

COLLECTIVE BARGAINING AGREEMENT

Between the

PATTERSON JOINT UNIFIED SCHOOL DISTRICT

and the

PATTERSON ASSOCIATION OF TEACHERS

July 1, 2021 – June 30, 2024

Contract Initially Adopted 6/2021

Tentative Agreement for Revision on 3/10/22; Board Approved on 4/11/22

Table of Contents

ARTICLE	Page
1. RECOGNITION.....	1
2. NEGOTIATING PROCEDURES.....	2
3. SAFETY.....	3
4. ORGANIZATIONAL SECURITY.....	4
5. PERSONNEL FILES.....	5
6. ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS.....	6
7. EVALUATIONS.....	9
8. HOURS.....	11
9. CLASS SIZE.....	13
10. LEAVES.....	15
11. DISCIPLINE/SUSPENSION.....	23
12. GRIVANCE PROCEDURE.....	24
13. CALENDAR DAYS AND THE SCHOOL CALENDAR.....	28
14. YEAR-ROUND EDUCATION CONTRACT LANGUAGE.....	29
15. NEW SCHOOL OPENING.....	31
16. NEW BARGAINING UNIT MEMBER BASIC ORIENTATION INFORMATION.....	32
17. EARLY RETIRMENT SERVICE CONTRACTS.....	34
18. SALARIES AND COMPENSATION.....	35
19. EXTRA PAY ASSIGNMENTS.....	39
20. EMPLOYEE BENEFITS.....	43
21. PEER ASSISTANCE AND REVIEW.....	44
22. EFFECT OF AGREEMENT.....	46
23. SAVINGS PROVISION.....	47

ARTICLE 1
RECOGNITION

Recognition has been granted to the Patterson Association of Teachers/CTA/NEA as the exclusive representative for a unit of all certificated employees, excluding District Superintendent; Assistant Superintendents; Directors, Coordinators; Learning Coordinator; Guidance Learning Coordinator; Program Specialist; Preschool Administration, Preschool Teaching Administration; District Nurses; District Psychologists; Principals; Assistant Principals; Substitute Teachers, day to day and long term; Adult School Teachers; and Summer School Teachers not regularly employed by the District.

ARTICLE 2
NEGOTIATING PROCEDURES

2.1. Successor Contract

The Association will present its proposal for a successor contract at the first regularly scheduled meeting of the Board of Trustees in February. Negotiations will be commenced no later than ninety (90) calendar days after such presentation unless postponement is mutually agreed upon.

2.2. Outside Consultants

Either party may utilize the services of outside consultants. Notification that a consultant will be attending a negotiation session shall be given no less than five (5) days in advance of the scheduled meeting. Exceptions to this notification would require mutual agreement of the District and Association.

2.3. Place of Negotiations

Negotiations shall take place at mutually agreeable places.

2.4. Released Time

Negotiations shall be scheduled to permit a maximum of five (5) District employees, each from a different school. The Association president shall be allowed to observe and consult during negotiations, with mutual agreement of the District, and not be inclusive of the five (5) district employees mentioned in this section. Members of the association negotiations team will be released from duty, even if the duty involves class time, for the purpose of attending the negotiations sessions with the district.

2.5. Public Complaints

If the existing Board Policy "Section I-The Governing Board, Number 12 Public Complaint" is to be changed, the District will first negotiate with the Patterson Association of Teachers.

ARTICLE 3
SAFETY

3.1. Unsafe Conditions

Any employee who observes a working condition deemed unsafe by the employee or which reasonably would be so deemed, shall report such condition, in writing utilizing the district adopted form found in the IIPP, including the grounds for believing or alleging it to be unsafe, to his/her immediate supervisor.

3.2. Response

The immediate supervisor shall respond in writing to the unit member's concern within five (5) workdays.

3.3. Personal Property

Any unit member who suffers the damage of any personal property as defined in this Article, while performing duties assigned by the District, shall be reimbursed for the replacement cost of said personal property. Personal Property under this Article 3.3 shall be defined as any article of clothing or property that the unit member is wearing (i.e.: glasses, hearing aid, jewelry).

3.4. Other Personal Property

The district shall provide the replacement or repair of cell phones and smart watches when such items are on the person of a member and damaged as a result of an intentional act committed by another party while the employee is on duty. Employees must promptly report the incident to their immediate supervisor.

ARTICLE 4
ORGANIZATIONAL SECURITY

- 4.1. Any unit member who is not a member of the Patterson Association of Teachers/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, or the unit member may elect payroll deductions in the same manner as association dues.
- 4.2. If the unit member does not pay the lump sum within thirty (30) days from the date of commencement of assigned duties the District will elect payroll deductions as provided for in Education Code Section 45061 payable to the Association.
- 4.3. Any unit member in lieu of a service fee may apply to the Patterson Association of Teachers/CTA/NEA for an exemption on religious and philosophical grounds the sum equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - i. Foundation to Assist California Teachers
 - ii. American Cancer Society
 - iii. Patterson Association of Teachers Scholarship Fund.

ARTICLE 5
PERSONNEL FILES

5.1. Inspection of Files

- 5.1.1 Materials in the personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. The employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to supervise students.
- 5.1.2 Such review is not to include ratings, reports, or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members, or; (3) were obtained in connection with a promotional examination.

5.2. Derogatory Material

- 5.2.1 No letter of reprimand shall be placed in the unit member's personnel file based solely on a public complaint which is not substantiated.
- 5.2.2 Information of a derogatory nature, except material mentioned in paragraph "Inspection of Files" above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereof. An employee receiving a derogatory document may request within five (5) workdays of receipt of the document, that the Superintendent, and his/her designee, schedule a meeting which may include the following:
 - 1. The Superintendent, and/or his designee
 - 2. The Administrator who wrote the document
 - 3. The employee receiving the derogatory document
 - 4. A representative chosen by the employee
- 5.2.3 The purpose of this meeting is to review the circumstances surrounding the issuance of the derogatory document. The employee shall be afforded the opportunity to refute the derogatory document or to seek a compromise with the administrator who wrote the document in an effort to keep such material from becoming a part of his/her personnel file. After the review process, if the administrator chooses to enter such a document(s) into the personnel file, he/she shall notify the unit member of his/her decision, in writing, within five (5) work days.
- 5.2.4 If a unit member receives notice that material of a derogatory nature is going to be placed in his/her District Personnel File, a unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon, provided such comments are presented for filing within ten (10) workdays after notice from the administrator.

ARTICLE 6
ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS

6.1. Definitions

- 6.1.1 "Assignment" is the specific grade level, department, or other specified certificated duty. (Examples: Third grade teaching assignment, history teaching assignment, teacher on special assignments, etc.).
- 6.1.2 "Reassignment" is a change in K-6 grade level assignment or 7-12 subject discipline assignment at the same work site.
- 6.1.3 "Transfer" is a change in a work site from one school to another or from one job classification to another.
- 6.1.4 "Voluntary" is a movement initiated by the employee.
- 6.1.5 "Involuntary" is a movement initiated by management.
- 6.1.6 "Vacancy" is a position declared vacant by the administration for any of the following reasons:
 - i. Personnel previously holding the position left the employ of the District through resignation, dismissal, retirement, or death.
 - ii. Personnel previously holding the positions assumed a new position within the District;
 - iii. Enrollment growth or program development causes the establishment of an additional position.

6.2. Involuntary Reassignments

- 6.2.1 Prior to a position being declared vacant it may be filled by a site administrator via involuntary reassignment.
- 6.2.2 The site administrator shall meet with any unit member prior to that unit member being reassigned.
- 6.2.3 The employee chosen for reassignment shall be notified in writing of said reassignment and the reasons therefore with a copy sent to the District Superintendent and Personnel Office.
- 6.2.4 If reassignment takes place during the school year, the teacher reassigned shall be allowed up to three (3) workdays to work with the site administrator to prepare for the new assignment.
- 6.2.5 Reassignment, in no particular order, will be made on the basis of the following factors: Appropriate experience, credentialing requirements, bilingual certification and/or waiver, school needs, program needs, recommendations based upon evaluation, seniority.
- 6.2.6 Reassignment will not be used as a punitive measure.

6.3. Involuntary Transfers

- 6.3.1 Prior to a position being declared vacant it may be filled by the district via involuntary transfer for the following reasons:
 - i. to balance a school staff according to sex and ethnicity as required by law or judicial decision;
 - ii. to change the number of unit members in a school or district setting because of reduced or increased enrollment, reduced programs or alteration of programs, or program elimination;
 - iii. to reassign unit members when new schools are formed, boundary adjustments are made, or when schools are closed; and,

- iv. to satisfy the educational needs of the individual school or other district needs.
- 6.3.2 A unit member affected by an involuntary transfer shall be given written notice as soon as administratively practicable. Within five (5) days of receipt of the transfer notice the unit member may request a written statement of reasons and/or conference between the appropriate management person and the unit member in order to discuss the reasons for the transfer. The written statement and/or conference shall take place within five (5) days after receipt of request from the unit member unless postponed by mutual agreement between the transferred employee and the District.
- 6.3.3 If a member is transferred, the member shall be given good faith consideration for being transferred back to the school site from which the employee was transferred.
- 6.3.4 The following factors will be considered in district transfers: Appropriate experience, credentialing requirements, Bilingual Certification and/or waiver, school needs, program needs, recommendations based upon evaluation, seniority.
- 6.3.5 A unit member involuntarily transferred during the school year shall be allowed up to five (5) workdays to work with the site administrator in order to prepare for the transition. Generally, teachers will not be transferred more than once per school year.
- 6.3.6 Involuntary transfers will not be used a punitive measure.

6.4 Voluntary Transfers and Reassignments

- 6.4.1 When District management determines an assignment is vacant, all unit members meeting the job specifications, who complete a "Request for Transfer/Reassignment", shall be considered for the position.
- 6.4.2 Members who desire transfer or reassignment for the next school year shall file requests on a "Request for Transfer/Reassignment" form with the District Office between February 1 and February 28 of each school year. Transfer and reassignment requests to a specific location and/or position in a school filed during that time period, shall be considered, when vacancies are declared for that location and position between March 1 and the end of the sixth week of the following school year. Employees hoping to transfer should complete their form regardless of the current internal vacancy list as not all potential candidates will be known at this time. A list of known vacancies shall be provided to employees on Feb 1st. This list shall include all known vacancies due to resignation, retirement, or openings which had occurred after the 6th week of the school year.
- 6.4.3 For transfer/reassignments granted after August 1st of the following school year through the sixth week of school, the employee has the right to accept, withdraw the request, or postpone the transfer until the beginning of the subsequent following school year.
- 6.4.4 For vacancies that occur after the end of the sixth week of school, the District shall consider the transfer requests received during the February 1 through February 28 transfer/reassignment window of the same school year. Transfers shall take place the following school year.
- 6.4.5 A member who requests a transfer or reassignment shall be given good faith consideration. Management's decision shall be based upon the following factors: Appropriate experience, credentialing requirements, bilingual certification and/or waiver, school needs, program needs, recommendations based upon evaluation, seniority.

- 6.4.6 All transfer and reassignment requests will remain confidential unless the site administrator needs the information for hiring purposes.
- 6.4.7 A unit member selected for voluntary transfer will be contacted via Human Resources. Should the notification occur before May 1st the transfer shall be irrevocable. Should this occur between May 1st and July 31st the unit member may rescind their intention for transfer. If the unit member is notified prior to the start of the workday, they must rescind their interest by contacting HR by the end of that workday. If the unit member is notified after the start of the workday, they must rescind their interest by contacting HR by 8am on the following workday. Failure to make contact in this timeframe will result in the placement being confirmed

6.5 Classroom Changes

- 6.5.1 For changes of a classroom which occur during the regular school year, the District will provide one (1) release day for classroom preparation. In addition, the District will move the furniture and teacher material to the new classroom.

ARTICLE 7
EVALUATIONS

7.1. Evaluation Cycles

- 7.1.1 Probationary unit members shall be evaluated at least once each school year.
- 7.1.2 Permanent unit members shall be evaluated at least once every two (2) school years.
- 7.1.3 Permanent unit members, who have been with the district for at least ten (10) years, and have received exemplary evaluations, may be excused from evaluations for every two years and be evaluated on a five-year cycle, based upon the mutual consent of the evaluator and the evaluatee. Teachers who have had satisfactory evaluations and have been in the district for ten (10) years may qualify if they receive an exemplary rating in their next evaluation cycle.

7.2. Evaluation Process

- 7.2.1 At the beginning of each year, staff will be notified of which administrator will be their evaluator.
- 7.2.2 At the beginning of each year shared staff will be notified of which site is their evaluator.
- 7.2.3 The evaluator will discuss openly with the member the evaluator's formal written observation report and/or written evaluations of the performance of the member. If any deficiencies are indicated, the evaluator shall hold a conference with the member to make specific recommendations as to the areas of needed improvement in the member's performance and shall endeavor to assist the member in improving performance. Recommendations as to areas of needed improvement will be made in writing including a reasonable time schedule to monitor progress.

7.3. Written Objectives

- 7.3.1 Each instructional personnel member of the bargaining unit shall, prior to 40 working days after their first annual date of service, present written statements setting forth objectives of, (a) expected student achievement in courses currently being taught; (b) instructional techniques and strategies; (c) the establishment and maintenance of a suitable learning environment within the scope of the member's responsibilities and (d) the employees adherence to District's curricular objectives (California grade level standards). The total minimum number of objectives required shall be four (4). A teacher's final evaluation will not be lowered because the number of objectives turned in was four (4). There shall not be less than one (1) objective in each of the above specified areas.
- 7.3.2 Each noninstructional personnel member of the bargaining unit shall prior to the 40 working day deadline, present written statements of performance objectives based upon the job responsibilities assigned to that position. Each noninstructional unit member shall be required to write no less than six (6) specific performance objectives. The written statements setting forth objectives shall be submitted by the member for approval by the evaluator.
- 7.3.3 In the event the evaluator does not approve the written statements setting forth objectives, the evaluator shall discuss the written statements of objectives with the member. If the evaluator and the member of the bargaining unit cannot come to an agreement within twenty (20) working days as to what should constitute said objectives, the evaluator and the unit member may present evidence to the Superintendent at a meeting of the parties and their

representative. The Superintendent shall render a decision no later than ten (10) work days following said meeting.

- 7.3.4 When requested by the member, modifications or additions to the written statements of objectives can be made, provided said modifications and additions are approved by the evaluator. In the event the evaluator and the member cannot come to an agreement as to what should constitute said modifications or additions, the same process may be utilized as stipulated in the paragraph above.

7.4. Final Evaluation

- 7.4.1 A copy of the written evaluation shall be given to the member no later than thirty (30) calendar days prior to the end of the calendar school year.
- 7.4.2 The unit member shall have the right to have his/her written response to the evaluation become a permanent attachment to the formal evaluation.

ARTICLE 8
HOURS

8.1. Workday

- 8.1.1 The workday for the unit member shall be seven and one-half (7.5) hours, excluding a thirty (30) minute duty free lunch.
- 8.1.2 Hours of employment for employees covered by this Agreement shall commence at times to be determined by the District.
- 8.1.3 Members may not leave campus during the student day without permission from their immediate supervisor except during their duty free lunch.
- 8.1.4 If teachers need to leave during a staff meeting, they may obtain prior approval, from the site administrator or his/her designee, to leave for personal appointments (not to exceed 30 minutes) and school related business.
 - i. Time taken for personal appointments will be made up minute for minute.
 - ii. Time taken for school related business does not need to be made up.
- 8.1.5 TK teachers assigned to a half/split day class will provide three and one-third (3.3) hours of instructional time, including recess supervision, each day. They shall also provide assistance and instruction to other TK teachers at the school site (preferably a teacher with whom they share physical classroom space) for an additional two (2) hours daily.
 - i. Times for the classroom support shall be assigned by a site administrator and will not interfere with a teacher's (30) minute duty free lunch.
 - ii. TK teachers shall not be provided weekly prep from roving teachers as noted 8.3.2, or on early release days as noted in 8.3.4, as they have daily prep built into their schedules. As such, the schedule for TK does not change on Wednesdays.
 - iii. On monthly Professional Development Days a substitute teacher will be provided to the PM teacher so that they can attend the training from the district. AM teachers shall attend these PDs after their 2 hours of assistance has been completed. Should a substitute teacher not be available for the PM teacher, the teacher shall not be required to attend the Professional Development session. Should this be a consistent issue, the AM and PM teachers can alternate coverage to allow the PM teacher to attend the PD.
 - iv. TK teachers will maintain the same schedule during minimum days, including teacher conference week, however they will not be required to fulfill the additional two (2) hours of support to allow them to hold parent conferences or have preparation time commensurate with other elementary teachers.

8.2. Leaving at the End of the Student Day

- 8.2.1 Upon completion of all professional responsibilities that require their presence on campus, teachers may leave at the end of the student day.
- 8.2.2 Staff may leave at the end of the student day on districtwide minimum days preceding holidays.
- 8.2.3 Year-Round staff that is tracking on and off is excluded from all meetings on those days.
- 8.2.4 Staff member will be allowed to leave at the end of the student day when required to return for back-to-school night, open house, evening parent conferences and commencement.

8.3. Preparation Period

- 8.3.1 Secondary classroom teachers shall have a contractually allotted planning preparation period within the seven and one-half (7.5) hours workday equivalent to the length of the instructional period.

- 8.3.2 Elementary classroom teachers shall be allocated 45 consecutive minutes per day within the seven and one-half (7.5) hours workday for the purposes of preparation.
- 8.3.2.1 During the school year general education elementary teachers shall have preparation time when a credentialed support staff is assigned to the class. The prep shall be 45 minutes in length and shall occur once per week in weeks consisting of five (5) days. This prep will be covered by a roving teacher.
- 8.3.2.2 During the school year special education elementary teachers in mild to moderate settings shall be allowed to mainstream their students for one additional prep period per week during the regular student day. The prep shall be 45 minutes in length, shall only occur in weeks consisting of five (5) days, and shall be during a regularly scheduled time each week as approved by the site principal.
- 8.3.3 Preparation periods at the elementary level and the secondary level may be used for a reasonable number of meetings. Teachers will be required to attend up to 2 meetings per week, plus one additional meeting per month. These meetings are not allowed to extend beyond the workday with the exception being the one additional meeting per month. No meetings shall be held after the student day on Fridays. For the sake of this Article, meetings refer to all professional development, staff and faculty meetings, and collaborations.
- 8.3.4 In schools with weekly early release days, one Wednesday per month will be designated for individual teacher preparation. In those months with four (4) or more Wednesdays scheduled as students' days, a second Wednesday will be designated for individual teacher preparation.

8.4. Itinerant Teachers

- 8.4.1 Classroom teachers who travel from one school to another on a regular basis shall have the same rights to a planning preparation period and lunch breaks as do other teachers. Employees whose duties consist of classroom teaching and counseling shall receive preparation time in the same proportion that their teaching equates to a full-time teaching assignment.

8.5. Adjunct Duties K-6

- 8.5.1 Members of the K-6 bargaining unit are responsible for other assigned professional duties, in or out of the seven and one-half (7.5) hour work day, which are limited to parent conferences, student supervision, District and school committees, Back-to-School night and Open House.
- i. SUPERVISION OF STUDENTS: Student supervision after the end of the contractual day shall be limited to: A. Bus Supervision, B. Detention Supervision, C. Clubs
 - ii. DISTRICT AND SCHOOL COMMITTEES shall include the following: A. Wellness and Prevention, B. Visual and Performing Arts, C. Writing, D. GATE, E. District Technology Task Force, F. District Curriculum Meeting, G. School Site Council
- 8.5.2 The District will be reasonable and equitable in the assignment of adjunct duties at each site. Every attempt will be made to fill committees which may meet after 3:00 p.m. with volunteers. Members will be notified 24 hours prior to volunteering of possible late meetings beginning after 3:00 p.m.
- 8.5.3 Any activity which occurs after the workday for which no stipend is paid, and which is not an adjunct duty, shall be on a voluntary basis. This does not exempt teachers from the meetings discussed in Section 8.3.3 of this article.

8.6. Adjunct Duties 7-12

- 8.6.1 Members of the 7-12 bargaining unit are responsible for other assigned professional duties in and out of the seven and one-half (7.5) hour work day which are limited to parent conferences, bus supervision, student supervision (e.g.: nutrition supervision), back to school night and open house. The district will be reasonable and equitable in terms of adjunct duties at each school site. Every attempt will be made to fill committees, which may be meeting after 3:00 p.m. with volunteers. Members will be notified 24 hours prior to volunteering of possible late meetings beginning after 3:00 p.m.
- 8.6.2 In addition to the adjunct duties for 7-12, each member of the bargaining unit will be responsible for banking ten (10) additional hours of adjunct duties during the contract year in the following areas: A. Supervision of athletic events, B. Dance supervision, C. Supervision of performing arts events, D. Supervision of field trips (weekends), E. Committees, F. Student mentor for PREP, G. Club advisors (non-stipend), H. Judging at History Day.
- i. Item G from the adjunct duty list shall be assigned reasonably and equitably by the site principal (or a designee of his/her choosing)
- 8.6.3 In accordance with the clause for being reasonable and equitable in terms of adjunct duties, bargaining unit members will have a three (3) week window (starting the first day of each semester) to choose adjunct duties from items A-F which will serve as their ten (10) hours. A minimum of five (5) hours of adjunct duties for each member of the bargaining unit must come from items A-C.
- 8.6.4 Unit members cannot receive adjunct credit for any hours during the contract day nor any hours for which they receive monetary compensation.

ARTICLE 9
CLASS SIZE

9.1. Numbers

- 9.1.1 The district will make a good faith effort to maintain an average class size of twenty-four (24) in grades K-3, 30 in grades 4-6, and thirty-two (32) per teaching period in grades seven (7) through twelve (12) except in music, P.E., and any special instructional program instituted by a teacher with principal and school board approval.
- 9.1.2 Exceptions may be made for the assignment of migrants. These exceptions shall not exceed six (6) consecutive weeks or a total of twelve (12) weeks during any school year.
- 9.1.3 The district will make a good faith effort to limit the number of part-time, mainstreamed SDC and Autism students in an elementary setting to be 3 or fewer at any given time in a general education classroom.
- 9.1.4 The district will make a good faith effort to maintain an average class size for Special Education (SDC, Autism) in accordance law and Education Code.

9.2. Enrollment Committee

- 9.2.1 There shall be an enrollment committee at each school site consisting of at least two (2) teachers and one (1) administrator to review leveling of class size.
- 9.3.2 Committees for reviewing class sizes in grades TK-3 shall be reestablished should there be a change to the LCCF's class-size reduction limits for those grades.

- 9.2.3 All site committees shall meet at the end of the second week of school to address class sizes for grades 4-12. This process shall take place again if there is a change to the master schedule during the school year.
- 9.2.4 Three weeks after the beginning of the school year, teacher representatives from each school site will meet with the Assistant Superintendent of Human Resources to address district wide leveling concerns and to work together to level class sizes across the district. This process shall take place again if there is a change to the master schedule during the school year.
- 9.3.5 When other enrollment issues are brought to the attention of a committee member, the committee shall meet.

ARTICLE 10
LEAVES

10.1. Personal Illness and Injury Leave

- 10.1.1 Full-time unit members shall be entitled to ten (10) days per year for leave with full pay for purposes of illness or injury for self or child. Unit members who work less than full-time shall be entitled to that portion of the day's leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- i. If a unit member does not utilize the full amount of leave as authorized in paragraph 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
 - ii. A unit member who is absent shall have deducted from the accumulated leave corresponding time based upon the length of the workday.
- 10.1.2 A unit member shall contact the Substitute Placement Service as provided by the District, as soon as the need to be absent is known, but in no event less than ninety (90) minutes prior to the start of the workday to permit the Substitute Placement Service time to secure a substitute. The unit member shall assume total responsibility for obtaining his/her substitute from the Substitute Placement Service. The District shall only become involved in this procedure if it appears the unit member failed to notify the Substitute Placement Service of the need for a substitute teacher and no substitute shows for duty at the school; or if both the unit member and the substitute report to the school site for work.
- 10.1.3 If a substitute teacher and a unit member both arrive for work the unit member will remain on duty. In either instance, the substitute teacher's daily rate of pay will be deducted from the unit member's per diem salary upon verification by the District that said unit member did, in fact, fail to call the Substitute Placement Service.
- 10.1.4 If a unit member becomes ill during the workday, he/she would be allowed to leave campus by contacting the principal or his/her designee.
- 10.1.5 Within 5 business days of returning to work, employees must initiate an electronic leave form. Failure to submit within the prescribed time will be considered leave without pay.
- 10.1.6 Any unit member whose absences are such that abuse of sick leave would be suspect, shall, at the District's discretion, be subject to the following progressive steps of discipline:
- i. A meeting will be held with the employee and his/her representative, if requested, and his/her immediate supervisor. The purpose of this meeting would be to review the absentee record and to agree upon procedures to be followed in order to resolve the problems.
 - ii. If the employee's record of absences indicates that abuse of sick leave has not improved since the initial meeting, the District may, at its discretion, request that all future absences be verified, in writing, by the attending physician. Failure to provide such verification will result in an unpaid absence.
- 10.1.7 Throughout the above outlined progressive steps of discipline, every good faith effort will be made by the District in order to resolve the absenteeism problem.

10.2. Personal Necessity Leave

- 10.2.1 Leave which is credited under paragraph "1" of Personal Illness and Injury Leave may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
- 10.2.2 For purposes of this provision personal necessity shall be limited to: (1) death or serious illness of a member of the unit member's immediate family (mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the employee, or any relative living in the immediate household of the employee, sole survivor, foster parents, or any other person who reared the employee in lieu of the parents); (2) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (3) medical or dental appointment for employee or immediate family member of the employee. (4) appearance in court or before any administrative tribunal as a litigant; (5) child adoption; (6) other personal and compelling necessities which are serious in nature requiring the attention of the member during assigned hours of service and such that the member cannot reasonably be expected to disregard; Such necessities shall include:
- a. Business transactions;
 - b. Education - registration for courses and/or special examinations;
 - c. Religious holidays;
 - d. Family matters;
 - e. Death or serious illness not included in (1) above; and
 - f. Other personal and compelling concerns. (The unit member shall be required to specify to the District the reasons for the use of any Personal Necessity Leave under "f").
- 10.2.3 Before the utilization of personal necessity leave a unit member must obtain prior written approval (24 hours) from the District Superintendent, or his/her designee, except for cases of (1) and (2) in 10.2.2 above. In the case of (3) in 10.2.2, the employee shall provide 24 hours notification to the District Superintendent, or his/her designee, unless the appointment is due to an immediate injury or illness, in which case it would fall under leave granted in Article 10.1. Prior approval for leave under 10.2.3 would be required if the appointment would occur during a staff meeting or professional development day unless the appointment is due to an immediate injury or illness, as noted under 10.1. Should the circumstances outlined in (1) and (2) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a Substitute.
- 10.2.4 Under all circumstances a unit member shall complete the appropriate district absence form upon return to work stating the personal necessity leave was used only for purposes as set forth in 10.2.2.
- 10.2.5 Personal necessity leave will not be granted for purposes of:
- A. Personal convenience or routine personal activities;
 - B. Vacation, holiday, recreation, or social activities; and
 - C. Any concerted activity.
- 10.2.6 Seven (7) of the above personal necessity days may be used as professional courtesy days. These days may not be used on SIP Days or minimum days and are not cumulative. The unit

member must obtain 24-hour advanced approval from his/her immediate supervisor. Unit members shall not be required to provide a reason for the absence for professional courtesy. No more than two days may be used consecutively for professional courtesy leave.

10.3 Extended Illness Leave

10.3.1 After all earned leave as set forth in 10.1.1 is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months, provided that the provisions of 10.1.2 are met. The rate of pay shall be the difference between the unit member's regular pay and that of a substitute actually hired. In the event that a substitute were not hired, the District will deduct the established daily rate of pay for a substitute from the member's daily rate of pay.

10.4. Industrial Accident Leave

10.4.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for worker's compensation benefits.

10.4.2 Such leave shall not exceed sixty (60) noncumulative days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

10.4.3 The District has the right to have the unit member examined by a physician, from a list of three physicians selected by the District, at District expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

10.4.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

10.4.5 If the unit member fails to endorse to the District any wage loss disability, indemnity check received due to the individual accident or illness as provided on the preceding page, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

10.5. Bereavement Leave

10.5.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary or deduction of sick leave because of the death of any of his/her immediate family for an initial grieving period and to prepare for/attend a funeral, religious ceremony, and any other post-death matters. Bereavement leave shall not be used for vacation, holiday, or recreation.

10.5.2 "Immediate Family" means the mother, father, grandmother, grandfather, conservator, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the employee, or any relative living in the immediate household of the employee, sole survivor, foster parents, or any other person who reared the employee in lieu of the parents.

10.5.3 Leave days that are not taken consecutively after the initial day off require 24 hours notification to employee's supervisor. Bereavement leave used after 30 days from the date of death of an immediate family member the employee must provide evidence (ie. flier, program, written statement, etc.) of the post death matter. Leave must be used within one year of the date of death of the immediate family member.

10.5.4 Should an employee desire to take more than the (5) days allotted for additional grieving or other needs related to the death, they can request leave as outlined in 10.2 Personal Necessity Leave.

10.6. Pregnancy Disability Leave

10.6.1 Unit members are entitled to use sick leave as set forth in 10.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. 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 the unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician, selected from a list of three physicians provided by the District.

10.6.2 Upon request by the District, a unit member shall be required to present a medical doctor's certificate verifying the disability and/or a medical authorization to return to work. Prior to taking Maternity Leave pursuant to Education code 44977.5, the employee must exhaust all accrued personal injury and illness leave, as well as all compensated time earned.

10.7. Paternity Leave

10.7.1 Prior to taking Paternity Leave pursuant to Education code 44977.5, the employee must exhaust all accrued personal injury and illness leave, as well as all compensated time earned.

10.8. Jury Leave

10.8.1 A unit member shall be entitled to paid leave when he/she appears for jury duty. The teacher will report to work if he/she is on-call to a court within one hour from his/her school site. If a teacher is on-call to a court more than one hour from his/her school site, he/she shall consult with his/her site principal to determine whether to report to work or not.

10.8.2 If a teacher chooses to stay home and is not called to appear and his/her school site is less than one-hour from court, he/she will lose one day of sick leave. If, with agreement of the site principal, a teacher more than one hour from court does not report for duty, he/she will be considered on jury duty leave.

10.8.3 The employee shall submit the jury fee to the District less any expense incurred for meals. Receipts for meals shall be attached to court documents.

10.9. Legal Leave

10.9.1 The District will grant a paid leave (no sick leave will be deducted) to employees under subpoena to appear as a witness in court other than as a litigant.

10.10. Unpaid Leave

10.10.1 Any unit member who has attained permanent status within the District may, at the discretion of the Board of Trustees, be granted a leave of absence without pay and fringe benefits. Such unpaid leaves, if granted, shall not be for less than one semester, nor for more than one school year. The Board of Trustees may grant an unpaid leave for the following reasons:

A. Health of the employee;

- B. Advanced academic study leading to a degree and/or credential;
 - C. Personal and/or family problems; or
 - D. Childcare following pregnancy leave.
- 10.10.2 A member while on unpaid leave shall not accrue illness or injury leave and shall not be entitled to any other leave of absence.
- 10.10.3 After the leave, a unit member will be reinstated in the same or a similar position for which the member is properly credentialed, if available, unless the member agrees to accept a different assignment.
- 10.10.4 A unit member on unpaid leave shall have the right to continue to participate in the District fringe benefit program as long as the unit member pays the premium according to the District's contracted payment schedule, and the carrier agrees to provide coverage.
- 10.10.5 Any unit member granted an unpaid leave under the reasons enumerated in 10.10.1, sections A, C or D shall not be granted salary advancement for any units earned during the term of their unpaid leave, unless coursework began prior to submission of the unpaid leave request or approval is granted by the District.

10.11. Sabbatical Leave

- 10.11.1 Eligibility: Any permanent certificated employee of the school district under the age of fifty-two (52) who has rendered at least seven (7) years of service to the District shall be eligible to apply for sabbatical leave for a period of one (1) year.
- 10.11.2 Purpose: Sabbatical leaves may be granted for professional study and/or related experience
- i. Applicants who apply for professional leave under this section shall agree to undertake a course of study subject to the approval of the college or university of attendance.
 - ii. The applicant shall submit evidence that the proposed professional study and related experience shall be designed to enlarge the applicant's facility in teaching techniques, to broaden experience in special fields, or to do research.
- 10.11.3 Procedures: The District shall establish procedures for application and selection. Members desiring to be considered for a sabbatical leave shall apply by January 15th of the school year prior to the year for which the leave is requested.
- 10.11.4 Compensation: The applicant who has been granted a sabbatical leave for one (1) year will receive fifty (50) percent of his/her certificated salary for the period of time on the sabbatical leave. An applicant who has been granted one semester's leave will receive fifty (50) percent of his/her certificated salary for the period of time of the sabbatical leave. Salary for sabbatical leave shall be paid in the same manner as if the employee were rendering service to the District. Members on sabbatical leave are eligible for one hundred (100) percent of the District provided health and welfare benefit allocation.
- 10.11.5 Step Advancement: A teacher returning from sabbatical leave will receive the same step advancement in salary he/she would have received had he/she remained in active service. A member while on sabbatical leave shall not accrue illness or injury leave and shall not be entitled to any other leave of absence concurrently.
- 10.11.6 Bond: The teacher must file with the Board of Trustees a suitable bond indemnifying the school district for any salary paid the employee during the period of sabbatical leave in the event said employee fails to do the following:

- i. To return and to render two (2) full years of service in this District following the termination of the sabbatical leave;
- ii. To carry out the program of study or the itinerary of the trip; and
- iii. To complete the requirements of the written report as outlined in his/her sabbatical application as approved by the Superintendent.

10.11.7 Return to Position: At the expiration of the leave of absence the employee shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the sabbatical leave or in a position within the scope of his/her certification.

10.11.8 Completion of Requirements: Not later than six (6) weeks after he/she returns to service, each member returning from sabbatical leave shall submit in writing to the Superintendent three (3) copies of a detailed evaluation of the member's activities while on leave, showing evidence that he/she has met the objectives stated in the application. A member shall not be considered as having completed the requirements of the sabbatical leave until the report has been approved by the Superintendent.

10.12. Association Leave

10.12.1 Any member of PAT who is elected to the State Council of the California Teachers' Association shall be granted four (4) days leave to attend meetings of that Council.

10.12.2 Four (4) other days will be available to PAT to attend functions covering issues that affect the quality of education for students in our District and/or State. Requests for use of these days will be made by the PAT Executive Board (or their designee) and will be approved by the Superintendent.

10.12.3 Prior notification to the Superintendent shall be required. This notification shall be given no later than five (5) days prior to the leave. This leave shall be non-cumulative and the Association shall reimburse the District for the cost of the employee's substitute.

10.13. Family Rights Act and the Family and Medical Leave Act

10.13.1 Prior to taking Family Medical Leave pursuant to Education code 44977.5, the employee must exhaust all accrued personal injury and illness leave, as well as all compensated time earned.

10.14. Catastrophic Leave

10.14.1 Overview:

- a. A Catastrophic Leave Program may be available to an employee when they, or a member of their immediate family, suffers from a catastrophic illness or injury after they have exhausted all other leave entitlements.
- b. This program must be compliant with Education Code 44043.5.

10.14.2 Definitions:

- a. Catastrophic Illness or Injury: An illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and such incapacity requires the employee to take time off from work for an extended period of time for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. *See EdCode 44043.5(a)(1)*.
- b. Employee: For the purpose of this article an employee is defined the same as under "Article 1: Recognition" of this collective bargaining agreement and shall not be extended to those in positions outside of this definition (i.e. classified staff, management, etc).
- c. Immediate Family Member: For purposes of this policy, an immediate family member is defined under 10.2.2 of this collective bargaining agreement.

- d. Leave Eligible for Donation: Eligible leave is earned sick leave accrued by the donating employee and not compensation time. *See EdCode 4403.5(a)(2).*
- e. Donation of Days: Employees may donate a minimum of eight hours, and in hour increments thereafter. *See EdCode 44043.5(c).*

10.14.3 Application for Leave:

- a. The employee who is suffering from a catastrophic illness or injury shall submit a [Request for Catastrophic Leave Form](#) to the Assistant Superintendent of Human Resources for up to twenty (20) days per request. The employee must have exhausted all entitlement to paid leave to be eligible for leave donations. Verification of the nature of the injury/illness, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request.
- b. An employee whose family member is suffering from a catastrophic illness or injury shall submit a Request for Catastrophic Leave Form to the Assistant Superintendent of Human Resources for up to twenty (20) days per request. Verification of the nature of the injury/illness, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request.

10.14.4 Leave Request Approval Process

- a. Once a Catastrophic Leave Request is received it will be presented at the next communications meeting between PAT and the District.
- b. Four (4) persons will be designated as a voting panel during this meeting consisting of two (2) PAT representatives and two (2) district representatives. Voting members will be selected at the meeting by each prospective group.
- c. These individuals will review the request, discuss the facts presented, and vote to make a determination of whether the request meets the requirements as defined in the Education Code. Passage will require a majority vote (3 votes) in favor of the Catastrophic Leave Request. A Human Resources representative will notify the employee of the decision of the panel.
- d. If the panel votes in favor of the request it shall be submitted to the Board of Trustees for final approval.
- e. Upon approval by the Board, the District Human Resources department, in conjunction with the Payroll department, will administer the distribution of the donated sick leave from the district pool leave credits for this purpose to the employee.

10.14.5 Additional Donation Requests:

- a. The Patterson Association of Teachers President, or his/her designee, will be given an update on the amount of hours in the district pool after the board has approved the request. Note this can occur at any time upon request of the association President.
- b. The President can send a written notification seeking leave donations, via email or District mail, to members of the Association should they wish. They must do this if the district pool does not have enough hours to cover the approved request.
- c. Sick leave donations shall be made on a form developed by the District which can be attached to the President's request to their members.
- d. The leave donations must be submitted to the Assistant Superintendent of Human Resources who will ensure all donations are confidential.

10.14.6 Additional Leave Requests:

- a. At the end of the 20-day period, the employee may apply for up to 20 days of additional leave credits. This request can be made prior to the expiration of leave, but must be approved via the process noted herein.
- b. If approved donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

10.14.7 Employees who donate or receive leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Trustees, and employees harmless with respect to the Catastrophic Leave Program.

10.14.8 Unused leave that is donated to the Catastrophic Leave pool shall carry over to future years.

10.15 COVID Leave

10.15.1 Members shall be entitled to 5 COVID Leave days for mandated quarantines that stem from workplace exposures. In order to be eligible for this leave, the following conditions must be met:

- Employee is deemed to be a close contact via contract tracing
- Employee meets the CDC definition of fully vaccinated at the time of exposure
- Quarantine is mandated by the CDPH or Cal OSHA

10.15.2 These days are in addition to the leave provided by the district in Article 10.1.

10.15.3 This leave will be included in any supplemental leave granted by state or federal legislation. (i.e. it will not be in addition to government leave, but will continue through the end of the school year should other leave expire before then.)

10.15.4 This article sunsets at the end of the 2022-23 school year. These leave days do not carry over after the school year ends.

ARTICLE 11
DISCIPLINE/SUSPENSION

11.1. Recognition

11.1.1 The association recognizes that the District has the right and responsibility to take appropriate disciplinary action against a unit member on the grounds of unprofessional conduct or violation of or refusal to obey reasonable regulations prescribed in Education Code or by the State Board of Education or by the Governing Board of the District or by Administrative Rules or by the requirements of the negotiated agreement.

11.1.2 In exercising this responsibility, the District agrees to use progressive discipline and correction except where the nature of the offense or the possible consequences of repetition reasonably requires more severe immediate action by the District. In all instances the severity of the punishment must relate to the severity of the offense and discipline shall be for cause and members of the unit shall be provided the protection of procedural due process.

11.2. Progressive discipline

11.2.1 Verbal or Written Warnings. Verbal or written warning may be used when the District believes that it may prevent or correct a behavior and the offense. If any does not warrant a record of the event being placed in the unit member's personnel file, written warnings shall not be placed in the unit member's personnel file nor shall they be subject to appeal unless and until a written reprimand is issued for the same or similar actions. [These warnings, at a later time, may be attached to a formal written reprimand and entered in to the personnel file].

11.2.1 Written Reprimand. Written reprimands may only be used under the following circumstances:

- i. When a unit member repeats an offense after having previously received a written warning about similar actions.
- ii. When the nature of the offense and the possible consequences of repetition justify the need for a permanent record of the event being placed in the unit member's personnel file.

11.2.3 Suspension. Suspension may only be used under the following circumstances:

- i. When a unit member repeats an offense after having previously received a written reprimand about similar actions.
- ii. When the nature of the offense and the possible consequences of repetition are so severe as to justify the suspension. No unit member shall be suspended for more than ten (10) working days without pay during a school year unless the nature of the offense and the possible consequences of repetition would endanger students and/or staff. Additional days of suspension beyond ten (10) must be approved by the School Board.

ARTICLE 12
GRIEVANCE PROCEDURE

12.1. Definitions

- 12.1.1 Grievance: A formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Agreement
- 12.1.2 Grievant: A district employee in the unit covered by this Agreement or the Association.
- 12.1.3 Immediate Administrator: An immediate administrator is the administrator having immediate jurisdiction over the employee who is filing the grievance.
- 12.1.4 Day: A day is any day which the students are required to be in attendance. If a grievance is in progress when school is dismissed for summer vacation, all time lines in the grievance procedure will be met and day shall be defined as Monday through Friday (holidays excepted). This shall be the only exception to the definition of day.

12.2. Grievance Steps

- 12.2.1 The Association may initiate a grievance at level one or two.
- 12.2.1 Step 1 - Immediate Administrator: If a problem is not settled during informal discussions and the employee wishes to pursue the matter, the employee shall file a grievance in writing to the immediate administrator. This presentation shall be within a reasonable time: but not to exceed thirty (30) days after the grievant knew or by reasonable diligence should have known of the act or condition upon which the grievance is based. The written information shall include: (a) names, dates, and places necessary for a complete understanding of the grievance; (b) a listing of the provisions of this agreement which are alleged to have been violated; (c) a listing of specific actions requested by the public school employer which will remedy the grievance. Within ten (10) days of receipt of the grievance the immediate administrator shall respond in writing to the grievance.
- 12.2.2 Step 2- Superintendent: If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievance shall be transmitted to the Superintendent or the Superintendent's designee within ten (10) days. Within five (5) days from the receipt of the grievance the Superintendent or designee shall meet with the grievant on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the employee organization and to the grievant.
- 12.2.3 Step 3 - Board of Trustees: If the Superintendent's response is not satisfactory to the grievant in Step 2, the grievance shall be transmitted to the Board of Trustees within ten (10) days. At the next regularly scheduled board meeting the Board shall conduct a hearing in Closed Session, unless the grievant desires to have the hearing in Open Session. Within twenty (20) days after the hearing the Board shall render a decision and furnish a copy to the employee organization and grievant.
- 12.2.4 Step 4 – Arbitration: If the Board of Trustees' response is not satisfactory to the grievant in Step 3, the grievant may submit a written request for arbitration to the Superintendent. No grievant may proceed to Step 4 without the consent of the Association. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after the receipt of the Board of Trustees' decision. If the Board of Trustees fails to render a decision, within twenty (20) days of the Board of Trustees' receipt of the appeal or any amendment thereof the grievance is resolved in favor of the grievant.

12.2.5 Only issues which were processed and handled in accordance with the grievance procedure of this Article 12 are subject to arbitration.

12.3. Arbitration Timelines and Notes

12.3.1 Within ten (10) days of receipt of the request for arbitration, the Superintendent shall request the California State Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances in the public sector. Within five (5) days after receipt of the list of names, the Association and the Superintendent or the Superintendent's designee shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. In the event the Association does not appear for the striking process within the allotted five (5) days, the grievance is deemed to be resolved.

12.3.2 Within seven (7) days of the selection of the arbitrator, the Superintendent or the Superintendent's designee and the grievant shall attempt to agree upon the issue or issues to be submitted to the arbitrator and this agreement shall be reduced to writing. If they are unable to agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each Step.

12.3.3 In the event there is a dispute between the District and the grievant as to the arbitrability of any issue or issues the question of arbitrability shall be determined prior to a resolution of the substantive issue or issues. That determination shall be made by an arbitrator who will resolve the issue of arbitrability and who shall not be the same arbitrator who hears and resolves the substantive issues of the grievance unless the parties to the grievance mutually agree after the determination of arbitrability that the same arbitrator shall hear and resolve the substantive issues. The selection of a second arbitrator to hear the substantive issue or issues shall be postponed until after the determination of arbitrability and shall be made in accordance with the above procedures unless the parties agree to have the arbitrator who made the determination regarding arbitrability also hear the substantive issues.

12.3.4 In the event the issue or issues are determined to be arbitrable the grievance shall be referred to the Superintendent or the Superintendent's designee for reconsideration of the decision in accordance with the provision of Step 3, prior to the selection of a second arbitrator.

12.3.5 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, except release time provided for the grievant and his/her representative, shall be borne by the parties incurring them.

12.3.6 The arbitrator shall afford the District and the grievant a reasonable opportunity to present evidence, witnesses and arguments. The arbitrator shall render a written decision on the issue or issues submitted to the arbitrator as soon as possible after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final statements.

12.3.7 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions he/she expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law, or in

violation of this Agreement or that involves the exercise of discretion by the District under the provisions of this Agreement or applicable law. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

- 12.3.8 The decision of the arbitrator within the limits prescribed shall be final and binding upon the parties to the dispute.
- 12.3.9 Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either party shall be borne by the party requesting same.
- 12.3.10 A reasonable number of relevant employee witnesses shall be provided release time without loss of pay for the purpose of testifying at the arbitration hearing provided all such employee witnesses shall be allowed to be placed on an on call status and required to attend the arbitration hearing for only so long as his/her testimony is taken. The cost of any substitute employee to fill the position during the employee's absence for this purpose shall be paid by the party requesting the presence of the witness.
- 12.3.11 By filing a grievance and processing it beyond Step 3, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

12.4. Miscellaneous Provisions

- 12.4.1 Settlement at Lowest Level: Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The employer and the exclusive representative or employee organization agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements rise among people in any work situation the filing of a grievance shall not be construed as reflecting unfavorable upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
- 12.4.2 Grievance File: All records of the proceedings shall be retained in a special grievance file maintained by the personnel department. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and shall be considered confidential.
- 12.4.3 Released Time: A reasonable amount of time will be allowed for the processing of grievances at times which will not interfere with the regular duties of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required to

participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

- 12.4.4 Timely Action by Parties: When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the public school employer or its designee. Failure by the administration to adhere to decision deadlines (response time limits) constitutes the right to appeal automatically to the next step (higher level). Failure of the employee to adhere to the submission deadline (time limits) or follow sequential step procedures shall be deemed a termination of the grievance by the employee and waives any right to further appeal within this procedure. Nothing above prevents the parties from extending the time limits by mutual agreement.

ARTICLE 13
CALENDARED DAYS AND THE SCHOOL CALENDAR

13.1 Calendared Days

13.1.1 For each school year, contracted teacher workdays shall be 185 days and the student calendar 180 days, 4.25 will be Professional Development/Inservice Days, and .75 (six hours) will be Teacher Preparation Days. The Teacher Preparation time shall be prior to the first day with students.

13.1.2 For each school year, contracted counselor workdays shall be 193.

13.2 Substitution of Professional Develop Days

13.2.1 For 185-day employees, up to two non-student (Professional Development) days may be substituted by District approved Out of District or In-District Professional Development. The Assistant Superintendent of Educational Services must approve any substitutions no less than two-weeks prior to the workday being substituted. Submissions for approval must be given to the Assistant Superintendent of Educational Services no less than four-weeks prior to the workday being substituted.

13.2.2 In order for a substitution of days to be considered the approved training must be completed in its entirety. No substitution for partially completed trainings or workshops.

13.2.3 Days must be substituted within the same contract year.

13.2.4 The final determinate of whether the substitution will be approved or denied lies with the Assistant Superintendent of Educational Services.

13.2.5 In making this determination, the District will consider, but shall not be limited to, the need of the scheduled training for the requesting individual, the need of the proposed substituted training for the requesting individual, and the impact of the scheduled training on district and site-specific goals.

13.2.6 Verification of Professional Development attendance must be provided to the District upon completion of the training. Failure to provide the verification in a timely manner may result in nullification of the substitution of days.

13.3 School Calendar

13.3.1 The District and Association shall annually meet and confer regarding the school calendar(s) prior to submission to board for approval. This meeting between the District and Association shall be held at a communication meeting at least 2 weeks prior to submission to the board for approval.

ARTICLE 14
YEAR-ROUND EDUCATION CONTRACT LANGUAGE

14.1. Employee Work Year

14.1.1 Employees assigned to a year-round program shall have no less than the same number of work days as that of employees on a traditional schedule. The Year-Round Education Program shall be a 4-track program generally following a 60-student attendance days/20-student non-attendance day's schedule.

14.2 Hours of Employment

14.2.1 The student instructional day Year-Round Education Program shall be increased to account for track out days and ensure that the annual number of instructional minutes in the Year-Round Program falls within the parameters set forth in Article 10 of the present contract between the District and the Association.

14.3 Track-Out Days

14.3.1 Year-Round staff that is tracking off is excluded from all meetings on those days.

14.4 Track Assignment

14.4.1 The assignment of teachers' tracks will be done through a cooperative effort between staff and site administrators according to the following procedures:

14.4.2 The District will determine how many classes at each grade level will initially be on each track. The site administrator shall post a matrix of the Master Schedule, which indicates how many grade level/subject area classes are assigned to each track, and to which room they will be assigned.

14.4.3 Unit members shall submit track preferences in writing to the site administrator. These preferences will then be placed on the matrix accordingly. The criteria listed below will then be used, where applicable, at the track selection meeting in the order as follows:

- i. Special credentials (at K-8 grade levels)
- ii. Balance of new and experienced teachers (experienced teacher is defined as one or more years of curriculum experience at their current grade level.)
- iii. Spouses, if both are working in the Patterson Unified School District YRE site, shall be given consideration for placement on the same track, if desired.
- iv. Tenured teacher may move up or down one grade level (to ensure track choice). A tenured teacher may move more than one grade level if the teacher has experience in that grade in the last three years.

14.4.4 If a conflict still exists within any step in the criteria, track assignments shall be determined by District seniority. If District seniority is equal among two or more members; placement on the seniority list will be used for track selection. This process will take place during the track selection meeting.

14.4.5 YRE unit members who have children attending YRE schools shall be given priority for placing their children on a desired track. The District will make reasonable effort to place non-YRE unit member's child(ren) on the track of the non-YRE unit member's choice.

14.5 Year-Round Exchange Days

14.5.1 At any time that a unit member is “on-track”, unit members may voluntarily exchange up to ten days, (but not more than five consecutive) with an “off-track” unit member without loss of pay, benefits or sick leave.

14.5.2 Unit members shall notify the site administrator at least twenty-four (24) hours in advance for Personal Necessity or 72 hours for extended exchange days as to who will be replacing the unit member, the length of the exchange, and the dates when the unit member will pay back the exchange.

14.5.3 Unit members shall have the responsibility for arranging the exchanges with other unit members. Payback of the exchange is the responsibility of the unit member initiating the exchange.

14.5.4 Once the agreement has been made, the replacement teacher will lose a sick day if he/she becomes ill on the day of exchange.

14.6 Substitutes

14.6.1 Unit members who are off-track (intercession) at the time will be permitted to substitute for on-track teachers.

14.6.2 Off-track teachers may substitute for on-track teachers at the rate currently in effect for regular substitutes.

14.7 Rainbow Schedule/Support Staff

14.7.1 Year-round support staff, i.e.: Resource Specialist, Speech Therapist, etc may vary their work year in consultation with their supervisor.

14.8 Evaluation Cycle

14.8.1 Will remain consistent with Article 7.

14.8 Track Selection

14.8.1 Any and all openings which occur after the start of the school year will be advertised and filled on a temporary basis until the start of the following school year. At that time unit members shall submit track preferences, in writing, to the site administrator.

ARTICLE 15
NEW SCHOOL OPENING

- 15.1. All unit members are eligible to file a request for transfer as specified in Article 6 of this bargaining agreement. The district will post all positions determined to be open for the new school on the “Request for Transfer/Reassignment” form during February 1st to February 28th. No decision to fill a vacancy shall be made until after February 28th.
- 15.2. All unit members who meet the job specifications as announced and complete the “Request for Transfer/Reassignment” form, shall be considered for the position. A member who requests a transfer shall be given good faith consideration. Management’s transfer decision shall be based upon the factors listed in Article 6 and a balance of new and experienced teachers.
 - i. (experienced teacher is defined as tenured with one or more years of content area experience at their grade level.)
- 15.3. If a member is not granted a “Request for Transfer” a letter will be sent to the member stating why the member was not transferred.
- 15.4. If a member’s “Request for Transfer” is granted, the member will be notified in writing of the exact job position and track, if year-round.
- 15.5. Any unit member who accepts a position at a new school site may not request another transfer until the following school year.
- 15.6. Positions at the new school site shall be filled prior to vacancies at existing sites following the bargaining agreement’s transfer and year-round school language.
- 15.7. Any remaining open positions at the new school may be filled by involuntarily transfers or external postings. Any positions created after the beginning of the school calendar will refer to the bargaining agreement’s Transfer and Year-Round School Language.

ARTICLE 16
NEW BARGAINING UNIT MEMBER BASIC ORIENTATION INFORMATION

16.1. Overview

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

16.2. Scheduling Orientation

16.2.1 The District shall schedule any new bargaining unit member orientations for all newly hired bargaining unit members to take place during the new bargaining unit member's first year of service.

16.2.2 The District shall provide written notice of the date, time and location of all bargaining unit member orientation meetings, by certified or electronic mail, to the PAT president and vice president no later than ten (10) calendar days, unless there is an unforeseeable urgent need requiring a shorter notice period, in advance of the annual orientation meeting(s) or other orientation meetings that may occur throughout that year.

16.3. Association Time Provided

16.3.1 PAT shall be provided no less than sixty (60) minutes, inclusive of the lunch break period, of uninterrupted time to communicate with bargaining unit members at district lead new bargaining unit member orientation meetings. Such time will not be provided at the end of a meeting day unless PAT requests to be placed at the end of the agenda.

16.3.2 PAT is entitled to invite CTA endorsed vendors and CTA staff to the PAT portion of new bargaining unit member orientation meetings and will have access to District visual equipment for PAT presentations.

16.4. New Bargaining Unit Member Information

16.4.1 The following new bargaining unit member information shall be delivered to the PAT president in digital PDF format and hard copy, sorted by seniority date no later than 30 days after the date of hire.

1. Name
2. Home Address
3. Phone Numbers: work, home, cell
4. Personal Email Address
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full Time Equivalent (FTE) status

16.5 Bargaining Unit Member Information

16.5.1 In addition, every 120 days (or less frequently if requested by PAT) during every school year, the District shall deliver to the PAT president the following information in PDF format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers: work, home, cell
4. Personal Email Address
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full Time Equivalent (FTE) status

16.6 Dispute Resolution

16.6.1 Violations of this article shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between parties.

ARTICLE 17
EARLY RETIREMENT SERVICE CONTRACTS

17.1. Overview

17.1.1 A member may retire from the District and enter into an independent contractual arrangement with the District whereby he/she is to perform certain services that assist the district.

17.2 Eligibility

17.2.1 Certificated employees which retire prior to turning 65 may enter into a contract to perform duties to the district if they meet the following requirements:

- i. Have been employed by the District continuously for at least ten (10) years.
- ii. Have reached the age of fifty-five (55) prior to the beginning of the next work year.

17.3 Contract

17.3.1 Employees who meet the eligibility may work for the District on an independent contractual agreement to the age of sixty-five (65).

17.3.2 This contract can be entered into annually but must conform to STRS regulations. It is the employee's responsibility to ensure that this work does not impact their STRS retirement.

17.3.3 The fee for services shall be 50 percent greater than the standard daily substitute rate
Scheduling of days will be based on district need.

17.3.4 The retiree must enter into a contract by contacting The Assistant Superintendent of Human Resources before work can begin.

17.4 Contract Services Provided

17.4.1 The District shall allow retirees under this provision to serve as substitute teachers.

17.4.2 Additional functions to be performed may include research, consultation and advice upon curricular, financial and in-service matters for improvement of the educational program, assistance with student assessments, or other educational services as required by the District, provided that the person has training and experience to perform the functions and is approved by the Assistant Superintendent of Education Services to perform these tasks.

ARTICLE 18
SALARIES AND COMPENSATION

18.1. Salaries

18.1.1 The salary schedule for the 2022-23 school year shall reflect a five (5) percent increase to the 2021-22 salary schedule, effective July 1, 2022.

18.2. Initial Placement of Teachers on the Salary Schedule

18.2.1 All teachers entering the District for the first time shall be given year for year increment credit based upon District approved public school teaching experience.

18.2.2 Generally, placement on the salary schedule is based upon semester and/or converted quarter units received after the date of receiving a Bachelor's degree and verified by the receipt of official transcripts.

18.2.3 For purposes of initial salary schedule placement only, any employee hired after July 1, 1989, shall be eligible to receive differential credit for up to fifteen (15) units of upper division course work which was earned concurrently with the attainment of a Bachelor's degree.

18.3. Additional College Units for Advancement on the Salary Schedule

18.3.1 Advancement on the salary schedule will be granted upon satisfactory completion of courses (e.g. grade "C" or better, or a "P" in pass/fail courses) which meet one or more of the following:

- i. the requirements for a California Teaching Credential;
- ii. provide knowledge and skills for improved teaching at a teacher's grade level or subject area;
- iii. assist in meeting goals as specifically stated in the District's Strategic Plan.

18.3.2 For up to four (4) units per year, approval for college credits may be obtained up to thirty (30) days after any teacher officially registers in a given course. For all units above four (4), or hours to be applied to the salary schedule, approval shall be obtained from the Superintendent or his/her designee before any teacher officially registers in a given course.

18.3.3 For advancement on the salary schedule for any given school year the member must have satisfactorily completed, and recorded, the necessary units with the District on or before June 30th of the preceding school year to receive salary advancement beginning July of the next school year. Unofficial transcripts will be accepted, provided that official transcripts are submitted no later than November 1st.

18.3.4 Advancement on the salary schedule for course work completed after July 1st and prior to October 31st, will be prorated to the next payroll period in the month after it is received so long as official transcripts are received no later than November 1st.

18.3.5 Credits for the PJUSD-approved teacher Induction Program (for Clear Credential) do not require approval prior to the start of the program. Teachers can submit a request for approval prior to the completion of each induction year.

18.4. Additional Methods for Advancement on the Salary Schedule

18.4.1 Acceptable methods can include:

- A. Conferences/Workshops
- B. Classes offered through a County Office of Education
- C. Classes offered through Patterson Joint Unified School District

- 18.4.2 In order for employee to receive credit towards the salary schedule, the employee must pay registration cost and cost for units (if units are offered).
- 18.4.3 This article does not apply to District sponsored staff development during the employee's regular scheduled workday.
- 18.4.4 Acceptable methods for advancements must meet the needs of the teacher and the District.
- 18.4.5 Guidelines:
- i. Activities must occur outside of working hours unless prior approval is granted by the Assistant Superintendent of Education Services.
 - ii. Approval must be obtained from the district prior to starting date of the acceptable method.
 - iii. An objective must be written on the Course Approval Form indicating how participation in the acceptable method will enhance the professional growth of the teacher.
 - iv. Verification of participation must be presented to the district before salary credit can be allocated.
 - v. Approval for these units shall follow the same procedures outlined in 18.3 "Additional Units for Advancement on the Salary Schedule". Fifteen approved hours equals one unit.

18.5. Longevity

18.5.1 Teachers who are on the last column and last step of the salary schedule will receive the following longevity step:

- i. 17th year of service: 2.5% over step 14
- ii. 20th year of service: 2.5% over step 17
- iii. 24th year of service: 5% over step 20
- iv. 28th year of service: 5% over step 24
- v. 32nd year of service: 5% over step 28

18.6. Accruing Comp Time via Substituting on Preparation Periods

18.6.1 Teachers may substitute during their preparation period and receive either compensation time or monetary compensation. The monetary compensation will be at the Stanislaus County Substitute Rate prorated for time worked. Compensation time may be accumulated and can be used in one (1) period/equivalent increments, not to exceed two (2) consecutive days. Prep period will not be docked. If more than two days are needed due to extenuating circumstances, approval must be given by the site administrator unless otherwise mutually agreed arrangements have been made.

18.6.2 Comp time off, as with Personal Necessity, requires a 24-hour notice and approval by the site administrator unless otherwise mutually agreed arrangements have been made. For purposes of illness of self or immediate family members, or unforeseen accident involving employee's person, property, or that of an immediate family member, comp time off does not require a 24-hour notice and approval by the site administrator. In cases where 24-hour notice and approval was not applicable, the unit member shall complete the appropriate district absence form upon return to work.

18.6.3 Except in case of an emergency, as determined by the site administrator, unit members shall not be required to substitute during their preparation period. A sub emergency will be declared by the site principal or designee when there are one or more classes which do not have a sub. This will only occur when the administration has:

- i. Utilized substitutes
- ii. Asked for volunteers
- iii. Utilized appropriate certificated staff
- iv. Utilized available administrative staff

18.6.4 At least one administrator must remain available to be in charge of the school for emergencies. A rotating list of teachers, based upon reverse seniority, will be utilized.

18.7 Accruing Comp Time via Dispersal of Elementary Students

18.7.1 Elementary teachers who are required to cover classes caused by dispersing students throughout the grade level due to a teacher absence unfilled by a substitute will receive compensation time. In the event that the disbursement was a result of an incident or situation where a substitute would normally not be used to fill the vacancy, no compensation time shall be earned.

18.7.2 Compensation time will be earned in .25 day increments per teacher, per day that a class is dispersed. Compensation time may be accumulated and used in full (1.0) day increments, or used in half (0.5) day increments, if two teachers coordinate the sharing of a single sub on one day, each teacher taking off a half of the same day.

18.7.3 For the purpose of Article 18.3, aggregated earned compensation time for one day of teacher's absence shall not result in the accrual of more than 1 day (or its equivalent) in compensation time earned.

18.7.4 At least one administrator must remain available to be in charge of the school for emergencies. A rotating list of teachers, based upon reverse seniority, will be utilized.

18.8 Dispersal of Secondary Students

18.8.1 Secondary teachers who are required to cover classes by dispersing students throughout the site will receive compensation time when a substitute is unavailable or failed to cover the classroom. In the event that no substitute teacher would have been called for the absence, then no compensation time shall be earned.

18.8.2 Compensation time earned shall be equal to the length of the class period in which students are dispersed, but shall not exceed 2 hours earned on any given day.

18.8.3 For the purpose of Article 18.4, aggregated earned compensation time for one day of teacher's absence shall not result in the accrual of more than 1 day (or its equivalent) in compensation time earned.

18.9 Special Assignments

18.9.1 ASB Advisory at the high school shall be a TOSA position. ASB Advisor shall be responsible teaching up to two periods of ASB in addition to fulfilling the duties outlined in the job description "Teacher on Special Assignment: Activities Director, High School."

18.9.2 Each high school, not including continuation and/or alternative education high schools, may have a full-time release Athletic Director. A full-time release Athletic Director will not receive an additional stipend for the position.

18.9.3 Counselors shall be placed on the teachers' salary schedule in the same manner as regular teachers, plus ten (10%) percent of that placement for assuming additional responsibilities and additional eight (8) working days as determined by the site administrator.

- 18.9.4 Each agriculture teacher shall be placed on the teachers' salary schedule in the same manner as regular teachers, plus fifteen (15%) percent of that placement working an additional twenty-eight (28) working days in support of the summer agriculture program. These dates shall include each day the Stanislaus County Fair is in session and additional coverage calendared and submitted for approval to site administration prior to checking out for summer. Dates not worked will be prorated and not be taken from allocated personal illness leave.
- 18.9.5 PREP Project Coordinator will have one additional release period to work on PREP.

ARTICLE 19
EXTRA PAY ASSIGNMENTS

- 19.1 Staff members who perform the duties noted in 19.1 for district will earn extra pay. These extra pay assignments will be computed as a percentage of the base salary (Column A, Step One). To receive this stipend the employee must meet the hourly requirements outside of the normal workday and any other requirements noted herein. Site administration may request documentation of these hours.
- 19.1.1 Range A assignments shall receive 9% stipend computed by the base salary, require an hourly commitment of 250 hours, and includes the following positions:
- 19.1.2 Range B assignments shall receive 8% stipend computed by the base salary, require an hourly commitment of 225 hours, and includes the following positions:
- 19.1.3 Range C assignments shall receive 7% stipend computed by the base salary, require an hourly commitment of 200 hours, and includes the following positions:
- i. Drama Director (minimum of 2 shows per year)
- 19.1.4 Range D assignments shall receive 6% stipend computed by the base salary, require an hourly commitment of 175 hours, and includes the following positions:
- 19.1.5 Range E assignments shall receive 5.5% stipend computed by the base salary, require an hourly commitment of 150 hours, and includes the following positions:
- i. Middle School Activities Director
- 19.1.6 Range F assignments shall receive 5% stipend computed by the base salary, require an hourly commitment of 125 hours, and includes the following positions:
- ii. Middle School Athletic Director
 - iii. HOSA Pathway
 - iv. FFA Advisor
- 19.1.7 Range G assignments shall receive 4% stipend computed by the base salary, require an hourly commitment of 100 hours, and includes the following positions:
- i. Band Director (at least 2 performances per year)
 - ii. Strings Director (at least 2 performances per year)
 - iii. Vocal Music Director (at least 2 performances per year)
 - iv. High School Newspaper Advisor (a monthly newspaper must be produced/distributed)
 - v. High School Yearbook Advisor (a yearbook must be produced and distributed)
 - vi. Lead Teachers
- 19.1.8 Range H assignments shall receive 3% stipend computed by the base salary, require an hourly commitment of 75 hours, and includes the following positions:
- i. Academic Decathlon (max 1 stipend per site)
 - ii. Academic Pentathlon (max 1 stipend per site)
 - iii. Secondary National History Day Coordinator (1 per site)
 - iv. Middle School Yearbook Advisor (a yearbook must be produced and distributed)
- 19.1.9 Range I assignments shall receive 2% stipend computed by the base salary, require an hourly commitment of 50 hours, and includes the following positions:
- i. 504 Coordinator
 - ii. SST Coordinator
 - iii. 504/SST Coordinator (A combined assignment for sites with less than 300 students)
 - iv. Middle School Intermural Sports Coordinator (1 per semester)
 - v. PHAST and PHAST J/V Coordinator (1 per site)

- vi. Elementary National History Day Coordinator (1 per site). Stipend can be split between two teachers.
- vii. Middle School Spelling Bee Coordinator (1 per site).

19.2 Staff members who perform the coaching duties noted in 19.2 for district will earn extra pay. These extra pay assignments will be computed as a percentage of the base salary, Column A, Step One. For any coaching stipend to be paid, the season must be completed. No pro-rated stipends will be paid for coaches who do not complete the season. For the purpose of 19.2, if a season was cancelled outside of the control of the coach it will be considered a “completed season” if over 50% of the season was completed. If a season was started and then cancelled outside of the control of the coach before 50% of the season was completed, but at least one game had been played, the coach will receive a 50% of their stipend noted herein. No member shall receive two stipends for the same sport in the same season without prior consent of site administration.

19.2.1 Range A assignments shall receive 9% stipend computed by the base salary and includes the following positions:

- i. Varsity Head Coach: Football

19.2.2 Range B assignments shall receive 8% stipend computed by the base salary and includes the following positions:

- i. Varsity Head Coach: Baseball
- ii. Varsity Head Coach: Basketball
- iii. Varsity Head Coach: Cross Country (1 total split between boys and girls)
- iv. Varsity Head Coach: Soccer (2 total-1 boys and 1 girls)
- v. Varsity Head Coach: Softball
- vi. Varsity Head Coach: Swim (1 total split between boys and girls)
- vii. Varsity Head Coach: Track and Field (1 total split between boys and girls)
- viii. Varsity Head Coach: Volleyball (2 total-1 boys and 1 girls)
- ix. Varsity Head Coach: Water Polo (2 total-1 boys and 1 girls)
- x. Varsity Head Coach: Wrestling (2 total-1 boys and 1 girls)

19.2.3 Range C assignments shall receive 7% stipend computed by the base salary and includes the following positions:

- i. Junior Varsity Head Coach: Football
- ii. Varsity Head Coach: Golf (2 total-1 boys and 1 girls)
- iii. Varsity Head Coach: Tennis (2 total-1 boys and 1 girls)

19.2.4 Range D assignments shall receive 6% stipend computed by the base salary and includes the following positions:

- i. Junior Varsity Head Coach: Baseball
- ii. Junior Varsity Head Coach: Basketball
- iii. Junior Varsity Head Coach: Soccer (2 total-1 boys and 1 girls)
- iv. Junior Varsity Head Coach: Softball
- v. Junior Varsity Head Coach: Soccer (2 total-1 boys and 1 girls)
- vi. Junior Varsity Head Coach: Swim (1 total split between boys and girls)
- vii. Junior Varsity Head Coach: Track and Field (1 total split between boys and girls)
- viii. Junior Varsity Head Coach: Volleyball (2 total-1 boys and 1 girls)
- ix. Junior Varsity Head Coach: Water Polo (2 total-1 boys and 1 girls)
- x. Junior Varsity Head Coach: Wrestling

19.2.5 Range E assignments shall receive 5.5% stipend computed by the base salary and includes the following positions:

- i. Freshman Head Coach: Basketball
- ii. Freshman Head Coach: Football
- iii. Freshman Head Coach: Volleyball

19.2.6 Range F assignments shall receive 5% stipend computed by the base salary and includes the following positions:

- i. Assistant Coach: Baseball (1 total)
- ii. Assistant Coach: Basketball (2 total-1 boys and 1 girls)
- iii. Assistant Coach: Cross Country
- iv. Assistant Coach: Football (6 total)
- v. Assistant Coach: Golf (2 total-1 boys and 1 girls)
- vi. Assistant Coach: Soccer (2 total-1 boys and 1 girls)
- vii. Assistant Coach: Softball (1 total)
- viii. Assistant Coach: Tennis (2 total-1 boys and 1 girls)
- ix. Assistant Coach: Volleyball (1 total)
- x. Assistant Coach: Water Polo (1 total)
- xi. Assistant Coach: Wrestling (2 total)
- xii. Assistant Coach: Track and Field (1 per site).

19.2.7 Range G assignments shall receive 4% stipend computed by the base salary and includes the following positions:

- i. Varsity Advisor: Cheerleading (1 per season)

19.2.8 Range H assignments shall receive 3% stipend computed by the base salary and includes the following positions:

- i. Middle School Coach: Assorted
- ii. Junior Varsity Advisor: Cheerleading (1 per season)

19.2.9 Range I assignments shall receive 2% stipend computed by the base salary, stipend computed by the base salary and includes the following positions:

- i. Assistant Advisor: Cheerleading (1 per season)

19.2.10 In the event that a high school is unable to obtain a qualified coach for an open interscholastic athletics coaching position, teachers who have over 50% of their teaching assignment in Physical Education classes at the school with the opening will be required to fill the vacancy by mutual agreement with other teachers similarly situated. If no agreement can be made, the assignment will be made on a rotating basis. Teachers shall have the right to refuse an assigned coaching position once every three school years. This refusal to accept a coaching position applies to the school year, not the coaching season. The following teachers are exempt from being assigned to a coaching position:

- i. Teachers who coach a sport during that school year
- ii. Teachers with 10 or more years of service in the Patterson Joint Unified School District
- iii. Teachers with a hire date prior to July 1, 2017 (item (c) sunsets on July 1, 2027)

19.3 Staff members who hold certificates, credentials, and degrees noted in 19.3 may earn stipends as noted below:

- 19.3.1 Special Education Credentials (*e.g., Speech/Language, Resource, etc.*): Teachers shall receive a 3% stipend computed by unit member's placement on the salary schedule **if** the member is placed in a teaching assignment that requires the use of a special education teaching credential.
- 19.3.2 Bilingual Certification (*e.g., BCLAD, BILA, etc.*): Teachers shall receive a 3% stipend computed by unit member's placement on the salary schedule **if** the member is placed in a teaching assignment that requires the use of a bilingual certification.
- 19.3.3 Clear Cross-cultural, Language and Academic Development (CLAD): Teachers shall receive a 2.25% stipend computed by unit member's placement on the salary schedule **if** the member obtained a CLAD or the Language Development Specialist Certificate before June 30, 1999.
- 19.3.4 Members with a Masters Degree shall receive a 5% stipend of Cell A Step 1.
- 19.3.5 Members with a Doctoral Degree shall receive a 5% stipend of Cell A Step 1.
- 19.3.6 Designated ELD Assignments in Elementary Schools: Elementary Teachers shall receive a 1.5% stipend of Cell A Step 1 **if** the member is teaching a portion of their daily assignment that requires the use of a certification to teach designated ELD (e.g. CLAD, ELAM, etc.). Teachers who hold a bilingual certification shall have priority in volunteering for these assignments when needed at their site/grade-level before other teachers at the same site/grade-level. In a situation where nobody volunteers to teach designated ELD, a teacher with a BCLAD certification can be assigned to the position. This stipend cannot be combined with that listed in 19.3.2.

19.4 Flat rate stipends

- 19.4.1 Class Advisor (High School): \$400 stipend per grade level
 - 19.4.2 Department Chairperson (High School and Middle School) \$500 stipend per year
 - 19.4.3 Outdoor Education
 - 19.4.3.1 Coordinator: \$250 stipend; not including any stipend to chaperone (Acts as liaison with the camp administration and handles payment of student fees, and plans/attends parent meetings).
 - 19.4.3.2 Chaperone: \$250 stipend for 1-2 nights, \$500 for 3-4 nights
 - 19.4.4 National Board for Professional Teaching Standards Certification: \$ 1,000 annual stipend until expiration of the certification.
 - 19.4.5 Speech and Language Certificate (ASHA Certification) \$ 1,000 annual stipend until expiration of certification
 - 19.4.6 Google Educator Level 1: One-time stipend of \$500*
 - 19.4.7 Google Educator Level 2: One-time stipend of \$500*
- *Not granted retroactively to those earned prior to the start of the 2021-2022 school year

19.5 High School Supervision Rates

- 19.5.1 Football Game: \$35 per hour
- 19.5.2 Game Manager: \$150 per day
- 19.5.3 Basketball Game: \$25 for two games; \$35 for three games
- 19.5.4 Other Games: \$20 per sporting event

ARTICLE 20
EMPLOYEE BENEFITS

- 20.1 The District's current contribution is \$800 monthly, effective July 1, 2018. District health benefits will be on a pro-rated basis (FTE). This amount shall be applied to health, dental and vision coverage for employees and any remainder to health coverage for qualifying dependents. (Referenced in 20.3, 20.4, 20.7). If the final state COLA for 2022-23 adopted budget is above 6.2%, members will receive the amount of COLA above 6.2% (up to a maximum of 0.5%), applied towards their benefits, pursuant to the following formula:
$$(2022-23 \text{ COLA (up to 6.7\%)} - 6.2\%) * \$321,872 * (1.2305) / (\# \text{ of members}) = \text{Amount applied to each member's annual benefits.}$$
- 20.2 Units members shall have the option to purchase dependent coverage for dental and vision insurance provided the bargaining unit fulfills the obligations to the carriers.
- 20.3 Health benefits for retirees who have worked in the district for a minimum of ten (10) years, shall be paid the same contribution as provided in Article 20.1 for five years or to age sixty-five (65), whichever is first.
- 20.4 Health benefits for retirees who were employed prior to July 1, 2019, and who notify the District with a non-retractable written notification of their retirement prior to December 31 of the school year of retirement, and have worked in the district for a minimum of twenty-five (25) years, shall be paid for ten years or to the age of sixty-five (65) whichever is sooner. The same District contribution provided in Article 20.1 shall apply.
- 20.5 An IRC 125 plan option will be contracted with a reputable firm and made available for any certificated personnel that request membership.
- 20.6 All certificated unit staff retirees (who are no longer eligible through district program) may, at their own expense, purchase health benefits from the district for as long as is legally permissible and as long as carrier provides such option through their agreement with the district.
- 20.7 There shall be a Health and Welfare Benefits Committee to investigate health and welfare benefits and advise the District and PAT. PAT shall appoint up to two (2) representatives to the Committee and one (1) chairperson. The District shall appoint up to three (3) representatives. The Health and Welfare Benefits Committee shall meet annually. As Participation on this committee is voluntary, participation in this shall not be considered a "meeting" per Article 8:3 on Preparation Period.

ARTICLE 21
PEER ASSISTANCE AND REVIEW

21.1 Patterson Unified School District and the Patterson Association of Teachers desire to establish a program for teachers to improve the quality of instruction by providing programs that improve subject matter knowledge and/or teaching strategies. This program shall be called the “Peer Assistance and Review” Program or “PAR”. Any employee who has permanent status and receives an Unsatisfactory evaluation in the current school year, shall be eligible to participate in PAR for the subsequent school year.

21.2 The Joint Panel

21.2.1 The structure will consist of a joint panel comprised of two teachers and one administrator. This panel shall meet three times a year (beginning, mid-year, and end of year, no later than March 31st) to review the progress of any Referred teachers and feedback from Consulting teachers. A fourth meeting may be held if there are any referrals for the next school year. The panel will be voluntary and the meetings will be held outside the instructional day.

21.2.2 The Panel’s final meeting shall be no later than March 31st of the current school year.

21.2.3 The Panel shall convene at the end of the year to review any permanent teachers with an unsatisfactory evaluation who seek the assistance of the Peer Assistance Review program. The Panel shall assign a Consulting teacher from the pre-approved list to the Referred teacher for the subsequent school year.

21.2 Consulting Teacher

21.3.1 Consulting teachers must have exemplary status and 10 years of service with the district.

21.3.2 Consulting teachers will receive a stipend Range I

21.3.3 When assigned by the Panel to a Referred teacher, consulting teachers shall:

i) provide 50 hours of assistance to Referred teachers to include after school support and mentoring.

ii) Preparation of reports and presentation to Panel.

21.3.4 In addition to the above supports/tasks, the consulting/referred teacher will provide a substitute to split for three (3) full day during the year (2 for the first semester; 1 for the second semester). Release days shall be used for observations, debrief and feedback. Consulting Teachers shall assist Referred Participating Teachers by demonstrating, observing, coaching, conferencing, referring, and/or by other activities, which, in their professional judgment, may assist the Referred Participating Teacher.

21.3.5 Additionally, one (1) classroom observation of the Referred Teacher will occur by the Consulting Teacher, the Consulting Teacher shall prepare an Assistance Plan to assist the Referred Participating Teacher in meeting the goals and objectives for improvement set by the evaluating administrator. The Panel shall review and approve said Plan and shall provide such modifications to the Plan as necessary.

21.3.6 Consulting teacher deliverables include a written progress report for each of the three Panel meetings which will include a final summary of Referred Teacher. This final summary shall detail, among other things, whether the Referred Participating Teacher has demonstrated satisfactory improvement in the areas targeted by the Assistance Plan. This summary shall be

provided to the Referred teacher's administrator and may be used by the District in any personnel decisions or proceedings regarding the Referred Teacher.

21.4 Coordination

21.4.1 This program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship between the principal and the Consulting Teacher is encouraged with respect to the process of peer assistance and review. Nothing within this agreement or within the program shall prohibit or limit the District and Governing Board from exercising their legal or contractual rights regardless of the participation of a teacher within the program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, involuntary transfer, involuntary reassignment, demotion, promotion, and evaluation independent of the program. Decisions and actions within the program are not binding on the District or the Governing Board.

ARTICLE 22
EFFECT OF AGREEMENT

22.1. Agreement

21.1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Patterson Unified School District, known as the employer, and the Patterson Association of Teachers/California Teachers Association/National Education Association, known as the employee organization.

22.2 Provisions

22.2.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions of this Agreement such policies, practices and procedures are discretionary with the District.

22.3 Duration

22.2.1 This agreement shall remain in full force and effect unless otherwise negotiated.

22.4 Reopeners

22.4.1 Each year of the contract, salary and health benefits will be agreed upon.

22.4.2 Either party may reopen an article at any time and the parties agree to meet and negotiate in a timely manner.

22.4.3 If the above section proves unsatisfactory to either party, the reopeners will annually revert to the following:

- i. Article 18: Salaries & Compensation
- ii. Article 19: Extra Pay Assignments
- iii. Article 20: Employee Benefits
- iv. Two articles of each choice

22.4.4 Upon mutual agreement of both sides, additional articles may be reopened during the negotiations process for the purposes of addressing necessary changes that result from an agreement on language in a related article. Pursuant to Government Code 3547 (d), these new subjects of meeting and negotiating arising after the presentation of initial proposals shall be made public within 24 hours.

ARTICLE 23
SAVINGS PROVISION

If any provision of this Agreement is held to be contrary to law by the final appellate court of competent jurisdiction, such provision will be deemed invalid to the extent required by such a decision, but all other provisions will continue in full force and effect. Upon request of either party a meeting will be held to negotiate the impact of the decision.