

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF PALMDALE SCHOOL DISTRICT

and

THE PALMDALE ELEMENTARY
TEACHERS ASSOCIATION
CTA/NEA

July 1, 2021 through June 30, 2024

39139 N. Tenth Street East

Palmdale, CA 93550

(661) 947-7191

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ARTICLE I
RECOGNITION

- 1.1 The Board recognizes the Palmdale Elementary Teachers Association as the exclusive collective bargaining agent for the purpose of meeting and negotiating of all certificated employees of the District, excluding management, confidential and supervisory employees, as defined in the State Government Code.
- 1.2 Management is defined as an employee in a position having a significant responsibility for formulating district policies or administering programs.
- 1.3 INCLUDE: All certificated personnel, including all Palmdale Academy Charter School (PACS) certificated personnel.
- 1.4 EXCLUDE: Management, confidential, supervisory employees, Health Services Coordinator, Educational Technologist, Special Education Program Specialist and daily substitute teachers.

ARTICLE II
AGREEMENT

THIS AGREEMENT, made and entered into July 1, 2021, with all changes to become effective July 1, 2021, by and between the Governing Board of Trustees of the Palmdale School District, whose address is 39139 Tenth Street East, Palmdale, California, hereinafter referred to as the “District” and the local Association, also known as the Palmdale Elementary Teachers Association, CTA/NEA whose address is 1027 West Lancaster Boulevard, Lancaster, California, hereinafter referred to as the “Association” and includes all of the following articles and provisions.

ARTICLE III
DEFINITIONS

The District and Association agree that the following definitions shall be utilized in the interpretation of this Agreement:

1. Board of Trustees – An agency of the state for governance and management of the District.
2. Days – Shall mean any day on which the central administrative office of the District is open for business.
3. District – Synonymous with Employer and Board of Trustees.
4. Unit Member – One who works for the District and is represented by an exclusive representative as defined by Government Code Section 3540 (hereinafter “exclusive representative”).
5. Employer – The District who employs the services of those employees represented by an exclusive bargaining unit.
6. Immediate Family – The unit member’s spouse/registered domestic partner and the following family members of either party: mother, father, son, daughter, brother, sister, daughter-in-law, son-in-law, grandmother, grandfather, grandchild or any relative living in the immediate household, or any adult who has had the primary responsibility for raising or care of the employee.
7. Immediate Supervisor – A line or staff officer of the District to whom an employee represented by an exclusive bargaining agent or unit is immediately accountable.

8. Actual Teaching Day – Any day a unit member is involved in their regular assignment (i.e. classroom teaching), school business, conferences, teacher orientation and in-service.
9. Minimum Day – A school day that does not exceed two hundred forty (240) instructional minutes. The minimum day for SDC Preschool teachers shall not exceed 240 instructional minutes, including both morning and afternoon sessions.
10. 1/7 Teaching Assignment – any unit member who volunteers to teach an additional period in lieu of a planning/preparation period.
11. Actual Teaching Year – Seventy-three percent (73%) of actual teaching days.
12. Intercession – Any program occurring outside the regular school day and/or school year, supervised by certificated staff or board-approved consultant.
13. Summer School – Any program offered outside the school year supervised by certificated staff or board-approved consultant.
14. School Year – The first day teachers are back, extending to the last student day of attendance, inclusive of weekends.
15. Planning/Preparation Time – A student-free period for professional assignment-related work.
16. Combination Class – General education class made up of students from more than one grade level.
17. Elementary School – any school that offers TK-5, or TK-8 grades only. For purposes of this contract, Palmdale Learning Plaza will operate as an IB Primary Years (PYP) for K-5 and IB Middle Years Program (MYP) for 6-8.

18. Middle School – any school that offers any combination of grade levels 6, 7, 8 only excluding TK-8 schools.
19. Conference Time – A non-instructional period of time set aside for Resource Specialist Program (RSP), Language and Speech Specialist (LSS), and Adapted Physical Education (APE) teachers to provide direct and indirect services and support associated with the assignment.
20. Call Out – A District initiated request for the services of the PETA President beyond the contracted work year.
21. Caseload – the number of students who are provided direct services.
22. Workload – refers to all activities required and performed by the school-based service provider. This includes the caseload (e.g., number of individual students served), but also refers to all activities that are necessary and important to support students' educational programs, implement best practices for school psychological services, ensure compliance with educational mandates, and fulfill the responsibilities that are associated with working in a school setting.
23. Crisis – an event or circumstances involving a student or students severe enough to keep a psychologist past their contracted work day; including but not limited to suicide, grief counseling, suicide risk, threat assessment, etc.
24. Grading Period – Duration of one semester.
25. Teachers on Special Assignment (TOSA) – A Certificated employee assigned to a special program. These positions can include International Baccalaureate (IB) Coordinator, Learning Support Teacher (LST), MSAP Support Teacher (MST),

and Instructional Coach (IC). These Certificated employees do not have a preparation period and will not be considered for period subbing.

26. Support Classes – Inclusive of Math Support, Read 180 and English Learners Development classes at Middle Schools.
27. Co-Teaching-Special Education Model - Having two teachers, one general education and one special education teacher in the classroom, who co-plan, co-instruct, co-assess and co-evaluate their diverse students to implement curriculum in an inclusive setting.

ARTICLE IV
COMPENSATION

Salary Schedule

4.1 The Association and the District agree that there shall be a salary schedule composed of four (4) columns: A, B, C, D, Column A shall have ten (10) steps; Column B shall have eleven (11) steps; Column C shall have thirteen (13) steps; Column D shall have thirteen (13) steps.

4.2 The Association and the District agree to the following classification requirements:

Class A Appropriate Credential, Bachelor's Degree

Class B Appropriate Credential, Bachelor's Degree plus forty-five (45) subsequent upper division semester units or forty-five (45) graduate semester units, M.A. or M.S. degree.

Class C Appropriate Credential, Bachelor's Degree plus sixty (60) subsequent upper division semester units or sixty (60) graduate semester units, M.A. or M.S. degree plus fifteen (15) subsequent upper division semester units or fifteen (15) graduate semester units.

Class D Appropriate Credential, Bachelor's plus seventy-five (75) subsequent upper division semester units or seventy-five (75) graduate semester units, M.A. or M.S. degree plus thirty (30) subsequent upper division semester units or thirty (30) graduate semester units.

Coursework

The Association and the District agree that the coursework shall be subject to evaluation according to the following criteria:

- 4.3 All coursework taken after completion of the B.S. or B.A. degree shall be applicable for placement on the salary schedule.
- 4.4 Credits received for student teaching, after receipt of the B.A. or B.S. degrees, shall be applicable as credits for salary advance beyond the B.A. or B.S. degrees.
- 4.5 The Association and the District agree that professional level courses not classed as upper division or graduate level courses may be accepted for salary credit, subject to approval by the District. The unit member shall make written request for prior approval of such courses and shall state how the course(s) shall directly help him/her to become a more able teacher. The District shall render a written decision within ten (10) working days following the regularly scheduled meeting, which shall be held on the last Tuesday of each month and that decision shall be final. If course approval is denied, the District shall supply an explanation included in the written decision.
 - a. For School Nurses, in addition to maintenance of a Health Services Credential, unit requirements for the Registered Nurse (RN) required to complete professional growth workshops/in-service (coursework) for re-certification as an Active California RN shall be credited as follows:
 1. Unit member must get prior approval from the Director of Health Services of such coursework.
 2. Coursework must be registered with Board of Registered Nurses (BRN) and must have a BRN number assigned to it.

3. Coursework for advancement cannot be district paid or completed more than once during the course of employment with the District.
4. Fifteen (15) contact hours is equal to one semester unit applicable to advancement on the Nurse salary schedule.
5. Coursework cannot be used for initial salary placement, only for advancement.

Units of Credit

- 4.6 Units of credit shall be converted to semester hours; quarter units of credit shall be converted to semester hours by multiplying the number of quarter units by two-thirds ($2/3$).
- 4.7 Units for salary advancement beyond Class A must be earned after the completion of the B.A. or B.S. degrees. Unit members may verify the date when B.A. or B.S. degree requirements have been completed by having the college or university certify, by letter, that a unit member has completed all requirements for the degree on the specific date the last course was completed.
- 4.8 In order to be applicable toward salary placement, all units must be earned from a regionally accredited college or university as recognized by the California Commission on Teacher Credentialing.

Column Change

- 4.9 Column changes shall be permitted twice a school year; this change shall occur on July 1 and/or February 1.

Units for Salary Advancement

- 4.10 The Association and the District agree that units taken between July 1 and June 30 shall be applied toward salary advancement.
- 4.11 The Association and the District agree that unit members intending to advance on the salary schedule must file with the Certificated Human Resources Office a written notice of intent on or before March 15 each year. If the necessary units are not earned, the unit member(s) may not move until giving written notice of intent by the following March 15.

Initial Step Placement

- 4.12 The Association and the District agree that unit members shall be granted all years of teaching experience credit for service beginning July 1, 2007, for prior full-time paid public or private school teaching experience when initially being placed on the salary schedule. Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. Experience must be with an accredited school, if that school is other than a public school.

Nurses shall be granted all years of credit for prior full-time, paid service that required the possession of a valid Registered Nurse License.

Language Speech Specialists shall be granted credit for eligible years of prior full-time paid service that required the possession of a Language Speech Bachelor/Master of Arts or Sciences degree or other degrees and certification authorizing service in private practice or the appropriate credential beginning July 1, 2003. Adapted P.E. Teachers shall be granted credit for eligible service requiring the appropriate credential beginning July 1, 2003. School Psychologists shall be granted credit for eligible years of prior full-time service requiring the appropriate credential beginning July 1, 2015.

Effective July 1, 2015, a three thousand dollar (\$3,000) one time signing/transfer bonus shall be awarded to persons that hold an appropriate preliminary credential in the following positions: Adapted Physical Education, Deaf and Hard of Hearing (DHH), Special Day, Resource, Language/Speech, and BCLAD Certificate holders. Effective April 1, 2000, a three thousand dollar (\$3,000) one time signing/transfer bonus shall be awarded to persons that hold an appropriate credential authorizing service as a school psychologist. Transfer bonus applies to permanent unit members. Unit members must serve in the position for a minimum of three (3) years. Unit members not completing three (3) years shall repay a prorated portion of signing/transfer bonus, not to exceed one thousand (\$1,000) per year.

Effective July 1, 2015, a three thousand dollar (\$3,000) one time signing/transfer bonus shall be awarded to persons that hold an appropriate preliminary credential in the following positions: Language Arts, Math, Social Studies, Science, and Physical Education. Transfer bonus applies to permanent unit members. Unit members must serve in the position for a minimum of three (3) years. Unit members not completing three (3) years shall repay a prorated portion of signing/transfer bonus, not to exceed one thousand (\$1,000) per year. The District and the Association agree that when an employee is eligible to move from one (1) salary schedule to another for promotional/career advancement purposes, his/her current pay rate shall not be jeopardized.

- 4.13 Unit members must have a minimum of one hundred forty (140) actual teaching days per year in public or private school teaching service outside the District for each year of prior service which is to be counted for determining initial placement.

- 4.14 The Association and the District agree that one (1) year experience credit shall be allowed for honorable military service.
- 4.15 Effective July 1, 2022, the Association and the District agree that Palmdale School District Early Childhood Educators who acquire a certificated teaching credential and have worked more than two (2) years as a certificated teacher in the Palmdale School District ECE or Head Start program then subsequently move directly to a non-ECE or non-Head Start teaching salary schedule(s) shall be credited with two (2) years of teaching experience when initially placed on the Non-ECE or Non-Head Start certificated salary schedule.

Advancement

- 4.16
- a. Upon receipt of two (2) consecutive unsatisfactory evaluations; a unit member shall not advance on the salary schedule.
 - b. The Association and the District agree that a minimum of seventy-three percent (73%) of actual teaching days within the District shall be required to count as a year of service for salary credit advancement. Paid sick leave days, not to exceed one (1) day per eighteen (18) contracted working days, shall count toward meeting the seventy-three percent (73%) of actual teaching days.
 - c. The Association and the District agree that the District shall only be held responsible for information given to a unit member in writing by the Human Resources/Payroll office.
 - d. Effective July 1, 2000, unit members who work in a District-approved job share arrangement or part-time assignment shall be eligible for one (1) salary step

advancement when accumulated service in consecutive years reaches seventy-three percent (73%) of the actual teaching year of a full-time unit member and performs the full assignment.

Return Rights

- 4.17 Permanent status employees who leave the District's employ and who return within thirty-nine (39) months from the last paid service shall be granted credit for those years they had served before leaving the District.

Home Teacher Salary

- 4.18 The Association and the District agree that unit members assigned as home teachers shall be compensated at the current extra duty rate of pay.

Summer School Daily Rate

- 4.19 Members of the bargaining unit teaching summer school shall be remunerated at three fourths (3/4) of their daily rate on the salary schedule then in effect at the time summer school services are actually rendered.

Compensation: Extra Curricular Activities

- 4.20 The Association and the District agree on the following schedule for unit members who provide service in addition to their professional assignment to be paid at the indicated rate or factor of Column A, Step 1 of the 186-day certificated salary schedule:
- a. Four (4) volleyball teams at a factor of 0.030.
 - i. One (1) season (Minimum of forty [40] hours per team)
 - ii. Minimum of eight (8) scheduled games and one (1) tournament
 - b. Four (4) basketball teams at a factor of 0.030.
 - i. One (1) season (Minimum of forty [40] hours per team)

- ii. Minimum of eight (8) scheduled games and one (1) tournament
- c. Two (2) track teams at a factor of 0.023.
 - i. One (1) season (Minimum of thirty [30] hours per team)
 - ii. Minimum of two (2) track meets
- d. Cheerleader Advisor at a factor of 0.038 (One [1] stipend per year)
 - i. Minimum fifty (50) hours
 - ii. Full school year
 - iii. Minimum of ten (10) scheduled games or events
- e. Drill Team at a factor of 0.038.
 - i. Minimum fifty (50) hours
 - ii. Full school year
 - iii. Minimum of ten (10) scheduled games or events
- f. Four (4) soccer teams at a factor of 0.030.
 - i. One (1) season (Minimum forty [40] hours)
 - ii. Minimum of eight (8) scheduled games and one (1) tournament
- g. Referee intramural athletic events at extra duty pay rate per game.
- h. Yearbook Advisory at a factor of 0.030.
 - i. Minimum of forty (40) hours
- i. Student Government Advisory will be compensated at:
 - i. A flat rate of two thousand seven hundred fifty (\$2,750) for Middle and K-8 Schools (Minimum of sixty (60) hours)
 - ii. Extra Duty rate of pay per negotiated salary schedule for TK-5 Schools (Minimum of thirty (30) hours)

- j. District Athletics Liaison – shall be paid an annual stipend of five thousand dollars (\$5,000) paid tenths. PETA unit members shall have priority for the District Athletics Liaison. Annual duties shall include supporting the District wide athletic program and Site Athletic Coordinators.
- k. Site Athletics Coordinator (one [1] per each K-8 and Middle School) - shall be paid an annual stipend of one thousand, three hundred fifty dollars (\$1,350) paid tenths. It is agreed that unit members at each K-8 and Middle School site shall have priority for Site Athletics Coordinator.
 - i. Minimum thirty (30) hours
 - ii. Full school year

4.21 The Association and the District agree that unit members serving in special assignment areas shall be paid at the indicated rate or indicated factor of Column A Step 1 of the 186-day certificated salary schedule when the factored amount is greater than the indicated amount excluding Early Childhood Education (ECE):

- a. Early Childhood Education Lead Teachers – shall be paid an annual stipend of six hundred fifty dollars (\$650) or at a factor of 0.023 of Column 4, Step 1 of Schedule F whichever is greater. Any unit member assigned lead teacher responsibilities for five (5) or more classrooms shall be paid an annual stipend of eight hundred dollars (\$800) or at a factor of 0.029 of Column 4, Step 1 of Schedule F whichever is greater. ECE teachers shall receive mileage reimbursement in accordance with the IRS rate.
- b. Bi-Literacy Teachers (Inclusive of Newcomer Program and ECE Bi-Literacy Teachers) – shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.

- 1) In addition to 4.20 b., a unit member in a position requiring BCLAD/BCC Authorization or District-determined competency equivalency shall be paid an annual stipend of one thousand dollars (\$1,000), or factor of 0.020.
- c. International Baccalaureate (IB) Teachers – Any unit member assigned to an IB designated site and/or IB designated program shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.
- d. Special Day Class Teachers (SDC) inclusive of Early Childhood Special Education (ECSE) and Deaf and Hard of Hearing (DHH) Teachers – shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.
- e. Adapted Physical Education (APE) – shall be paid an annual stipend of five thousand dollars (\$5,000) or at a factor of 0.101 upon possession of an appropriate clear credential for that position.
- f. Combination Classes (Inclusive of the Dual Immersion Schools as Applicable) – any unit member assigned to a combination class, or Dual Immersion teacher who teaches more than one grade level within a partnership, and teaches the class at least fifty percent (50%) of the grading period, shall be paid a stipend of one thousand dollars (\$1,000) or at a factor of 0.020 per final grading periods.
- g. ECE State Preschool and ECE Head Start Double Session Teachers – shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.023 of Column 4, Step 1 of Schedule F whichever is greater.
- h. Language and Speech Specialist – support providers shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.

- i. Language and Speech Specialist – any unit member enrolled in a Language and Speech Specialist Credential Program and serving as a Language and Speech Specialist shall be reimbursed up to eight thousand dollars (\$8,000) each school year for successful completion of required course work in a Language and Speech Specialist Credential Program. Upon receipt of the appropriate credential, the unit member receiving said reimbursement must commit to three (3) years of service to the Palmdale School District as a credentialed Language and Speech Specialist pending an available position. Any unit member not fulfilling the three-year commitment shall repay the District for said reimbursement upon separation from the District.
- j. Language and Speech Specialist Liaison – shall be paid an annual stipend of two thousand dollars (\$2,000) or at a factor of 0.040.
- k. Math Teachers – any unit member that has a credential in Math and teaches that subject for more than 50% of the day shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.
- l. Science Teachers – any unit member that has a credential in Science and teaches that subject for more than 50% of the day shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.
- m. Yellen Teachers – any unit member assigned to Yellen Learning Center shall be placed on the CDS/Autism/Yellen Salary Schedule. (See attached).
- n. Teachers at Middle Schools – any general education unit member assigned to teach at a Middle School, inclusive of Palmdale Learning Plaza MYP Physical Education

- Teacher and Special Education providers co-teaching three (3) or more periods, shall receive a two thousand fifty-one dollars (\$2,051) annual stipend.
- o. Autism Program Teachers – any unit member assigned to an Autism Program class shall be placed on the CDS/Autism/Yellen Salary Schedule. (See attached).
 - p. Community Day School (CDS) Teachers - any unit member assigned to a CDS class shall be placed on the CDS/Autism/Yellen Salary Schedule. (See attached).
 - q. Extra duty shall be compensated at forty-five dollars (\$45) per hour effective January 1, 2022.
 - r. Bilingual Psychologists and Bilingual Language Speech Specialists – shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020 and shall assess for Language Acquisition for English Learner Students. When an assessment is deemed necessary and that student is not on the bilingual Psychologist's or bilingual Language Speech Specialist's workload there will be an equal trade off of workload. A District-determined bilingual competency assessment may be required to receive this stipend.
 - s. Psychologist Support Provider – shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.
 - t. Psychologist Liaison – shall be paid an annual stipend of two thousand dollars (\$2,000) or at a factor of 0.040.
 - u. Crisis Event – shall be compensated at the extra duty rate of pay.
 - v. Doctorate Stipend – a doctorate stipend earned from a regionally accredited college or university as recognized by the California Commission on Teacher Credentialing – shall be paid an annual stipend of three thousand, five hundred dollars (\$3,500).

- w. National Board Certification– as recognized by National Board for Professional Teaching Standards, National Association of School Psychologists, National Association of School Nurses, and ASHA Certification for Speech-Language Pathologists shall be paid an annual stipend of one thousand, five hundred dollars (\$1,500).
 - x. Department/Grade Level “Leadership Team”– shall be paid an annual stipend of one thousand dollars (\$1,000) or at a factor of 0.020.
 - y. Professional Development opportunities shall be compensated at the extra duty rate of pay for a maximum of six (6) hours per day.
- 4.22 It is agreed that unit members shall have priority for the aforementioned stipends.
- 4.23 From July 1, 1999 forward, potential candidates must possess a Cross-cultural Language and Academic Development certification (CLAD), BCLAD, or SDAIE, SDAIE is a Certificate of Completion of Staff Development in Specially Designed Academic Instruction Delivered in English and/or English Language Development per CTC coded correspondence 97-9712. Candidates who do not meet these criteria must show proof of enrollment in a program leading to certification and obtain the certification within two (2) years of employment or prior to March 15 of the second year as a probationary teacher.
- 4.24 Unit members shall receive 12 month pay. Unit members shall annually sign a disclosure statement specifying the ramification of pay without days worked. All new hires, as of July 1, 2010 pay cycle shall commence with the first day of service rendered and shall receive 12 month pay. Psychologists hired prior to July 1, 2015 shall receive 12 month pay, with the exception of School Psychologists, who shall receive 12 month pay.

Effective July 1, 2019, all Certificated unit members enrolled in the California State Teachers Retirement System (CalSTRS) shall receive 12 month pay.

4.25 The Association and the District agree to a joint budget review each school year.

EMPLOYEE BENEFITS

4.26 Effective October 1, 2022, the District's total contribution to a unit member for all health and welfare benefits, including medical, dental, vision, and life insurance shall not exceed \$19,000 annually (District Maximum Annual Contribution). Commencing October 1st, 2022, the District Maximum Annual contribution will increase by \$225 annually on October 1st every year for health and welfare benefit premiums. Any sums in excess of the District Maximum Annual Contribution shall be paid by the unit member through 10-month payroll deduction (Member Annual Contribution).

The District agrees to offer to each unit member one (1) of the following health care options listed in the appendix which shall be reviewed and updated per PETA's agreement annually. Changes from one (1) option to another must be made during the open enrollment period or when an employee experiences a qualified life event (QLE), thus being eligible to make plan changes during a Special Enrollment period. These plans can be found in the Appendix of this Collective Bargaining Agreement.

Each of the plans listed in the appendix shall include the following:

Delta Dental Basic with \$2,000 Annual Maximum	Prosthodontics 70/80/90/100%
Orthodontia Children 50/50 \$1,000 Lifetime Maximum	VSP – Plan C (\$15 Deductible) 2 nd Pair of Glasses (\$20 Deductible) Life Insurance, \$135,000 Face Value

The amount of Life Insurance for all active full-time employees will reduce:

- 8% upon the person's attainment of age 65
- an additional 8% of the original amount at age 66
- an additional 8% of the original amount at age 67
- an additional 8% of the original amount at age 68
- an additional 8% of the original amount at age 69
- an additional 8% of the original amount at age 70
- an additional 8% of the original amount at age 71

Benefits will terminate at age 99.

- 4.27 The District and the Association further agree that both parties shall make a strong commitment to pursue cost savings through an employee/employer retirement health benefit plan and trust.
- 4.28 The District obligations are defined as a limited to the payment of the annual cost of the premiums as set forth in 4.25 above for the plan specified.
- 4.29 A qualified participant shall be any unit member described in Article I who is employed a minimum of forty (40) hours in any consecutive two (2) week period.
- 4.30
- a. The District shall provide unit members the cost of the premiums as set forth in Article 4.25 of the District health benefit plan for a unit member and dependents whose employment in the District is terminated by retirement or early retirement after reaching the fifty-fifth (55) birthday and who has completed ten (10) years of service, including paid leave, to the District, and coverage shall also be available for disabilitants so certified by State Teachers Retirement System, who meet the ten (10) year service requirement for this policy. Payment for this benefit shall continue until the retired unit member is age seventy (70) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age seventy (70).

Whenever a unit member is eligible for Medicare/medical benefits under this provision, a supplemental policy shall be provided by the District.

- b. The District shall provide unit members hired as of July 1, 2006 the cost of the premiums as set forth in Article 4.25 of the District health benefit plan for a unit member and dependents whose employment in the District is terminated by retirement or early retirement after reaching whose employment in the District is terminated by retirement or early retirement after reaching the fifty-fifth (55) birthday and who has completed fifteen (15) years of services, including paid leave, to the District, and coverage shall also be available for disabilitants so certified by State Teachers Retirement System, who meet the fifteen (15) year service requirement for this policy. Payment for this benefit shall continue until the retired unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age sixty-five (65).
- c. The District shall provide unit members hired as of July 1, 2006 the cost of the premiums as set forth in Article 4.25 of the District health benefit plan for a unit member and dependents whose employment in the District is terminated by retirement or early retirement after reaching the fifty-five (55) birthday and who has completed twenty (20) years of service, including paid leave, to the District, and coverage shall be available for disabilitants so certified by State Teachers Retirement System, who meet the twenty (20) year service requirement for this policy. Payment for this benefit shall continue until the retired unit member is age seventy (70) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age

seventy (70). Whenever a unit member is eligible for Medicare/medical benefits under this provision, a supplemental policy shall be provided by the District.

- d. Retirees as of July 1, 2008 shall receive:

Health benefits for the unit member plus one

Delta Dental Basic with

\$2,000 Annual Maximum

Prosthodontics 70/80/90/100%

VSP – Plan A (\$15 Deductible)

2nd Pair of Glasses (\$20 Deductible)

Any retired unit member shall be able to “buy up” to the benefit level they were receiving before retirement at the current offered rate.

If a retiree does not qualify for the premium benefit, then such retiree shall maintain the option of continued participation in the District’s health plan by reimbursing the District for the appropriate premium amounts.

- e. Unit members who have retired shall enroll in Medicare/medical by age sixty-five (65).

4.31 The District shall provide an IRC Section 125 Program.

ARTICLE V

LEAVES

General Provisions

- 5.1 It shall be the policy of the Palmdale School District to grant an unpaid or permissive leave of absence only when it is considered to be in the best interest of the District to do so. A leave of absence must have the approval of the Governing Board and it shall be established for a specific period of time. It shall not be granted to any individual who is leaving his/her assignment to accept a job considered by the District to be permanent in nature.
- 5.2 A unit member on leave of absence shall be reinstated in the same position, or in a comparable position, at the compensation and benefit levels he/she had attained at the time he/she left employment in the District, provided the unit member requests reinstatement by May 15.
- 5.3 A leave of absence from the Palmdale School District shall not be granted unless requested before March 15 preceding the school year for which the leave is requested except in emergency cases where the District decides that the circumstances involved justify special consideration.
- 5.4 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages and his/her entitled proportion of fringe benefits including, but not limited to, insurance and retirement benefits.
- 5.5 “Unpaid Leave of Absence” means that a unit member shall not be entitled to District paid wages or benefits while on leave. However, contingent upon approval with the insurance carrier, unit members on any unpaid leave of absence shall, at their own expense, be

permitted to participate in all insurance programs. Payment by the employee to be in a manner prescribed by the District.

Request for Paid Sick Leave or Injury Absence and Return

5.6 All members of the bargaining unit shall notify the District of absence as soon as the necessity to be absent becomes known to the unit member, but in no instance later than one (1) hour before the start time of the unit member. The unit member shall notify the District absence management system at 1-800-942-3767 or online. If the absence management system is unavailable, the unit member shall call 661-789-6542.

In the case that a unit member does not cancel a secured substitute and the unit member reports to work, the cost of the substitute shall be deducted from the unit member's pay, or the unit member shall opt not to work and to use one (1) day of sick leave. Should the substitute be utilized by the District, the unit member shall not be charged.

Illness Leave

5.7 Each unit member is entitled to one (1) day of paid sick leave for each eighteen (18) contracted working days, with full pay for personal illness or injury that is other than job incurred. The sick leave entitlement for the year shall be credited to the unit member at the beginning of the year. This sick leave, if not used, is accumulated from year to year with no limit.

a. Any unit member may donate up to five (5) of his/her own sick days per year to another unit member who has exhausted all paid leave. The unit member shall provide for this donation on the approved District form and it shall be submitted and approved by the District before the actual days are taken. The maximum number of days any employee may receive through donation annually shall not exceed thirty (30).

- 5.8 For any absences over four (4) consecutive working days in duration the District shall require and the unit member shall submit to the Office of Human Resources, a medical report from a licensed physician, licensed practitioner, or other verification acceptable to the District, stating the duration of illness and attesting that the unit member's health is such that regularly assigned duties may be resumed.
- 5.9 When a unit member has utilized all of his/her accumulated sick leave and still is absent from duties because of illness or accident for a period not to exceed five (5) school months the unit member shall receive the difference between his/her salary and the amount paid a regular substitute. The amount to be deducted shall be the same as the initial step on the District adopted substitute salary schedule.

Personal Necessity Leave

- 5.10 The total number of days allowed in one (1) school year for Personal Necessity Leave shall be deducted from accrued sick leave and shall not exceed seven (7) days.
- a. The seven (7) Personal Necessity Leave days accumulated by the unit member shall be designated as "no questions asked" days and no reason for absence shall be required.
- Personal Necessity days are referenced in Education Code 44981.
- 5.11 The days allowed shall be deducted from and may not exceed the number of full days of paid illness (sick) leave to which the unit member is entitled.

Bereavement Leave

- 5.12 Every member of the bargaining unit shall be entitled to necessary leave of absence, not to exceed three (3) days, nor not to exceed five (5) days if out-of-state travel or travel in excess of two hundred fifty (250) miles is required to attend services, on account of the death of any member of his/her immediate family.

5.13 No deduction shall be made from the compensation of any such unit member on account of such leave. Such leave, if taken, shall not be deducted from any other leave provided by law or the policies of this District.

5.14 “Members of the immediate family,” is defined in Article III.

Pregnancy Disability Leave

5.15 Female unit members are entitled to use sick leave for disabilities caused or contributed to by complication during pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability.

5.16 Any unused sick leave credit may be used by the employee for maternity/pregnancy purposes. Upon the exhaustion of all unused sick leave for the current year, a female employee who continues to be absent due to maternity/pregnancy disability shall be eligible for differential pay. (See section 5.9).

5.17 The length of maternity/pregnancy leave, the date of commencement thereof and the date of resumption of duties shall be determined by the unit member and her physician. The unit member must apply, in writing, prior to the commencement of such leave, on the appropriate District forms, for permission to use accumulated sick leave for maternity/pregnancy leave. In an emergency situation this prior approval requirement shall be waived. The unit member shall apply for permission to use accumulated sick leave for maternity/pregnancy leave within ten (10) working days after the emergency has passed. Failure to properly apply in writing on the appropriate District form for permission to use accumulated sick leave for maternity/pregnancy disability leave shall result in the unit

member being placed on an unpaid status during that time she is on leave for maternity/pregnancy, or complications there from.

Parental Leave (Child Bonding Leave)

5.18 As provided by Education Code section 44977.5 in accordance with Government Code 12945.2, unit members shall be entitled to parental leave as set forth in this section.

For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 work weeks.

When a unit member has exhausted all current and accumulated sick leave, and continues to be absent on account of parental leave, the unit member shall receive the difference between the unit member's salary and the amount paid a regular substitute for the remainder of the parental leave.

The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.

Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

Parental leave under this section runs concurrently with parental (child bonding) leave under the Government Code 12945.2. The total amount of parental leave taken

pursuant to Education Code 44977.5 may not exceed 12 work weeks in any 12-month period.

This section of the collective bargaining agreement shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

Industrial Accident and Illness Leave

5.19 Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one (1) fiscal year in accordance with Education Code Section 44984 and law. This leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence, and shall be reduced by one (1) day for each day or authorized absence regardless of a temporary disability indemnity award.

The substitute rate that the ECE teacher would pay as his/her differential while on medical leave would be fifty dollars (\$50) per day. Subsequently, his/her daily rate would be minus the fifty dollars (\$50) for the sub, and the remainder of the expense would be subsidized by the ECE Head Start budget.

5.20 A unit member who has sustained a job related injury or illness shall report such injury or illness to his/her immediate supervisor no later than the next scheduled work day following the occurrence of the injury or the onset of the illness or within twenty-four (24) hours of such knowledge.

5.21 Payment of wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the unit member's full day's salary. Industrial accident and illness leave shall be reduced by one (1) day for each day of

authorized absence regardless of a compensation award made under the Worker's Compensation. When an industrial accident or illness leave occurs at a time when the leave shall overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred.

- 5.22 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave under Education Code Sections 44978 and 44988 shall be used, and for the purposes of each of these Education Code Sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If, however, the unit member continues to receive temporary disability indemnity under the Worker's Compensation laws of the state at the time of the exhaustion of benefits under this section, the unit member may elect to take as much of the unit member's accumulated and available sick leave, which, when added to the Worker's Compensation award, results in a payment of not more than the unit member's regular salary. A unit member requesting Industrial Accident and Illness leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.
- 5.23 Upon complying with District medical leave release requirement and receiving District authorization to return to work, a unit member on Industrial Accident and Illness leave may be reinstated in a position in the same class without loss of status or benefits provided this position still exists.

5.24 During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

Judicial and Official Appearance Leave

5.25 A unit member covered by this Agreement shall be granted, without loss of compensation, leave for the purposes of regularly called jury duty, appearance as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the connivance or misconduct of the employee. Unit member shall give the District prior notice of a need to serve jury duty. The unit member shall notify the District Risk Management within forty-eight (48) hours upon receipt of a summons/subpoena to appear as a witness or litigant and shall provide a copy of the summons/subpoena to the District Risk Manager.

Legislative Leave

5.26 A unit member covered by this Agreement who has achieved permanent status within the District, and has been elected to the California State Legislature shall be granted a non-compensated leave for the full term of the legislative office to which the unit member had been elected. The unit member on such leave shall notify the District of the intended return date at least one academic term prior to return.

Military Leave

- 5.27 Every unit member employed by the District in a probationary or permanent position who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to be granted a military leave of absence.
- 5.28 The unit member shall be considered as if he/she were actively employed by the District during the leave and upon return shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on leave shall not count as time requirements for acquiring permanent status.
- 5.29 The unit member is entitled to all benefits at the time of and during his/her leave of absence. All unused accumulated sick leave at the time of leave, shall be restored to him/her upon return. The unit member shall be assigned to the same position held at the time the leave commenced, if available, or to a substantially equivalent position.
- 5.30 In the event of a national emergency resulting in a national declaration of conscription of service (draft), or a marked increase in reservist activation or call to duty, the military leave section of this article shall be revisited through negotiations. It is understood that in a year of contract re-openers, this issue shall not replace one of the other three issues. This leave shall be granted under this provision of current and subsequent sections to the Military and Veterans Code, State of California, and current sections of the Education Code.

Other Leaves of Absence

- 5.31 Request for any leave of absence not covered by the terms of this Agreement may be considered by the District on an individual basis.

ARTICLE VI
ORGANIZATIONAL SECURITY

- 6.1 Under the organizational security provisions of this Article, and according to the provisions of Education Code 45060, unit members may choose to join as a member of the PETA/CTA/NEA and pay unified dues or may choose to be a non-member of the Association.
- 6.2 Unit members who elect membership status in the PETA/CTA/NEA:
- a. shall complete a PETA/CTA/NEA membership application containing a written authorization to join as a member of the Association.
 - b. shall pay unified membership dues in an amount determined by the governing bodies of the PETA/CTA/NEA. Such dues shall be payable pursuant to the terms and conditions of the written authorization for payroll deductions.
- 6.3 The PETA/CTA/NEA has the sole and exclusive rights to have employee organization membership dues deducted by the District for employees in the bargaining unit who elect membership status in the PETA/CTA/NEA.
- 6.4 The Association shall notify the District, in writing, of the amount of unified dues and shall provide the District with notification of any changes at a time sufficiently prior to the effective date of the change to allow the District an opportunity to make the necessary adjustments.
- 6.5 The District shall not require the completion of a new payroll deduction authorization when a dues or other change has been effected or at any other time without the express approval of the Association.

- 6.6 The Association shall annually notify the District, in writing within four weeks of the first day of school, of all members of the Association that have provided written authorizations for payroll deductions. The Association shall provide the District with updated membership lists monthly to ensure that dues are properly deducted from members of the PETA/CTA/NEA.
- 6.7 Upon receipt of the list of individuals providing written authorization for payroll deduction of dues as members of the PETA/CTA/NEA, the District shall deduct one-tenth (1/10) of the amount of such unified dues from the salary payment of the unit member each month for ten months. The District shall deduct a pro rata portion of the annual dues for unit member authorizations executed after the commencement of the school year.
- 6.8 According to Education Code 45060(f), the Association certifies that it will maintain individual employee authorizations. The Association shall not be required to submit to the District copies of a Unit Member's written authorization, unless a dispute arises about the existence or terms of the written authorization.
- 6.9 The District shall remit promptly, but no later than the 15th day of each pay period, the amount of the unified membership dues deducted made payable to the Association.
- 6.10 On a monthly basis, the District shall transmit to the Association a statement of deduction by employee which identifies all funds remitted pursuant to section 6.9.
- 6.11 Upon a written notice of claim by the affected unit member, the Association shall reimburse the unit member for all sums the District may have deducted erroneously from the unit member's salary pay warrant in excess of the amount payable for unified dues consistent with the terms and conditions of the unit member's written authorization for

payroll deduction of membership dues. The Association shall pay such reimbursements in a timely manner after receiving from the District all payroll information necessary to verify the erroneous deduction.

6.12 The written authorization for payroll deduction of unified membership dues shall remain in effect until expressly revoked in writing by the unit member, pursuant to the terms and conditions of the written authorization.

- a. The District shall honor the terms of the unit member's written authorization for payroll deductions.
- b. Unit member requests to cancel or change authorizations for payroll deductions for membership in the PETA/CTA/NEA shall be directed to the Association rather than to the District.
- c. The Association is responsible for processing requests to cancel or change authorizations for payroll deductions or unit members' membership status in the PETA/CTA/NEA.
- d. The District shall rely on information provided by the Association regarding whether unified dues payroll deductions were properly canceled or changed.

6.13 PETA/CTA/NEA agrees to indemnify and hold harmless the District, its members, and each management member against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions that, if any such dues are deducted from the pay of any unit member and remitted to the PETA/CTA/NEA, the unit member and the District shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.

ARTICLE VII

LOSS OR REDUCTION OF DISTRICT REVENUE

- 7.1 The parties recognize the possibility that during the term of this Agreement, the District may suffer a major reduction or loss of revenues as the result of the passage of a State initiative or statute which in turn would have an adverse financial impact on the District and impair its ability to meet its obligations under the provisions of this Agreement. In such an event and upon notice to the Association by the District as to which provisions of the Agreement may be affected thereby, and upon request of the District or PETA, such provisions shall be subject to immediate renegotiation.
- 7.2 It is understood by both parties that the economic and wage increase provisions of this Agreement for any fiscal year are expressly contingent upon the District receiving adequate State financial support, as ascertained by the District and PETA. In the event that (1) there is not adequate State financial support, or (2) the parties are unable to agree whether there is adequate State financial support, the economic and wage increase provisions shall be subject to immediate renegotiation. This Agreement extension is further expressly contingent upon the District receiving the full financial incentives for implementation of the one hundred eighty (180) days of instruction and the increase in instructional minutes.

ARTICLE VIII
GRIEVANCE PROCEDURE

Definitions

1. A “Grievance” is a formal written allegation by a grievant that there has been a violation of a specific provision of this Agreement.
2. A “Grievant” shall mean any unit member of the District covered by the terms of this Agreement.
3. A “Conferee” shall mean a designated representative who shall assist the employee in presenting and processing the claimant’s grievance.
4. “Association” shall mean the local employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by his Agreement.
5. “Immediate Supervisor” shall be the first level administrator having immediate jurisdiction over grievant.
6. “District Grievance Form” shall mean a District provided form which shall be completed in writing.
7. “Association Grievance” the Association may itself grieve only with respect to an alleged violation by the District of those rights specifically granted to the Association by an express provision of this Agreement.
8. “Presenting and Processing” grievances shall mean the discussion, written statements and responses between the aggrieved party and the immediate supervisor involved in each step of the process.

General Provisions

- 8.1 Nothing contained in the grievance procedure shall be construed as limiting the right of a unit member at any time to present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of the Agreement. In those situations, where the Association has not assisted the grievant, the District shall not agree to a resolution of said grievance until the Association has been served by the District with a copy of the grievance and the proposed resolution and has also been given the opportunity to file a response. A grievant may elect to be represented at all levels of this grievance procedure by a designated representative selected by the Association.
- 8.2 The Grievant shall have the right to include in grievance hearing such witnesses as he/she deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. The witnesses shall be in addition to the conferee that either party may select.
- 8.3 Grievance meetings normally shall be scheduled by the District so as not to conflict with regular duties of the unit member. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the district's central office, the District shall provide released time without loss of pay to one (1) authorized representative of the Association so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code 3543.1(c).
- 8.4 The filing of a grievance shall not reflect unfavorably upon the grievant. A unit member shall not suffer retribution for having filed a grievance.

- 8.5 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level in this grievance procedure shall be considered as maximums and every effort shall be made to expedite the process. The time limits, however, may be extended by mutual agreement.
- 8.6 This procedure is to attempt to secure, at the lowest possible administrative level, equitable solutions to the grievances. Grievants shall meet informally with their immediate supervisor in an attempt to resolve a potential grievance prior to filing a formal grievance. Unit members shall retain the right to be represented by the Association at these meetings. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Formal Level – Level I

- 8.7 Within fifteen (15) working days after the occurrence of the act or omission giving rise to the grievance, or within fifteen (15) working days of the date when the grievant should reasonably have had knowledge of the act or occurrence, the grievant must present his/her grievance in writing on the appropriate District form to his/her immediate supervisor.
- 8.8 The written statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific provisions of the contract alleged to have been violated, and the specific remedy sought.
- 8.9 The immediate supervisor shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the written grievance on the appropriate District form and such action shall terminate Level I.

Level II

- 8.10 If the grievant is not satisfied with the decision of Level I, the grievant, within ten (10) working days, may appeal the decision on the appropriate form to the Superintendent or his/her designee. The grievance appeal statement shall include a copy of the original written grievance statement, all other written documents relating thus far to the grievance, the decisions rendered to date, a clear, concise statement of the reasons for the appeal to the Superintendent or his/her designee, and the specific remedy sought.
- 8.11 The Superintendent or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the written grievance on the appropriate District form. Such a decision shall terminate Level II.
- 8.12 If the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provision of Level II, the grievance shall be referred to grievance mediation within fifteen (15) working days.

Level III Mediation/Conciliation Service

- 8.13 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of grievance.
- 8.14 If an agreement is reached, the agreement shall be in writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedent setting and shall constitute a settlement of the grievance.
- 8.15 In the event the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator, the Association and/or the District may terminate Level III and the grievance may proceed to

Level IV within fifteen (15) working days from the last meeting held by the conciliator/mediator.

Level IV Arbitration

- 8.16 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 above set forth, and which are not excluded from arbitration by other provisions of this Agreement. If any question arises as to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.
- 8.17 As soon as possible, and in any event not later than ten (10) working days after the District receives notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) working days, the parties shall request a list of five (5) arbitrators from the California State Conciliation Service. The Association and the District shall select the arbitrator from the list by eliminating names until one (1) name remains. The first option of elimination shall alternate. All arbitrators shall be numbered consecutively with the District striking first on all odd-numbered arbitrators, and the Association striking first on all even-numbered grievances. The one (1) remaining name shall be the arbitrator. The process of striking

names shall occur within ten (10) working days of receipt of the list from California State Conciliation by both parties.

Arbitration Standards

- 8.18 The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of the Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. 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.
- 8.19 The 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 interpretation of terms actually found in this 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 been the intent of the parties as determined by generally accepted rules of contract construction. 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.
- 8.20 The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

- 8.21 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.
- 8.22 The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties shall in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- 8.23 The arbitrator shall be bound by the rules of the American Arbitration Association.

Arbitrator's Decision

- 8.24 The decision of the arbitrator, within the limits herein prescribed, shall be submitted to the Superintendent and the Association and shall be binding upon the District, the Association and the grievant.

Arbitration Cost

- 8.25 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.

Grievance File

- 8.26 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District Office personnel file.

ARTICLE IX
RETAINED RIGHTS

Introduction

This Article is intended to ensure that the District retains all rights and policies which it has not agreed to limit in other Articles of this Agreement. This Agreement is not intended, nor shall it be construed as:

1. expanding the rights of the District beyond statutory and constitutional limits;
2. waiving the rights of intended unit members under the education code or other statutes or constitutions;
3. waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail.

Also, it is recognized that several of the following subject matters fall within the scope of consultation under Government Code Section 3543.2. This Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

- 9.1 All matters not included as within the scope of negotiations in Government Code Section 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following: the legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and

subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees; the financial support, income funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefits obligations of this Agreement; the acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service and activity functions assigned to such properties; all services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction maintenance and repair services which do not result in the layoff or termination of any unit member; the utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.

- 9.2 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, testing, student records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel and the public with respect to such matters, subject only to such consultation rights of the Association as are provided under Government Code Section 3542.2; the selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District, affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject only to the express terms of this Agreement regarding transfers/reassignments), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.
- 9.3 The job classifications and the content and qualifications thereof; the duties and standards of performance as determined by law for all employees and whether any employee adequately performs such duties and meets such standards; the dates, times and hours of operations of District facilities, functions, and activities; work schedules; the school calendar; safety and security measures for students, the public properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters; the rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this

Agreement; the retirement of employees; and the termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

- 9.4 It is not the intention of the parties in setting forth the above-mentioned rights of management to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.
- 9.5 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contract limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 9.6 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance and arbitration provisions set forth in Article VIII of this Agreement, unless the grievance in question is an allegation that the District has violated a provision of some other Article of this Agreement which Article itself is subject to

arbitration. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of this Agreement, the language of the latter shall prevail.

ARTICLE X

DUTIES, HOURS OF EMPLOYMENT

- 10.1 Unit members of the District assigned to transitional kindergarten through eighth grade shall be on duty at least ten (10) minutes before the beginning of the student day. All unit members assigned to a school shall be in their classrooms ten (10) minutes before the beginning of the student day. This time shall be designated as student free and be utilized to prepare for the instructional day.

Staff Meetings

- 10.2 The Association and the District agree that the site administrator shall provide an agenda for staff meetings, except in emergencies, by the end of the school day at least one day prior to such meetings held. Unit members wishing to place items on the agenda should make every effort to provide the site administrator with the item(s) in time to be placed on the agenda. Unit members, with the exception of Early Childhood Education, shall attend all staff meetings and remain to their conclusion. Staff meetings shall be scheduled on Wednesdays for up to one (1) hour but may be extended as needed for special circumstances not to exceed an additional half hour. The initial staff meeting of each school year shall not exceed two hours, but may be extended as needed for special circumstances not to exceed an additional half hour.

Other Duties

- 10.3
- a. Unit members, with the exceptions of Early Childhood Education and psychologists, shall attend one (1) Back-to-School Night each year. The school day for the above event shall be a minimum day for students and teachers. Unit members may be

- required to supervise one (1) additional building related activity on a regular school day, not to exceed two (2) hours, such as student group activities. Unit members shall meet reasonable special student needs at their building site, such as: parent/unit member conferences outside of the normal instructional hours and shall attend and remain until their conclusion.
- b. Members of the bargaining unit serving on school/district committees beyond the daily work schedule shall be compensated at the current extra duty rate of pay. This does not include staff meetings or other district required meetings. Committee participation shall be on a voluntary basis.
 - c. All Early Childhood Education unit members shall hold two (2) annual parent conferences during their non-teaching time. ECE State Preschool Double Session unit members shall hold two (2) annual parent conferences during their regular work day, for which the District shall provide coverage. ECE Head Start unit members (not ECE State Preschool) shall conduct two (2) annual home visits during their non-instructional time. ECE Head Start Full Day unit members shall be provided with District coverage to conduct two (2) annual home visits during their regular work day. All Early Childhood Education unit members shall conduct a student assessment within forty-five (45) calendar days of the student entering the program.
 - d. Prior to the end of the third week of school, each classroom teacher shall submit a textbook report on the provided district form. This report shall contain a summary of textbooks assigned to the teacher, and provide an opportunity to notify the site and district of any shortages of district adopted textbooks.

- e. Report card grades for TK through 5th grade and K-8 schools shall be due three (3) working days after the end of the first semester grading period. Year-end report cards shall be due three (3) working days prior to the last day of the school year.

Report card grades for 6th, 7th, and 8th at the middle schools shall be due three (3) working days prior to the end of the first semester grading period. Year-end report cards shall be due four (4) working days prior to the last day of the school year.

Early Childhood Education report cards shall follow State/Federal program guidelines.

- f. There shall be one (1) progress report approximately half way through each grading period. The due dates will be calendared. Progress reports shall be due three (3) working days after the calendared date.

Grade Level/Department Chair “Leadership Team”

- 10.4 Unit members who are selected to participate on the Leadership Team shall meet once a month with site Administration and report out to their PLC meetings. Additional Leadership Team meetings outside of the unit member work day will be compensated at the extra duty rate of pay. Leadership Team members will facilitate PLC meetings and serve as the liaison to Administration.

Lunch Period

- 10.5 Effective July 1, 2008, for all unit members except Middle School members, there shall be a consecutive forty-five (45) minute duty-free lunch period each work day. For Middle School unit members there shall be a consecutive thirty-five (35) minute duty-free lunch period each work day. It is understood that the above-mentioned school lunch

period is a minimum rather than a maximum. Psychologists and Middle School Counselors shall have a thirty-five (35) minute duty-free lunch period each work day.

Daily Duty Assignment

- 10.6 The District shall make every effort to maintain its current practice of scheduling duty assignments and providing relief periods in a fair and equitable manner as determined by the site administrator or in consultation with his/her staff. The work day for all members of the bargaining unit shall include no more than one (1) duty assignment per day. Teachers in grades 1-8 shall not be required to provide supervision for before and after school bus duty except in unavoidable situations as determined by the site administrator or his/her designee.

Planning/Preparation Period

- 10.7 That portion of the regular work day of unit members designated as a planning/preparation period shall be utilized by each unit member in such a manner as to develop and refine instructional effectiveness. The District and the Association agree that planning/preparation time is a duty period and shall be used for professional assignment related work, including, but not limited to, preparation of instructional materials, participation in conferences with the site administrator, other staff members, parents or students, and evaluation of work. Every unit member assigned to sixth, seventh and eighth grade at a Middle School campus shall have a planning/preparation period commensurate with instructional minutes per period, per day, excluding the positions of TOSA, LST, MST, IB Coordinator, Instructional Coach, Counselor and psychologists. Every unit member assigned to a TK-5th grade classroom, including Elementary PE teachers, shall have a minimum of 217 minutes per 10-day period of

planning/preparation time excluding the positions of TOSA, LST, IB Coordinator, Instructional Coach, Counselor and psychologists.

- 10.8 Any unit member that volunteers to teach an extra period (1/7) as an additional period assignment in lieu of Planning/Preparation shall be compensated at 0.1429 times their daily rate as outlined on the current salary schedule.

A 1/7 period assignment shall be staffed on a voluntary basis within a site according to appropriate credential and length of service.

Once a position is filled, that person shall remain until the end of the year, or the need for a 1/7 ends.

- 10.9 The District and the Association agree that the Middle School site administrator shall limit the assignment of unit members in grades sixth, seventh and eighth (6, 7 & 8) to two (2) discipline areas of the curriculum and a maximum of two (2) grade levels, excluding PE, support and elective classes. An additional grade level may be taught with unit member consent.

Individual Unit Member Responsibility

- 10.10 Any unit member who is asked by the District and agrees to take another unit member's class during his/her lunch period or preparation time shall be compensated at the current extra-duty rate of pay.
- 10.11 The District and the Association agree that the District reserves the right to order the sixth (6th), seventh (7th) and eighth (8th) grade students' daily schedule and to order the consequent impact on the unit members' daily work schedule. The District and the Association further agree that no change in the length of the unit member's lunch or planning periods shall be made during the life of this contract.

10.12 In the event that an appropriate substitute cannot be found the site administrator shall initiate the following Priority List:

- a. A day to day Substitute already on assignment at the school shall be asked to change assignments.
- b. Middle School unit members on prep shall be contacted via email and asked to volunteer to period sub another unit members' class. If the failed substitute is for an Elementary Physical Education (PE) teachers, then a unit member on prep will be asked to volunteer to cover the PE class during their prep time.
- c. In the event that no unit member volunteers, unit members on prep shall follow the established rotation schedule as set at the beginning of the school year to teach the class. This schedule will be mutually agreed to by the site administration and a majority of unit members present and assigned to the school site during the initial staff meeting of the school year.
- d. Teachers shall be pulled from site meetings and back to their regular assignments.
- e. After the above has been exhausted, teachers shall be pulled back from District level committees.
- f. If all of the above have been exhausted, in order to provide a safe learning environment for children, the site may decide whether to distribute the children into other teacher's classrooms or site administrator may take the class. At Middle Schools, students will be distributed in groups of no more than five (5) students. Elementary school teachers shall be compensated at the extra-duty rate of pay for the first (1st) five (5) students distributed to their class and an additional hour of extra duty rate for every five (5) students thereafter.

- g. On days in which the RSP teacher does not see students, RSP teachers can be assigned if priority A is not available. RSP teachers can only be assigned to special education classes wherein there is a failed sub.
- 10.13 Each Middle School and Palmdale Learning Plaza MYP (6th, 7th and 8th grade) shall have an eight (8) period day, inclusive of lunch and planning period.
- 10.14 On days designed as required staff development days, unit members, excluding psychologists, shall follow a modified work day. Required staff development days shall consist of a seven (7) hour day inclusive of a sixty (60) minute lunch. The required staff development days shall be specifically noted on the calendar each year by March 15 for the upcoming school year.
- 10.15 On days designed as testing days for the purpose of administering the state mandated annual testing, unit members shall follow a modified work day. Unit members shall receive the modified work day schedule at least five (5) days prior to the start of the annual testing.
- 10.16 The Great California Shake Out Drill day shall be a modified work day. The schedule shall be similar to the state testing schedule. Unit members shall receive the modified work day schedule at least five (5) days prior to the scheduled drill.
- 10.17 Bank Time
- The District and the Association agree that bank time is a weekly sixty (60) minute block of student free time and shall be used for professional development and/or collaborative grade level and curricular planning. At least two (2) of the bank time blocks per month will be designated for teacher collaboration and planning. At the discretion of the District/Site Administrator, weekly staff meeting time may be utilized in conjunction

with bank time to allow for a larger block of time for professional development and/or collaborative grade level and curricular planning.

10.18 Unit Member Work Day

Full Day TK/Kindergarten Grades 1-8 Alternative Education			Full Day TK/Kindergarten Grades 1-8 Alternative Education		*Regular PE Day, Elementary and Palmdale Learning Plaza PYP (K-5) unit members will have a 45-minute prep period. *Wednesday Bank PE Day, Elementary and Palmdale Learning Plaza PYP (K-5) PE Days, unit members will have a 37 minute prep period. *Minimum PE Days, Elementary and Palmdale Learning Plaza PYP (K-5) unit members will have a 28 minute prep period.
Day	M, T, Th, F		W		
Teacher	339	Min. Instructional	279	Min. Instructional	
	10	Min. Arrival	10	Min. Arrival	
	45	Lunch	45	Lunch	
	14	Min. Recess	14	Min. Recess	
			60	Min. Bank Time	
	408	Total Minutes	408	Total Minutes	
Student	339	Min. Instructional	279	Min. Instructional	
	45	Lunch	45	Lunch	
	14	Min. Recess	14	Min. Recess	
	398	Total Minutes	338	Total Minutes	

PLP MYP		PLP MYP		
Day	M, T, Th, F		W	
Teacher	290	Min. Instructional (includes 2 min. Advisory & Announcements)	242	Min. Instructional (includes 2 min. Advisory & Announc.)
	48	Min. Plan/Prep Period	40	Min. Plan/Prep Period
	10	Min. Arrival	10	Min. Arrival
	25	Min. Passing	21	Min. Passing
	35	Min. Lunch	35	Min. Lunch
			60	Bank Time
	408	Total Minutes	408	Total Minutes
	Student	338	Min. Instructional	282
25		Min. Passing	21	Min. Passing
35		Min. Lunch	35	Min. Lunch
398		Total Minutes	338	Total Minutes

Middle Schools			Middle Schools	
Day	M, T, Th, F		W	
Teacher	300	Min. Instructional	240	Min. Instructional
	50	Min. Plan/Prep Period	40	Min. Plan/Prep Period
	10	Min. Arrival	10	Min. Arrival
	24	Min. Passing	24	Min. Passing
	35	Lunch	35	Lunch
	5	Safety After School	5	Safety After School
			60	Min. Bank Time
	424	Total Minutes	414	Total Minutes
Student	350	Min. Instructional	280	Min. Instructional
	24	Min. Passing	24	Min. Passing
	35	Min. Lunch	35	Min. Lunch
	409	Total Minutes	339	Total Minutes

Day	Elementary PE M, T, Th, F	Elementary PE Bank Days W
Elementary PE Teacher	330 Min. Instructional	273 Min. Instructional
	10 Min. Arrival	10 Min. Arrival
	45 Lunch	45 Lunch
	23 Prep	20 Prep
		60 Min. Bank Time
	408 Total Minutes	408 Total Minutes

Day	Autism M, T, Th, F		Autism W		Yellen Learning Center M, T, Th, F		Yellen Learning Center W	
Teacher	359	Min. Instructional	204	Min. Instructional	359	Min. Instructional	204	Min. Instructional
	10	Min. Arrival	10	Min. Arrival	10	Min. Arrival	10	Min. Arrival
	45	Lunch	45	Lunch	45	Lunch	45	Lunch
	14	Min. Recess	14	Min. Recess	14	Min. Recess	14	Min. Recess
			135	Min. Training			135	Min. Training
	40	Min. Articulation			40	Min. Articulation		
			60	Min. Bank Time			60	Min. Bank Time
	468	Total Minutes	468	Total Minutes	468	Total Minutes	468	Total Minutes
Student	359	Min. Instructional	204	Min. Instructional	359	Min. Instructional	204	Min. Instructional
	45	Lunch	45	Lunch	45	Lunch	45	Lunch
	14	Min. Recess	14	Min. Recess	14	Min. Recess	14	Min. Recess
	418	Total Minutes	263	Total Minutes	418	Total Minutes	263	Total Minutes

Day	Early Childhood Special Education M, T, Th, F		Early Childhood Special Education W		Community Day School M-F	
Teacher	340	Min. Instructional	280	Min. Instructional	363	Min. Instructional
	10	Min. Arrival	10	Min. Arrival	10	Min. Arrival
	3	Passing	3	Passing	45	Lunch
	10	Min. Safety after school	10	Min. Safety after school	14	Min. Recess
	45	Lunch	45	Lunch	30	Min. Articulation
			60	Min. Bank Time		
	408	Total Minutes	408	Total Minutes	462	Total Minutes
Student	182	Min. Instructional	152	Min. Instructional	363	Min. Instructional
					45	Lunch
					14	Min. Recess
					422	Total Minutes

Day	ECE Half Day		ECE Half Day Lead Teacher		ECE SP Double Session		ECE HS Full Day	
Teacher	210	Teaching Minutes	210	Teaching Minutes	360	Teaching Minutes	330	Teaching Minutes
	163	Plan/Prep Min.	163	Plan/Prep Min.	73	Plan/Prep Min.	103	Plan/Prep Min.
	45	Minutes Lunch	45	Minutes Lunch	45	Minutes Lunch	45	Minutes Lunch
	12	Minutes Care & Supervision	12	Minutes Care & Supervision	12	Minutes Care & Supervision	12	Minutes Care & Supervision
			60	Lead Teacher Minutes				
	430		490		490		490	
Student	210	Total Minutes	210	Total Minutes	180	Total Minutes	420	Total Minutes

Day	ECE Home Base M, T, W, Th		ECE Home Base F		Minimum Day Specifics
Teacher	270	Teaching Minutes			*Minimum Day for TK/K-8 Shall Include 240 instructional minutes per Education Code. *No unit member shall be required to stay after student dismissal on Back-to-School Night and last day of the school year. *Two (2) designated Teacher Prep days shall be minimum days for students and regular work days for unit members.
	115	Plan/Prep Minutes	445	Plan/Prep Minutes	
	45	Minutes Lunch	45	Minutes Lunch	
	60	Minutes Travel			
	490	Total Minutes	490	Total Minutes	
Student	270	Total Minutes			

Day	ECE (HS) Double Session M, T, W, Th		ECE (HS) Double Session F	
Teacher	420	Teaching Minutes		
	13	Plan/Prep Minutes	475	Plan/Prep Minutes
	45	Minutes Lunch	45	Minutes Lunch
	12	Minutes Care and Supervision		
	520	Total Minutes	520	Total Minutes
AM Students	210	Total Minutes		
PM Students	210	Total Minutes		

- 10.19 Nurses assigned to one or more school sites within the District shall work the equivalent of a Middle school teacher workday inclusive of a consecutive thirty-five (35) minute duty-free lunch period. The scheduling of the nurses' lunches shall be scheduled by the Certificated Director of Health Services with input from the affected unit members. Health related emergency calls shall be directed to the district nurses on duty. The school nurse shall report for work as directed by the site administrator at the school of first assignment.
- 10.20 A new TK or Kindergarten class shall have a one-time startup warehouse buy out of one thousand dollars (\$1,000) to be allocated from site funding and shall be provided with all District Core instructional materials. TK or Kindergarten classes shall have priority for classrooms in which student bathroom facilities exist.
- 10.21 Job descriptions shall be negotiated if they modify/change the terms or conditions of employment.
- 10.22 Psychologists assigned to one or more school sites within the District shall work an eight and one half (8.5) hour workday including a consecutive thirty-five (35) minute duty-free lunch period. The psychologists' lunches shall be scheduled by the site administrator with input from the affected unit members.
- 10.23 Resource Teachers at elementary schools shall receive 341 minutes of conference time in a five-day work week.

ARTICLE XI

PERSONNEL FILES

Confidential Records

- 11.1 Personnel records shall be kept on all current unit members and include information usually expected in sound personnel administration.
- 11.2 All personnel files shall be considered confidential and shall not be available to persons other than the unit member. Members of the District's Administrative staff shall be limited in their access to personnel files. Such individuals should review files only on a need-to-know basis which is directly associated with the responsibilities of their job functions.
- 11.3 Members of the Board of Trustees may request a review of a unit member's file at a scheduled meeting of the Board.
- 11.4 Designated Chapter representatives shall have the right to review unit member's personnel files and any other records dealing with unit members when accompanied by the unit members or on presentation of a written authorization signed by the unit member.

Content

- 11.5 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection of the persons involved. However, such material shall not include ratings, reports, or records which were:
 - 1. Obtained prior to the employment of the unit member.
 - 2. Prepared by examination committee members.
 - 3. Obtained in connection with the promotional examination.

- 11.6 Every unit member shall have the right to inspect the materials upon request, with the exception of material mentioned in the foregoing paragraph, providing the request is made at a time when the unit member is not required to render service to the District.

Derogatory Information

- 11.7 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.
- 11.8 A unit member shall have the right to enter, and have attached to any such derogatory statements, his/her own comments.
- 11.9 Such review shall take place during normal working hours, and the unit member shall be released from duty for this purpose without salary deduction. All material placed in a unit member's personnel file must have a basis in fact.
- 11.10 The unit member shall be accorded thirty (30) calendar days from date of notification in which to respond to such derogatory information.
- 11.11 Any person who places written material or drafts written materials for placement in a unit member's file shall sign the material and the unit member shall be given the opportunity to initial and signify the date on which such material was drafted. The unit member shall be given the opportunity to initial the material before it is placed in his/her file.

ARTICLE XII

WORKING CONDITIONS

- 12.1 The District shall ensure that classrooms are properly supplied with equipment, facilities, and supplies necessary to implement course objectives from the date of commencement of assigned duties.
- 12.2 The District shall make a good faith effort to provide each unit member (including each co-teacher) with:
- a. a separate desk
 - b. a computer station and access to a printer
 - c. closet space to store coats and other personal articles
 - d. storage space in each classroom for instructional materials
 - e. lockable storage space
 - f. instructional materials
- 12.3 ECSE/ECDHH classes shall be provided with all District Core instruction materials.
- 12.4 The District shall make available to staff members telephones for school site use. There shall be at least one (1) telephone in a private area per school.
- 12.5 The District shall make available in each school adequate lunchroom, restroom, and lavatory facilities for staff use and at least one (1) room which shall be reserved for use as a staff lounge.
- 12.6 The District and the Association agree that supervision and evaluation of instructional assistants is the responsibility of the site administrator.

- 12.7 The District and the Association agree that it is necessary and logical that the teacher to whom the instructional assistant is assigned shall have opportunities to make practical contributions which shall influence the content and quality of such an evaluation.
- 12.8 The District further recognizes the Association's concern with workaday problems that are inherent in the teacher-instructional assistant relationship, and agrees that each site administrator shall follow the District procedure for attending to these problems. This procedure shall reflect input from the site administrator, the teacher and the instructional assistant.
- 12.9 The District and the Association agree that at least once a year the site administrator shall initiate a conference with the teacher and his/her instructional assistant. At any time during the year, the classroom teacher may request a conference with the site administrator and his/her instructional assistant to resolve job performance issues.
- 12.10 SAFETY CONDITIONS - The District shall provide air conditioning in the classrooms at school sites. In the event of an air conditioning failure, the District shall assign a priority work order to repair the system.
- 12.11 The District shall provide Early Childhood Education teachers the opportunity to attend staff development sessions by hiring a substitute teacher. The District shall provide ECSE/ECDHH teachers' coverage for Intake Assessment/Intake IEP's which shall be scheduled during the regular workday.

ARTICLE XIII

ASSOCIATION RIGHTS

- 13.1 The Association shall have the right to post notices of activities and matters of Association concern on an Association bulletin board at each school site and in an area frequented by teachers. Designation of the bulletin board shall be by mutual consent of the Association representative and the site administrator or his/her designee.
- 13.2 The Association may use the District mail service/electronic mail and teachers' mail boxes/electronic mailboxes for communication with teachers. Such materials as are placed in the District mail service/electronic mail and teachers' mail boxes/electronic mailboxes shall be dated, signed by an official of the Association and have the name of the Association. The Association further agrees that a copy of any material placed in the District mail service/electronic mail or in teachers' mail boxes/electronic mailboxes shall be given to the site administrator, or his/her designee prior to its being placed in teachers' mail boxes/electronic mailboxes or in the District mail service/electronic mail.
- 13.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. Reasonable times shall mean: before the start of the work day, after completion of the work day, lunch period, and periods during which an employee is present at the school site but not expected to perform services for the District. Association representatives, when entering a school site for official Association business, shall properly identify themselves at the school office prior to contacting any District employee. The Association further agrees that the Association representatives' in exercising the right of access to employees' shall not disturb, disrupt, or otherwise interfere with the work of any employee of the District.

- 13.4 When the Association makes a request to be placed on the Board's agenda, the District shall make a reasonable effort to allow the Association to make its presentation near the beginning of the agenda.
- 13.5 Names, addresses, and telephone numbers of all unit members, if so authorized by the unit member, shall be provided without cost to the Association no later than October 30 of each school year.
- 13.6 Upon request by the Association President, the local Association shall receive prior to each board meeting one (1) copy of an agenda and back-up material in regard to that agenda. In addition, the Association shall receive one (1) copy of the adopted budget after its approval by the Board and after it is submitted to the County Schools Office, and upon request, any other report that shall have either a direct or indirect impact upon the bargaining unit employees.
- 13.7 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Crusade donations, or any other plans or programs jointly approved by the Association and the District and subject to approval by the Los Angeles County Superintendent of Schools.

Association Business Leave

- 13.8 The Association and the District agree that the president of the Association shall be released from his/her regularly assigned duties once a month. During this released time, the president shall confer with the Superintendent or other members of management in regard to items of mutual interest. In addition, the president may conduct other legal

association business which shall result in maintaining or improving District/Association relations.

- 13.9 The Association shall have thirty (30) days of paid leave for its representatives to utilize for Association Business. Written notification shall be sent to the District Office not less than 48 hours prior to the date of the absence. Thirty (30) days over and above those reimbursed mandated costs, inclusive of business release time for the Association President.
- 13.10 The Association reserves the right to request for the PETA President to have a full time release position. The standard work year for the Association President shall be one hundred ninety-eight (198) days. The Association shall reimburse the District all costs associated with the release position for one hundred ninety-eight (198) days including but not limited to salary, health & welfare benefits, and statutory deductions. The calendar shall include the same work days as a certificated teacher. Non-Student days shall be split equally between the beginning and end of the school year. Association President shall notify the Assistant Superintendent of Human Resources of any changes to the non-student days. The District shall compensate the PETA President for any “call out” occurring outside the standard work year. Compensation shall be at the extra duty rate with a minimum of three (3) hours per call out. The PETA President shall have no loss of pay, benefits, longevity, or length of service. At the end of the President’s term, the PETA President shall have the option of returning to his/her former position and school site after one/two (1/2) term(s) of released presidency. If the President serves a third consecutive term, he/she shall then have priority only to return to his/her school site.

13.11 The District shall provide office space for the Association President at no cost to the Association.

New Bargaining Unit Member Orientation

13.12 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an orientation for all newly hired bargaining unit members to take place prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. New bargaining unit members shall be paid the hourly extra duty pay for the duration of these required orientation meetings when orientations occur outside the contract year and/or day.

Scheduling of Orientation

13.13 The District shall provide written notice of the date, time and location of all bargaining unit member orientation meeting(s), by certified or electronic mail, to the Association president and vice president no later than ten (10) work days in advance of the new unit member orientation meeting(s).

Association Time Provided

13.14 The Association shall be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the new bargaining unit member orientation meeting(s). Such time will be provided before or after lunch and exclusive of the lunch break. Administrators will excuse themselves during Association time.

- a. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member

orientation meeting(s) and will have access to District audio visual equipment for Association presentations.

- b. The Association shall have District release time to attend and participate in the new bargaining unit member orientations meeting(s) for up to three (3) bargaining unit members, selected by the Association, if the orientation meeting is held during contractual work hours. Such release time shall be inclusive of release time in Article 13.9.

New Bargaining Unit Members Hired After the Start of the School Year

13.15 Within five (5) work days of ratification by the School Board, the District shall notify the Association president of the hiring of all new bargaining unit members after the start of the school year. Such notification shall be made electronically and include the following:

- a. Name
- b. Employment Status
- c. Date of Hire
- d. School Site
- e. Home Address
- f. Personal (non-district) Email Addresses (if provided)
 - a) All other items, information and timelines will be provided in accordance to Article 13.16.
 - b) If an orientation meeting(s) is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided at least ten (10) work days advance notice of the meeting(s) time, date and location. The Association shall be provided an amount of time equal to the amount of time

provided in Article 13.14 or, if the orientation is scheduled for less than a full work day, the Association shall be provided 1/6th of the time scheduled for the orientation meeting.

Bargaining Unit Member Information

13.16 If on file with the District, the following information for all bargaining unit members shall be delivered to the Association President in a mutually agreed upon digital format and hard copy within thirty (30) work days after the start of the school year and at the end of each semester grading period:

- a. Name
- b. Home Address
- c. Phone Numbers – work, home and cellular
- d. Personal (non-District) Email Addresses
- e. School Site
- f. Grade Level/Assignment
- g. Date of Hire
- h. Seniority Date
- i. Full time Equivalent (FTE) status
- j. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- k. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
 - a) The information under section(s) 13.15 and 13.16 shall be provided in a manner consistent with all employee privacy requirements as referenced in Chapter 11.5 of Division 4, Title I of the California Government Code.

Promotion of Harmonious Public Employment Relations

13.17 To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes immediately before or after each staff meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. Administrators will excuse themselves during Association time.

Dispute Resolution

13.18 Violations of this article shall be subject to Article VIII of the Collective Bargaining Agreement.

ARTICLE XIV
EVALUATION PROCEDURES

Introduction

It is understood and agreed by the parties to this Agreement that their site administrator objective is to improve the quality of education in the schools of the District.

Definitions

1. Informal Observation – Any unscheduled documented/undocumented observance of a unit member by their evaluator.
2. Formal Observation – Any scheduled documented observance of a unit member in which their evaluator uses the District Formal Observation form.
3. Formal Observation Lesson Plan – A document outlining the instruction to be observed including a minimum of the following:
 - a. Content Standard(s) expressed as a behavioral objective.
 - b. Strategies and interventions to reach the objective.
 - c. Assessment and evaluation methods.

Frequency

- 14.1 Unit members shall be evaluated as follows:
- a. Probationary unit members shall be formally evaluated at least once every year.
 - b. Permanent unit members shall be formally evaluated at least once every other year.
 - c. Permanent unit members who have been employed at least ten (10) years with the school district are highly qualified as defined in 20U.C.S. Section 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory, shall be formally evaluated at least every five (5) years if the unit member and evaluator consent to this

schedule. By October 1, the unit member or the evaluator may withdraw consent in writing. This written notification shall include the reason for the withdrawal of consent.

Performance and Measurement Criteria

14.2 The evaluation shall relate to:

- a. The California Standards for the Teaching Profession.
- b. The progress of students toward the California Content Standards.
 1. The evaluation shall not include the use of publisher's norms established by standardized tests.
- c. The instructional techniques and strategies used by the unit member.
- d. The unit member's adherence to curricular objectives as outlined in the California Content Standards.
- e. The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibility.

Initial Evaluation Meeting

14.3 a. The unit member(s) and evaluator shall meet within thirty-five (35) working days of the unit member's first actual teaching day to discuss the performance and measurement criteria to be utilized in the evaluation of the unit member's performance. This meeting shall be scheduled by the evaluator. During this meeting the evaluator and the unit member(s) shall discuss the performance and measurement criteria as listed in 14.3.

The unit member and the evaluator shall meet within thirty-five (35) working days of the unit member's first actual teaching day to determine the two (2) specific

standards from the California Standards for the Teaching Profession, numbers one (1) through five (5), upon which their performance evaluation is based as it relates to 14.3a.

The unit member and the evaluator shall each choose one (1) standard for evaluation. The unit member shall select a different standard in consecutive evaluation years. In the event that the unit member receives an unsatisfactory evaluation or improvement plan in the subsequent year, the unit member will remain on the same standard(s) identified in the previous year for improvement for the current evaluation year.

b. A change of evaluator can be made for the following reasons:

1. Unit member transfer/relocation
2. Evaluator is no longer assigned to the school site or is on leave
3. By mutual consent of the unit member and the evaluator

In the event the evaluator is changed, the unit member will be notified in writing and meet with their new evaluator within ten (10) working days. The new evaluator will continue the evaluation process as if there were no change in evaluator.

Formal Observation Procedures

14.4 Probationary employees shall be formally observed a minimum of two (2) times per year. No more than three (3) formal observations shall occur per year without an improvement plan in place. Permanent employees shall be formally observed a minimum of one (1) time per year. No more than two (2) formal observations per year shall occur without an improvement plan in place.

a. Formal observations shall be scheduled and the unit member notified no less than five (5) working days prior to the observation.

- b. A pre-observation conference shall be conducted not less than two (2) working days prior to the formal observation.
- c. The lesson plan shall be submitted to the evaluator not less than two (2) working days prior to the formal observation.
- d. Formal observations shall not be less than thirty (30) minutes and no more than sixty (60) minutes.
- e. Observations may exceed sixty (60) minutes if the unit member has an Improvement Plan in place.
- f. Post observation conferences shall be conducted within five (5) working days of the observation.
- g. Any documentation from formal or informal observations that shall be used for evaluation of the performance criteria shall be made known to the unit member within five (5) working days of the observation.
- h. If the evaluator misses a scheduled formal observation, the unit member need only meet the minimum lesson plan requirements listed above (14.1) for the rescheduled observation.
- i. If the unit member is absent on the day of a scheduled formal observation, the unit member and administrator will agree to a rescheduled date without having to adhere to items a-c above. The unit member need only meet the minimum lesson plan requirements listed above (14.1) for the rescheduled observation.

Interim Evaluation and Improvement Plan

- 14.5 In the case of two (2) negative observations (one of which must be a formal observation) warranting an improvement plan and/or unsatisfactory evaluation, the evaluator shall take

positive action to assist the unit member in correcting cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to:

- a. Specific recommendations for improvement.
- b. District assistance to implement such recommendations.
- c. Provisions of additional resources, without cost to the unit member, to be utilized to assist with improvement(s).
- d. Techniques to measure improvement(s).
- e. Time schedule to monitor progress, including a formal observation to be scheduled prior to the final evaluation.

- 14.6 No unit member shall receive a final unsatisfactory evaluation without receiving an interim evaluation and improvement plan prior to week twelve (12) of the school year. The evaluator shall review the Interim Evaluation and Improvement Plan with the unit member prior to week twelve (12) of the school year. Any improvement plan written after week twelve (12) shall not result in an overall unsatisfactory evaluation for the current school year. In the event that a unit member or evaluator is on leave the Interim Evaluation and Improvement Plan deadline shall be extended by the same number of leave days. The plan timeline shall not be less than twenty-five (25) working days unless otherwise agreed upon.

Final Evaluation

- 14.7 A final evaluation conference between the unit member and the evaluator shall be held no later than thirty (30) calendar days prior to the end of the school year to discuss the content of the final evaluation form. In the event the unit member disputes the content,

the unit member may prepare a written statement which shall be attached to the final evaluation form.

- a. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that he/she has received a copy. The employee's signature shall not necessarily signify agreement with the evaluation.
- b. The employee may prepare and submit a written response to the written evaluation within thirty (30) working days of the review. After the thirty (30) working day response period has expired, the formal written evaluation shall be placed in the employee's file. The response shall become a permanent attachment to the evaluation.
- c. When a unit member receives an unsatisfactory final evaluation for two (2) consecutive years, a new evaluator shall be designated for the subsequent year when there are two (2) or more administrators assigned to the site.

Non-Instructional Unit Members

14.8 With respect to performance evaluations, non-instructional unit members (i.e., Counselors, School Nurses, Psychologists, Learning Support Teachers, Instructional Coaches, Teachers on Special Assignment, Time Out Room – Classroom Teacher or other Certificated staff that are not assigned to classroom, etc.) shall be evaluated in accordance with Education Code Section 44662 (c) which refers to the competency of such non-instructional certificated unit members as it relates to the fulfillment of job related duties and responsibilities.

14.9 Non-instructional Unit members shall be evaluated in accordance to Article 14.2.

14.10 The District shall evaluate and assess non-instructional unit members. During the initial meeting, the Unit member shall be given a copy of the evaluation tool.

14.11 The non-instructional unit member(s) and evaluator shall meet within thirty-five (35) working days of the unit member's first actual teaching day to discuss the performance and measurement criteria to be utilized in the evaluation of the unit member's performance. This meeting shall be scheduled by the evaluator. During this meeting the evaluator and the unit member(s) shall discuss the performance and measurement criteria as listed in Article 14.11.

14.12 A change of evaluator can be made in accordance to Article 14.4 b.

Interim Evaluation and Improvement Plan

14.13 A non-instructional unit member shall not receive an annual overall unsatisfactory evaluation without receiving an Interim Evaluation and Improvement Plan prior to week twelve (12) of school the year. The evaluator shall review the Interim Evaluation and Improvement Plan with the unit member upon receipt. In the event that a unit member is on leave, the Interim Evaluation and Improvement Plan deadline shall be extended by the same number of days. In the even the unit member is placed on an improvement plan and/or given an unsatisfactory evaluation, the evaluator shall take positive action to assist the unit member in correcting cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to:

- a. Specific recommendations for improvement.
- b. District assistance to implement such recommendations
- c. Provisions of additional resources, without cost to the unit member, to be utilized to assist with improvement(s)

- d. Techniques to measure improvement(s)
 - e. Time schedule to monitor progress prior to the final evaluation.
- 14.14 The final evaluation will be in accordance to Article 14.8 and Article 14.9.
- 14.15 A non-instructional certificated employee improvement plan, may be used when the Non-Instructional Certified employee evaluation form indicates that the unit member's performance is unsatisfactory or needs improvement and/or to address concerns with employee's failure to meet applicable standards.
- 14.16 Non –Instructional Certificated Forms:
- a. Notice of Evaluator Form
 - b. Improvement Plan Form
 - c. Interim/Final Evaluation Form
 - d. Change of Evaluator Form

Additional Evaluation Procedures

- 14.17 The District and the Association agree to these additional evaluation procedures:
- a. Elements of an employee's personal life that do not reflect upon the employee's job performance shall be excluded from the evaluation process. The evaluation process shall not be used to harass an employee.
 - b. The content and substance of the evaluation shall not be subject to the grievance procedure, Article VIII. Any grievance shall be limited to a claim that the evaluation procedures have been violated.
 - c. The District shall not base its evaluation of a unit member on any information which was not collected through direct observation or from substantiated facts regarding such unit member. Hearsay statements shall be excluded from written evaluation.

- d. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
- e. Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form.
- f. A unit member may obtain Association representation at any meeting or conference that is described in this article.

Forms

14.18 The District and the Association shall agree upon and use the following forms:

- a. Certificated Evaluation Performance and Measurement Criteria Verification and Evaluation Standards Agreement
- b. Observation Form
- c. Improvement Plan
- d. Interim/Final Evaluation Form
- e. Change of Evaluator Form

(All forms are posted on the Districts intranet).

14.19 The District and Association agree to meet and confer in the development of alternative evaluation criteria and forms for unit members in non-teaching or non-standard positions who would not be served well by currently adopted criteria and forms (e.g., ECE Teachers, ECE Lead Teachers, etc.). Non instructional unit members shall be evaluated using the Non-Instructional Certificated Employee Evaluation form.

Complaint Procedure

14.20 A written complaint about a unit member shall be reported to that unit member within five (5) working days following receipt of the written complaint by the District/Site Administrator.

Should either the unit member or the complainant believe that the allegations in the complaint are serious enough to warrant a meeting, the site administrator shall be responsible for scheduling a meeting with the complainant. Either an Associate representative and/or the unit member's administrator may be present at such a meeting. The unit member shall be allowed to read the complaint with the understanding that it is confidential document and shall be treated as such.

ARTICLE XV

SAFETY CONDITIONS

Introduction

The District shall make a reasonable effort to provide employees a place of employment which is as safe as the nature of employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose an immediate or serious threat of serious bodily harm to the unit member.

- 15.1 Unit members shall notify their immediate supervisor in writing concerning any unsafe condition(s) in the District directly affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition(s) and advise the unit member(s) in writing within ten (10) working days of the findings and suggested corrective action(s).
- 15.2 Any maintenance or repair to the classroom except for emergency repairs, which would be unsafe or distracting to the teacher and the students, shall be done when the class is not in session. Site administrator or designee shall be notified in advance if any repair must be done during the school day. Site Administrator or designee shall in turn notify the teacher.
- 15.3 The site administrator or immediate supervisor shall secure and make available personal protection equipment to the employees where required by federal, state and local safety laws and regulations.
- 15.4 In incidents involving attacks or assaults upon unit members, unit members shall complete reports required by the District relating to the violations. When in the judgment of a unit member, the continued presence in class of a student presents a physical danger

to that unit member, or any other person, he/she may institute proceedings for suspension of that student from class. The site administrator shall take action according to District's Student Discipline Procedure.

- 15.5 If an altercation, disturbance, or student discipline situation results in a lawsuit against a unit member by a student or parent, or results in a criminal complaint being lodged against a unit member by a student or parent, such member may request the District to furnish legal counsel at District expense to defend the action. If the District declines the request, and the action then culminates with a final judgment on the merits, after trial, in favor of the unit member, then the District shall reimburse the unit member for reasonable attorney fees actually incurred in defense of the action.
- 15.6 Any unit member may use such lawful and reasonable force as is necessary to protect himself/herself from physical assault while lawfully performing assigned duties. When necessary, visitors to campuses shall be informed of laws prohibiting physical or verbal abuse of employees. Police assistance shall be requested by the site administrator or his/her designee when necessary to protect unit member.

ARTICLE XVI

WORK YEAR

- 16.1 There shall be one hundred eighty-six (186) work days on the standard year calendar.
- a. Within the ECSE/ECDHH work year, all minimum days shall be student free days. These days shall be used for planning/preparation.
 - b. When fiscally possible through categorical funding, the District may extend the standard year calendar by one (1) required Staff Development Day. Unit members shall be compensated at their daily rate. Notice of the extension of the standard year calendar shall be provided by March 15 of the preceding school year.
 - c. When fiscally possible through categorical funding, the Site may extend the standard year calendar by one (1) required Staff Development Day. The extension must be approved by a vote of seventy (70) percent of the unit members at that site. Unit members shall be compensated at their daily rate. Notice of the extension of the standard year calendar shall be provided by March 15 of the preceding school year.
- 16.2 Some unit members may be required to work additional days because of the nature of their particular assignment or committee work. For additional required work days, these unit members shall be compensated on a pro-rata basis. Pro-rata compensation shall be determined by dividing the annual salary of these unit members by the required number of work days.
- 16.3 Unit members shall not be required to attend school when schools are closed due to inclement weather. The parties agree that a waiver shall be required for all inclement weather days.

- 16.4 Psychologists shall work one hundred ninety-eight (198) work days on the standard calendar. The calendar shall include the same work days as a certificated teacher. Non-Student days shall be split equally between the beginning and end of the school year. Psychologists may request to exchange non-student days with prior approval from site supervisor and Human Resources.

ARTICLE XVII

SEPARABILITY AND SAVINGS

- 17.1 If any provision of this Agreement is held to be contrary to laws by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 17.2 If any such decision or change in law occurs, the parties hereto shall, upon request, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XVIII

NON DISCRIMINATION

- 18.1 Neither the District nor the Association shall discriminate against any unit member covered by this Agreement on the basis of race, color, creed, age, gender, sexual orientation, national origin, political affiliation, marital status, physical handicap, or domicile.
- 18.2 Neither the District nor the Association shall discriminate against any unit member on the basis of his or her membership.
- 18.3 Rules which are designed to implement this Agreement shall be uniformed in application and effect.

ARTICLE XIX

PART-TIME EMPLOYMENT

Part-time Employment

- 19.1 Any unit member who is interested in participating in the program shall make application to the District no later than April 1. The District shall schedule a meeting with each such unit member on or before June 10 to develop a mutually agreeable program for such unit member.
- a. The unit member must have been employed full-time in a position requiring certification and have permanent status.
 - b. The option of part-time employment must be initiated at the request of the unit member.
 - c. The unit member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which the payments are made that would be required if he/she remained in full-time employment. The unit member shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time member.
 - d. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.
- 19.2 A unit member, 55 years of age or older, employed on a part-time basis shall receive the credit he/she would receive if he/she was employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to under the

Education Code, based upon the salary that he/she would have received if employed on a full-time basis.

- 19.3 A unit member fifty-four (54) years of age, or younger, employed on a part-time basis, shall pay retirement benefits on one-half (1/2) of his/her annual salary and shall receive one half (1/2) year service credit toward retirement.
- 19.4 The agreement between the District and participating unit members shall be consummated on or before June 10. The unit member may be accompanied by an Association representative in any meeting he/she attends with the District pursuant to this Article.
- 19.5 A unit member may terminate his/her agreement with the District at the end of any school year. The unit member must notify the District, in writing, of his/her intent to terminate no later than February 1. Any unit member who terminates his/her agreement shall be eligible to return to full-time employment, in accordance with the Education Code.
- 19.6 The District may extend the above-mentioned time requirements and notification dates at its discretion.

ARTICLE XX

TEMPORARY TEACHERS

- 20.1 Temporary teachers shall be entitled to all benefits provided for in this Agreement.
- 20.2 Temporary teachers shall be entitled to the same salary benefits as regular teachers.
- 20.3 In filling positions for the ensuing school year, the Board shall not place applicants for employment until temporary teachers who served the preceding school year have been considered. To be considered for employment a temporary teacher must have been recommended by his/her immediate supervisor.
- 20.4 Criteria for consideration of reemployment shall be based, but not limited to:
 - a. Credential
 - b. Recommendation of immediate supervisor
 - c. Past performance
 - d. Seniority in District

ARTICLE XXI

TEACHER TRAVEL

- 21.1 Unit members shall not transport students in private automobiles when involved in school activities, unless acting as a Site Administrator Designee or Administrative Intern.
- 21.2 Unit members who are authorized by the District to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the established District rate, per mile, for all driving done after arrival at the first assigned location at the beginning of their work day. The rate of reimbursement, at the request of the Association, shall be at the IRS approved rate at the time of travel.

ARTICLE XXII

CONSULTATION

- 22.1 The District and the Association agree to establish and maintain a Consultation Committee for the purposes of providing input and exchanging information about the educational program decisions made by the District.
- 22.2 The Association has the right to consult with the District on the definition of educational objectives, determination of content of courses and curriculum, and the selection of textbooks.
- 22.3 The District shall provide notice to the Association that action on any matter of consultation, as defined herein and by the Educational Employment Relations Act (EERA), is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
- 22.4 The Consultation Committee may meet by request of either the District or the Association.
- 22.5 By request to consult of either party, or upon the Association initiating a demand to consult, the parties shall meet to consult on the matter(s) under consideration at least five (5) working days prior to the District making a decision of policy or course of action.
- 22.6 The Consultation Committee shall be composed of up to nine (9) members – up to three (3) District members and up to six (6) bargaining unit members. Additional members may be included by mutual agreement of both the District and the Association.
- a. The Association shall appoint the bargaining unit members who serve on the committee.

- b. The Superintendent or designee shall appoint the District members who serve on the committee.
- 22.7 The committee shall meet at least two times each school year.
- 22.8 The committee shall discuss all consultation matters under consideration and make a good faith effort to come to consensus. Any recommendations made by the committee shall be reduced to writing and maintained by the parties.
- 22.9 The committee shall not make decisions which violate the collective bargaining agreement between the parties.

ARTICLE XXIII

SUMMER SCHOOL/INTERSESSION

- 23.1 A summer school program shall be conducted at the discretion of the District.
- 23.2 Potential summer school vacancies shall be posted by the District on every Association bulletin board no later than April 1.
- 23.3 Summer school employees shall be employed contingent upon adequate student attendance.
- 23.4 Requirements for an employee to be eligible for consideration for summer school shall be:
 - a. An appropriate teaching credential
 - b. No other District job commitments for the period of the summer session
 - c. A letter of application to the Director of Human Resources
 - d. Priority shall be given to unit members with the greatest length of service
- 23.5 No unit member shall be required to teach summer school, but priority shall be given to qualified employees before making offers of employment to credentialed qualified candidates from other districts. The selection process shall be fair, equitable and consistent.
- 23.6 Assignments for summer school shall be posted no later than June 1 on every Association bulletin board.
- 23.7 Summer school shall not be fewer than twenty (20) instructional days. Unit members employed shall receive an additional day of paid preparation time.
- 23.8 The work day shall consist of five (5) hours per day, which shall include at least one (1) duty-free break.

- 23.9 Unit members teaching summer school shall be entitled to one (1) day of illness leave as provided for in Article V, Section 5.7.
- 23.10 After two (2) consecutive years teaching summer school, the unit member shall be placed on low priority in reference to other district application.
- 23.11 An intersession program shall be conducted at the discretion of the school site administrator.
- 23.12 All intersession positions are voluntary.
- 23.13 Priority for teaching intersession shall be given to qualified unit members on site before making offers of employment to other qualified candidates. The selection process shall be fair, equitable and consistent.
- 23.14 Intersession shall be determined by the site administrator. If an intersession work day is four and one-half hours (4 ½) or more, it shall include a consecutive thirty-five (35) minute duty free lunch period, and the unit member shall be paid three-fourths (3/4) of their daily rate.

ARTICLE XXIV

TRANSFERS/REASSIGNMENT/RELOCATIONS

Definitions

1. Transfer – a change of school, but within the same position classification.
Position is intended to mean regular classroom teachers, special education teachers, reading specialists or support personnel in their area of specialty.
2. Involuntary Transfers – transfers initiated by the District or by a unit member who has been left off a site staff list, to a vacancy within the District.
3. Voluntary Transfers – transfer request initiated by the unit member to a vacancy within the District.
4. Vacancy – any certificated position the District has determined to fill that does not have a unit member assigned to it.
5. Reassignment – a change of assignment within the same building or school site (includes new assignment to a combination class in a general education TK-5, K-8, or dual immersion class). Reassignment shall not apply to unit members at Oak Tree Community Day School and Innovations Academy due to their program designs.
6. Relocation – a change of location within the Early Childhood Education program to a vacancy within the District.
7. Length of service – begins on the date upon which unit members first rendered paid service within the District with a Preliminary or Clear credential. Length of service for Early Childhood Education shall be based on possession of a Child Development Teacher Permit. Procedure for tiebreaking criteria shall be kept by

the Human Resources office and provided upon request. When a unit member shall have a break in service, the unit member's date of employment shall be deemed to be the date on which the unit member first accepted reemployment.

8. Past Performance – performance of a unit member is determined solely by written documentation such as evaluations, improvement plans, memorandum, and letters of recommendation.
9. Displaced Teacher – any unit member whose current assignment has been eliminated due to school closure and/or school re-designation or has been left off the staffing list.

General Provisions

24.1

- a. By March 16, each site shall provide a tentative staff list, including grade and subject. Early Childhood Education list shall include program and site location.
- b. The site administrator shall post all vacancies for voluntary reassignment consideration prior to posting the March 16, tentative staffing list.
- c. Any unit member may at any time apply in writing to the District for a transfer/relocation/reassignment prior to the final posting date of any known vacancy. Any unit member may be transferred/relocated only after consultation with the unit member involved. Transfer/relocation of unit member shall not be made for punitive or capricious reasons. All unit members shall be notified by May 15 of their tentative assignments for the following school year and the District shall make a reasonable effort to fulfill these assignments. Prior to the last day of school, unit members will

notify their administration if they are interested in a reassignment for the subsequent school year.

- d. If a unit member is excluded from a staffing list and the position he/she occupied becomes a vacancy (within the first two (2) weeks of the start of school), that unit member shall return to that position if he/she desires.

Reasons for Initiating Voluntary Transfers, Reassignments and Relocations

- 24.2 Voluntary Transfers, Reassignments, and/or Relocations may be made when initiated in writing by the unit member.

Criteria for Voluntary Transfers, Reassignments and Relocations

- 24.3 The following criteria shall be used in consideration of a Transfer, Reassignments, and/or Relocations request:
 - a. CTC credential/certification/permit for Early Childhood Education
 - b. Length of service
 - c. Qualifications of unit member considering past performance and experience
 - d. Concurrence of administrator shall be one (1) of the criteria but not the sole criteria
 - e. Program – based qualifications

All criteria being equal, length of service shall be the deciding factor.

- 24.4 If the unit member is not selected in the transfer/relocation process, at the request of that unit member, the administrator shall provide, within ten (10) working days, a written explanation supporting the selection of the unit members to fill the vacancy.

- 24.5 If the unit member's transfer/reassignment/relocation request is denied, upon request, unit member shall be provided, within ten (10) working days, a written statement of the reasons and criteria for the denial.

Reasons for Initiating Involuntary Transfers

24.6 Involuntary Transfers may be made for the following reasons:

- a. Staffing overage
- b. Confidential personnel related matters initiated solely by the Assistant Superintendent of Human Resources.

Criteria for Involuntary Transfers

24.7 The following criteria shall be used, except in the cases of confidential personnel issues:

- a. Any unit member who volunteers to transfer to a school site where a staff shortage exists.
- b. The unit member with the least length of service, unless that member is currently serving in a program which requires a specific CTC credential/certification and possesses that CTC credential/certification.

24.8 An involuntary transfer shall not occur more often than once in two (2) consecutive school years, unless the unit member voluntarily requests a transfer to a different position.

Reasons for Initiating Involuntary Reassignments

24.9 Involuntary reassignments may be made to a vacancy as a result of:

- a. enrollment fluctuation
- b. consideration of past performance/level of experience

Criteria for Involuntary Reassignments

24.10 The following criteria shall be used in consideration of an involuntary reassignment:

- a. CTC credential/certification
- b. least length of service

- c. past performance (past positive performance shall not be used to involuntarily reassign a unit member.)

In the case of involuntary reassignment due to enrollment fluctuation, the criteria would be applied to the affected grade levels.

Reassignment

- 24.11 Involuntary reassignments shall not occur more often than once in two (2) consecutive school years, unless the unit member voluntarily requests a reassignment to a different position.
- 24.12 Prior to any involuntary reassignment, the unit member shall be given as much advance notice as reasonably possible. During the school year, reasonable effort shall be made to give the unit member at least five (5) working days notice of reassignment.
- 24.13 Upon request of the unit member, a written statement of the reasons and criteria used for the involuntary reassignment shall be given to the unit member within ten (10) working days.

Relocation

- 24.14 Involuntary relocation of Early Childhood Education teachers may be made for the following reasons:
 - a. Facilities
 - b. Licensing requirements
 - c. Enrollment fluctuations
 - d. Income eligibility fluctuations
 - e. Program clustering

- f. Difficult staff relationships documented in writing on Early Childhood Education approved complaint procedure form.
- g. Head Start Act requirements.

Criteria for Involuntary Relocations

24.15 The following criteria shall be used in consideration of an involuntary relocation:

- a. Language ability
- b. Occupants of affected facility
- c. Length of service
- d. Past performance (past positive performance shall not be used to involuntarily relocate a unit member.)
- e. Lead Teacher Assignments
- f. Confidential personnel matters initiated solely by the Assistant Superintendent of Human Resources

All criteria being equal, length of service with the District shall be the deciding factor.

Government contracts with Federal, State and County agencies shall supersede this agreement regarding relocation.

Displaced Teachers

24.16 Displaced teachers shall be placed in a vacant assignment prior to any other transfers or reassignments.

Criteria for placement of displaced teachers

24.17 The following criteria shall be used in consideration of the placement of a displaced teacher:

- a. CTC credential/certification/permit for ECE

- b. Length of service
- c. Qualifications of unit member considering past performance and experience
- d. Program based qualifications\
- e. Equal distribution
- f. Unit member's request

24.18 Prior to the final decision regarding the change in a unit member's current grade level or subject matter assignment, the immediate supervisor shall discuss the proposed change with the unit member. If the unit member objects to the proposed change, the immediate supervisor shall consider the unit member's suggested alternative ways of handling the situation. The final decision shall rest solely with the Assistant Superintendent of Human Resources.

Notification of Vacancies

24.19 The District shall post at each school site, District Office, District Website, and email each unit member a list of all vacancies within the school district as each vacancy occurs. Each notice shall state a deadline for applications which shall be not less than seven (7) calendar days after posting. The posted vacancies shall not be filled by personnel outside the District prior to such posting and observance of the stated deadline. Current unit members that volunteer for an opening shall be considered before outside applicants unless an opening occurs after April 15th per Ed Code 35036(b). The site administrator shall post all vacancies for voluntary reassignment consideration prior to posting vacancies District-wide for transfer consideration. Vacancies resulting from granted reassignments/transfers to open/posted vacancies may not be subject to posting and reassignment/transfer process, and shall be filled at the discretion of the District.

Fluctuation in Pupil Enrollment

- 24.20 An over-staff or surplus situation may be deemed to exist when the number of unit members present at a given school site exceeds the ratios established by the staff unit formula. The site administrator, in cooperation with the Human Resources Office, shall first determine that a staff surplus exists. The Human Resources Office and other site administrators shall determine if a staff shortage exists in the District. All unit members at a site where over-staffing occurs shall be notified. An opportunity for consideration shall then be provided for any unit member at the school site where a staff surplus exists to volunteer to transfer to a school site where a staff shortage exists.
- 24.21 In the event an appropriate volunteer is not obtained, the Human Resources Office may transfer an appropriate unit member from an over-staffed situation to an understaffed situation consistent with the criteria listed in Section 24.4 of this Article.

Assistance when Transferred/Reassigned/Relocated/Displaced

- 24.22 When a unit member is transferred/reassigned/relocated/displaced during the school year the unit member shall receive two (2) days of non-teaching time to affect the transfer/relocation. The District shall also furnish reasonable assistance in moving personal teaching materials and equipment belonging to that unit member.

ARTICLE XXV

CLASS SIZE

Introduction

It is the policy of the Palmdale School District to provide a staffing unit plan that responsibly meets budgetary constraints while encouraging initiative by the site administrator, after consultation with his/her staff, to develop staffing patterns which meet instructional needs.

The District shall make an effort to maintain reasonable class size. The Association and the District shall work together during the life of this Agreement to distribute the teacher workload as equitably as possible within the limits of District resources.

Staff Unit

- 25.1 A staff unit is defined as a personnel unit, either certificated or classified, with a full-time certificated person having a unit value of 1.0 and a full-time classified employee having a unit value of .500.

Certificated Unit Value

- 25.2 Each certificated personnel shall have a unit value which corresponds to the portion of the work day.

Elementary School

Full Time

.80 or 4/5

.60 or 3/5

.50 or 1/2

.40 or 2/5

.20 or 1/5

Middle School

Full Time

.86 or 6/7

.71 or 5/7

.57 or 4/7

.43 or 3/7

.29 or 2/7

.14 or 1/7

Staffing Allocation

25.3 The District and PETA agree to establish alternative annual average class enrollment for each school site at the transitional kindergarten through third grade levels (TK-3rd) in order to be eligible to receive funding provided in the K-3 Class Size Reduction Augmentation Grant, pursuant to California Code Section 42238.02(d)(3).

25.4 Staffing unit shall be allocated by:

- a. One (1) staff unit shall be allocated per daily average of twenty-nine (29) students in grades transitional kindergarten through fifth grade (TK-5th) per school site consistent with available site facilities. The TK-5th annual average class enrollment for each school site shall not exceed twenty-nine (29) students.
- b. One (1) staff unit shall be allocated per each thirty-one (31) students in grades fourth through eighth enrollment (4th-8th -enrollment) including dual immersion, dual immersion plazas and Palmdale Learning Plaza.
- c. One (1) staff unit shall be allocated per daily average of twenty-nine (29) students in Middle schools.
- d. One (1) staff unit shall be allocated per daily average of forty-one (41) students in Physical Education classes at Middle schools.
- e. Should a Middle School desire to have a Time Out Teacher, the approved process shall be as follows:
 - an 80% approval by unit members at that site, voting with signatures confirming the approval according to PETA guidelines.

This shall occur prior to March 1 each year for the following year.

- f. ECE Head Start class size shall not exceed limits stated in the Head Start Performance Standards.
- g. ECE State Preschool class size/adult-to-child ratio shall not exceed limits stated in Education Code /California Code of Regulations, Title 5.
- h. Early Childhood Special Day Class size shall not exceed limits stated in Education Code.
- i. One (1) psychologist staff unit shall be allocated per 900 enrolled students including special education on a general education campus. Resource Specialist Program (RSP)/Special Day Class Mild/Moderate (SDC) work load shall not exceed five (5) programs. School site staffing shall be allocated based on the following formula:
(School enrollment divided by 180 plus the number of SDC/RSP programs on campus) divided by 10.
- j. A minimum of three (3) psychologist staffing units shall be allocated to SDC Moderate/Severe Programs inclusive of Yellen and Autism programs.
- k. A minimum of three (3) psychologist staffing units shall be allocated to Early Childhood Special Education (ECSE), excluding the Early Childhood Education (ECE) Program Psychologist.
- l. Elementary PE shall be staffed with one PE teacher plus an aide provided for periods exceeding 45 students. Example: $135 \text{ students per group} \div 45 = 3 \text{ staff members}$: one PE Teacher, plus 2 aides.

25.5 Class Size Overage

a. Class Size and Total Student Contact

	TK-5th grade	4th-8th Elementary School (including DI, DI Plazas and PLP)	Middle School	PE Middle School	Music Classes Middle School	Middle School Support Classes	Community Day School	1/7th Teacher	Schools with Time Out Room	Independent Study Teacher
Class Size	29	31	29	41	41*	25	15	29	30	33
Total Student Contact	29 +1	31 +1	174 +1	246 +1	204 +1	25 +1	15 +1	203 +1	180 +1	33 +1

*Maximum per period – not subject to period balancing

	SDC Mild/Moderate	SDC Moderate	SDC Moderate/Severe	DHH	DHH Itinerate	PDC Autism	Yellen	RSP
Class Size	16	14	12	16	32	10	12	28
Total Student Contact	16 +1	14 +1	12 +1	16 +1	32 +1	10 +1	12 +1	28

Palmdale Learning Plaza's MYP (6th, 7th and 8th) teachers will be compensated for class size overage per the tables below:

	PLP MYP Teachers
Class Size	31
Total Daily Student Contact	165

	PLP MYP Teachers - PE
Class Size	41
Total Daily Student Contact	246

The District will make every reasonable effort to equalize class loads and stay within Class Sizes. Equalization of classes shall occur within twenty (20) days after the start of the first semester.

- b. **Overage Compensation** - Compensation will be based upon average total student contacts. Any decimal amount of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. For example, an average of 32.5 shall be rounded up to 33 student contacts.

First Semester: Days for overage compensation shall be calculated based on an average of the twenty-first (21st) date of enrollment through the final day of the first semester.

Second Semester: Days for overage compensation shall be calculated based on an average of the first day of the second semester through the final day of the second semester.

Compensation is paid on a per semester basis.

The Overage Fee is based on exceeding the Total Student Contact. Total Student Contact is the sum of the unit member's Class Size plus one.

The District's student information management system enrollment on the three (3) identified days determine enrollment. Overage fees to be paid at the indicated rate or the indicated factor of Column A Step 1 of the 186-day certificated salary schedule when the factored amount is greater than the indicated amount.

Number of Students Over Total Student Contact	Contact Overage Fee Elementary Schools	Contact Overage Fee Middle Schools
1	\$250.00 or 0.005	\$150.00 or 0.003
Each additional	\$250.00 or 0.005	\$150.00 or 0.003

Compensation for Palmdale Learning Plaza's MYP (6th, 7th and 8th) teachers will be based upon average total daily student contacts. The Overage Fee for PLP is based on exceeding the total daily student contact by two (2).

Number of Students Over Total Daily Student Contact	Contact Overage Fee for PLP MYP Teachers
2	\$150.00 or 0.003
Each additional (2 contacts)	\$150.00 or 0.003

- c. Special Education class sizes will be paid according to Article 25.5 except that a 20% deduction for each additional staff member assigned to the special education class will be taken from the total to be paid with a maximum deduction of 50% of the payable overage compensation.
 - d. The above provisions shall not be construed to hinder the District's flexibility in utilizing instructional groupings different from the standard classroom, such as large group instruction, cooperative teaching teams, pilot programs, or other nonstandard structures.
 - e. The provisions of this article shall not apply to language speech specialists, resource specialist program teachers without a waiver in place, curriculum resource teachers, learning support teachers, failed sub coverage, intersession, before and after school programs, and classes maintained during summer intersession and summer school.
- 25.6 Schools serving pupils in District Resource Specialist Programs sponsored by the District shall be entitled to include the number of pupils served in the enrollment when total staffing units are calculated.
- 25.7 The following personnel shall not be included in building staff allocation:
- Teachers of Resource Specialist Programs, Special Day Classes, Adapted Physical Education, Counselors, Language Support Teacher, Language/Speech Specialist, Nurses, Music Teachers, Psychologists, Teachers on Special Assignment, Instructional Coaches and Time Out Room – Classroom Teacher.

- 25.8 It is agreed that small schools face specific needs which may not be fully met by the above allocations. Accordingly, the following supplemental staffing units shall be allocated:
- a. Schools with an enrollment of less than 426 pupils shall be allocated an additional .250 staff units
 - b. Schools with an enrollment of less than 326 pupils shall be allocated an additional .250 staff units.

Maintenance of Staff Unit Ratios

- 25.9 At all grade levels, it is agreed that assignments shall be made in such a manner as to ensure the maintenance of the staffing allocations described above. In calculating the total staff units for a school, the total shall be rounded off to the nearest .125. The Office of Certificated Human Resources shall report monthly (October through May) to the Superintendent, including whether or not the staffing unit ratios are being maintained. Adjustments upward or downward in the staffing unit allocations, as indicated by actual enrollment, may be made during that time based on instructional needs. “Enrollment + or – 20” within a school shall be used as a guideline.
- 25.10 The District shall make an effort to maintain reasonable class size. The Association and the District shall work together the life of this Agreement to distribute the teacher workload as equitably as possible within the limits of District resources. The Association and the District recognize the possible need for combination classes. Both agree that these shall be kept to a minimum.

25.11 Class Size Equalization

- a. Classes shall be equalized with teacher involvement by priorities requested by parents (i.e. 1st, 2nd, 3rd) and a “first come, first served” basis: keeping workloads equitable within grade levels, within two (2) students. In grades 6, 7 and 8 at the Middle schools, total student contact should be equalized within ten (10) students.
- b. The District shall make a good faith effort to equalize ECE workloads with regards to four (4) year olds and three (3) year olds within each am/pm session at each location.
- c. Teachers report actual students daily for the first week to determine equitability. New students shall be assigned to classes based on current reported figures. Some students (latest to register) may be assigned temporarily to a class until equitability is stabilized.
- d. Late enrolling students lose “first come, first served” priority.

25.12 Full Inclusion/Mainstreaming (FIM)

- a. Unit members impacted by FIM students shall be provided specialized training necessary for successful implementation. Such training shall be at the unit member’s request and with release time or compensation at the current extra duty rate of pay, not to exceed five (5) hours per year.
- b. Unit members shall receive a student’s IEP within 24 hours when coming from a school within Palmdale School District. The District shall make a good faith effort to obtain a student’s IEP from a school outside of the District.
- c. Language and Speech Specialists shall receive one (1) three and one-half (3.5) hour aide.

25.13 The District shall not submit a waiver request to the State Department of Education or to the Commission on Teacher Credentialing without first providing the Association an opportunity to express its position in writing on the waiver request form.

25.14 The District and the Association agree to negotiate full inclusion language.

- a. Enrollment in Special Day Classes shall not exceed a District-wide average of 14 pupils. Each Special Day Class shall have full-time instructional assistance.
- b. ECSE classrooms having two (2) teachers assigned to the classroom may have up to eighteen (18) pupils per session, with two (2) sessions per school day. Each ECSE shall have two (2) instructional assistants assigned. Sessions having more than eighteen (18) pupils shall be provided additional assistance in the classroom. Caseloads for the two (2) teachers shall be divided so that one (1) teacher is responsible for the first session and the other teacher responsible for the second session.
- c. Two (2) day ECSE classrooms providing Center-Based ECSE support for pupils not requiring five (5) day per week programs shall consist of the following:

Monday-Tuesday group of pupils plus a Thursday – Friday group of pupils. Each group shall be divided into a first and a second session.

Pupils attend either the first or second session. Each Center-Based ECSE classroom shall have one (1) instructional assistant. Each session shall be soft capped at eight (8) pupils. Sessions having more than eight (8) pupils shall be provided additional assistance in the classroom.

Each Wednesday shall be a “non-pupil” day, to facilitate the performing of assessments, attending IEP meetings, developing IEP documents, and participating in staff development opportunities.

- d. Four (4) day ECSE programs providing Center-Based ECSE support for pupils not requiring five (5) day per week programs shall consist of the following:

Pupils in these classrooms attend Monday, Tuesday, Thursday, and Friday.

Each classroom shall be divided into a first and a second session. Pupils attend either the first or the second session. Each Center-Based ECSE classroom shall have two (2) instructional assistants. Each session shall be soft capped at twelve (12) pupils. Sessions having more than twelve (12) pupils shall be provided additional assistance in the classroom.

Each Wednesday shall be a “non-pupil” day, to facilitate the performing of assessments, attending IEP meetings, developing IEP documents, and participating in staff development opportunities.

- e. Assignments for school nurses are determined by the pupil/nurse ratios based on services required per handicapping conditions and other factors such as geographical distances, number of sites served, unique pupil health conditions and any other relevant factors existing at school sites. Nurses shall not be required to attend IEPs unless requested by the student’s case manager and/or site administrator. School nurses shall have the opportunity to provide input to the nurse/pupil ratio and shall provide their immediate supervisors information regarding unique positions at their site(s).

- f. ECE State Preschool shall have two (2) instructional assistants per session.
- g. In Special Education, DIS assignments and caseloads are based on handicapping conditions, geographical distances, number of sites served, unique pupil conditions and other relevant factors.
- h. Unit members providing DIS services shall have the opportunity to provide input during the calendar year regarding the above factors to the administrators responsible for their assignment and caseload.

25.15 The caseload for Language and Speech Specialists shall not exceed limits stated in current Education Code.

- a. Language Specialists shall receive one (1) five and three-quarter hour aide, five (5) days per week if their caseload meets or exceeds limits stated in current Education Code.
- b. Current Language and Speech Specialists who volunteer and are appointed to act as a mentor/support provider to new, waived, or substitute Language and Speech Specialists shall receive a stipend. Support activities shall include assistance in assessment, development of IEP's, advise on therapies, attend IEP's if appropriate, and other support activities as appropriate.
- c. In order to support current Language and Speech Specialists, the District and PETA agree that the District shall select a Language and Speech Department Liaison through the hiring process provided for in the Collective Bargaining Agreement between the District and PETA. The Language and Speech Department Liaison shall receive stipend. Support activities shall include preparing agenda and Language and Speech staff meetings, chair special Language and Speech committees and task

- forces, assist in Language and Speech Specialist recruitment, assist in conducting and coordinating staff development for Language and Speech staff, meet periodically with Special Education Director to discuss departmental concerns and issues and provide input to Special Education Director in assignments of specialists.
- d. The caseloads for DIS, APE shall not exceed a district-wide average of fifty-five (55) pupils.
 - e. The average caseload for Resource Specialists shall not exceed limits in Education Code, plus state waiver.
 - f. Psychologists who volunteer and are appointed to act as a mentor/support provider to new, waived, or substitute psychologists shall receive a stipend. Support activities shall include assistance in assessment, development of IEP's, advise on therapies, attend IEP's if appropriate, and other support activities as appropriate.
 - g. In order to support current psychologists, the District and PETA agree that the District shall select a Psychologist Department Liaison through the hiring process provided for in the Collective Bargaining Agreement between the District and PETA. The Psychologist Department Liaison shall receive a stipend. Support activities shall include preparing agenda and psychologists staff meetings, chair special psychologists committees and task forces, assist in psychologist recruitment, assist in conducting and coordinating staff development for psychologist staff, meet periodically with Special Education Director to discuss departmental concerns and issues and provide input to Special Education Director in assignments of specialists.

25.16 DHH SDC classrooms shall not exceed three (3) grade levels per teacher.

ARTICLE XXVI

STUDENT TEACHER SUPERVISION

- 26.1 The District agrees to provide a cash payment to that unit member who is assigned a student teacher from an accredited college or university.
- 26.2 The aforementioned cash payment shall be in the amount of the gratuity paid to the District by the college or university.
- 26.3 The Master Teacher should have permanent status in the District. This position shall be voluntary.

ARTICLE XXVII

TEACHER SUPPORT

27.1 Support for the Teacher Induction Program and Support (TIPS).

In keeping with the stated purpose of the TIPS/Teacher Induction programs, which is to improve the quality of instruction in the district, and to help unit members successfully begin their teaching careers, all unit members with less than two (2) full years of fully credentialed teacher experience shall be required to participate in the TIPS program.

27.2 The District shall provide an induction program as defined by the state approved Induction Program Standards. All eligible teachers shall participate as defined by the CCTC and the California Department of Education program eligibility chart.

27.3 Existing permanent teachers receiving an improvement plan shall be provided the opportunity for peer assistance to improve his/her teaching strategies and methods, classroom management and/or knowledge of subject.

27.4 When a unit member is reassigned to a position they have never taught, the unit member may request peer assistance to improve his/her teaching strategies and methods, classroom management and/or knowledge of subject.

ARTICLE XXVIII

JOB SHARING PLAN

- 28.1 Unit members who are interested in participating in job-sharing plan may make application to the District to participate in a job-sharing assignment no later than March 1. Unit members that need assistance in finding another unit member that is interested need to contact the Association President to assist.
- Definition – “Job sharing” shall refer to two (2) unit members sharing one (1) full-time teaching assignment. In no event may more than two (2) unit members share one (1) full-time teaching assignment in any school year.
- 28.2 No more than twenty-five (25) full-time teaching assignments in any one (1) school year shall be subject to job sharing as set forth in this section. The District and the Association agree that these shall be no more than five (5) shared positions per site and that when a site has reached the maximum number of positions, the existing job shares have renewal priority over new proposed job shares. Teachers shall use district approved form. Priority for new job shares shall be given to unit members with the highest combined length of service.
- 28.3 A job-sharing assignment shall be for a period of one (1) school year.
- 28.4 If two (2) unit members are interested in participating in a job-sharing assignment for the following school year, they must submit their application for a job-sharing assignment, along with a teaching plan, to the site administrator of the school no later than March 1.
- 28.5 The site administrator shall review the application and thereafter forward the application to the Superintendent.

- 28.6 The Superintendent shall review the application and forward his/her recommendation to the Board of Trustees. The decision of the Board of Trustees is final.
- 28.7 If the job-sharing plan is approved by the Board of Trustees, a job-sharing agreement between the two (2) job-sharing unit members and the District must be finalized no later than May 1.
- 28.8 Notwithstanding any other provisions of this agreement, job-sharing unit members' wages, employee benefits, and authorized paid leave of absence days shall be prorated based on the actual time each unit member works in the job-sharing assignment.
- 28.9 In no event shall the total amount of wages, employee benefits or other paid benefits, including authorized paid leave of absence days, for the two (2) job-sharing unit members, exceed the amount the District would have paid, or would be required to pay if the position had not been shared.
- 28.10 In the event that the share agreement requires participation in the California Value Trust, the participants agree to reimburse the District for the differences in the benefits costs. Where both parties are eligible for benefits under the California Value Trust, both parties shall be required to reimburse the District for the difference in cost.
- 28.11 Unit members participating in a job-sharing assignment who wish to continue their job-sharing assignment for the following school year must reapply by March 1 in accordance with this section.
- 28.12 In the event the unit members participating in a job-sharing assignment elect not to reapply for a job-sharing assignment, or in the event in the District does not approve the continuance of the job-sharing assignment, the unit members shall be returned to full-time employment.

28.13 The District shall notify the job-sharing unit members who shall not be participating in a job-sharing assignment for the following school year of their full-time assignments for the following year in accordance with the agreement. The District agrees to make a reasonable effort to return the unit member to his/her original school, if requested. However, it is understood and agreed that the District may not be able to assign a unit member who participates in a job-sharing plan to his/her former school.

ARTICLE XXIX

CALENDAR

- 29.1 The District shall, in a timely manner, notify the Association with regard to planning and/or implementing any additional year-round education programs and shall negotiate those items which impact upon the agreed-upon contract.
- a. Notice that the District is considering a change in schedule for a school, from traditional year-round or from one (1) year-round system to another, shall be given to unit members on or before February 1. Notice of adoption of a change shall be given to unit members before March 15.
 - b. The District and Association shall continue in a collaborative effort to work on language as need arises.
 - c. The Superintendent shall meet and confer with representatives from PETA when developing the calendar and shall reach a Memorandum of Understanding annually, by March 15, effective for the following school year.

ARTICLE XXX

VARIANCE WAIVER

The District and the Association agree that the specific provisions contained in the Collective Bargaining Agreement shall prevail over current and past District practices and procedures and over state laws to the extent permitted by State Law, and that in the absence of specific provisions in this Collective Bargaining Agreement or in the law such practices and procedures are discretionary with the District.

The District and the Association further agree that, with the mutual consent of the parties, any provision of this Collective Bargaining Agreement may be waived if such waiver supports the educational mission of the District. The process and structure for obtaining such a waiver shall be known as Variance Waiver.

1. Variance Waiver Committee:
 - a. The purpose of the committee is to consider Collective Bargaining Agreement waiver requests which may be submitted from any school site.
 - b. The committee shall consist of seven (7) members:
 - i. three (3) Association representatives
 - ii. three (3) District representatives
 - iii. the Association President
 - c. The Association representatives shall consist of the Negotiations Chairperson and two (2) Association appointed unit members.
 - d. The District representatives shall consist of the Director of Human Resources (Certificated) and two (2) District representatives appointed by the District.
 - e. The Association President shall vote only in the event of a tie.

- f. The committee shall meet during the working day as needed throughout the work year. The duration of each meeting shall be dependent upon the number of waiver requests to be considered. Substitutes shall be procured through normal procedures.
 - g. The committee shall be responsible for its own procedures, including the selection of a chairperson. Requested clerical support shall be provided by the District.
2. Request for Variance Waiver
- a. Requests for a variance waiver of a specific provision(s) of the Collective Bargaining Agreement shall be submitted to the Variance Waiver Committee with:
 - i. evidence of a 70% approval by unit members, at that site, voting with signatures confirming the approval according to PETA guidelines
 - ii. the endorsement of the Site Administrator and appropriate Assistant Superintendent
 - b. Waiver requests shall contain such other information as may be required by the Variance Waiver Committee (e.g. purpose, duration, effect, etc.).
 - c. All waiver requests shall be approved by April 1 of each year in order to be included as an agreement waiver for the following year unless specifically exempted from this requirement by the District and the Association.
 - d. Variance Waiver requests may not include extensions to the unit member's total work minutes per week without commensurate compensation at the daily rate of pay.

3. Approval of Variance Waiver Requests:
 - a. In order to be recommended to the Superintendent, the waiver request shall be approved by a vote of at least four (4) committee members.
 - b. Final approval of the variance waiver shall lie with the Superintendent.
4. Assignment to a Site with an existing Waiver:
 - a. All transfer opportunities to a site with an existing waiver shall be posted with a notification that a waiver is in place at the site, and shall include a copy of specific waiver language.
 - b. Transferees to a site with an existing waiver must adhere to the waiver in place or scheduled to take effect at the site.
5. Continuation/Termination of Waivers:
 - a. An approved waiver shall be reviewed as needed to ensure that the Site Administrator and 70% of the affected unit members wish to continue the waiver.
 - b. If during a review the Site Administrator and 70% of the affected unit members do not wish to continue the waiver, the previously waived agreement provision(s) shall automatically be reinstated in its entirety no later than the beginning of the next semester or school year, as specified.
 - c. With the exception of the specific Variance waiver, all other articles of the Collective Bargaining Agreement shall remain in full force and effect and have full application to the unit members who are affected by the approval site waiver.

ARTICLE XXXI

PUBLICATION OF AGREEMENT

- 31.1 Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall provide each unit member with an electronic copy of the agreement and shall post the agreement on the District website and provide one (1) hard copy to a unit member upon request. The Association shall post the electronic copy of the agreement on the PETA website.

ARTICLE XXXII

DURATION AND RENEGOTIATION

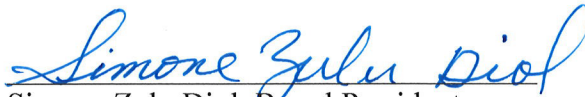
- 32.1 The District and the Association agree that this Agreement shall be in effect from July 1, 2021 through June 30, 2024.
- 32.2 The Association shall make its initial proposal regarding a new contract to the Board of Trustees at the Board's second regularly scheduled meeting in May.
- 32.3 The Association and the District shall begin negotiations no later than ten (10) working days following the Association's initial proposal to the Board of Trustees at the second regularly scheduled Board meeting in May.
- 32.4 The District and the Association agree to have three (3) re-openers in each of the 2022-2023 and 2023-2024 contracted years, one (1) of which shall be salary.

ARTICLE XXXIII

ENTIRE AGREEMENT

- 33.1 Any individual contract between the District and an individual unit member within the representational unit of this Agreement, heretofore executed, shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during the duration, shall be controlling.
- 33.2 This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of the agreement shall be considered part of the established policies of the District.
- 33.3 Except as provided in Article XXXII, Duration and Renegotiations, it is agreed that during the term of this agreement, the parties waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 33.4 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both oral and written. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day indicated below.



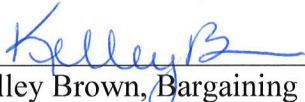
Simone Zulu Diol, Board President
Palmdale School District



Raul Maldonado, Superintendent of Schools
Palmdale School District



Andrew Ramirez, President
Palmdale Elementary Teachers Association (PETA)/CTA/NEA



Kelley Brown, Bargaining Chair
Palmdale Elementary Teachers Association (PETA)/CTA/NEA

3/8/2022
Date

APPENDIX I

Salary Schedules

1. Effective July 1, 2021 all Certificated unit members shall receive a 3% on salary schedule increase.
2. Certificated unit members employed on January 7, 2022, shall receive a one-time, off-schedule payment equal to two percent (2%) of the unit member's 2021-2022 placement on their respective salary schedule.

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Step	Column A	Column B	Column C	Column D
	BA/BS	BA/BS +45 or MA/MS	BA/BS +60 or MA/MS +15	BA/BS +75 or MA/MS +30
1	\$ 52,171.90	\$ 55,383.87	\$ 58,584.07	\$ 61,788.10
2	\$ 54,919.55	\$ 58,127.68	\$ 61,334.36	\$ 64,531.91
3	\$ 58,409.38	\$ 60,868.86	\$ 64,072.90	\$ 67,279.58
4	\$ 60,411.04	\$ 63,616.51	\$ 66,821.99	\$ 70,026.03
5	\$ 63,163.97	\$ 66,361.53	\$ 69,568.21	\$ 72,771.05
6	\$ 65,906.35	\$ 69,111.83	\$ 72,309.39	\$ 75,512.23
7	\$ 68,650.17	\$ 71,855.65	\$ 75,059.69	\$ 78,258.69
8	\$ 71,392.79	\$ 74,596.83	\$ 77,802.31	\$ 81,010.18
9	\$ 74,137.80	\$ 77,348.33	\$ 80,551.17	\$ 83,751.37
10	\$ 76,888.10	\$ 80,092.14	\$ 83,294.98	\$ 86,501.66
11	\$ 76,888.10	\$ 82,841.24	\$ 86,037.36	\$ 89,240.20
12	\$ 76,888.10	\$ 82,841.24	\$ 88,786.45	\$ 91,987.86
13	\$ 76,888.10	\$ 82,841.24	\$ 91,531.47	\$ 94,731.67
14	\$ 76,888.10	\$ 82,841.24	\$ 91,531.47	\$ 94,731.67
15	\$ 76,888.10	\$ 82,841.24	\$ 91,531.47	\$ 94,731.67
16	\$ 78,175.60	\$ 84,128.74	\$ 92,818.97	\$ 96,019.17
17	\$ 78,175.60	\$ 84,128.74	\$ 92,818.97	\$ 96,019.17
18	\$ 78,175.60	\$ 84,128.74	\$ 92,818.97	\$ 96,019.17
19	\$ 78,175.60	\$ 84,128.74	\$ 92,818.97	\$ 96,019.17
20	\$ 79,720.60	\$ 85,673.74	\$ 94,363.97	\$ 97,564.17
21	\$ 79,720.60	\$ 85,673.74	\$ 94,363.97	\$ 97,564.17
22	\$ 79,720.60	\$ 85,673.74	\$ 94,363.97	\$ 97,564.17
23	\$ 79,720.60	\$ 85,673.74	\$ 94,363.97	\$ 97,564.17
24	\$ 79,720.60	\$ 85,673.74	\$ 94,363.97	\$ 97,564.17
25	\$ 81,523.10	\$ 87,476.24	\$ 96,166.47	\$ 99,366.67

186 CDS, Autism, Yellen, PACS

Step	Column A	Column B	Column C	Column D
	BA/BS	BA/BS +45 or MA/MS	BA/BS +60 or MA/MS +15	BA/BS +75 or MA/MS +30
1	\$ 61,674.12	\$ 65,470.12	\$ 69,256.51	\$ 73,040.52
2	\$ 64,923.04	\$ 68,716.63	\$ 72,507.83	\$ 76,289.43
3	\$ 69,047.76	\$ 71,955.94	\$ 75,744.74	\$ 79,535.93
4	\$ 71,416.06	\$ 75,204.86	\$ 78,993.65	\$ 82,782.45
5	\$ 74,672.17	\$ 78,451.37	\$ 82,237.77	\$ 86,026.56
6	\$ 77,911.49	\$ 81,700.29	\$ 85,484.28	\$ 89,268.27
7	\$ 81,155.60	\$ 84,946.80	\$ 88,733.19	\$ 92,512.38
8	\$ 84,397.31	\$ 88,186.11	\$ 91,974.90	\$ 95,766.10
9	\$ 87,641.43	\$ 91,439.81	\$ 95,223.82	\$ 99,007.81
10	\$ 90,892.73	\$ 94,681.52	\$ 98,465.53	\$ 102,256.73
11	\$ 90,892.73	\$ 97,935.24	\$ 101,709.64	\$ 105,496.04
12	\$ 90,892.73	\$ 97,935.24	\$ 104,958.56	\$ 108,747.35
13	\$ 90,892.73	\$ 97,935.24	\$ 108,205.06	\$ 111,989.06
14	\$ 90,892.73	\$ 97,935.24	\$ 108,205.06	\$ 111,989.06
15	\$ 90,892.73	\$ 97,935.24	\$ 108,205.06	\$ 111,989.06
16	\$ 92,180.23	\$ 99,222.74	\$ 109,492.56	\$ 113,276.56
17	\$ 92,180.23	\$ 99,222.74	\$ 109,492.56	\$ 113,276.56
18	\$ 92,180.23	\$ 99,222.74	\$ 109,492.56	\$ 113,276.56
19	\$ 92,180.23	\$ 99,222.74	\$ 109,492.56	\$ 113,276.56
20	\$ 93,725.23	\$ 100,767.74	\$ 111,037.56	\$ 114,821.56
21	\$ 93,725.23	\$ 100,767.74	\$ 111,037.56	\$ 114,821.56
22	\$ 93,725.23	\$ 100,767.74	\$ 111,037.56	\$ 114,821.56
23	\$ 93,725.23	\$ 100,767.74	\$ 111,037.56	\$ 114,821.56
24	\$ 93,725.23	\$ 100,767.74	\$ 111,037.56	\$ 114,821.56
25	\$ 95,527.73	\$ 102,570.24	\$ 112,840.06	\$ 116,624.06

186 Nurse

Step	Column A	Column B	Column C	Column D
	BSN	BSN + 45 or MSN	BSN + 60 or MSN +15	BSN + 75 or MSN +30
1	\$ 64,846.80	\$ 68,737.62	\$ 72,861.88	\$ 77,233.58
2	\$ 67,116.45	\$ 71,143.43	\$ 75,412.04	\$ 79,936.77
3	\$ 69,465.52	\$ 73,633.45	\$ 78,051.47	\$ 82,734.56
4	\$ 71,896.82	\$ 76,210.62	\$ 80,783.27	\$ 85,630.27
5	\$ 74,413.21	\$ 78,878.00	\$ 83,610.68	\$ 88,627.32
6	\$ 77,017.67	\$ 81,638.72	\$ 86,537.05	\$ 91,729.27
7	\$ 79,713.28	\$ 84,496.09	\$ 89,565.85	\$ 94,939.80
8	\$ 82,503.25	\$ 87,453.45	\$ 92,700.66	\$ 98,262.69
9	\$ 85,390.87	\$ 90,514.33	\$ 95,945.18	\$ 101,701.89
10	\$ 88,379.55	\$ 93,682.32	\$ 99,303.25	\$ 105,261.45
11	\$ 88,379.55	\$ 96,961.21	\$ 99,303.25	\$ 105,261.45
12	\$ 88,379.55	\$ 96,961.21	\$ 99,303.25	\$ 105,261.45
13	\$ 88,379.55	\$ 96,961.21	\$ 102,778.88	\$ 108,945.61
14	\$ 88,379.55	\$ 96,961.21	\$ 102,778.88	\$ 108,945.61
15	\$ 88,379.55	\$ 96,961.21	\$ 102,778.88	\$ 108,945.61
16	\$ 89,667.05	\$ 98,248.71	\$ 104,066.38	\$ 110,233.11
17	\$ 89,667.05	\$ 98,248.71	\$ 104,066.38	\$ 110,233.11
18	\$ 89,667.05	\$ 98,248.71	\$ 104,066.38	\$ 110,233.11
19	\$ 89,667.05	\$ 98,248.71	\$ 104,066.38	\$ 110,233.11
20	\$ 91,212.05	\$ 99,793.71	\$ 105,611.38	\$ 111,778.11
21	\$ 91,212.05	\$ 99,793.71	\$ 105,611.38	\$ 111,778.11
22	\$ 91,212.05	\$ 99,793.71	\$ 105,611.38	\$ 111,778.11
23	\$ 91,212.05	\$ 99,793.71	\$ 105,611.38	\$ 111,778.11
24	\$ 91,212.05	\$ 99,793.71	\$ 105,611.38	\$ 111,778.11
25	\$ 93,014.55	\$ 101,596.21	\$ 107,413.88	\$ 113,580.61

Reflects 3% On-Salary Increase Effective July 1, 2021

186 Language Speech Specialist

Step	Column 1
1	\$ 106,491.82
2	\$ 108,394.62
3	\$ 110,295.02
4	\$ 112,197.82
5	\$ 114,100.61
6	\$ 114,100.61
7	\$ 114,100.61
8	\$ 114,100.61
9	\$ 114,100.61
10	\$ 114,100.61
11	\$ 114,100.61
12	\$ 114,100.61
13	\$ 114,100.61
14	\$ 114,100.61
15	\$ 114,100.61
16	\$ 115,388.11
17	\$ 115,388.11
18	\$ 115,388.11
19	\$ 115,388.11
20	\$ 116,933.11
21	\$ 116,933.11
22	\$ 116,933.11
23	\$ 116,933.11
24	\$ 116,933.11
25	\$ 118,735.61

Reflects 3% On-Salary Increase Effective July 1, 2021

198 Psychologist

Step	Column 1
1	\$ 93,580.62
2	\$ 95,413.41
3	\$ 97,278.92
4	\$ 99,182.43
5	\$ 101,125.01
6	\$ 101,125.01
7	\$ 101,125.01
8	\$ 101,125.01
9	\$ 101,125.01
10	\$ 101,125.01
11	\$ 101,125.01
12	\$ 101,125.01
13	\$ 101,125.01
14	\$ 101,125.01
15	\$ 101,125.01
16	\$ 102,412.51
17	\$ 102,412.51
18	\$ 102,412.51
19	\$ 102,412.51
20	\$ 103,957.51
21	\$ 103,957.51
22	\$ 103,957.51
23	\$ 103,957.51
24	\$ 103,957.51
25	\$ 105,760.01

190 Day ECE

ECE Head Start Single Session Schedule F				Head Start Home Visitor/State Preschool Double Session/Head Start Full Day Schedule I			ECE Double Session/Dual Immersion Schedule J		
Step	Column 1	Column 2 BA/BS	Column 3 BA/BS +45 or MA/MS	Column 1	Column 2 BA/BS	Column 3 BA/BS +45 or MA/MS	Column 1	Column 2 BA/BS	Column 3 BA/BS +45 or MA/MS
1	\$27,706.58	\$29,922.49	\$32,316.29	\$31,664.66	\$34,179.42	\$36,913.77	\$33,802.03	\$36,486.52	\$39,405.45
2	\$29,922.49	\$32,308.84	\$34,893.55	\$34,179.42	\$36,924.40	\$39,878.35	\$36,486.52	\$39,416.79	\$42,570.14
3	\$32,308.84	\$34,896.65	\$37,688.38	\$36,924.40	\$39,881.89	\$43,072.44	\$39,416.79	\$42,573.92	\$45,979.83
4	\$34,896.66	\$37,685.91	\$40,700.78	\$39,881.89	\$43,069.60	\$46,515.17	\$42,573.92	\$45,976.80	\$49,654.94
5	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
6	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
7	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
8	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
9	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
10	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
11	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
12	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
13	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
14	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
15	\$34,896.66	\$40,707.59	\$43,964.19	\$39,881.89	\$46,522.97	\$50,244.81	\$42,573.92	\$49,663.26	\$53,636.32
16	\$36,184.16	\$41,995.09	\$47,370.46	\$41,169.39	\$47,810.47	\$53,930.21	\$43,861.42	\$50,950.76	\$57,472.46
17	\$36,184.16	\$41,995.09	\$47,370.46	\$41,169.39	\$47,810.47	\$53,930.21	\$43,861.42	\$50,950.76	\$57,472.46
18	\$36,184.16	\$41,995.09	\$47,370.46	\$41,169.39	\$47,810.47	\$53,930.21	\$43,861.42	\$50,950.76	\$57,472.46
19	\$36,184.16	\$41,995.09	\$47,370.46	\$41,169.39	\$47,810.47	\$53,930.21	\$43,861.42	\$50,950.76	\$57,472.46
20	\$37,729.16	\$43,540.09	\$50,245.26	\$42,714.39	\$49,355.47	\$56,956.21	\$45,406.42	\$52,495.76	\$60,580.11
21	\$37,729.16	\$43,540.09	\$50,245.26	\$42,714.39	\$49,355.47	\$56,956.21	\$45,406.42	\$52,495.76	\$60,580.11
22	\$37,729.16	\$43,540.09	\$50,245.26	\$42,714.39	\$49,355.47	\$56,956.21	\$45,406.42	\$52,495.76	\$60,580.11
23	\$37,729.16	\$43,540.09	\$50,245.26	\$42,714.39	\$49,355.47	\$56,956.21	\$45,406.42	\$52,495.76	\$60,580.11
24	\$37,729.16	\$43,540.09	\$50,245.26	\$42,714.39	\$49,355.47	\$56,956.21	\$45,406.42	\$52,495.76	\$60,580.11
25	\$39,531.66	\$45,342.59	\$52,007.95	\$44,516.89	\$51,157.97	\$58,678.19	\$47,208.92	\$54,298.26	\$62,280.11

200 Day ECE

ECE Lead Teacher Schedule G					ECE Double Session Head Start Lead Teacher Schedule K		
Step	Column 1	Column 2 BA/BS	Column 3 BA/BS +45 or MA/MS		Column 1	Column 2 BA/BS	Column 3 BA/BS +45 or MA/MS
1	\$33,331.22	\$35,978.33	\$38,856.60		\$35,581.08	\$38,406.87	\$41,479.42
2	\$35,978.33	\$38,867.78	\$41,977.20		\$38,406.87	\$41,551.07	\$44,875.15
3	\$38,867.78	\$41,980.93	\$45,339.40		\$41,551.07	\$44,814.65	\$48,399.82
4	\$41,980.94	\$45,336.43	\$48,963.34		\$44,814.65	\$48,396.64	\$52,268.37
5	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
6	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
7	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
8	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
9	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
10	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
11	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
12	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
13	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
14	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
15	\$41,980.94	\$48,971.54	\$52,889.26		\$44,814.65	\$52,277.12	\$56,459.29
16	\$43,268.44	\$50,259.04	\$56,692.19		\$46,102.15	\$53,564.62	\$60,420.90
17	\$43,268.44	\$50,259.04	\$56,692.19		\$46,102.15	\$53,564.62	\$60,420.90
18	\$43,268.44	\$50,259.04	\$56,692.19		\$46,102.15	\$53,564.62	\$60,420.90
19	\$43,268.44	\$50,259.04	\$56,692.19		\$46,102.15	\$53,564.62	\$60,420.90
20	\$44,813.44	\$51,804.04	\$59,781.86		\$47,647.15	\$55,109.62	\$63,596.51
21	\$44,813.44	\$51,804.04	\$59,781.86		\$47,647.15	\$55,109.62	\$63,596.51
22	\$44,813.44	\$51,804.04	\$59,781.86		\$47,647.15	\$55,109.62	\$63,596.51
23	\$44,813.44	\$51,804.04	\$59,781.86		\$47,647.15	\$55,109.62	\$63,596.51
24	\$44,813.44	\$51,804.04	\$59,781.86		\$47,647.15	\$55,109.62	\$63,596.51
25	\$46,615.94	\$53,606.54	\$61,486.70		\$49,449.65	\$56,912.12	\$65,278.21

232 Day ECE
ECE Early Head Start Full Day

Schedule H			
Step	Column 1	Column 2 BA/BS	Column 3 BA/BS +45 or MA/MS
1	\$38,664.21	\$41,734.87	\$45,073.66
2	\$41,734.87	\$45,086.63	\$48,693.56
3	\$45,086.63	\$48,697.89	\$52,593.72
4	\$48,697.89	\$52,590.26	\$56,797.48
5	\$48,697.89	\$56,806.99	\$61,351.55
6	\$48,697.89	\$56,806.99	\$61,351.55
7	\$48,697.89	\$56,806.99	\$61,351.55
8	\$48,697.89	\$56,806.99	\$61,351.55
9	\$48,697.89	\$56,806.99	\$61,351.55
10	\$48,697.89	\$56,806.99	\$61,351.55
11	\$48,697.89	\$56,806.99	\$61,351.55
12	\$48,697.89	\$56,806.99	\$61,351.55
13	\$48,697.89	\$56,806.99	\$61,351.55
14	\$48,697.89	\$56,806.99	\$61,351.55
15	\$48,697.89	\$56,806.99	\$61,351.55
16	\$49,882.39	\$58,094.49	\$65,530.59
17	\$49,882.39	\$58,094.49	\$65,530.59
18	\$49,882.39	\$58,094.49	\$65,530.59
19	\$49,882.39	\$58,094.49	\$65,530.59
20	\$51,530.39	\$59,639.49	\$68,823.97
21	\$51,530.39	\$59,639.49	\$68,823.97
22	\$51,530.39	\$59,639.49	\$68,823.97
23	\$51,530.39	\$59,639.49	\$68,823.97
24	\$51,530.39	\$59,639.49	\$68,823.97
25	\$53,332.89	\$61,441.99	\$70,473.97

APPENDIX II

Employee Benefit Plans

- | | | | |
|----|---------------------|----|----------------------------|
| a. | Blue Cross Plan 2A; | e. | Kaiser 1 with Chiro Rider; |
| b. | Blue Cross Plan 3B; | f. | Blue Shield HMO 3; or |
| c. | Blue Cross Plan 4B; | g. | Blue Cross Wellness Plan. |
| d. | Blue Cross Plan 6B; | | |