailed to employees. Vacancy notices posted during the summer of 2010 will be mailed to all teachers. Effective June 1, 2011, upon written request by an employee, a copy of vacancy notices posted between the last workday in June and the first workday in August will be mailed to a postal address.
6. Teachers may request a transfer by submitting a signed and dated written request to the Superintendent no later than April 1 of any school year. Such a request shall be valid until March 31 of the next school year. Teachers may also file request for transfers after having been notified of specific vacancies.

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7. Requests for voluntary transfers shall be processed as follows:
- a. The Superintendent or designee shall consider the criteria stated in A2, above.
 - b. Of those regular employees and temporary certificated employees (as defined below) requesting a transfer or assignment to a vacant position, appropriately credentialed employees shall be interviewed to review the criteria described below.

If, in the Superintendent's opinion, an employee requesting a transfer or assignment is qualified under the criteria in A2, above, the employee shall receive preference for the position over any qualified outside applicant. A temporary certificated employee either currently in service to the District or who has served the District and has re-employment rights under any provision in the Education Code shall not be deemed an "outside applicant" for purposes of the preceding sentence and shall receive the same consideration as "an employee."
 - c. The Superintendent or designee shall notify employees requesting a transfer of the approval or denial of the transfer. If a voluntary transfer is denied and the employee in writing requests reasons for the denial, the Superintendent or designee shall meet with the employee to discuss the matter.

D. District-Initiated (Involuntary) Transfers

1. The District shall seek volunteers before involuntarily transferring an employee to fill a vacancy unless such employee is being transferred to improve his/her performance pursuant to D2, below. Employees to be involuntarily transferred, other than those being transferred to improve performance pursuant to D2, below, shall have the right to indicate preferences in writing from a list of known vacancies. The Superintendent or designee shall honor such preferences in accordance with the criteria in Section A2, above. Volunteers will be given first consideration.
2. An involuntary transfer may be initiated by the District due to changes in enrollment; school closure or openings; staffing shortages or surpluses within a school; curricular needs; and the need for specialized service requiring a specific credential or certificate. The District may also initiate an employee's transfer to improve his/her performance, provided, the employee's less than satisfactory performance has been documented. Documentation such as evaluations, observation reports, reprimands, counseling memos, etc., will be used to justify an involuntary transfer to improve performance. No employee shall be transferred arbitrarily, capriciously, or without appropriate reason.
3. Prior to making a final decision on an involuntary transfer, the Superintendent or designee shall give the employee written notice of the proposed transfer and an opportunity to meet with the Superintendent to discuss the matter. Thereafter if a final decision is made to involuntarily transfer the employee, he/she shall be given at least five workdays' written notice of the transfer before the transfer takes effect.

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4. No employee shall be involuntarily transferred to create a vacancy for an employee who is being transferred to improve performance.
5. Any employee who is involuntarily transferred shall not be involuntarily transferred for two school years (including the year of initial transfer). If the involuntary transfer is due to enrollment changes, the employee(s) will have the first right of return.

E. Authority Of The Superintendent

It is the ultimate right and responsibility of the Superintendent to define the staffing needs of the District and to assign staff to positions and sites consistent with those needs, subject to the conditions contained in this article.

F. Release Time And Assistance

If an employee is voluntarily or involuntarily transferred during a school academic year, the District shall assist the employee in moving his/her materials to the new site, and the employee shall be given five days of release time without loss of compensation to prepare for the new assignment and to complete the old assignment.

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ARTICLE X

ASSOCIATION RIGHTS

A. The District recognizes the following rights of the Association:

1. The District authorizes the Association's use of school facilities and equipment for Association business, provided that the Association secures prior permission from the building principal. The principal may authorize facility and equipment use as long as it does not interfere with instructional programs or normal District and/or community use. The Association shall reimburse the District for actual costs for copies, paper, and supplies. The use of facilities and equipment authorized herein shall not include any usage to discuss, promote, or engage in concerted activities against the District.
2. The Association may post notices of activities and matters of Association business on a faculty posting area. One posting area shall be provided in the area frequented by teachers at each school site.
3. The Association may use the District mail service and teachers' mailboxes for periodic communications with teachers, provided, however, the District may place reasonable limits on volume and frequency of such communications and may require adherence to federal and state statutes and case law on this subject. The Association shall not use the mail service or mailboxes to discuss, promote, or engage in concerted activities against the District.
4. Within thirty days of ratification of this Agreement by both parties herein, the District shall have sufficient copies of the Agreement prepared for delivery to each employee and shall deliver them to the Association. The Association and District shall share equally the cost of preparation of these copies.
5. The District shall make available to the Association, within ten days of its written request, a copy of state financial reports and a copy of budgetary information that it submits to the county.
6. An authorized Association representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting lawful Association business. Upon arriving at a school site, any Association representative shall first report to the office of the site administrator to announce his/her presence and business. In no event shall any representative or employee interrupt or interfere in any way with normal work. Contact with employees shall be limited to non-classroom teaching hours, such as breaks, duty-free lunch periods, and before and after school.
7. The Board, upon request by the Association, will furnish to the Association, within a reasonable time, any specifically identified, readily available information concerning the financial resources and professional staffing of the District.

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8. The District shall provide PTA leadership/negotiations team members with a collective 20 days of release time, without loss of salary or benefits.
- a. The days may be taken in half or full day increments as determined by PTA
 - b. The days may be taken after school or during non-contract time and time carded at the district hourly rate (example – intersession).
 - c. Each day of release time = 7 hours; 20 days of release time = 140 hours
 - d. PTA will give the district reasonable notice for the days they plan to be released.
 - e. Release days are contingent upon availability of substitutes.
 - f. The days must be approved in advance by site administration. Should site admin deny the days requested, the site admin will work with the Association to reschedule the requested date.
 - g. Release time may only be denied subject to the reasonableness of the request.
 - h. Should additional release days be necessary they may be granted at the discretion of the Superintendent.
 - i. These days do not include the days which are mutually scheduled for negotiations between PTA and the District.

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ARTICLE XI

PAYROLL DEDUCTIONS

- A. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly membership dues as voluntarily authorized in writing by the employee on the District authorized form subject to the following conditions:
 - 1. Such deductions shall be made only upon submission of the District authorized form duly completed and executed by the employee.
 - 2. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty days or more after such submission
- B. Pursuant to authorization by the employee, the Board shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for employees who sign such authorization after commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.
- C. Pursuant to written authorization by the employee received at least 45 days in advance of a pay date, the District shall deduct from one pay period, a designated amount for a scholarship fund. Said amount shall be specified by the employee.
- D. With respect to all sums deducted by the Board for membership dues pursuant to written authorization of the employee, the Board agrees to remit such monies to the Association along with an alphabetical list of employees for whom such deductions have been made.

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ARTICLE XII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a formal written allegation by a grievant that he has been adversely affected by a violation of a specific provision of this Agreement.
2. A "grievant" is a member of the unit asserting the grievance. The Teachers Association is a "grievant" to the extent required by PERB/appellate court decisions.
3. A "day" is any day during which the District office is open for business.

B. Time Limits

1. A grievant who fails to comply with the established time limits for initial filing of a grievance or for taking the grievance to the next level shall forfeit all rights to the application of the grievance process for the alleged contract violation.
2. Failure by the administration to adhere to decision deadlines shall allow the grievant to immediately proceed to the next level in the grievance process.
3. Nothing in this Agreement prevents the parties from extending the dates described in B-1 and B-2 by mutual Agreement in writing.
4. Except for the summer recess, time limits will automatically be extended during the school year when the time limits include periods of extended holiday, that is, periods of five or more days of vacation time. In these cases of time limit extension, the extension of the limit will be equal to the number of days in the vacation period. During the summer recess, days during the month of July shall not count as days under this grievance procedure.

C. Association Notification

1. The District shall not agree to an adjustment resolution of a formal written grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

D. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

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E. Formal Level

1. Step 1

- a. Within twenty days after the occurrence of the act or omission-giving rise to the grievance, the grievant must present his/her grievance in writing on the District grievance form to the immediate supervisor.
- b. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance and shall include the following information:
 - (1) A description of the specific grounds of the grievance, including names, dates, places and relevant factual allegations necessary for a complete understanding of the grievance;
 - (2) A list of the specific provisions of this Agreement which are alleged to have been violated; and
 - (3) Specific actions requested of the District which will remedy the grievance.
- c. The supervisor shall communicate his/her decision in writing within ten days after receipt of the grievance.

2. Step 2

- a. If the grievant is not satisfied with the decision at Step 1, he/she may appeal on the District grievance form to the Superintendent or designee within ten days of receipt of the Step 1 decision. The statement shall include a copy of the original grievance, a copy of the decision appealed from, and a clear, concise statement of the reasons for the appeal.
- b. The Superintendent or designee shall communicate his/her decision in writing within ten days after receipt of the Step 2 appeal.

3. Step 3

- a. If the grievant is not satisfied with the decision at Step 2, he/she may, within ten days, appeal the decision on the District grievance form to the Board of Trustees.
- b. This statement shall include a copy of the original grievance, a copy of the decisions rendered, and a clear, concise statement of the reasons for the appeal.

AGW 8/1/21
3/3/22

- c. The Board shall communicate its decision in writing to the grievant within thirty days.
- d. The decision of the District's Board of Trustees shall be final.

4. Step 4 -- Arbitration

Notwithstanding 3d (of Step 3) above, grievances which are not settled at Step 3 and which the Association desires to contest further may be submitted to arbitration as provided herein but only if the Association gives written notice to the Superintendent of its desire to arbitrate the grievance within ten school days after the termination of Step 3 of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure set forth above, and which are not excluded from arbitration by other provisions of this agreement.

a. Selection Of Arbitrator

As soon as possible after the District receives written notice of the Association's desire to arbitrate, the parties shall agree upon an Arbitrator. If no agreement is reached within ten school days, an Arbitrator shall be selected from a list of five arbitrators provided by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot; thereafter, the party to strike the first name shall alternate by grievance. The Arbitrator shall be selected within ten calendar days after the District receives the list of arbitrators. If the Arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding 90 calendar days, the parties may mutually agree to proceed to select another arbitrator from the above list.

b. Arbitration Standards

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement and if a violation is found, the remedy. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the Arbitrator is to determine disputed of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have

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been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of the written terms of this Agreement. The Arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is "fair" or "equitable."

No decision rendered by the Arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty-day period specified in Level I of the grievance procedure. The Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable.

The Arbitrator may hear and determine only one grievance at a time unless the Association and the District expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

c. Claims Of Non-Arbitrability

The District may have any claim of non-arbitrability heard and ruled upon at the hearing prior to receipt of evidence on the merits.

d. Arbitrator's Decision

The decision of the Arbitrator within the limits described above shall be binding upon the District, the Association, and the grievant.

e. All fees and expenses of the Arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.

F. Miscellaneous Provisions

1. Forms for filing grievances or for making appeals, and any other necessary documents to the grievance process shall be prepared by the District for distribution to the school sites to facilitate the operation of the grievance process.
2. There shall be no reprisal by either party for invoking the grievance process.
3. When it is necessary for a grievant and/or a representative designated by the Association to participate during the school day in grievance meetings with supervisors, these staff members will be released to serve without loss of compensation, provided that twenty-four hours prior notice is given to the principal and District office. The

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grievant and/or the Association shall be responsible for costs involved in the hiring of a substitute teacher beyond a total of twenty-four hours release time yearly to be covered at District expense.

4. In any meeting between the administration/Board and the grievant in the steps contained in E, above, the grievant may, upon request, have an Association representative present.

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ARTICLE XIII

LEAVES OF ABSENCE

A. Sick Leave

1. Employees employed 5 days per week shall be entitled to 10 days' leave of absence for illness or injury, exclusive of all days they are not required to render service to the District, with full pay for a school year of service. Persons employed for less than 5 school days shall be entitled to that proportion of 10 days' leave of absence for illness or injury as the time worked bears to full time. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave may be taken at any time during the school year. Sick leave entitlement under this section shall be accumulative, without limit, from year to year.
2.
 - a. When an employee is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the illness or accident arises out of or in the course of employment, the amount deducted from the salary due the employee for any of the five school month periods in which absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the employee's position during his/her absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had a substitute been employed. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively. In other words, the five-month period stipulated above begins immediately after use of the employee's current annual ten days of sick leave plus any accumulated sick leave. When the employee remains absent after use of the five-month differential pay leave, the employee shall be in unpaid status.
 - b. When the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period described above.
 - c. This five-month period and its implementation shall be implemented as set forth in the mandatory provisions of Education Code section 44977 (as amended by SB 1019, Chapter 30 of the Statutes of 1998) and the mandatory provisions of Education Code section 44978.1 (as newly enacted by the same Chapter 30 of the Statutes of 1998).

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3. In the event of evidence of concerted action against the District or of abuse of sick leave or a concern by District management over an employee's health, on request of the Superintendent or his/her designee a member of the bargaining unit shall furnish his/her physician's written verification of examination and determination of illness as proof of illness or as verification of the state of the employee's health.

The District may also require the employee to be examined by a doctor mutually agreed upon by the employee and the District. If they do not agree, the employee will choose a doctor from a list of 5 doctors provided by the District. In the event the District requires an examination by a second doctor or a panel member, it shall be at District expense.

B. Bereavement Leave

1. Employees are authorized to take bereavement leave in the event of death of a member of the immediate family. Three days are allowed if the deceased is in California, and 5 days are allowed if the deceased is out of California or more than three hundred miles from the residence of the employee.
2. For the purposes of this section, members of the employee's immediate family are: spouse, father, mother step-parents, children, sister, sister-in-law, brother, brother-in-law, aunt, uncle, niece, nephew, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, step-son and step-daughter. In addition, the following relatives of an employee's spouse are defined as immediate family: father, mother, step-father, stepmother, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother and grandchildren. Also, any person who is a member of the employee's household (whether a relative or not) is considered immediate family.

C. Industrial Illness Or Accident Leave

1. Employees shall be allowed industrial accident and illness leave for up to 60 days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any fiscal year, for the same accident. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence the first day of absence. When an employee is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in payment to him/her of not more than his/her fully salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than employee's average weekly earnings as that phrase is utilized in section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings as set forth in section 4453 of the Labor Code shall otherwise not be deemed applicable. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Upon termination of the industrial accident

Amended 8/1/21
3/3/22

or illness leave, the employee shall be entitled to the benefits provided in section 44977, 44978 and 44983 of the California Education Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than his/her full salary.

2. During any paid leave of absence the employee shall endorse to the District the temporary disability and indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
3. Any employee receiving benefits as the result of this section shall, during periods of illness or injury, remain within the State of California unless the Governing Board authorizes travel outside the State.

D. Leave For Jury Duty Or Appearance As Witness

1. Employees shall be granted paid leave for compulsory jury duty, with the condition that money received for such services be remitted to the District and, if not remitted to the District, shall be deducted from the employee's pay. Any payment such as mileage, meals, and lodging will be retained by the employee. Employees also agree not to serve on a grand jury.
2. Employees who are summoned to appear in court (other than as a litigant) or summoned to respond to an official order from duly constituted government authority, for reasons not arising from the employee's own connivance or misconduct shall be granted paid leave of absence to the extent of the difference between the employee's regular day of pay and the amount allowable as a witness fee. When the witness fee is allowable, it is the employee's responsibility to collect same and remit it to the District up to the amount of the employee's daily pay.

E. Personal Necessity Leave

1. Definition:

For the purpose of this section, absence for reasons of "personal necessity" means absence caused by a circumstance which urgently and/or legally requires the employee's presence at a place other than the assigned place of duty. The circumstance must, except as otherwise provided below, typically be unforeseen and beyond the control of the employee, and must involve an occurrence or situation of such type that the employee could not possibly be expected to accommodate for it outside of assigned working hours. Personal necessity leave shall be limited to seven work days, non-accumulative, per year. Any such days shall and must be a reduction from the employee's accumulated sick leave.

Amended 8/1/21
3/3/22
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2. Limitations:

Personal necessity leave may be used under the following circumstances:

- a. The death of a member of the immediate family, as immediate family is defined in this Agreement.
- b. Accident involving an employee's person or property or the person or property of a member of his/her immediate family as defined in this Agreement.
- c. His/her appearance in court as a litigant or a witness under an official order.
- d. Serious illness or injury of member of his/her immediate family (as immediate family is defined in this Agreement).
- e. An employee's personal obligation that does not meet any of the above criteria (for example, a family event or family celebration has been scheduled with consideration to the date of the event and not the work schedule of the employee). In any such case, the employee shall submit the request to the site administrator as soon as the employee becomes aware of the need for the absence so a qualified substitute may be scheduled. The District recognizes that such absences will often be in connection with a holiday, weekend, or recess period. Days taken under this E.2.e. shall not be used for pursuit of recreational activities or vacation.
- f. Other circumstances or situations agreed by the Superintendent/ designee to be within the purview of the definition of personal necessity.
- g. Personal necessity may not be used for concerted activities against the District, for employment elsewhere, or for compensated activities as an independent contractor elsewhere.
- h. Personal necessity cannot be used simply to extend a holiday, weekend, or recess period.

3. Special Conditions:

The employee shall notify his/her administrator in advance except for the following instances:

- a. Death or a serious illness of a member of the employee's immediate family, as immediate family is defined in this Agreement.
- b. Accident involving the employee's person or property or the person or property of a member of his/her immediate family, as immediate family is defined in this Agreement.

Amended 8/1/21
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4. In every case the employee shall be expected to make all possible prior arrangements with the District for personal necessity leave.
5. Proof of personal necessity shall include written verification (see attachment D) by the employee that he/she has read the information relevant to personal necessity leave, and that the reason meets the definition of "absence for reasons of personal necessity" contained in E above.

F. Pregnancy Disability Leave

Unit members are entitled to use sick leave for reasons caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability.

The beginning and ending dates of such sick leave will be determined by the teacher and her physician, with written certification required from the physician at the beginning of the leave of absence, to verify that illness or disability is a specific consequence of pregnancy, miscarriage, childbirth, or recovery therefrom. In those instances where the ending date of the pregnancy disability is expected to exceed six weeks following the birth or miscarriage, the District may require another verification by the teacher's physician.

At the request of the teacher and in the discretion of the Board of Trustees, additional leave may be granted for the school year or a portion thereof following childbirth, or the expiration of sick leave entitlement, whichever comes first. If such a discretionary maternity leave of absence is requested, the request shall be made in writing to the Superintendent at least six weeks prior to the beginning date of the leave. No compensation in terms of salary and fringe benefits will normally be paid during such leave. However, the Board retains the authority set forth in Education Code section 44963 to grant additional leave of absence with pay where, in the judgment of the Board, paid leave of absence is justified.

When the teacher returns to service from such leave granted at the discretion of the Board of Trustees, the teacher's salary shall be that which would have been received had the teacher not been absent from service to the District, provided that the teacher has rendered service to the District for 40 percent of the school year in which the leave was taken.

This section (F) shall be construed as requiring the Board of Trustees to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom be treated as leaves for illness, injury or disability.

G. Parental Leave

Unit members may elect to utilize 12 workweeks of parental leave in any 12-month period. For purposes of this section, "parental leave" means leave for the purpose of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member as provided by California Family Rights Act (CFRA) and Education Code 44977.5.

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1. Sick leave shall be used during parental leave. If a unit member exhausts all available sick leave, including accumulated sick leave and continues to be absent under parental leave, he/she shall be entitled to differential pay as defined in Education Code during the remainder of the 12 workweeks. Differential pay for parental leave is in addition to any other differential pay provided under existing law.
 - a. For birthing mothers, the 12 workweeks of parental leave within a 12-month period shall commence at the conclusion of any pregnancy disability leave.
 - b. For non-birthing parents, the 12 workweeks of parental leave within a 12-month period shall commence on the birth or placement of the child in the unit member's family.
 - c. Where both parents are employees of the District, the two parents are entitled to share a total of 12 workweeks of parental leave.
2. Unit members may elect to use accumulated compensatory time during Parental Leave.
3. Parental leave may be taken intermittently during the 12-month period, but generally leave must be taken in two week increments. Requests for leave of less than two week periods shall be granted on two occasions, and may be granted on other occasions.
4. Unit members are entitled to a total of 12 workweeks of parental leave per child. However, if a school year terminates before 12-workweeks of parental leave are exhausted, the unit member may take the remainder of the 12-workweeks in the subsequent school year.
5. The District shall continue to pay the unit member's health benefits during parental leave to the same extent as if the employee was not on leave.
6. In order to qualify for parental leave, unit members must have worked for the District, a total of 12 months, but are not required to have at least 1,250 hours of service during the previous one year (12 month) period.

H. Other Leaves Of Absence

Leaves of absence may be granted for any reason considered to be prudent by the School Board. This type of leave may be with or without pay, in accordance with Education Code section 44963. Health benefits authorized by the Governing Board may be paid by the school District during such authorized leave. The School Board authorizes the District Superintendent to grant temporary leave status, not to exceed the number of days required to schedule a routine request for a leave of absence on the agenda of a regular Board meeting.

I. Discretionary Leave

It is agreed that discretionary leave granted by the Board of Trustees under this Article and authorization for service other than full time granted by the Board shall not be considered

QAW 8/1/21
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precedential in nature. The Governing Board retains the right to decide upon all such leaves or requests from the standpoint of individual merit and convenience to the school system.

J. Sabbatical Leave

After seven full consecutive years of teaching experience in the District, a teacher may apply in writing to the School Board for approval of a sabbatical leave. The pay to the teacher for such leave shall be the difference, if any, between the regular teacher's salary and the replacement teacher's salary. The teacher on leave shall not be eligible for District-paid fringe benefits, but may retain the membership in the District program at his/her own expense.

Sabbatical leave shall be for the purpose of furthering the teacher's education through pursuit of a course of study at an accredited college or university. It shall be required that the teacher return to teach in the District for a minimum of two school years after conclusion of the sabbatical leave. Persons beyond the age of 62 shall not be considered for sabbatical.

Unless otherwise approved-by the School Board, sabbatical leave requests must be submitted to the Superintendent no later than March 15th of any given year, for leaves to be effective on the next succeeding school year. Requests may be submitted for effective beginning dates no farther in advance than the beginning of the second subsequent school year from the year of submission. If the number of requests exceeds the number allowable, if any, as defined by the School Board, persons with the greatest seniority may receive preference. In the event of equal seniority of applicants, the District Superintendent shall recommend special selection procedures for the consideration of the School Board.

The number of teachers authorized to be absent on sabbatical leave during any school year shall be determined solely by the School Board, in view of existing circumstances at the time requests are received. The District Superintendent shall present to the Board, no later than the first meeting in April of each year, a review of sabbatical leave applications for the next ensuing school term, with recommendations considered pertinent for the Board's examination and deliberation.

Teachers who desire to receive monthly salary allowances while on sabbatical leave, must furnish a suitable bond indemnifying the District against loss for any salary paid during the period of the sabbatical leave, in the event the employee fails to return to render two full years of service to the District following the termination of the sabbatical leave.

Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with District business procedures in two equal annual installments as follows:

1. At the end of the first year of service after the teachers return to duty, the District shall release the first installment (not to exceed one-half of the total District obligation) upon resolution of the Governing Board authorizing the payment of said installment and including the statement that the teacher has completed one year of required service and fulfilled all other legal requirements.

*Amended 8/1/21
3/3/22*

2. At the end of the second year of service, a similar procedure shall be followed authorizing payment for the second and final payment.

The course of study noted above shall be pertinent to the curriculum of the District, shall include a minimum of 24 semester units or 36 quarter units per year, and shall be recommended by the Superintendent and approved by the Board before sabbatical leave is granted.

K. Family Care Leave

The District will provide unpaid Family Care Leave to the extent required by federal and state law.

L. Catastrophic Leave

The District's catastrophic leave program is as follows:

1. If the Superintendent or designee receives written verification from an employee's physician, or from the physician of an employee's immediate family, that the employee or the employee's immediate family member has been examined by the physician, determined to be physically ill or injured, and the physician has determined that the employee cannot return to work due to their own illness or injury, or due to illness or injury of the employee's immediate family member and that family member requires the employee's care, until a date which will require the employee to be placed on unpaid or partial leave, the Superintendent shall contact the employee and determine whether the employee desires to request that sick leave be donated by other employees for his/her use.
2. For the purposes of this section, members of the employee's immediate family include those specified in Section B. 2. of this Article.
3. To request donated catastrophic leave, the unit member or his/her designee will submit a request in writing, on forms provided by and approved by the District, to the Association President stating the facts which require a need for donated leave.
 - a. As soon as practical, a committee of three (3) association members and the Superintendent or his/her designee, will meet and determine whether or not the unit member's request shall be approved.
 - b. If the request is denied, the Association President will notify unit member or his/her designee.
 - c. If the request is approved, the Association will submit the required forms to the District. The Association President will give notice to the membership that a unit member is in need of catastrophic leave donations. The solicitation shall not identify the donee and the donor's identity shall be kept confidential.

CRW 3/4/22
3/13/22

4. Upon cessation of need for such donated sick leave, unused sick leave shall be returned to the donors' credit. A donor may not revoke the donation.
5. The District shall determine the methods of administration of the program, including records to be retained.
6. An initial catastrophic leave request is not to exceed thirty (30) workdays. However, if a unit member is unable to return to work following the use of the initial catastrophic leave, then he/she may reapply for additional catastrophic leave. The maximum amount of donated sick leave that any employee may use is 100 days per catastrophic event.
7. Donations of catastrophic leave may be made under the following provisions:
 - a. The maximum amount a member may donate shall be ten (10) days per request. Initially, a minimum of one day (7 hours) must be donated but donations may be made in one (1) hour increments thereafter.
 - b. Donors must maintain fifteen (15) days for their own needs.

M. Adoption Leave

1. Regardless of leave of absence authorized for adoptive parents under maternity leave and/or the federal Family and Medical Leave Act (FMLA -- 29 USC 2601) and the California Family Rights Act (CRFA -- Government Code, Section 12945.2), an employee adopting a child may take leave of absence for up to 30 normal workdays commencing on the date when the employee formally initiates the leave of absence with the District. The employee shall inform the site administrator and District Office as early as possible (at least 30 workdays prior notice is requested) of his/her intent to take Adoption Leave and of the dates of the leave in order that the District may obtain competent replacement services. While on the leave, the employee shall keep the site administrator and District Office informed of when the employee intends to return to work.
2. During any or all of the 30 workdays of Adoption Leave, the employee shall be entitled to use accrued sick leave, and, if such leave is exhausted, differential sick leave pay. If the employee notifies the District Office that he/she does not want, during the leave, to use sick leave/differential sick leave pay, he/she shall be deemed to be using his/her entitlement to unpaid leave for purposes of adoption under the above-described federal and state law.
3. Any use of paid Adoption Leave, described above, shall constitute a reduction in the length of the above-described federal and state leave authorized for purposes of adoption.

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4. If both parents entitled to Adoption Leave, as described herein, are employed by the District, the District shall not be required to grant leave in connection with the adoption that would allow the parents Adoption Leave totaling more than the maximum leave (30 workdays) specified above.

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ARTICLE XIV
COMPENSATION
(SALARIES, HEALTH AND WELFARE BENEFITS, AND BTSA PROGRAM)

A. Salaries

1. Salary schedules for bargaining unit members are attached hereto. See Attachment A.
2. The annual salaries set forth in Attachment A shall be paid in ten, eleven or twelve equal installments payable on the last working day of each month with appropriate mandatory and optional deductions. Salary payments for services in addition to the employee's regular assignment shall be made on or about the tenth day of the month following the payroll period in which the service was performed
3. Optional deductions must be initiated in writing by the employee and the District and Association agree that the total number and format of such deductions are subject to agreement of the County Office of Education. Such optional deduction authorizations shall remain in effect until the District receives from the employee a written notice withdrawing the authorizations (or any of them).
4. For initial placement on the salary schedule, credit for public school certificated service outside the District shall be granted on a year-for-year basis to a maximum of fifteen (15) years. Private school teaching experience will be credited, provided the private school was accredited by the State and regional accrediting organizations at the time the service was provided and the person held a valid teaching credential at the time the service was performed.
5. Courses which are deemed by a college or university to be applicable to a graduate degree that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof.
6. Employees who resign in good standing from the District and are subsequently re-employed within 39 months shall be granted full experience credit except for the hiatus in employment.
7. Employees whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary employees with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.
8. Employees shall advance one vertical step on the salary schedule for each year of service (except those whose placement is at the maximum step for their column) provided the employee was in paid status for at least 75 percent of the school year.

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9. Course credit for salary placement and movement shall be given for post-graduate, upper division or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the Superintendent.
10. The District will allow credit, for purposes of salary schedule movement, for community college coursework pre-approved by the Superintendent. Employees requesting reclassification from one column to another must file such requests with the Superintendent no later than April 15th of each year. Supporting records or transcripts verifying post-graduate units of study that are to apply toward such a reclassification must be filed with the Superintendent no later than August 31st of the ensuing school year. If by September 15th, the employee is unable to submit supporting records or transcripts verifying postgraduate units of study which are to apply toward reclassification, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The employee shall provide the official transcript or affidavit document to the District at the earliest possible date.
11. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Employees may receive college or university credit for workshop sessions paid for by the District provided the unit fees were paid for by the employee.
12. Course Credit Advisory Group:

There are a variety of courses which improve the ability of employees to effectively do their job. There are also many graduate courses which are not pertinent to the field and are therefore not appropriate for course credit.

A Course Credit Advisory Group (CCAG) shall be formed consisting of two Association appointees and two District appointees. This group shall meet no later than May 1, 1998, to design a credit approval and appeal process for employees seeking to take courses for salary credit.

The CCAG shall develop groups of courses appropriate for salary credit. For example, there may be an "automatic" group consisting of any course taken in the pursuit of a masters or doctorate degree in the field of education; there then may be a group of suggested courses; and lastly, there may be a group of courses not appropriate for salary credit. If the CCAG cannot reach agreement by June 15, 1998, a special bargaining session will be convened to arrive at criteria.

Once the criteria for course credit is approved by majority vote of the CCAG, employees must seek approval from District Administration prior to enrollment in a course for any courses taken to receive salary credit. Any denial of course credit by the District Administration may be appealed to the CCAG. Approval of courses for credit originally

Q24 8/1/21

denied by the Administration requires a majority vote of the CCAG members. The CCAG shall have the final decision in an appeal process.

It is understood that all current salary credit shall remain in place. This Agreement will become effective July 1, 1998 and continue thereafter. All units taken prior to this date will fall under old contract language.

Meetings of the CCAG shall occur after normal work hours and will be unpaid.

13. Stipends

- a. Assignment of personnel to stipend positions shall be made by the Superintendent, or designee, annually based upon his/her determination of the best interests of the District.
- b. The Stipend Schedule (see attachment E) indicating filled and unfilled stipend positions funded for the current year will be emailed as an attachment to all teachers at or near Nov. 15 annually. A printed schedule of same shall be posted in the staff room of each school
- c. The stipends listed on the stipend schedule, except as otherwise noted on the stipend schedule, shall be adjusted annually by the percentage cost-of-living salary schedule adjustment agreed to by the parties.

14. Reimbursement For Mileage

Whenever an employee is assigned to use his/her personal vehicle in the performance of work assignments or other employer-related business, the employee shall be provided the mileage allowance authorized by the Internal Revenue Service without attribution to income.

15. The District will also pay the hourly rate of column 5, step 1 for curriculum committee work which occurs outside the regular workday and which has received the prior approval of the Superintendent concerning (1) applicability of the hourly rate of pay for the work, (2) the type of work to be performed, and (3) the number of hours of work authorized. The committee chairperson will receive the same flat hourly rate.

16. Payment received by the District from California State University Chico, for student teachers shall be allocated directly to the master teachers within 30 days of receipt of such funds.

17. Retiree Longevity Recognition

- a. The District wants to recognize unit members who have dedicated the majority of their career to the Palermo Union Elementary School District for their years of service in the District.

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- b. Unit members will receive the following one time payment upon retirement from the Palermo Union Elementary School District:

20 years of service – 2% of base salary; not to exceed \$2,000
25 years of service – 3% of base salary; not to exceed \$3,000
30 years of service – 5% of base salary; not to exceed \$5,000

- c. The Association and the District both recognize that this is not a uniform salary schedule issue.

18. Comparable Districts

The District and PTA desire to create and maintain a positive work culture that ensure labor peace, fiscal stability and highly competitive salaries in order to recruit and retain highly qualified and highly effective employees. In order to facilitate our collaborative discussions about compensation and establish benchmarks to gauge our progress, we have agreed to the following:

1. Establish a group of comparable districts utilizing the following criteria:
 - a. Include all Butte County schools with the exception of Bangor, Pioneer, Golden Feather, Durham, BCOE and all charter schools.
 - b. Include schools outside of Butte County that are in geographic proximity and create job market competition.

Comparable districts: Gridley Unified, Palermo Union Elementary, Oroville City Elementary, Thermalito Union, Chico Unified, Orland Joint Unified, Live Oak Unified, Yuba City Unified, Marysville Joint Unified, Oroville Union High School

2. Utilizing the salary schedules that are in effect on September 1st of the current year, the District and PTA will analyze the following ten (10) salary schedule data points, including district contributions for health and welfare benefits and the number of service/workdays per year and may also include items from the SABRE report and bargaining unit contracts:
 - a. BA + 30 Step 1
 - b. BA + 45 Step 6
 - c. BA + 60 Step 10
 - d. Maximum compensation at Step 12
 - e. Maximum compensation at Step 20

Amended 8/1/21
3/3/22
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- f. Maximum compensation at Step 25
 - g. Maximum compensation at Step 30
 - h. Maximum compensation at the maximum step
 - i. Maximum compensation with a Master's Degree
 - j. Global Average (the average of the 9 data points listed above for each comparable district)
3. It is the intent of the District and PTA to pursue a ranking of being in the top 3 at the following data points among the comparable districts.
- a. BA + 30 Step 1
 - b. BA + 45 Step 6
 - c. BA + 60 Step 10
 - d. Maximum compensation at Step 20
 - e. Maximum compensation at Step 30
 - f. Global Average

B. Health And Welfare Benefits

1. a. Health Insurance

The District shall contract for health insurance coverage for all eligible employees and their eligible dependents.

b. Dental Insurance

The district will provide fully paid dental insurance coverage (BSSP Plan 10) for all eligible employees and their eligible dependents. Unit members will have the option to choose from any dental plans offered by BSSP. If the unit member chooses a plan that costs more than Plan 10, the increased cost will be the responsibility of the unit member. If the unit member chooses a plan that costs less than Plan 10, the savings may be used to offset medical or vision premiums. Any additional excess savings will be returned to the unit member as cash in lieu.

c. Vision Insurance

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The district will provide fully paid vision BSSP Plan 4. Unit members will have the option to choose from any vision plans offered by BSSP. If the unit member chooses a plan that costs more than Plan 4, the increased cost will be the responsibility of the unit member.

d. Life Insurance

The District shall contract for a decreasing term life insurance plan for all eligible employees and their eligible dependents.

e. Section 125 Plan

The District will provide a Section 125 "Flexible Spending" Plan for eligible bargaining unit members, for medical, dental, vision, and child-care expenses. The Section 125 Plan will allow employees to pay for Section 125 Plan qualified items with pre-tax dollars.

2. A maximum District contribution of \$1,000.00 per month per eligible employee, including eligible dependents, for a Butte Schools JPA Self-Funded Program-Offered Plan for medical benefits is established commencing the 2018/2019 school year (July 1, 2018). The District is authorized to deduct monthly the monthly cost for the District's medical benefits plan in excess of the maximum District contribution level described herein.
3. An employee is now eligible for full District contribution to the cost of health and welfare benefits if employed at the threshold level of 4 periods per day 5 days per week or more. The threshold level remains the same but instead of being eligible for the full monthly contribution toward the total cost of health and welfare benefits, a new part-time employee will be eligible for only that percentage of the monthly district payment toward health and welfare benefits as his/her part-time employment bears to full-time employment (based upon a 7-period day). Part-time employees on staff during 1991-92 who are continuing in District employment shall continue to receive the full District contribution toward the cost of health and welfare benefits.
4. Retiree Health Insurance Benefit
 - a. Qualified retirees shall receive \$1,200 per month as a contribution towards retiree medical, and/or dental insurance and/or vision insurance as selected by the retiree. Each year thereafter, the dollar amount shall be adjusted by actual State-funded COLA for each year. It is understood that there may be years where there's a difference between the statutory COLA and the State-funded COLA. Both groups acknowledge that the difference between the statutory COLA and the State-funded COLA is the amount deficit. In years when the COLA is not fully funded (i.e. a deficit is applied), the district contribution will only increase by the actual State-funded COLA. In future years, if the State funds deficit restoration, the district contribution will increase by the actual State-funded COLA plus any deficit restoration. Any difference between the

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above dollar amount and any lower amount actually paid, should such occur, shall not accrue to the retiree or the Association. The obligation for District payment of any such amount shall cease upon the retiree reaching Medicare eligibility age. The maximum period of eligibility is (10) years.

- b. To be eligible for any payment provided for in "a" above, the employee must be STRS-eligible for retirement benefits, must have fifteen (15) years of STRS or PERS creditable years of service served as a certificated employee in the District.
- c. The period of years of prior service required under "b," above, shall not be deemed broken by a Board-approved leave of absence without pay for health reasons.
- d. Retirees who notify the District on or before the last contract day in December will receive a \$2,000 early notification bonus. Retirees who notify the District after the last contract day in December but before January 31st will receive a \$1,000 early notification bonus.

C. Teacher Induction Program

- 1. In the event that the approved Teacher Induction Programs schedules training days or other events on Saturdays, Support Providers shall receive \$200 per Saturday event attended or they may opt to be credited with a day of compensation time per Saturday event attended to be used during the school year in which the compensation time is earned.
- 2. New teachers in the District, who have not completed an approved Teacher Induction Program in order to receive a clear teaching credential, shall attend all Teacher Induction Program training unless an absence qualifies for a leave of absence as described in the collective bargaining agreement.
- 3. The District will credit newly hired teachers who previously completed an approved Teacher Induction Program, but did not purchase those units, with 12 units for the purpose of salary advancement.
- 4. The District will credit new teachers who successfully complete the approved Teacher Induction Program while employed with the district, 12 units for the purpose of salary advancement without requiring new teachers to purchase those units.
- 5. Teacher Induction Program Support providers shall receive a stipend as specified on the certificated stipend schedule or as provided by the Teacher Induction Program, whichever is greater.

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ARTICLE XV

DISCIPLINE LESS THAN DISMISSAL

- A. The Superintendent or designee may initiate discipline against an employee for cause. Discipline may include suspension of pay or suspension without pay for up to 15 workdays.
- B. Prior to any such discipline being imposed, the Superintendent or designee will discuss the proposed action and the reasons for the action with the employee, and take into account any response of the employee.
- C. Within 5 days after the discipline has been imposed, the employee may file a written appeal in the office of the Superintendent.
- D. If an appeal is filed, it will be heard by a neutral, agreed-upon person whose decision will be binding. If the parties cannot agree upon a person, the State Mediation and Conciliation Service will be notified and a list of arbitrators shall be obtained. Alternate check-off shall be used to select one from the list if the parties cannot agree upon one.
- E. All aspects of the appropriateness of the discipline imposed shall be within the exclusive jurisdiction of the Arbitrator.
- F. The disciplinary proceedings will be confidential.
- G. The District shall pay the fees and costs of the Arbitrator.

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ARTICLE XVI

NON-DISCRIMINATION

- A. Neither the Board nor the Association shall discriminate against any employee on the basis of membership or nonmembership in the Association or participation in the activities of the Association (excluding concerted activities against the District).
- B. Application forms and oral interview procedures shall not refer to membership, preferences for or against, or nonmembership in the Association.

*Amended 8/1/21
3/3/22*

ARTICLE XVII

LOTTERY FUNDS

- A. Continuing its past practice, the District shall allocate thirty percent of California State Lottery revenue receipts to the schools of the District for use by the teachers for instructional materials. The amount allocated to an individual teacher, if not expended, will be carried over from year to year. The school principal shall maintain oversight responsibility for these expenditures and may disapprove an expenditure if he/she deems it inappropriate and if he/she has first discussed the proposed expenditure with the employee.

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ARTICLE XVIII

CONSULTATION

In accordance with law, the Association has the right to consult on the definition of educational objectives, the determination of the courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

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ARTICLE XIX

SERVICE CREDIT

- A. No later than the January 1 prior to a subsequent June retirement date, a qualified employee may apply in writing to the District Board of Trustees requesting implementation of Education Code section 44929 in order to obtain two additional years' service credit for retirement purposes. The application shall be filed with the Superintendent.
- B. Upon receiving any such application, the Superintendent shall accomplish the study and make the computations required by section 44929 and shall file a report with the District Governing Board recommending approval/disapproval of the employee's application and stating the reasons therefor. A copy of the report will be given to the employee.
- C. The decision whether or not to authorize such implementation shall be entirely within the discretion of the Board of Trustees of the District after receiving the written recommendation of the Superintendent. The decision of the Board shall be final.
- D. This Article, as of January 1, 1994, is repealed, unless the authority contained in Education Code section 44929 is extended by statute enacted on or before January 1, 1994.
- E. A committee of administrators and teachers shall study alternatives to the early retirement benefit described in A-C, above, and provide a report to the Board of Trustees. The decision whether or not to approve any such proposal(s) shall be within the sole discretion of the Board of Trustees.

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ARTICLE XX

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

A. Support for Permanent Teachers placed on a plan of assistance due to an unsatisfactory evaluation.

1. A Referred Participating Teacher is a teacher with permanent status who is required to receive assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of an "unsatisfactory" rating on the Formal Evaluation Summary (on the last page of the form).
2. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which in their professional judgment will assist the Participating Teacher.
3. The consulting teacher shall be selected by mutual agreement of the Superintendent/designee and the Participating Teacher.
4. Assignment as a Consulting Teacher shall be voluntary.
5. The Consulting Teacher shall meet with the Referred Participating Teacher to develop an assistance plan that addresses the Participating Teacher's Improvement Plan Addendum to the formal evaluation.
6. A Consulting Teacher may not be released from teaching duties for more than 20% of his/her regular assignment.
7. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$1,000 per Referred Participating Teacher served.

B. New Teacher Assistance

Beginning teachers, who are required to complete an approved Teacher Induction Program in order to receive a clear credential, shall receive non-evaluative support and assistance from a designated Support Provider. Support Providers shall be recruited and approved by the site administrator and must meet all requirements of the Teacher Induction Program. Acceptance of this position by the unit member is voluntary.

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ARTICLE XXI

CHILD DEVELOPMENT PROGRAMS

(Preschool and Children's Center)

This article is applicable only to "permit" employees in the Child Development Programs, including the Preschool and Children's Center Programs.

A. SALARY SCHEDULE:

1. Child Development permit unit members will be placed on the current PUSD's Child Development Salary Schedule, depending on experience in Child Development Programs. (including Instructional Aides in the program who become permit unit members). See Attachment C.
2. There are two ranges/classes:
 - a. Teacher (without an AA or BA)
 - b. Site Supervisor (with an AA)
3. There is a Longevity Schedule for years of service in the District. Longevity stipends may be prorated for length of service rendered within a given school year (if less than a full year of service).

9-12 years:	3% of Salary
13-15 years:	6% of Salary
16-18 years:	9% of Salary
19-21 years:	12% of Salary
22-24 years:	15% of Salary
25+ years:	18% of Salary
4. There are two types of stipends for degrees, as follows:

AA in Early Childhood Education (ECE): \$485 Above Base Salary

BA in Early Childhood Education (ECE): \$964 Above Base Salary

Educational stipends will not be prorated.

*Amended 8/1/21
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B. HEALTH AND WELFARE BENEFITS:

Eligible Child Development permit unit members will receive health and welfare benefits, as per certificated employees, including family medical, dental and vision programs, in addition to employee life insurance.

C. VACATION DAYS:

Child Development Program unit members working twelve months per fiscal year will receive vacation days as follows:

1-6 Years in District:	1 Day Per Month of Service
7-10 Years in District:	1.25 Days Per Month of Service
11-14 Years in District:	1.50 Days Per Month of Service
15+ Years in District:	1.67 Days Per Month of Service

Vacation benefits are covered on a fiscal year basis from July 1 to June 30. Vacation days for year-round unit members are to be taken at the convenience of the District and with the approval of the Program Director and the Site Principal.

Should the Superintendent determine that it is in the best interest of the District, because of a critical need, a scheduled vacation may be cancelled by giving the unit member a notice of at least ten calendar days in advance of the starting date of the employee's scheduled vacation. Vacation days for ten-month unit members must be taken during the schedule work year, during non-student days.

If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest seniority shall be given his/her preference.

D. HOLIDAYS:

Child Development Program unit members will receive paid holidays as follows:

January 1 – New Year's Day

January – Martin Luther King, Jr. Day

February – Lincoln's Day

February – Washington's Day

May – Memorial Day

July 4 – Independence Day

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September – Labor Day

Floating Day – Admission Day

November – Veterans’ Day

November – Thanksgiving Day

November – Day after Thanksgiving Day

December 24 – Christmas Eve

December 25 – Christmas Day

December 31 – New Year’s Eve

If a holiday falls on a Saturday, the preceding workday not a holiday shall be the holiday. If a holiday falls on a Sunday the succeeding workday not a holiday shall be the holiday.

Holiday eligibility: Unit members who are not normally assigned to duty during the school holidays of December 24, 25, 31 and January 1 shall be paid for those holidays, provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

With the approval of the Program Director and Site Principal, employees who normally work during the Christmas recess period will be permitted to schedule designated holidays during that recess to other times during that period.

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for that holiday.

E. RETIREMENT BENEFITS:

Child Development Program unit members will participate in the State Teachers Retirement System (STRS).

F. LENGTH OF WORKDAY:

The “full-time equivalent” (1FTE) workday for Child Development Program unit members shall be based on an eight (8) hour day. The daily schedule will vary according to beginning and ending times to children’s classes. The Superintendent, in consultation with the Program’s Director and Site Principal, will determine the daily schedules.

G. EXTRA ACTIVITIES:

Child Development Program unit members will be involved in parent and staff meetings outside work hours. Each unit member shall receive their per diem (at his/her hourly rate; time carded) for attendance and participation.

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H. OVERTIME OR EXTRA PAID HOURS:

All overtime or extra paid hours must be pre-approved by the Program Director (and time carded). Overtime is any time in excess of eight hours in any one day or in excess of 40 hours in any workweek. Extra paid time is any time in excess of contracted hours per day (for unit members working less than eight hours daily).

I. LENGTH OF WORK YEAR:

The scheduled workdays will be determined by the funded program contract with the State of California. For example, in the 2000/2001 school year, the Children's Center ran for a minimum of 240 days, while the Preschool was open for 176 days.

SPECIAL NOTE:

Effective April 1, 2001, two Child Development unit members were "Y-rated" (grandfathered or "frozen" at the 2000-2001 salary rate). Effective July 1, 2005, the two Child Development unit members who were Y-rated and had their salaries frozen at the 2000-2001 salary rate will resume receiving cost-of-living adjustments as negotiated by their unit.

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ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement represents the entire agreement between the District and the Association and supersedes all prior agreements and cancels all previous agreements, verbal or written or based on alleged past practices between the parties. It shall also continue in full force and effect until midnight June 30, 2024.
- B. The District and the Association have settled negotiations for the 2020-21 school year. In 2021-22, 2022-23, and 2023-24 each party may reopen negotiations on three articles of the Agreement, in addition to Article XIV Compensation which will be an automatic reopener.
- C. Not later than October 1st of the calendar year in which this Agreement expires, the parties shall meet and negotiate in good faith on negotiable items subject to the completion of the law's public notice requirements. Any agreement reached between the parties shall be reduced to writing and signed by both parties.
- D. Upon ratification of this agreement by each party, the District shall prepare a new Master Agreement for review and execution by the parties.

PALERMO UNION ELEMENTARY SCHOOL
DISTRICT

PALERMO TEACHERS ASSOCIATION
CTA/NEA

By

Kathleen Andre-Noland
Superintendent

By

[Signature]
Negotiations Chair

Date: _____

Date: _____

Ratified by Palermo Teachers Association on _____.

Ratified by the Board of Trustees of Palermo Union Elementary School District on _____.

6/9/21
3/3/22
[Signature]

**PALERMO UNION SCHOOL DISTRICT
2021-22 CERTIFICATED SALARY SCHEDULE
183 WORK DAYS**

ATTACHMENT A

CLASS	I	II	III
	BA to 44	BA + 45	BA + 60
1	52900	54622	55476
2	53389	55476	57481
3	53886	56628	59487
4	55891	58632	61492
5	57896	60636	63495
6	59900	62641	65502
7	61902	64643	67505
8	63909	66649	69507
9	65913	68655	71514
10	67917	70659	73517
11	69923	72663	75523
12	71926	74665	77528
13	71926	76672	79532
14	71926	78675	81535
15-16	73931	80680	85545
17-18	75937	82684	87549
19-20	77940	84687	89554
21-22	79943	86691	91555
23-24	81950	88698	93563
25-26	83953	90702	95567
27-28	85958	92706	97571
29-30	87964	94711	99577
31-32	89965	96713	101579
33-34	91970	98718	103583
35+	93974	100723	104768

EDUCATION SCHEDULE	
Degree	Increase to base salary
Masters	1131
Doctorate	2270

Annual Health & Welfare Benefit District Contribution of \$13,652/year
3/1 hourly rate outside regular day worked per CTA agreement (\$43.31 hour)
Includes increase of 1% effective 1/1/2020

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Palermo Union School District
Formal Evaluation Summary Rating

Teacher Name _____ School _____ Grade _____	Check one: ☐ Probationary 1 ☐ Probationary 2 ☐ Temporary ☐ Permanent	MS Meeting Standard PE Progress Evident NE Progress Not Evident
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California Standards for the Teaching Profession

Standard 1: Engaging and Supporting All Students in Learning	MS	PE	NE
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals			
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs			
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice			
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
1.5 Promoting self-directed, reflective learning for all students			

Standard 1 comments: _____

Standard 2: Creating and Maintaining Effective Environments for Student Learning	MS	PE	NE
2.1 Creating a physical environment that engages all students			
2.2 Establishing a climate that promotes fairness and respect			
2.3 Promoting social development and group responsibility			
2.4 Establishing and maintaining standards for student behavior			
2.5 Planning and implementing classroom procedures and routines that support student learning			
2.6 Using instructional time effectively			

Standard 2 Comments: _____

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Standard 3: Understanding and Organizing Subject Matter for Student Learning	MS	PE	NE
3.1 Demonstrating knowledge of subject matter content and student development			
3.2 Organizing curriculum to support student understanding of subject matter			
3.3 Interrelating ideas and information within and across subject matter			
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter			
3.5 Using materials, resources, and technologies to make subject matter accessible to students			

Standard 3 Comments: _____

Standard 4: Planning Instruction and Designing Learning Experiences for All Students	MS	PE	NE
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs			
4.2 Establishing and articulating goals for student learning			
4.3 Developing and sequencing instructional activities and materials for student learning			
4.4 Designing short-term and long-term plans to foster student learning			
4.5 Modifying instructional plans to adjust for student needs			

Standard 4 Comments: _____

Standard 5: Assessing Student Learning	MS	PE	NE
5.1 Establishing and communicating learning goals for all students			
5.2 Collecting and using multiple sources of information to assess student learning			
5.3 Involving and guiding all students in assessing their own learning			
5.4 Using the results of assessments to guide instruction			
5.4 Communicating with students, families, and other audiences about student progress			

Standard 5 Comments: _____

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Standard 6: Developing as a Professional Educator	MS	PE	NE
6.1 Reflecting on teaching practice and planning professional development			
6.2 Establishing professional goals and pursuing opportunities to grow professionally			
6.3 Working with communities to improve professional practice			
6.4 Working with families to improve professional practice			
6.5 Working with colleagues to improve professional practice			
*6.6 Participating in non-instructional duties/responsibilities such as attending district and site meetings, yard duties, out of class student activities, or adjunct duties			

Standard 6 Comments: _____

* Palermo District standard

Additional Evaluator Comments: _____

Employee Comments: _____

Formal Evaluation Summary Rating

___ Meets Standards ___ Progress Evident ___ Progress Not Evident ___ Unsatisfactory

After seven years of employment, evaluation will be due every five years, unless otherwise requested.

Please check one of the following:

Recommended Evaluation in:

☐ **Two Years**

☐ **Five Years**

Special note: For details regarding the areas noted above, see the "California Standards for the Teaching Profession: A Description of Professional Practice for California Teachers," July 1997. All Standards, with the exception of 6.6 are taken from the "California Standards for the Teaching Profession: A Description of Professional Practice for California Teachers", July 1997

Evaluator's Signature

Date

Employee's Signature

Date

Handwritten:
Cay 8/1/21
3/3/22
(initials)

PALERMO UNION SCHOOL DISTRICT
2021-22 CHILD DEVELOPMENT PROGRAMS SALARY SCHEDULE

CLASS	POSITION		1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR
I	Teacher (Without AA and/or BA)	Hourly	20.19	20.81	21.49	22.21				
II	Site Supervisor	Hourly	20.19	20.83	21.55	22.26	22.97	23.64	24.38	25.09
Vacation (Same as Classified) 1-6 Years - 1 Day Per Month 7-10 Years - 1.25 Days Per Month 11-14 Years - 1.50 Days Per Month 15 + Years - 1.67 Days Per Month			Longevity Schedule 9-12 Years - 3% of Salary 13-15 Years - 6% of Salary 16-18 Years - 9% of Salary 19-21 Years - 12% of Salary 22-24 Years - 15% of Salary 25 + Years - 18% of Salary							
Holidays (Same as Classified)										
AA in ECE			\$505 Above Base Salary							
BA in ECE			\$1,003 Above Base Salary							

ATTACHMENT C

Certificated bargaining unit positions; STRS Retirement Program; 8 hours to be considered a full FTE; Educational stipends will not be prorated; longevity stipends will be prorated. Staff members will have certificated medical and life benefits. Workday based on 8 hour day. Effective 4/1/01. "Y-rated" (grandfathered) personnel: Barbara Allen.

21 22 Child Development Salary Schedule - Bd

Qad 8/1/21
 3/3/22
 (Signature)

ATTACHMENT D

**Palermo Union School District
Personal Necessity Leave**

I have read Article XIII, Section E of the Agreement between the Palermo Union School district and the Palermo Teachers Association and verify that my absence on _____, 20____
Meets the definition of Personal Necessity Leave.

Teacher Printed Name

Teacher Signature

Date

Handwritten: 8/1/21
3/3/22
(Signature)

Attachment E - Stipend Schedule

Palermo Union School District

EXTRA DUTY AND HOURLY ASSIGNMENTS 21/22

Funded

EXTRA DUTY ASSIGNMENT	NAME	TOTAL AMOUNT	MONTH OF PROCESSING PAYMENT	FUNDED	UNFUNDED	FILLED/UN FILLED	Number of Positions
Yearbook Advisor 6,7,8		\$1,848	JUNE				
After School Tutors Honcut		\$43.31	MONTHLY (3-4 hours weekly)	X			1
Honcut Teacher in Charge	Heidi Butler	\$1,835	MONTHLY	X		FILLED	1
Volleyball / 6	Mark Coleman	\$1,070	UPON COMPLETION	X		FILLED	1
Golden Hills - Volleyball - SPORIT	Rebekah Zarzynski	\$1,128	UPON COMPLETION	X		FILLED	1
Cross Country/Girls on Run / Wilcox	Victoria Brothers	\$1,070	UPON COMPLETION	X		FILLED	1
Cross Country/Heart and Sole/Palermo	Kelsi Greathouse	\$1,070	UPON COMPLETION	X		FILLED	1
Cross Country/Heart and Sole/Palermo		\$1,070	UPON COMPLETION	X		FILLED	1
Basketball (Girls) - 5	Ken D'Arezzo	\$1,128	UPON COMPLETION	X		FILLED	1
Basketball (Girls) - 6	Mark Coleman	\$1,128	UPON COMPLETION	X		FILLED	1
Basketball (Boys) - 5	Ken D'Arezzo	\$1,128	UPON COMPLETION	X		FILLED	1
Basketball (Boys) - 6	Mark Coleman	\$1,128	UPON COMPLETION	X		FILLED	1
Basketball (Boys) - 7	Will Smithy	\$1,777	UPON COMPLETION	X		FILLED	1
Basketball (Boys) - 8	Will Smithy	\$1,777	UPON COMPLETION	X		FILLED	1
Basketball (Boys) - 7/8	Will Smithy	\$1,260	UPON COMPLETION	X		FILLED	1
Track/4,5 or Competitive Soccer 4,5	VACANT	\$1,070	UPON COMPLETION	X		FILLED	1
Music Director	Scott Grigoruk	\$1,067	DEC/JUNE	X		FILLED	1
Student Body Advisor 6,7,8	Kelsi Greathouse	\$1,891	JUNE	X		FILLED	1
Student Body Advisor 4,5 or Yearbook Advisor 4-5	Chelsea Smith	\$711	JUNE	X		FILLED	1
Drill Instructor		\$916	DEC/JUNE	X		FILLED	1
Site Technology Coord. Palermo	Will Smithy	\$1,470	DEC/JUNE	X		FILLED	1
Site Technology Coord. Golden Hills	Mary Tuato'o	\$1,470	DEC/JUNE	X		FILLED	1
Environmental Camp	5 Staff Members	\$261/night +\$104/Non-Lead teacher and \$416/Lead teacher (when appointed by site admin.)	UPON COMPLETION	X		FILLED	5
Home Hospital Teacher	As Needed	\$43.31	MONTHLY	X		FILLED	
Short Term Independent Study Coordinator	Stephanie McCoy Palermo Lindsay Dailey Helen Wilcox Lindsay Dailey Golden Hills	Individual Teacher's Hourly Rate	MONTHLY	X		FILLED	3
After School Tutors Golden Hills	Caitlin Webb Chris Sharp Brianna Corkin Rebekah Zarzynski Chelsea Smith	\$43.31	MONTHLY (3-4 hours weekly)	X		FILLED	8

DISTRICT PERSONNEL SALARY STIPEND

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3/3/22

Attachment E - Stipend Schedule
Palermo Union School District
EXTRA DUTY AND HOURLY ASSIGNMENTS 21/22

After-School Tutors Palenno	Joey McCoy Sara Smock Andy McCoy Lisa Baker Janet Furr-Kalpakoff Frank Maturino Will Smithley Dyanne Fraga Melanie Fox Seth Davis Jesus Gomez	\$41,311	MONTHLY (3-4 hours weekly)			FILLED	14
Chess Club Advisor Palenno	Joey McCoy/Seth Davis	\$728	UPON COMPLETION	X		FILLED	1
Volleyball / 7	Kristina Warner	\$1,260	UPON COMPLETION	X		Vacant	1
Volleyball / 8	Kristina Warner	\$1,260	UPON COMPLETION	X		Vacant	1
Cross Country/Girls on Run/Golden Hills	Vacant	\$1,070	UPON COMPLETION	X		Vacant	1
Basketball (Girls) - 7	Kari Parks-Gendreau	\$1,777	UPON COMPLETION			Vacant	1
Basketball (Girls) - 7/8 (B Team)	Jesus Gomez	\$1,260	UPON COMPLETION	X		Vacant	1
Basketball (Girls) - 8 (A Team)	Kari Parks-Gendreau	\$1,777	UPON COMPLETION			Vacant	1
Chess Club Advisor Golden Hills	Vacant	\$728	UPON COMPLETION	X		Vacant	1
Teacher Induction Support Provider	2 district funded, 5 grant funded by BCOE	\$1,873	MAY (regular)	X			2
Cal-Teach Year-long Residency Teacher Prep Program		\$1,040	DEC/JUNE	X			10

Unfunded

PAK Joint Committee		\$0	JUNE		X		
CDS Teacher in Charge		\$1,835	MONTHLY		X		
Helen Wilcox - TBD - SPORT		\$1,070	UPON COMPLETION		X		2
Palenno - TBD - SPORT		\$1,260	UPON COMPLETION		X		2
Palenno School Sports & PE Coordinator		\$1,835	UPON COMPLETION		X		
Student Body Advisor 2,3		\$710	JUNE		X		
Site Technology Coord. Helen Wilcox		\$1,470	DEC/JUNE		X		
Enrichment Program Teacher - PA		\$1,144	PER TRIMESTER				
Enrichment Program Teacher - HW		\$1,144	PER TRIMESTER				
Enrichment Program Teacher - GH		\$1,144	PER TRIMESTER				

The stipends listed on the stipend schedule, except as otherwise noted on the stipend schedule shall be adjusted annually by the percentage cost-of-living salary adjustment agreed to by the parties.

20 21 Stipend Salary Schedule -

Revised 8/2021

DISTRICT PERSONNEL SALARY STIPEND

Palermo-PTA Agreement July 1, 2021 – June 30, 2024

Revised 8/2021

*Agred 8/11/21
3/3/22*

Memorandum of Understanding
Between
Palermo Union Elementary School District
And
Palermo Teachers Association

RE: **New Bargaining Unit Member Basic Orientation Information**
(Implementation of Chapter 21, Stats. 2017 (AB 119))

- A. Purpose: The purpose of this Article is to comply with the provisions of Chapter 21, Stats. 2017 (AB 119) regarding the Association's right of access to specified information for new employees, access to orientation sessions with new employees, as well as provision of information regarding current employees.
- B. New Bargaining Unit Orientation/Onboarding Sessions
1. The District will provide to the Association President and to the Association designee advanced written notice of the date, time and location via email or certified mail of all new Bargaining Unit Member orientation/onboarding sessions. For the annual orientation/onboard session(s), the District will provide such notice to the Association no less than twenty-one (21) calendar days prior to the orientation/onboarding session(s). For other orientation/onboarding sessions that may occur throughout the year, such notice of the date, time and location shall be provided to the Association with as much notice as possible, but no less than ten (10) days prior to the new bargaining unit member orientation/onboarding session. In the event the District is unable to comply with the stated amount of advanced notice due to an urgent need critical to the employer's operations, the Association will be provided as much notice as possible.
 2. In the event the new bargaining unit member orientation/onboarding session takes place during a normal contractual work day, one Association representative will be provided released time, without loss of compensation, to attend the orientation/onboarding session. If such release is not feasible, the District will work with the Association to reschedule an Association orientation meeting with the new hire(s). The Association shall inform the District in advance of its designated representative.
 3. During all new bargaining unit orientation/onboarding sessions, the Association will be provided at least sixty (60) minutes of uninterrupted time without the presence of District staff to communicate with the new Bargaining Unit Member(s). Such time shall not be placed at the end of a session day unless the Association requests to be placed at the end of the agenda.
 4. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding sessions and will have access to District audio visual equipment for Association presentations. The

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3/3/22
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Association will provide the district two working days' notice of the audio visual equipment needed for the orientation, unless timelines are shortened due to an urgent need critical to the employer's operations.

- C. Within thirty days of hiring a new bargaining unit member, the District will provide the following information to the Association president in digital Excel format and hard copy, sorted by seniority date:
1. Name
 2. Home address
 3. Phone numbers: work, home, cell
 4. Personal (non-District) email address
 5. School site
 6. Grade Level/Assignment
 7. Date of Hire
 8. Seniority date (defined as first date of paid service in a probationary position)
 9. Full-time equivalent status
 10. Employment status (i.e., probationary, permanent, temporary, etc.)
 11. Type of credential(s) (i.e., clear, preliminary, short-term staff permit, provisional intern permit ["PIP"] or college internship, etc.)
- D. In addition, on the last working day of August, November, February, and May, the District will provide to the Association president the following information in **digital Excel format** for all bargaining unit members:
1. Name
 2. Home address
 3. Phone numbers (work, home and cellular)
 4. Personal (non-district) phone number
 5. School site
 6. Grade Level/Assignment
 7. Date of Hire
 8. Seniority date (defined as first date of paid service in a probationary position)
 9. Full-time equivalent status
 10. Employment status
 11. Type of credential (i.e., clear, preliminary, short-term staff permit, provisional intern permit ["PIP"] or college internship, etc.)
 12. Indication of any Bargaining Unit Member on Leave of Absence
 13. Indication of whether the District is deducting dues for membership in the Association

E. Grievance Procedures

This MOU is subject to Article XII – Grievance Procedure.

This MOU is entered into this ____ day of _____, 2018 and shall remain in effect until incorporated into the parties' collective bargaining agreement. This MOU, as written, shall be incorporated into Article X: Association Rights of the parties collective bargaining

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3/3/22

agreement effective the next 2018-19 Tentative Agreement that is ratified by both parties.

B. Caplan
For the District
6/5/18
Date

Alfaro
For the Association
6/5/18
Date

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Adm 8/1/21
3/3/22

ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement represents the entire agreement between the District and the Association and supersedes all prior agreements and cancels all previous agreements, verbal or written or based on alleged past practices between the parties. It shall also continue in full force and effect until midnight June 30, 2024.
- B. The District and the Association have settled negotiations for the 2020-21 school year. In 2021-22, 2022-23, and 2023-24 each party may reopen negotiations on three articles of the Agreement, in addition to Article XIV Compensation which will be an automatic reopener.
- C. Not later than October 1st of the calendar year in which this Agreement expires, the parties shall meet and negotiate in good faith on negotiable items subject to the completion of the law's public notice requirements. Any agreement reached between the parties shall be reduced to writing and signed by both parties.
- D. Upon ratification of this agreement by each party, the District shall prepare a new Master Agreement for review and execution by the parties.

PALERMO UNION ELEMENTARY SCHOOL
DISTRICT

PALERMO TEACHERS ASSOCIATION
CTA/NEA

By Kathleen Andie-D'Amico
Superintendent

By Alfonso
Negotiations Chair

Date: 3/25/22

Date: 3/25/22

Ratified by Palermo Teachers Association on 3/7/22

Ratified by the Board of Trustees of Palermo Union Elementary School District on 3/9/22