COLLECTIVE BARGAINING AGREEMENT

between

THE PLANADA TEACHERS ASSOCIATION/CTA/NEA

and

THE PLANADA SCHOOL DISTRICT

July 1, 2018 to June 30, 2021

Revised 05/02/2022
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ARTICLE I: AGREEMENT

A. The articles and provisions contained herein constitute a bilateral and binding agreement between the Governing Board of the PLANADA SCHOOL DISTRICT, hereinafter called “THE DISTRICT” and the PLANADA TEACHERS ASSOCIATION/CTA/NEA, hereinafter called “THE ASSOCIATION”.

B. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code.

C. This agreement shall remain in full force and effect from July 1, 2018 to June 30, 2021. The Parties agree to two (2) re-openers for negotiations in 2019-2020, excluding salary and benefits. The Parties agree to two (2) re-openers for negotiations in 2020-2021, including salary and benefits. {The 2019-2020 and 2020-2021 school calendars are attached and agreed see Article XIX}

Revised 09-18-18
ARTICLE II: RECOGNITION

The District recognizes the Association as the exclusive representative of all certificated employees of the District, excluding management, confidential and supervisory employees for the purpose of meeting and negotiating.
ARTICLE III: DEFINITIONS

A. “Teacher” or “unit member” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

B. “Days” means days during which unit members are required to be on the job.

C. “Negotiable items” means unit members’ wages, hours of employment and other terms or conditions of employment and matters which are of concern to the District and the Association.

D. “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement.

E. “School day” means the amount of time daily, during which students are required by the District to be in school.

F. “Work day” means 7 hours, 20 minutes inclusive of a thirty-five (35) minute duty-free lunch hour, exclusive of staff meetings, with allowable flex time, including class time, preparation time, and passing periods.

G. “Daily rate of pay” means the unit member’s annual salary divided by 183 days. This is the number of days a unit member is required to be present at school.

H. Hourly rate of pay” means the daily rate of pay divided by six and three fourths (6 3/4).

I. A “transfer” is the movement of a unit member from one work location to another work location, or from one program to another program such as year-round education, restructured schools, or reconfiguration. The transfer may include a change in grades or subject area or may involve changing work sites.

J. A “reassignment” is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same school site.

K. “Extra duty” means an additional voluntary assignment which occurs before, during, or after the regular hours of the school day. Extra duty includes a stipend and a schedule of payment negotiated by the District and the Association. Extra duty assignments include the list in Appendix #2.
L. "Salary eligible" compensation is included on the unit member(s) contract addendum and is payable and eligible for STRS credit. "Salary eligible” assignments include the list in Appendix #3.

M. A “grievance” is a formal written allegation by a Grievant that he/she has been adversely affected by a violation of the specific provisions of this agreement.

N. A “grievant” may be the Association or representatives thereof, or a unit member or a group of unit members covered by the terms of this agreement.

O. An “immediate supervisor” is the administrator having immediate jurisdiction over the grievant, who has been designated to adjust grievances.

P. A "pupil-free day" is any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity not to exceed six and three/fourths (6 3/4 hours) exclusive of lunch.

Q. Designated means the assignment of the unit member by the District to teach a class for which the unit member is required by law to hold a Bilingual Crosscultural Language and Academic Development (BCLAD) - Certificate of Competency - Target Language: Spanish; Crosscultural Language and Academic Development (CLAD), Specially Designed Academic Instruction in English/English Language Development (SDAIE/ELD); or English as a Second Language (ESL) certification or credential. (Effective July 1, 2000)
ARTICLE IV: NEGOTIATION PROCEDURES

A. Not later than May 1 of the calendar year in which agreement expires, the District shall meet and negotiate in good faith with the Association on those negotiable items requiring negotiation.

B. The District and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

C. Negotiations shall take place at mutually agreeable times and places.

D. The Association shall designate up to five (5) representatives, a reasonable number of which shall receive fourteen and eight-tenths (14.8) days of aggregate release time without loss of compensation to attend negotiations and impasse proceedings. When the entire contract is negotiated, every third year, the number of aggregate release days will be increased to twenty-nine and six-tenths (29.6) days.

E. The District, upon request by the Association, agrees to furnish to the Association, within five (5) working days, all available information concerning the financial resources and certificated staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and adopted minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names and addresses of all unit members, salaries, benefits, and stipends paid thereto, longevity, placement of unit members on the salary schedule for the current year, and other employee information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.
ARTICLE V: MAINTENANCE OF BENEFITS

The District may not reduce or eliminate any benefits of professional advantage listed below for the term of the contract:

A. Submission and review of lesson plans may be required by the District.

B. Unit members shall not be required to perform cafeteria duty.

C. Unit members shall not be required to perform noon yard duty supervision except during inclement weather or emergency situations.

D. Two (2) unit member(s) shall perform after school bus duty.

E. The District shall provide each unit member a $750.00 instructional supply budget annually. The instructional supply budget may be used to order from the District warehouse supply items, by purchase order, or from a private vendor upon submission of receipts for reimbursement if previously authorized. See Memo of Understanding dated 2-27-02.

F. Upon timely request, instructional supplies will be delivered to unit members within three working days.

G. The District shall provide an interpreter during parent conferences, as requested.
ARTICLE VI: NON-DISCRIMINATION

A. Neither the District nor the Association shall discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in any employee organization or participation in the activities of an employee organization unless such is detrimental to the welfare of students in school.

B. Application forms and oral interview procedures shall not refer to membership in, or preferences for, employee organizations.
ARTICLE VII: MANAGEMENT RIGHTS

For the term of this Agreement, all matters not specifically enumerated herein are reserved to the public school employer and may not be a subject of meeting and negotiating. Nothing in this statement may be construed to limit the right of the public school employer to consult with any employee organization on any matters outside the scope of this agreement.
ARTICLE VIII: GRIEVANCE PROCEDURE

A. INFORMAL LEVEL: Before filing a formal written "grievance", the "grievant" should attempt to resolve it by an informal conference with his/her "immediate supervisor".

B. LEVEL One (1): Within ten (10) days after the occurrence of the act giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor. It should be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance.

C. LEVEL Two (2): In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision on the appropriate form to the Superintendent within ten (10) days after receipt of the Level One decision or within twenty (20) days after filing the grievance at Level One. This Statement should include a copy of the decision rendered and a clear, concise statement of the reasons for the appeal. The Superintendent shall communicate his decision in writing within ten (10) days after receiving the appeal.

D. LEVEL Three (3):

1. If the Grievant is not satisfied with the decision at Level Two, he/she may request, within fifteen (15) days after receipt of Superintendent's decision, that the Association submit the grievance to arbitration.

2. If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Association and the District and will be final and binding upon the parties.

4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs (except for released
time for the grievant(s) and the Association representative(s)) will be borne by the party incurring them.

E. TIME LIMITS:

1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.

2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

F. RIGHTS OF REPRESENTATION: A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

G. NO REPRISALS: No reprisals of any kind will be taken by the District or the Association against any aggrieved party, any member of the Association or any other participant in the grievance procedure by reason of such participation.

H. MISCELLANEOUS:

1. The Association, either in its own behalf or in behalf of the affected unit member, may initiate a grievance which affects more than one unit member in a single building or unit members in more than one building at Level Two.

2. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the Superintendent, and/or appropriate administrator, by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activity.

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

4. Forms for filing grievances are made available to all unit members.

5. Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.
6. A unit member may at any time present grievances, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
A. DUES DEDUCTION: Any unit member who is a member of the Planada Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
ARTICLE X: ASSOCIATION RIGHTS

A. The Association and its unit members shall have the right to make use of school equipment, buildings, and facilities when such use is connected with school or related business and when such equipment and facilities are not otherwise in school use.

B. The Association shall have the right to post notices of activities and matters of concern on Association’s bulletin boards in lunchrooms and/or staff workrooms; at least one (1) of which shall be provided in each school building in areas frequented by unit members.

C. The Association may use the school mailboxes and designated bulletin boards subject to the following conditions:
   1. All postings and mailbox items must contain the date of posting or distribution and the identification of the Association with proper authorization of the Association president.
   2. The Superintendent/or an appropriate administrator shall receive copies in his/her mailbox at the time of posting or distribution.
   3. The Association will not post or distribute information which is derogatory or defamatory of the district or its personnel.

D. Authorized representatives of the Association will be permitted to transact official Association business on school property at all reasonable times outside established work hours.

E. The Board shall place on the agenda of each regular meeting the items for consideration by the Association provided the required seventy-two (72) hour advance notice to the Superintendent, and/or appropriate administrator, has been met. The Board President, at his/her discretion, will determine the length of time for the items to be discussed/considered.

F. The Association shall have the right to submit its views to the District Governing Board concerning any changes in the district policy beyond the existing current contract.

G. The Association shall reimburse the District for all reasonable costs related to its use of District facilities and equipment including, but not limited to, copies, paper, long distance charges, and other identifiable consumable supplies.

H. Copies of the District staff directory will be provided annually, within the first thirty days of the school year, to each unit member of the Association. The directory shall include a listing of the Association members, its principal officers and a listing of the addresses and telephone numbers of the Association and its major offices which will be provided by Association officers.

I. New Bargaining Unit Member Orientation (AB 119)
   1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of the employment status, rights, benefits,
duties, responsibilities, and other employment related matters.

2. The District shall provide an annual new bargaining unit member orientation for all newly hired Bargaining Unit Members to take place within (10) calendar days prior to the first day of school, except when no new Bargaining Unit Members are commencing employment at the beginning of the year.

3. Any Bargaining Unit Member(s) hired after the start of the school year shall be provided an in-person orientation/on-board meeting within (10) calendar days from the date of hire.

4. New Bargaining Unit Members will be compensated at their daily rate of pay for the time spent attending the required orientation/on-board meeting when either occurs outside of the contract year and/or contract day.

J. Scheduling of Orientation

1. District shall provide written notice of the date, time, and location of all Bargaining Unit Member Orientations/on-board meetings by certified or electronic email to the Chapter President, at the time it is calendared or, at least ten (10) work days in advance of other orientation/on-board meeting that may occur throughout the year.

2. In the event the District is unable to comply with the above Article, the District shall, at the request of the Association, reschedule the orientation/on-board meeting and provide advance notice to the Association.

3. If, however the District provides proof that there was an urgent need critical to the employer’s orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

K. Association Orientation/On-board Meeting

1. The Association shall be provided up to thirty (30) minutes of uninterrupted time, within the contract day, for the Bargaining Unit Member Orientation/On-Board meetings.

2. The District Administration will excuse themselves during the Association’s Time.

3. The Association may invite California Teachers Association (CTA endorsed vendors and CTA staff to Orientation/On-Board meetings. The Association shall have access to District audio-visual equipment for the Association time.

4. If the orientation/on board meetings are held during contractual time, the Association shall have District paid release time for up to two (2) Bargaining Unit Members to attend and participate in the orientation/on-board meetings.

L. New Bargaining Unit Member Information
1. The following new Bargaining Unit Member information will be sent from the District to the Association President electronically in Digital Excel format and no more than thirty (30) days after the date of hire or by the first pay period of the month of hire. Additionally, The District shall, on November 1st, and May 1st during every school year deliver to the Association President in Digital Excel format the following information for all bargaining unit members:
   - Name
   - Date of Birth
   - Home Address
   - Phone Numbers (Cell, Home, Work) Personal
   - Email Address (not district email) Last four (4) digits of Social Security Number
   - Date of Hire
   - Seniority Date (if different from Date of Hire)
   - School Site
   - Grade Level/Assignment
   - Full-time Equivalent (FTE) status
   - Employment status (Probationary, Intern, PIP, STIP, Temp, Other)
   - Type of Credential (i.e. Clear, preliminary, provisional internship “PIP”, or College Internship etc.)
   - Whether the employee is having dues deducted from their paycheck.

M. GRIEVABILITY

1. Violations of this Article shall be subject to the grievance article of the collective bargaining agreement between the parties.

(Revised 9/18/2018)
ARTICLE XI: VACANCIES, ASSIGNMENT AND TRANSFER/REASSIGNMENT

A. VACANCIES:

1. A vacancy is any vacated or newly created position in the bargaining unit. Reassignment refers to position changes within a school site. Transfer refers to an assignment or position at a different school site from current assignment.

2. The district shall post all vacancies in the same place(s) normal District notices are posted and shall provide a copy of the notice in the Association's mailbox.

3. The notice of vacancy shall contain the following information:
   a. A closing date which is at least five (5) working days including one (1) weekend following the date of posting.
   b. A job description.
   c. The minimum qualifications of the position.

4. A unit member may submit a request for a transfer/reassignment subsequent to the posting of a vacancy notice.

5. Internal staff shall be given first consideration for the position assuming all qualifications for the job are met. The overriding consideration will be to provide the best personnel available for the job, based upon but not limited to, the following:
   a. credential/certification
   b. seniority
   c. experience at that grade level
   d. recent training.

6. If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall be granted, upon request, a meeting with the Superintendent, and/or appropriate administrator, to discuss the reasons for the denial. Denial of a unit member’s request for voluntary transfer/reassignment will not be arbitrary or capricious. The District shall, upon request of the unit member, provide in writing, notice of the unit member's non selection.

7. Unit members who wish to be notified of vacancies during vacation periods shall notify the District of his/her wishes. Such notices will be mailed to the address of the unit member if the unit member provides a self-addressed stamped envelope for each notice.

8. Except when the needs of the District require immediate action, no vacancy shall be filled by outside hire until five (5) working days including one (1) weekend after the vacancy notice is posted.

9. Transfer and/or reassignments of unit members will be based on student and District needs and will not be arbitrary or capricious.
B. ASSIGNMENT:

1. Assignment is the designation of a unit member's work location, subject area, and grade level.
2. Upon employment, a unit member shall be assigned a work location, subject area, and grade level according to the needs of the District.

C. TRANSFER/REASSIGNMENT

1. Yearly teaching assignments shall be in writing as part of the contract and given to returning unit members by the last working day of the school year, any necessary amendments will be issued thereafter.

2. A unit member may submit a request for transfer/reassignment to the District at any time, whether or not a vacancy exists. Transfer/Reassignment requests shall be considered active until withdrawn or a transfer/reassignment is made.

3. Transfer/Reassignment may be made at any time when necessary or required by the educational or class size needs of the District.

4. A transfer/reassignment request shall not be denied arbitrarily.

5. A unit member who is transferred/reassigned after the first day of the school year (or session) shall be relieved of classroom teaching duties by a substitute and paid for two (2) days. The District will provide workspace so that the unit member can come to the school site and prepare his/her curriculum and make necessary planning adjustments for his/her new assignment.

6. The District will move file cabinets and all other materials for a reassigned unit member.

7. When the District considers two (2) or more unit members to be equally qualified for a District transfer/reassignment, volunteers shall be solicited from those qualified. If no volunteer is available, the transfer/reassignment shall be given to the more junior qualified unit member.

D. SHARED ASSIGNMENT

1. Pursuant to Board Policy 4128 unit members may request for personal reasons, to share the responsibility, salary and benefits of a full-time teaching position.

2. Specific terms and conditions of the unit members’ individual contracts in a shared assignment must have prior written approval of the bargaining unit.
3. With the approval of all parties, i.e. the Superintendent and/or appropriate administrator, the affected unit members, and the Association, the unit members will share a teaching assignment on a 50/50 basis. All compensation and benefits shall be paid pursuant to Board Policy 4128.
ARTICLE XII: UNIT MEMBER EVALUATION

A. The District shall evaluate all unit members on a continuing basis, at least once each school year for probationary and temporary unit members and at least every other year for permanent unit members.

B. The written procedures for evaluation shall be established by the administration and unit members under the general provisions of the Stull Bill.

C. The evaluator shall be the Superintendent, Principal or a designated management or supervisory employee.

D. Probationary teachers will be notified by the Superintendent and/or appropriate administrator no later than October 15th of each school year. Other unit members, who are scheduled to be evaluated will be notified by the Superintendent and/or appropriate administrator no later than October 30th of each school year. Such notices will contain a brief explanation as to the procedures for evaluation.

E. One preliminary review conference will be held prior to the last day of January, at which time an interim evaluation will be discussed by the evaluator and the unit member.

F. The final evaluation conference will be held no later than thirty (30) calendar days prior to the end of the last regular school day. The evaluator will present the written evaluation and discuss the matter with the unit member. The unit member must sign the evaluation signifying that he/she has read the document. He/She will be provided the opportunity of attaching a written response which shall become part of the unit member's personnel file.
ARTICLE XIII: PERSONNEL FILES

A. The District shall maintain only one (1) personnel file on each unit member in the District’s central office. This file will be kept under lock and key.

B. The District shall not base any action affecting a unit member's status of employment upon materials not contained in the unit member's personnel file.

C. The individual(s) who draft and/or place material in a unit member's personnel file shall sign and date the material.

D. A unit member shall be provided a copy of all materials before it is placed in his/her personnel file. He/she shall be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. A unit member may review his/her personnel file upon request to appropriate supervisory personnel. The review will be conducted in the presence of the appropriate administrator. Upon authorization by the unit member, an Association representative may review the unit member’s file or accompany the unit member in her/his review of the file.

Material which may be excluded from inspection shall be limited to ratings, reports, or records which:
1. Were obtained prior to the employment of the unit member involved.
2. Were prepared by identifiable examination committee members.
3. Were obtained in connection with a promotional examination.

E. Information of a derogatory nature, except material excluded in accordance with Article XIII, D, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

F. Access to personnel files shall be limited to the members of the District Administration. Board of Education members may request the review of a unit member's file at an executive session of the Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

G. The material in the unit member's personnel file may be reviewed by the unit member and the Superintendent and/or appropriate administrator. Materials mutually agreed upon will be removed and given to the unit member.
ARTICLE XIV: UNIT MEMBER PROTECTION & SUPPORT

A. The Superintendent and/or appropriate administrator shall be available for conferences with unit member(s) at mutually agreeable times.

B. The administration will support unit members in student-parent related conflicts when charges or allegations are made until such time as those charges have been proven. The administration will make every reasonable effort to resolve such a conflict in other ways so that it does not reach the stage of requiring legal procedures.
ARTICLE XV: CLASS SIZE AND TEACHING CONDITIONS

A. The number of students in each individual regular education class shall range from an optimum of twenty-six (26) to a maximum of twenty-eight (28) in grades K-4 and an optimum of twenty eight (28) and a maximum of thirty (30) in grades (5-8). Combination classes will maintain the optimum and maximum range.

B. The number of students in a Special Day Class (SDC) (including but not limited to Specific Learning Disability classes) shall range from an optimum of ten (10) to a maximum of fifteen (15) with eligibility and placement as determined by the Individualized Education Program Team.

C. The number of students served by one Special Education Resource Specialist unit member shall range from twenty-four (24) students to a maximum of twenty-eight (28) with the exception to an itinerant Resource Specialist, who shall serve a range of twenty (20) to a maximum of twenty-four (24) students.

D. All unit members shall have: a classroom/or an appropriate teaching/work station, a desk with working lock and key, a storage cabinet with working lock, desks or stations for every student, and access to a pay telephone, and keys to assigned classroom door(s) and cabinets, security system, gate locks, and access to the adult restroom.

E. Written requests for repairs noted by unit member(s) will be responded to within three (3) days of receipt by appropriate personnel. Such response shall include the disposition of the request.

F. School sanitary facilities, drinking fountains, classrooms, hallways, cafeteria, and playground equipment will be cleaned daily and or repaired when necessary. A daily check of paper supplies will be made.

G. Except in emergencies any maintenance of grounds and classrooms which involves distracting noises, etc., will not be allowed near or in classrooms during class time or periods of parent conferences.

H. The District will have adequate textbooks on hand prior to the first day of school. They will be replaced when needed.

I. No furniture or equipment will be removed from a room unless the unit member is consulted first.

J. If the maximum class sizes identified in above are exceeded for more than five (5) consecutive school days, the District will transfer students to other appropriate classes.
K. District will have classrooms/work areas clean, repaired, and accessible so the unit member can begin his or her duties on the first day of the contractual work year, except in the case of emergency or modernization/construction.

L. All unit members are to have a daily lesson plan available outlining information regarding their school day. This will allow a substitute to take over without too much difficulty. These plans will be available upon request. (Substitute Packet)

M. The unit member's handbook will be maintained, updated, and reissued at the beginning of every school year prior to the opening day, so that new and returning unit members will be aware of any important changes. The handbook will also include an up-to-date, current copy of the District policies and procedures and any other pertinent data which is necessary for the maintenance and functioning of the school district. A copy of the current contract-agreement will also be included within the unit member's handbook.

N. The District administration will develop an equitable weekly yard duty schedule for unit members which may include playground duty, front gate, and bus duty.

O. Unit members affected by student reassignments shall provide input in the assignment of students to specifically designated classrooms and/or programs. A reasonable effort will be made to consult with unit members in a timely manner prior to a transfer of a student from one classroom or program to another classroom or program. A reasonable effort shall be made to equalize class sizes within grade levels and or subject areas.

P. Unit members shall not be required to provide and conduct necessary specialized health care procedures including, but not limited to, dispensing medication, catheterizations, crede’, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding, draining, and wheelchair/transferring.

Q. The District will make a strong commitment to maintaining libraries at PES and CEC, staffed as required by the Education Code, and maintained with adequate instructional materials to facilitate and enhance the learning of each student.
ARTICLE XVI: PEER ASSISTANCE AND PEER REVIEW (PAR)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

A. Joint Committee (JC)

1. The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are appointed to serve by the Executive Board of the Association. The District shall choose the administrators of the Joint Committee. A Joint Committee member’s term shall be no more than three (3) years. For the first year, those selected shall be randomly appointed for two (2) or three (3) year terms.

2. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present of which most shall be teachers. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the unit member’s pro rata hourly rate of pay.

3. The Joint Committee shall be responsible for the following:

   a. Providing annual training for the Joint Committee members.
   b. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
   c. Selecting the panel of a minimum of two (2) Consulting Teachers.
   d. Selecting trainers and/or training providers.
   e. Providing training for Consulting Teachers prior to the Consulting Teacher’s participation in the program.
   f. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
   g. Making available the panel of Consulting Teachers for selection by the Participating Teacher.
   h. Adopting Rules, Procedures, and Forms to effect the provisions of this Article. Said Rules, Procedures and Forms will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
   i. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all unit members and administrators.
   j. Establishing a procedure for application as a Consulting Teachers.
k. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

l. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher’s progress in the PAR Program.

m. Evaluating annually the impact of the PAR Program in order to improve the program and submit the evaluation and any recommendations for improvements to the Governing Board and the Association.

n. Preparing a proposed budget for the PAR Program to be submitted to the District’s Governing Board and administering the budgetary dollars available to the program. This budget will establish, reference and enumerate all expenses related to the Program, including but not limited to training expenses, any stipends or other compensation received by Joint Committee members or Consulting Teachers for performing their duties, adequate release time for Joint Committee members and Consulting Teachers, adequate supplies for the Consulting Teachers, and professional development costs for the Participating Teachers including adequate release time.

   i. Expenditures for the Program and/or the Program’s budget, shall not exceed funds made available through the passage of AB1X and/or any follow-up legislation.

   ii. At the conclusion of each fiscal year, if revenue/reserves exceeds expenditures the excess revenue/reserves will be carried forward to the following year.

   iii. The PAR Program will cease to exist if for any reason there exists an inability for full funding thereof through AB1X 1999, Villariagosa) or successor legislation.

   iv Any funds not allocated for the implementation of services to the Referred and Voluntary Participating Teachers may be used toward other services as provided per Education Code 44506 (c) (1-5).

4. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article or in compliance with the law.

5. The District agrees to indemnify and hold harmless and provide a defense to any member of the Joint Committee against any claims, causes of action, damages, administrative proceedings or any other litigation arising from the Joint Committee members’ participation in Peer Assistance and Peer Review. The District will pay legal costs and fees in such actions.

B. Participating Teachers (PT)

1. A Referred Participating Teacher is a unit member with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
a. A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher and with approval by the Joint Committee.

b. A referral as a result of an unsatisfactory final evaluation of a permanent unit member shall not be subject to the grievance procedure.

c. A Referred Participating Teacher shall not have access to the grievance process to challenge the contents of reports, or decisions of the Joint Committee but may file responses which shall become part of the official record.

d. The PAR Joint Committee shall address any complaints or issues raised by the Participating Teachers or the Consulting Teachers.

2. A Volunteer Participating Teacher is a unit member with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

   a. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee unless disclosure is required by law.

3. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

C. Consulting Teachers (CT)

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

   a. A credentialed classroom teacher with permanent status

   b. Substantial recent experience in classroom instruction.
c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

2. In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

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<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>Nov 19-23</td>
<td>Thanksgiving Break</td>
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<tr>
<td>Dec 17-Jan 4</td>
<td>Winter Break</td>
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<tr>
<td>Feb 18-22</td>
<td>Presidents’ Break</td>
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<td>Apr 22-26</td>
<td>Spring Break</td>
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<tr>
<td>Nov 16</td>
<td>1:15pm Release</td>
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<td>Dec 14</td>
<td>1:15pm Release</td>
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<tr>
<td>Apr 19</td>
<td>1:15pm Release</td>
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<td>June 5</td>
<td>11:15pm Release</td>
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Revised 06/20/2018
a. A reference from a building principal or immediate supervisor.
b. A reference from an Association representative.
c. A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

3. Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

4. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.

5. The number of Participating Teachers and the number of hours of assistance required are dependent upon the amount of release time for the Consulting Teacher(s).

6. Functions performed pursuant to this Article by unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of unit members. In addition to the regular salary, a Consulting Teacher shall receive pro rata hourly pay for all work beyond the regular workday and/or work year.

7. Upon completion of his or her service as a Consulting Teacher, a unit member shall be returned to his/her regular assignment.

8. Consulting Teachers shall have the responsibility for no more than three (3) Participating Teachers. Each Referred Participating Teacher shall receive no less than eighteen (18) hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

9. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.

10. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

11. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.

12. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the
Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher’s report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher’s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

13. The results of the Referred Participating Teacher’s participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

14. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, administrative proceedings or any other litigation arising from the Consulting Teacher’s participation in Peer Assistance and Peer Review. The District will pay legal costs and fees in such actions.
ARTICLE XVII: PROGRESSIVE DISCIPLINE/SUSPENSION WITHOUT PAY

A. Discipline shall be for just cause only.

B. Progressive discipline shall be used. Progressive discipline may be skipped based on the severity of an employee’s behavior. For example: Discipline may advance to number three (3) written reprimand if warranted.

   1. Conference with written record
   2. Written warning
   3. Written reprimand
   4. Suspension without pay

C. Before discipline is imposed, the unit member and the Association President shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed, and the notice of the right to appeal such discipline by filing a grievance at Level Two (2) of the Grievance Procedure Article of the Contract.

D. Discipline under this Article is limited to suspensions of twelve (12) days or less without pay.

(Revised 9/18/2018)
ARTICLE XVIII: TEACHING HOURS AND WORK YEAR

A. Each unit member shall be required to report for duty no later than 7:30 a.m. with the exception of p.m. kindergarten unit members, who report thirty (30) minutes before their team teaching time in the morning. The length of the unit member(s) workday, including class time, preparation time, and passing periods is 7 hours, 20 minutes inclusive of a thirty-five (35) minute duty-free lunch with allowable flex time.

Effective 2001-2002, convert five (5) minutes of non student contact time into instructional time. A joint sub-committee will be utilized to recommend specific parameters for additional instructional time.

B. During fall conference period, the District will arrange for early dismissal of students for seven (7) days and during spring conference period the district will arrange for early dismissal of students for five (5) days in order to hold parent-teacher conferences each day. The last daytime conference scheduled daily will be 3:00 p.m. with exceptions at the unit member’s discretion. During the fall and spring conferences, one evening for conferences shall be scheduled in place of one afternoon for conferences, except when unit members have scheduled with all parents during afternoon conference periods.

C. A unit member’s work year is **180 student contact days, and 185 contracted days.** Required summer training, such as AVID, shall be paid at members’ hourly rate of $42.00. Other extra days or hours of work such as multicultural committee, PBIS committee, and other committees not specifically described in other sections of this agreement and shall be paid at members’ hourly rate of $42.00. The parties agree that such extra duty increases and improves skills, student service, and knowledge. School Site Council and the English Language Acquisition Committee shall not be eligible for additional pay. For the 2019-2020 and 2020-21 school years there shall be two (2) days of the four (4) before students arrive that shall be set aside for unit member-controlled set-up site based check in. DPR and mandated reporting (CPS) responsibilities must be completed over summer break or prior to set-up. No more than three (3) hours, 7:30 A.M.-10:30 A.M. of professional development shall be scheduled for the last day of the school year.

(Revised 9/18/2018)

D. At the beginning of each school year, the staff and principal shall agree upon the **one** day of the week each month that staff meetings are to be held. The principal and a majority vote of the staff will make the determination. Staff meetings can be held from 2:30 to 3:30 P.M. at PES and 3:00 to **4:00** P.M. at CEC. CEC will have one extra duty, open house, morning meeting on Wednesday, and three (3) people on duty Monday through Friday. Attendance at staff meetings is mandatory. Staff meetings held during parent teacher conference week will be conducted from 1:25 P.M. to 2:15 P.M. There shall be no staff meetings at PES/CEC in the certificated preparation time before classes begin in the morning.

(Revised 08-02-2013)

E. Unit members whose normal schedule at Cesar E. Chavez Middle School calls for one preparation period in a seven period day, who for the convenience of the District, agree to relinquish the preparation period and teach an additional daily class period, shall be paid
one-sixth (1/6) of their base salary, or a pro-ration thereof, for service less than one full year.

F. Effective at the start of the 2005-2006 school year the District will pay a unit members hourly rate, based on his/her daily rate of pay, if the unit member is assigned to teach/supervise during normally scheduled preparation periods/time.

G. The parties recognize that there are some professional duties that unavoidably must be scheduled outside of the work day. Specifically, 504, IEP, and SST meetings that require parental attendance as well as team participation may need to be scheduled before school or after hours. Or, such student focused meetings that start within the workday may extend beyond teaching hours. It is understood that such meetings shall be scheduled in advance and that unit member shall attend such meetings. It is understood that teacher team members may suggest alternate meeting times and dates and reasonably expect that every effort is made to conduct such meetings within teaching hours. This section replaces any previous compensation time practices between the parties.

H. The parties have agreed to establish a common District-wide collaboration time. Collaboration time shall occur on minimum day schedule Wednesdays during the school year. On such days, unit members shall have at least seventy (70) minutes for school-wide/department/grade level professional development and teacher collaboration. A minimum of two (2) of the monthly early release days will be reserved for structured teacher centered collaboration. This agreement shall not result in the loss of instructional minutes not reduce preparation time guaranteed to teachers under Article XVII.

1. Teacher Centered Collaboration Norms:
   a. All Collaboration meetings will be student centered.
   b. All Collaboration meetings will be “on task’.
   c. All Collaboration meetings shall have a teacher generated framework
   d. Collaboration meetings shall be facilitated by teachers.

2. Monitoring Collaboration Progress
   a. PTA and PSD will meet twice (2x) throughout the year to discuss and evaluate the collaboration process

   Page Revised 06/01/16

I. Each school year, Kindergarten classes shall begin the year with an early release schedule of 1:15 P.M. This “Transition” schedule will continue for ten (10) days. On the eleventh (11) day Kindergarten classes shall have the same schedule as other grades at PES.

   (Revised 9/18/2018)
ARTICLE XX: INITIATION OF INSTRUCTIONAL PROGRAMS AND PROVISION OF MATERIALS

A. Before any program is initiated/continued, every attempt will be made to have all appropriate materials available and inservice training provided before the program is implemented. These materials include, but are not limited to textbooks, workbooks, progress sheets for individualized programs, teacher's edition(s) of texts and workbooks, audio-visual materials and any supplemental material not mentioned here.

B. All unit members shall serve on instructional programs committees as identified by the Association and the District. Annually, committees shall establish goals, desired outcomes and the duration of the committee’s function.

C. Unit members shall be requested to provide input into any revisions of the current grading and reporting system at such time that it is deemed advisable to consider revisions.

D. Instructional supplies will be provided to the instructional classroom on the first and fifteenth of each month. (08/02/2012)

E. New programs/curriculum to used as pedagogy will require consultation between the District and the Association as required in Article 4 of the EERA 3543.2.(a) prior to its introduction into the classroom.
ARTICLE XXI: STAFF DEVELOPMENT

A. Staff Development will be conducted prior to the start of school, during the unit member's work days, or on given days during the school year. If these Staff Development days are scheduled before or after a unit member's contract year or outside of the regular working day hours, they will be optional.

B. On Pupil-Free days Administration has the option of pre-scheduling staff development days not to exceed the unit member’s work day of six and three/fourths (6 3/4) hours, exclusive of lunch.

C. Unit members shall be provided the opportunity to help design and plan staff development as per ED 52019.

D For student assigned staff development days, unit members shall be notified at least three days in advance.

E. Buy Back days will be voluntary and paid on a at a rate of $300.00 a day, less 10% to cover expenses (FDIC, STRS, etc.) effective beginning the 2004-2005 school year, based on full day actual attendance. If/When the state increases the amount of funding to the District for the Buy Back Days, the increase will also be reflected in the payment to unit members. (Board approved on 10/09/03)

F. Buy Back days will be negotiated annually in addition to any other openers. For the 2015-2016 school year, two voluntary Buy Back Days at the unit members per diem rate will be scheduled during the pre-service week.

G. The salary on Buy Back days will be paid to unit members within sixty (60) days of attendance.
ARTICLE XXII: LEAVES

A. SICK LEAVE:

1. Unit members who are employed for the entire school year shall be allowed ten (10) days of sick leave per year for personal illness or accident without loss of pay. This leave is accumulative without limit.

2. Unit members employed for less than a full school year shall be entitled to a proportionate share of sick leave for the part of the year they are employed.

3. When accumulated sick leave days have been exhausted in any school year deductions will be at the current substitute rate.

B. PERSONAL NECESSITY LEAVE:

1. Unit members may use any days of accumulated sick leave for personal necessity. Prior approval is not required for death or serious illness of a member of the immediate family, or accident involving the person or property of the unit member or the person or property of a member of the unit member's immediate family.

2. Members of the immediate family means mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, brother, brother-in-law, sister, sister-in-law, of the unit member, or any relative or other legal dependent living in the immediate household of the unit member. (Revised 8/02/13)

3. All other personal necessity leave not listed above must have prior approval from the school administration. A written statement attesting to the nature of the necessity shall be provided by the unit member when the request is made to the administration.

C. PERSONAL LEAVE:

1. A unit member may use a maximum of five (5) day of sick leave annually for personal business for which prior approval shall not be required. Using site procedures, the unit member must request a substitute, available on a first come, first served basis, prior to using this leave. The unit member must give twenty-four (24) hours notice of the use of such leave on district designated form. (Revised 08-02-2013)

2. Additionally, a unit member may use a maximum of three (3) days annually for personal business for which prior approval shall not be required and for which the cost of a substitute shall be deducted. The unit member must give 24 hours notice of the use of such leave.

3. A unit member may leave for personal reasons, illness, etc. before or after his/her class. He/She is required to sign out at the District Office on the appropriate binder before leaving. This time-off is compiled and deducted from leave or payroll when said unit member has accumulated seven (7) hours in a school year.
4 Entitlement to Personal Leave is not cumulative and shall not be carried forward if not used.

D. JURY DUTY LEAVE:

Any unit member called for jury duty, will continue to receive his/her regular salary. However, any compensation paid to the unit member by the courts for services rendered will be turned over to the Planada School District.

E. BEREAVEMENT LEAVE:

1. Every unit member employed by a school district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out of state, or travel exceeds 275 miles (one way), is required, on account of the death of any member of the unit member's immediate family.

2. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this code.

3. Immediate family means the mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, brother, brother-in-law, sister, or sister-in-law, of the unit member, or any relative or other legal dependent living in the immediate household of the unit member. *(Revised 8/02/13)*

F. PREGNANCY DISABILITY LEAVE:

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

2. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

3. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and unit member's physician.

G. FAMILY CARE AND MEDICAL LEAVE

1. The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with this Section.

2. All unit members are eligible for leave under this Section as stated in the Family and Medical Leave Act of 1993.

3. Leave under this section shall be granted upon request of a unit member, when she/he needs leave because of the unit member’s serious health condition, the serious health condition of a member of the unit member’s family, the birth of a child of the unit
member, or placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. All leave requests will include a requisite doctor’s verification or other appropriate verification in the case of adoption or foster care.

4. As used in this Section, “family” includes all persons as defined in Article III, Section G., of this Agreement, and “serious health condition” is any illness, injury, impairment, or physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a healthcare provider.

5. A unit member’s eligibility for leave under this section shall not be affected by entitlement, or lack thereof, of another member of the unit member’s family to any leave benefit under any statute or any employment.

6. A unit member eligible for leave under this Section may substitute therefore any accrued leave, paid or unpaid, under this Agreement.

7. Leave under this Section may be up to twelve weeks (16 weeks for pregnancy) within a twelve month period. Leave under this Section may be as short as one full work day and may be taken intermittently by mutual agreement between the affected unit member and the District.

8. Leave under this Section shall entitle the unit member to all benefits of his/her employment, except for salary, on the same basis as if the unit member were not on leave.

9. Leave under this Section shall entitle the unit member to continued accrual of all “service related” rights of employment, including without limitation seniority, salary advancement, reemployment, and participation in optional benefit programs such as early retirement. Leave taken pursuant to this section shall not count as days of service pursuant to Education Code 44908.

10. Leave under this Section shall run consecutive to, not concurrent with, other leave available to the unit member.

11. Leave under this Section shall terminate whenever the unit member returns to active service following notice as provided below. Exception as per section 7.

12. A unit member returning from leave under this Section shall be reinstated immediately to the position held by the unit member at the commencement of the leave.

13. A unit member who while on leave under this Section gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

14. Leave under this Section shall commence on the date indicated by the unit member in the leave notice provided by the unit member to the Superintendent and/or appropriate administrator.

15. The leave notice shall specify: leave will be taken pursuant to this Section, the reason for the leave, the date the leave commences, the anticipated pattern of leave use, whether
the unit member will substitute other paid leave for leave under this Section and if so how much paid leave, and the anticipated date of return to active service, if known to the unit member.

16. Leave under this Section shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to the Superintendent and/or appropriate administrator unless the unit member began his/her leave more than five (5) weeks prior to the end of the semester. In this case the leave shall continue until the end of the semester if the leave period is at least three (3) weeks and the unit member’s return to work would occur during the three-week period prior to the end of the semester.

17. The return notice shall specify: that the unit member is on leave pursuant to this Section, that the unit member will return to active service, and the date upon which the unit member will return to active service.

18. Delivery of a leave or return notice shall be in writing to the Superintendent and/or appropriate designee of the unit member’s absence from or the return to active service. A unit member shall give 24 hour notice of return.

19. If a unit member on leave under this Section determines to resign or retire without returning to active service, the unit member shall submit his/her resignation to the Superintendent and/or appropriate administrator designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next work day following the day designated by the unit member as the last day of employment.

20. A unit member who while on leave under this Article provides a written notice of determination to resign or retire may rescind the resignation or retirement pursuant to Board Policy 4117.2, by providing to the District written notice of the unit member’s decision of the unit member’s prior notice of resignation or retirement.

If the leave is for the unit member’s illness the district may require that a doctor’s release be provided prior to the unit member’s return to active service.

21. Leave under this Section is in addition to, and supplements, all other benefits accorded a unit member or any member of her/his family under this Agreement, or under any statute, or under any other employment. A unit member is entitled to child bonding leave as follows: The parties agree to implement the requirements of AB 375 and CA. Education Code 44977.5, effective July 1, 2016. (Revised 12/2/2016).

22. If a unit member fails to return to active service with the district after taking leave for his/her own serious health condition under this section, and has exhausted all of his/her other leave, he/she will be placed on a reemployment list pursuant to Education Code 44978.1.

H. INDUSTRIAL ACCIDENT/ILLNESS LEAVE:

1. Allowable leave shall be for up to sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been
performing work for the District in any one (1) fiscal year for the same accident or illness.

2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave shall commence on the first day of absence.

4. When a unit member is absent from the unit member's duties due to an industrial accident or illness, he shall be paid such portion of the salary due the unit member for any month in which the absence occurs as when added to the unit member's temporary disability indemnity under Division 4 or Division 4.5 of the Labor code will result in a payment to the unit member of not more than the unit member's average weekly earnings.

5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave for the same illness or injury.

CATASTROPHIC LEAVE PROGRAM

1. When a catastrophic illness or injury incapacitates a unit member or a member's child, spouse, parent or other relative living within the unit member's immediate household for an extended period of time, fellow unit members may donate one (1) to three (3) accrued sick leave credits to that unit member. Donations made shall be strictly voluntary.

2. A unit member who is, or whose child, spouse, parent or other relative living within the unit member's immediate household is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits. Upon requesting donations, the unit member shall provide a doctor's verification of the catastrophic injury or illness.

3. The Superintendent, and/or appropriate administrator shall determine:
   a. That the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury, and
   b. That the unit member has exhausted all applicable accrued paid leave credits.

4. When the above verification and determinations are made, the Superintendent and/or appropriate administrator may approve the transfer of accrued sick leave credits. All transfers of sick leave days are irrevocable.

5. The Superintendent and/or appropriate administrator shall inform unit members of the means by which donations may be made in response to the unit member's request. A limit of 150 days of sick leave credit may be held for future use.

6. Any unit member, upon written notice to the district, may donate accrued sick leave credits to the requesting unit member at a minimum of one full work day, and in full work day increments thereafter. All transfers of eligible leave credit shall be irrevocable.

   a. One full work day of sick leave donated counts as one full work day received.
7. To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than fifteen (15) days.

8. When a unit member retires or otherwise ends employment with the District with a balance of donated leave pursuant to paragraph 5 above, said leave balance dissolves.

J. All other leave provisions not covered herein shall be consistent with the provisions of the Education Code, i.e., sabbatical leave, military leave, etc.
ARTICLE XXIII: UNIT MEMBER BENEFITS

A. PROPERTY DAMAGE: The District will insure items of personal property such as: radios, cassette recorders, phonographs, cameras, etc., used in conjunction with a unit member's work, against willful damage and theft, providing that such items are registered in the office at the start of the year. Such items will become part of a school property inventory for the purpose of insurance coverage only. The unit member can remove such articles from the room at his/her discretion.

B. HEALTH INSURANCE: The District will provide the following medical plan to full-time unit members. Part-time unit members shall receive it on a pro-rated basis.

The District shall increase the cap to $12,400, in the 2015-2016 school year, $13,000 for the 2016-2017 school year, and $14,000 for the 2017-2018 school year becoming permanent. Retirees health benefit cap contribution of $12,400 beginning in the 2015-2016, 2016-2017 school year and $13,000 in the 2017-2018 school year becoming permanent. The current level of benefits’ cost is $20,244-Plan A, $19,572-Plan E, $18,960-Plan F and $17,220-Plan H. The Association will select from four designated health plans, with the Association and District sharing the cost of the selected plan for each member.

(Revised 06/01/2015)
1. The District, shall provide, with no co-pay or deductible, the payment for influenza immunizations upon request by the unit member.

2. The District shall provide periodic tuberculosis tests once every four years in accordance with law at no cost to the unit member. (Education code 49406).

3. Unit members shall have the option to purchase the pro-rated benefits of health, dental, and vision, not provided in a shared teaching assignment, provided the District’s medical plan...
provider allows for the purchase.

4. Beginning in the 2018-2019 school year and continuing thereafter, unit members who select the “Bronze” health care plan, or any other plan lower than the district’s paid health benefit cap as defined in section “B” above, shall receive the monetary difference paid into a deferred compensation fund of the employee’s choice on June 30th of the current fiscal year. (A deferred compensation fund is defined as a tax deferred fund such as a 403 B, Short Term Annuity, Short Term IRA, or other retirement fund). For example, if the cost of the “Bronze” plan is $8,000 and the district’s paid cap is $14,000, then the unit member shall receive deferred compensation of $6,000 on October 1st of the current fiscal year. (The employee will provide the Business office the fund name and account number by October 1st of the current year.) in the event an employee terminates employment during the fiscal year the monetary difference paid may be prorated and repayment to the District required

(Revised 9/18/2018)
ARTICLE XXIV: DURATION OF BENEFITS

A. The unit member benefits provided in this agreement shall remain in full force and effect for the duration of the Agreement. The only exception is if a unit member's employment terminates during the school year. In that case, he/she will have continued coverage for the length of the insurance contract year providing he/she pays the premiums and the arrangement is acceptable to the carrier.

B. Should a unit member's employment terminate with the end of the school year, said unit member shall be entitled to continued coverage under the existing plans until the existing insurance contract expires. They may continue coverage under the COBRA plan, if available, for an additional two (2) years if they pay their own premium.
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EXPERIENCE - Fifteen (15) years start on Step 16

*EMPLOYED after July 1, 1999 - Masters Required for Last Column

Masters Degree $1375

185 Contracted Days
ARTICLE XXV: CERTIFICATED SALARIES

A. The salary schedule (See Appendix #1-A) is based upon the 2006-2007 2017-2018 salary schedule. The 2017-2018 salary schedule shall be increased by 3.25%. This 3.25% increase from the 2017-2018 salary schedule will be added to each step/column creating the 2018-2019 salary schedule. The 2018-2019, salary schedule shall be increased by 2.5% effective July 1, 2019 creating the 2019-2020 salary schedule. From the 2015-2016 based salary schedule and increased 3% In addition, the District agrees to provide a three percent (3%) salary increase to the Association retroactive to July 1, 2016, in addition to the previously negotiated collective bargaining agreement salary increases. In 2017-2018 effective July 1, 2017, from 2016-2017 base salary schedule. This 3% in both 2016-2017 and 2017-2018 school years will be added to each step/column. The 2020-2021 salary shall be open for negotiation per Article I.C (above). (Revised 9/18/2018)

Additional salary negotiations will be conducted during the duration of this Agreement.

B. Unit members covered by the enclosed salary schedule (See Appendix #1) include the following certificated job positions: Classroom teacher, Special Education: (Special Day Class teacher, Resource Specialist), Reading Specialist teacher (including Reading Recovery), Band/Music teacher, Title VII Bilingual Specialist, Success For All Facilitator, Library Media Specialist, and Teacher/Technology Coordinator.

C. Non-salary eligible stipends for extra duty will be as per enclosed Extra Duty schedule. (See Appendix #2)

Participation in Extra Duty programs shall be voluntary and paid in accordance with the title of the activity and the number of positions listed. No Extra Duty assignment may be given without a preliminary consultation and acceptance by unit member(s).

D. Specialist Credential related payments will be included in regular pay and included towards STRS retirement plan as per enclosed Salary Eligible schedule. (See Appendix #3). (To include but not limited to: Bilingual and Special Education certification)

E. District will pay for reauthorization and certification for unit members assigned to Reading Recovery.

F. Regular pay on salary schedule (See Appendix #1-A) will be included towards STRS retirement plan.

G. Unit members new to the district shall be granted up to four (4) fifteen (15) years credit for experience outside of the district. (Revised 12/20/16)

H. Unit members may submit documentation for a change in column placement as evidenced by a transcript of record or official grade report. Deadline for verification of units earned is August 31 except when transcripts are not issued until after August 31, in which case the deadline is September 30.

I. The school year calendar listing all instructional days, non-instructional days, vacations, and holidays is incorporated into this Agreement as Article XIX.
J. The Title VII Bilingual Resource Teacher, Success For All Facilitator, Library Media Specialist, and the Teacher/Technology Coordinator will receive per diem for up to 15 additional days beyond their contractual work year; with an additional $42.00 per hour for one extra hour per day. An extended work day/work year position is defined as a position with duty days beyond the regular contracted work year. (Revised 9/18/2018)

An extended work day/work year position is defined as a position with duty days beyond regular contracted work year.

These extended work day/work year positions may be renewed from year to year at the District’s discretion.

Certificated unit members with extended work year positions shall receive their per diem rate for all duty days beyond the regular contracted work year.

If the District identifies a need to extend the work day/work year of any additional certificated unit members after the commencement of a school year it shall negotiate a memorandum of understanding (MOU) with the Association regarding the extended work day/work year position. The MOU shall be signed by both parties. The extended work day/work year position shall remain in effect during the current school year. The District shall not renew the extended work day/work year position for the subsequent school year without negotiating with the Association.

If the District identifies a need for an extended work day/work year position before the commencement of the school year, it shall negotiate the creation of the extended work day/work year position with the Association. It shall advertise the availability of the position in-house in the customary manner for in-house opportunities and take applications of interested District personnel. However, District shall have the right to select a candidate of its choosing in its sole discretion. For extended work day/work year positions made after the beginning of a work year, the position shall be advertised in-house before it is renewed by District.

Once an extended work day/work year position has been advertised, the District shall be able to renew it from year to year without additional advertisement.

K. The District will post the County Office of Education payroll time lines in the lunch and staff workrooms. Unit member shall indicate to the District’s Payroll and Personnel Departments by August 1st, their preference for receiving salary in eleven (11) or twelve (11) payments. Unit members who are hired after the first work day of the school year or fail to state their preference shall be paid in eleven (11) payments. No changes in this method of payment shall be allowed during a fiscal year.

L. No changes in a unit member's contract shall take place unless the said unit member, the Association, and the School District Board or its official representative agree to it in writing.

M. If the District receives any “bonus” money based upon test scores, the District and Association will meet and negotiate as to how any such “bonus” monies will be distributed.

N. Accelerated Reading (AR) Coordinator stipend of $750.00 for each site if the District
does not have a certificated librarian. (Revised 06-01-2015)

O. All other stipends will increase 10% in the 2017-2018 school year.

Note: For future reference the 2015-2016 Contract Negotiations included the following salary schedule adjustments:

The salary schedule is amended by compaction from 28 years to 20 years establishing a new base salary schedule. The salary compaction is equivalent to 4%. (Revised 06-01-2015)
ARTICLE XXVI: RETIREMENT HEALTH BENEFIT AGREEMENT

All eligible certificated employees who have retired on or after June 10, 1979 may, upon agreement of the District, receive paid Health, Dental and Vision benefit plans for the term of this contract. Employees must have reached an age of 57 years and must have been employed by the District more than ten (10) years immediately prior to entering retirement status.

To be eligible for these retirement health benefits, certificated employees must be employed by the District on or before September 1, 1995. Certificated employees hired by the District after September 1, 1995 but on or before September 1, 2000 must be employed by the District more than twenty (20) years inclusive, immediately prior to entering retirement status, shall receive a retirement health benefit but shall only be eligible for Medicare funding as described in Article XXVI.6 below.

The payments made by the District are contingent on the retiree and spouse fulfilling the requirements hereinafter enumerated. The District will contribute the current certificated employee benefit package cap to all eligible retirees pursuant to Article XXVI until age 65 or at the age when the retiree qualifies for Medicare as described below. SISC III C.D.S. -- Dental, V.S.P.--Vision (Revised 09-08-2011)

1. Retiree and spouse are covered under this agreement.

2. Should the retiree predecease his/her spouse, the paid health and accident benefits plan shall be continued for the spouse until deceased. If spouse predeceases retiree and retiree remarries, new spouse is not covered.

3. Retiree shall inform the District of any change in address or status within fifteen (15) days.

4. In the event of death of the retiree or spouse, the District shall be informed within thirty (30) days.

5. The retiree and/or spouse shall, at age 65, or at the age when the retiree qualifies for Medicare, apply for Medicare Parts "A" and "B" and provide the District with appropriate evidence that they are eligible and covered for both or can be covered only under Part "B". (There may be a Medicare charge for Part A; Part B has a fee included). The District shall pay a maximum of $1250 $1550 per year to the retiree by October 1st of each year. This is to be applied to the retiree's supplemental Health Insurance Plan. Certificated employees who turns 65 before the start of the new health contract year, will begin receiving the $1250 $1550 per year at a prorated amount until the end of the current health contract. For example, if a member turns 65 in March, the member would receive a prorated amount of the $1250 $1550 towards Medicare Part "B", until the start of the new Health Benefit Contract Year. Example: 7/12 of $1250 $1550 equals $904.17 given to the unit member to be used for Medicare Part “B”. Certificated employees, hired after September 1, 1995, but on or before September 1, 2000, will not be eligible for the $1250 $1550 per year coverage for Medicare Parts “A” and “B” if retiring before their Medicare eligibility age.

(Revised 08-02-2013) (Revised 9/18/2018)
6. Certificated employees, hired after September 1, 1995, but on or before September 1, 2000, who work beyond the age of Medicare eligibility shall, upon retirement, apply for Medicare Parts “A” and “B” and provide the District with appropriate evidence that they are eligible and covered for both or can be covered only under Part “B”. (There may be a Medicare charge for Part A; Part B has a fee included). The District shall pay a maximum of $1250 per year to the retiree for no more than ten (10) years. This is to be applied to the retiree’s supplemental Health Insurance Plan.

7. The District shall assume the regular district health plan premium costs when the retiree reaches the age of fifty-seven (57) and not before. If the unit member should retire prior to age fifty-seven (57) years, the premium payments shall be borne by the retiree through payroll deductions from STRS until age 57 is attained. The only exception shall be for a disabilitant so certified by STRS who shall be granted the paid premium benefits immediately upon retirement.

8. Should the retiree and/or spouse fail to honor the requirements herein enumerated, the District shall have the right to cancel this agreement within thirty (30) days after written notice of non-compliance has been forwarded to the retiree and/or spouse.

9. The District shall make available to the unit members the provisions of SB858, "the Golden Handshake Additional Service Credit for STRS members," Chapter 20, Statutes of 1994.
As a result of negotiations with Planada Teachers Association, and contingent upon PSSD Board approval, the District has reached a final agreement to the following for 2015-2018:

1. **APPENDIX “A”: SALARY SCHEDULE**

   2015-2016 - Salary schedule compensation from 28 years to 20 years establishing a new base salary schedule. The salary schedule compensation is equivalent to 4%

2. **ARTICLE XXV**

   Increase the base salary schedule by 3% for the 2016-2017 school year and 3% for the 2017-2018 school year.

3. **ARTICLE XXII: UNIT MEMBER BENEFITS**

   The $12,400 health benefit cap becomes permanent for the 2015-2016 school year, $13,000 for the 2016-2017 school year, and $13,000 for the 2017-2018 school year.

   The non-member health benefit cap increases to $12,400 for the 2015-2016 and the 2016-2017 school year and $13,000 in the 2017-2018 school year.

4. **ARTICLE XXV: CERTIFICATED SALARIES**

   Accelerated Reading (AR) Coordinator stipend of $750 for each site if the district does not have a certificated librarian.

   All other stipends will increase by 10% in the 2017-2018 school year.

5. **ARTICLE XXI: STAFF DEVELOPMENT**

   Two voluntary Day Back days at the unit members per diem rate scheduled during the pre-service week.

6. **APPENDIX #7**

   **MEMO OF UNDERSTANDING**

   For the life of the contract July 1, 2015 through June 30, 2018 the parties agree to an alternative annual average class-size enrollment in grades K-3 for each school site as authorized by Education Code section 42238.620(A)(D). The grades K-3 maximum average class size enrollment shall be 24:1 at Planada Elementary School. In the event that newly-enrolled students cause the District to be unable to comply with these maximums, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution.

   [Signatures]

   [Board of Trustees]

   [Superintendent]
6. Certificated employees hired after September 1, 1995, but on or before September 1, 2000, who work beyond the age of Medicare eligibility shall, upon retirement, apply for Medicare Parts "A" and "B" and provide the District with appropriate evidence that they are eligible and covered for both or can be covered only under Part "B". (There may be a Medicare charge for Part A; Part B has a fee included). The District shall pay a maximum of $1500 to $1250 per year to the retiree for no more than ten (10) years. This is to be applied to the retiree’s supplemental Health Insurance Plan.

- Include SISC companion care as an option for qualified retirees

Extra Duty Schedule

Medical Pathways Team Member

$250 (Revised 06-01-2016) $1375

Side Letter Agreement Summer School Program

Hourly Rate

$32.60 $42.60

PBIS Coordinator

$1100.00

Science Robotics Coach

$825.00

- Retain and update Class size and ERI MOUs
- Joint committee for Evaluation tool and pilot
- Joint committee for Aries implementation and pilot

For the District

9/19/18

For the Association

9/18/18
COACHING

ATHLETIC DIRECTOR: 1,100
(Includes supervision of home basketball games
and coordination of track meets.)

VOLLEYBALL: (per team)
Girls A Team 660
Girls B Team 550

SOCcer: (per team)
Boys and Girls A Team 660
Boys and Girls B Team 550

BASKETBALL: (per team)
Boys and Girls A Team 935
Boys and Girls B Team 825

BASEBALL: (per team)
Boys A Team 660
Boys B Team 550

SOFTBALL: (per team)
Girls A Team 660
Girls B Team 550

TRACK:
Cross Country: (per team) 480
Track, (each member) 480
EXTRA DUTY SCHEDULE

as of 08-07-2017

BAND ACTIVITIES:

Letter Carrier Coach $400 Revised 12-12-06
Majorette Coach 400 Revised 12-12-06
Band Uniform Maintenance and Parade Matron 600 Revised 12-12-06
(May be divided between 2 people)

FLAGS COACH

Senior Flag Team 400 Revised 12-12-06
Junior Flag Team 400 Revised 12-12-06

OTHER STUDENT ACTIVITIES:

Outdoor Education Camp (each) 600-700 770 Revised 8/7/17
To be paid in one lump sum after unit member(s) provides service at Camp
Outdoor Camp Coordinator 600 660 Revised 08-07-2017
Student Body Advisor 1250 1375 (Revised 08-07-2017)

Student Study Team Coordinator (each) 4,000 1100 (Revised 08-07/2017)

Medical Pathways Team Member 1250 (Revised 12/02/2016)

Grade Level Coordinator (K, 1, 2, 3, 4 and 5 (1 each)
(2 at 6-8) (8 unit members) 1,000 1100 Revised 08-07-2017

Academic Pentathlon Coach (3 unit members, each) 750 825 (Revised 08-07-2017)

Home and Hospital Instruction (each) 32 37 per hour (Revised 08-02-12)

Before/After School Tutorial/Intervention 32 37 per hour Revised (08-02-12)
Club Live Advisor: 700 770
(shared equally by Advisor unit member(s))

BTSA Support Providers-30 hours of direct teacher support. If less than 30 hours, will pay
at a prorated basis 1650 Revised (08-07-2017)

Folklorico: (each) 400 440
M.E.Cha: (each) 700 770 Revised (08-07-17)
Yearbook Advisor 800 880
### SALARY ELIGIBLE SCHEDULE

**3-15-2000 Agreement**

#### BILINGUAL:

**LEVEL I:**
- Designated, no competency exams passed; 6 units completed toward certification each year.
- (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)
- 

**LEVEL II:**
- Designated, one competency exam passed, 6 units completed toward certification each year.
- (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)

#### LEVEL III:
- Designated, passed two competencies, other classes toward certification in progress. (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)

#### LEVEL IV:
- Designated, all competencies passed, holds certificate of competency. (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year. Unit members will receive a $475 stipend.)

#### LEVEL V: BCLAD:
- Designated, holds Bilingual Crosscultural Language and Academic Development certification. (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year. Unit members will receive a $475 stipend.)

#### LDS
- Designated, holds Language Development Specialist credential or competency test passed. (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)

#### CLAD:
- Designated, holds Crosscultural Language and Academic Development certification (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)

#### SDAIE:
- Specially Designed Academic Instruction in English/ELD (English Language Development) certification. (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)

#### ESL:
- English as a Second Language certification. (A $1000 has been added to the Certificated Salary Schedule as of the 2010/2011 school year.)
SPECIAL EDUCATION:
  Special Education Contact Person  825

LEVEL I:  550
  Authorization to teach with an Elementary and/or Secondary Credential with Special Education Emergency Credential plus up to 24 units towards Clear Special Education Credential

LEVEL II:  990
  Authorization to teach with an Elementary and/or Secondary Credential with a Professional Clear Special Education Credential

LEVEL III:  1200
  Authorization to teach with an Elementary and/or Secondary Credential with a Professional Clear Special Education Credential and Certificate of Competency for Resource Specialist

If Bilingual  1475

Austim Certification (if unit member pays for the university/college) units 660  (08-07-2017)

MASTERS DEGREE:  4400-4200-1375(Revised 08-07-2017)
  Payment is included in regular pay and included towards STRS retirement plan.

READING
  Designated, holds Miller Unruh and/or Reading Recovery Certification
  $475

MUSIC
BAND DIRECTOR: Designated  1000
SIDEx LETTER AGREEMENT SUMMER SCHOOL PROGRAM

APPENDIX #4

A. This agreement applies to summer school programs administered by the Planada School District.

B. The hourly rate of pay for summer school unit members shall be forty-two dollars ($42.00) including the number of hours taught plus preparation time.

C. Unit members shall report to assigned summer school classroom ten (10) minutes before classes start and may leave at the completion of their last class and their preparation time.

D. Summer school unit members shall receive ten minutes of preparation time for every hour of instruction. Unit members will be required to work yard duty during their preparation time on a rotating basis.

E. Regularly employed unit members of the District shall be given preference over teachers outside the District for summer school placement.

F. Unit members serving in summer school shall be entitled to one (1) day of sick leave for every summer school session. Summer school sick leave shall accumulate with the unit member’s regular sick leave. Unit members serving in summer school shall be entitled to use their regular accumulation of sick leave will receive differential pay for any subsequent sick leave day used within the session.

G. Any bargaining unit member shall be considered as a qualified applicant for a summer school assignment provided, they have the appropriate credential or other necessary certificate. The District shall establish a summer school seniority list which shall be maintained from year to year. The summer school seniority list shall be established by posting a notice to apply for summer school positions. The list of summer school applicants shall be ranked by seniority in the district. The list established in 2010 shall become the summer school seniority list and all deletions or additions will be made to the 2010 list in the future. All summer school applicants must submit a summer school employment application each year by the announced deadline.

H. The District shall, by May 24th, complete the application process and develop a list of unit members applying for summer school positions. The listing shall include:

1. A list of all applicants
2. Appropriate credentials or other necessary certifications of each applicant
3. Summer school seniority-rotation rank of each school
4. Members opting out of summer school employment and new applicants will be placed at the bottom of the summer school seniority list.
5. Any tentative assignment to summer school

I. This Side Letter shall be subject to the contract’s grievance procedure and negotiated when needed.

Revised 05-14-2010
MEMO OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Governing Board of the Planada Elementary School District (hereinafter “District”) and the Planada Teachers Association (hereinafter “Association”) as a result of an agreement with respect to Article V of the Agreement between the District and the Association, which expires on June 30, 2002.

The Association and the Board agree as follows:

1. The terms of Article V, Section E of the Agreement shall be null and void as of the effective date of this Memorandum.

2. The District and the Association agree that the District will provide and make available in a timely manner all necessary instructional supplies and materials as needed by the certificated teaching staff.

3. The District and the Association agree that the District will maintain and make available those supplies which have been previously made available by the District for the normal operation of the District’s programs.

4. Nothing in this Memorandum shall preclude the certificated teaching staff from requesting materials, supplies and equipment via purchase orders or by other means, subject to District policy.

5. The Association and the District agree that no reasonable request by certificated teaching staff for appropriate and necessary materials and supplies will be denied by the District.

6. The Association and the District agree that this Memorandum of Understanding will remain in force and effect until a successor agreement to the 1999-2002 Agreement has been ratified by the Association and the District.

Revised 05-29-08
MEMO OF UNDERSTANDING

1. For the 2011-2012 and 2013-2014 and 2015-2016 school years, the District will make available, two years of additional service credit to eligible unit members, the Golden Handshake pursuant to Education Code 22714 (AB 1207). All issues of eligibility for the Golden Handshake benefit are subject to STRS and other bodies identified in AB 1207. At the District’s discretion, the District may offer the Golden Handshake in other years. (Revised 8/02/13)

2. The District will make available, to eligible unit members, with ten (10) or more of tenure with the District, a Public Agency Retirement Systems (PARS) Supplemental Retirement Plan (SRP) each school year during the 2003-2004 and 2004-2005 school years. (Revised 8/02/13)

3. If individual unit members are eligible for a greater dollar amount of benefits under a Public Agency Retirement System (PARS) Supplement Retirement Plan (SRP) and the cost of the SRP plan to the District is less than or equal to the cost of the Golden Handshake (AB 1207) benefit, the District may offer the eligible unit member(s) the PARS benefit. Participation in the PARS plan is completely voluntary for unit member(s).

4. Individual unit members are not eligible to receive both the Golden Handshake and the PARS SRP. In order to be eligible for the Golden Handshake or PARS SRP, unit members must submit “Notice of Intent to Retire” by October 1, of the school year they seek either retirement incentive. The individual unit member will not be bound by the October 1
notice. The “Notice to Retire” must be submitted by February 15th, of the current school year and becomes irrevocable at that time. If the District cannot realize a savings by offering the retirement incentives to all those that have submitted the “Notice to Retire”, then the prospective retirees are no longer bound by said “Notice”. (Revised 8/02/13)
Memo Of Understand

For the life of the contract July 1, 2015 through June 30, 2018, the parties agree to an alternative annual average class-size enrollment in grade K-3 for each school site as authorized by Education Code section 42238.02 (d) (3) (B). The grades K-3 maximum average annual class size enrollment shall be 24:1 at Planada Elementary School. In the event that newly enrolled students cause the District to be unable to comply with these maximums, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution. (Revised 06-01-2015)
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EXPERIENCE - Fifteen (15) years start on Step 16

*EMPLOYED after July 1, 1999 - Masters Required for Last

Masters Degree $1375

185 Contracted Days