COLLECTIVE BARGAINING AGREEMENT

Between the

PATTERSON JOINT UNIFIED SCHOOL DISTRICT

and the

PATTERSON ASSOCIATION OF TEACHERS

July 1, 2024 – June 30, 2027

Contract Initially Adopted May 6, 2024
Tentative Agreement for Revision on May 6, 2026
Board Approved on November 2, 2026

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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; Program Specialist; Preschool Administration, Preschool Teaching Administration; Registered 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.

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.

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.

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.

- Foundation to Assist California Teachers
- American Cancer Society
- Patterson Association of Teachers Scholarship Fund.

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:

- The Superintendent, and/or his designee
- The Administrator who wrote the document
- The employee receiving the derogatory document
- 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.

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 assignment, 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:

- Personnel previously holding the position left the employ of the District through resignation, dismissal, retirement, or death.
- Personnel previously holding the positions assumed a new position within the District;
- 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 involuntarily transferred pursuant to 6.3.1(ii), the unit member shall be allowed to complete a "Request for Transfer/Reassignment" within three (3) business days of being notified of the involuntary transfer. Selection will follow the same procedures pursuant to 6.4 under Voluntary Transfers and Reassignments. These individuals will be considered, but not be prioritized, for vacant positions.

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 as 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. A list of known vacancies shall be provided to employees on or

before January 10th.

6.4.2 Members who desire transfer or reassignment for the following school year shall submit a "Request for Transfer/Reassignment" form with the District Office between January 11th and January 31st of each school year. Transfer and reassignment requests submitted during this time period shall be considered for known vacancies declared between January 11th and the first student day of the subsequent school year. Employees hoping to transfer should submit a Request for Transfer/Reassignment form regardless of the current internal vacancy list as not all potential vacancies will be known on January 11th.

6.4.3 Vacancies that occur/remain on or after the first student day shall not be subject to a transfer request from the prior school year. Employees hired into those positions will not be subject to displacement due to transfers requests from the prior year.

6.4.4 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, and seniority.

6.4.5 All transfer and reassignment requests will remain confidential unless the site administrator needs the information for hiring purposes.

6.4.6 A unit member selected for voluntary transfer will be contacted via Human Resources. Should the notification occur before 4:00pm on May 1st, the transfer shall be irrevocable. Should this occur between May 2nd through June 30th by 4:00pm, the unit member may rescind their intention for transfer. The unit member must notify the Human Resources Department of their intent to rescind the transfer within 24 hours of the date of the notification of transfer. 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.

6.6 Displacement and Collapsed Classrooms

6.6.1 If a member is displaced due to declining enrollment and/or a collapsed classroom, the employee shall be eligible for an immediate transfer back to the position if it reopens the following school year. Upon notification of the vacancy by the Human Resources Department, the employee will have 24 hours to accept or decline the re-opened position. Failure to respond will result in the position being declared vacant and subject to the transfer rules in section 6.4.

6.6.2 In the event of displacement due to classroom closure or declining enrollment,

probationary teachers shall be displaced in the following order: Probationary 0 (interns/waivers) first, followed by Probationary 1, and then Probationary 2, regardless of the hire date.

Accordingly, teachers with a Probationary 0 status shall be subject to displacement prior to any Probationary 1 or Probationary 2 teachers even if the Probationary 0 teacher has an earlier hire date.

6.7 TOSA Transfers or Title Changes

6.7.1 When a Teacher on Special Assignment (TOSA) position becomes vacant or the position title is changed, the position shall be posted and made available for all qualified bargaining unit members to apply.

In the event of extended absences or resignations, the District may temporarily fill the position pending completion of the posting and selection process, when applicable.

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 non instructional 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 non instructional 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.

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 A member's workday shall commence 15 minutes prior to the start of the regular student day as determined by the employee's assigned work location unless they have agreed to teach a zero period. When teaching a zero period, a member's workday begins 15 minutes prior to the start of that period. Employees that are not assigned to a specific site shall have their workday commence in accordance with the site they serve the most as determined by the member's supervisor.

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.

- Time taken for personal appointments will be made up minute for minute.
- 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.

- 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.
- TK teachers shall not be provided weekly prep from roving teachers as noted in 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.
- On monthly Professional Development Days, a substitute teacher will be provided to the teachers so that they can attend the training from the district.
- 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 Staff members will be allowed to leave at the end of the student day when required to return for evening parent conferences and commencement.

8.2.4 Following back to school night and open house, a minimum day will be scheduled on Friday of that week.

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 after school preparation.

- During the school year general education and mild to moderate 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. This preparation time shall not be used for meetings. This prep will be covered by a roving teacher. Teachers will not be allotted a preparation period in weeks in which their scheduled day falls on a non-student day. The district will make a good faith effort to rotate prep days to ensure the same teachers are not consistently missing prep during shortened weeks or minimum days. Preps will not be provided during the first two student days (shortened first week of school) to allow prep providers time to plan for implementation.

8.3.3 Special Education teachers may request preparation time to assess students for IEPs throughout the school year based on needs. The release time shall require approval of the site administrator. Teachers shall remain on site during their normal work hours during these release times.

8.3.4 Itinerant classroom teachers who travel from one school site 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.

8.4 Meetings

8.4.1 Definition: Meetings are District/Site directed collaboration and staff/faculty meetings. Non-meetings are defined as District/Site professional development/training and adjunct duties outside of student contact time.

8.4.2 Professional development that does not occur during the school day shall only occur on Wednesdays. The only exception shall be those that are provided on non-student prep days.

8.4.3 Teachers will be required to attend up to 2 meetings per month.

8.4.4 Secondary Early Release Wednesdays will be defined as follows:

- Two Wednesdays per month will be used for PLCs at the site. These shall not extend beyond 3:45 pm.
- One Wednesday per month will be used for District PD or PLC at the District Office or designated location. These shall not extend beyond 4:00 pm
- One Wednesday per month will be used for Site PD or PLC at the site level. These shall not extend beyond 3:45 pm.
- Any 5th Wednesday will be used for PLCs. These shall not extend beyond 3:45 pm.

8.4.5 Elementary Early Release Wednesdays will be defined as follows:

- One Wednesday per month will be used for District PD or PLC at the District Office or designated location. The district can also choose to utilize this day for grade-level collaborations across the sites. This will conclude no later than 3:45 pm.
- One Wednesday per month will be used for Site PD or PLC at the site level. One hour shall be designated for teacher prep. Both of these shall conclude by 3:15 pm.
- Two Wednesdays per month will be used for PLC. One hour shall be designated for PLC. One hour shall be designated for teacher prep. Both of these shall conclude by 3:15 pm.
- Any 5th Wednesday will be used for Teacher Prep.

8.4.6 No meetings shall be held after the student day on Fridays, unless all parties involved agree to do so.

8.5 Adjunct Duties

Each TK-12 member of the bargaining unit will be responsible for completing at least ten (10) hours of adjunct duties during the contract year.

8.5.1 Adjunct Duties TK-6

- Each TK-6 member of the bargaining unit will be responsible for completing ten (10) hours of adjunct duties during the contract year.
- Definition: Adjunct Duties include but are not limited to PBIS, Safety Committee, School Site Council, Sunshine, Parent Teacher Organization, LCAP, or any other commitments agreed upon by site/district administration.

- 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.
- 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 8.4 of this article.

8.5.2 Adjunct Duties 7-12

- Each 7-12 member of the bargaining unit will be responsible for completing at least 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.
    - Item G from the adjunct duty list shall be assigned reasonably and equitably by the site principal (or a designee of his/her choosing)
- 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.
- 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.

8.5.3 Unit members cannot receive adjunct credit for any hours during the student contact day nor any hours for which they receive monetary compensation.

8.5.4 Kindergarten teachers and teachers with mixed grade levels that include kindergarten students, shall attend kindergarten orientation in lieu of Back to School Night. This orientation shall take place from 3:45pm to 4:45pm prior to the first day of school.

8.6 Counselor Duties Beyond the School Day

8.6.1 Counselors will be responsible for completing 10 hours of after-school service and/or evening events relating specifically to their positions.

8.6.2 Counselors shall be excluded from the adjunct duty requirement in section 8.5 above.

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, (32) 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 migrant students. 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 evenly distribute students with disabilities in general education classes.

9.1.4 The district will make a good faith effort to maintain an average class size for Special Education (SDC, Autism) in accordance with 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.

9.2.2 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.

9.2.5 When other enrollment issues are brought to the attention of a committee member, the committee shall meet.

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.

- 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.
- A unit member who is absent shall have deducted from the accumulated leave corresponding time based upon the length of the workday.
- Leave time for employees who arrive late shall be calculated based on the start of the contract day, not the start of the student day.
- Leave time for employees who leave early shall be calculated based on the end of the student day unless there is a meeting or professional development being held after school that requires their attendance. If a meeting or other event requires their attendance, then leave shall be deducted based on the end of the contract day when leaving early.
- Employees who take leave on a minimum day shall calculate this based on the length of the regular contract workday (7.5 hours), not the student day.

10.1.2 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:

- 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.
- 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.
- Misuse of leave time may result in an unpaid absence. Every member has a responsibility to know and utilize leave time appropriately.

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, niece or nephew, domestic partner 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:

- Business transactions;
- Education - registration for courses and/or special examinations;
- Religious holidays;
- Family matters;
- Death or serious illness not included in (1) above; and
- 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 this instance).

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. 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 utilize the District's current absence management system, 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:

- Personal convenience or routine personal activities;

- Vacation, holiday, recreation, or social activities; and
- 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 Professional Development Days, days designated for mandated training (state or insurance mandated video training programs), 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. If mandated training days are missed for any reason, it is the unit member's responsibility to complete the training within 15 days.

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, niece or nephew of the employee, domestic partner 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. Leave days that are not taken consecutively after the initial day off require 24 hours notification to the 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. 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. Employees must submit a Certificate of Attendance.

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 more than one school year. The Board of Trustees may grant an unpaid leave for the following reasons:

- Employee illness - the District may require a doctor's verification.
- Illness in the immediate family - immediate family as defined in the Bereavement Leave Article.
- 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

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.

- 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.
- 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

10.11.2 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.

10.11.3 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.

10.11.4 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.

10.11.5 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:

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

10.11.6 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.

10.11.7 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**:**

- 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.
- This program must be compliant with Education Code 44043.5.

10.14.2 Definitions**:**

- **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)*.

- **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).
- **Immediate Family Member:** For purposes of this policy, an immediate family member is defined under 10.2.2 of this collective bargaining agreement.
- **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)*.
- **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**

- 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.
- 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**

- Once a Catastrophic Leave Request is received it will be presented at the next communications meeting between PAT and the District.
- 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.
- 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.

- 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:**

- The Patterson Association of Teachers President, or his/her designee, will be given an update on the amount of hours in the district pool. Note this can occur at any time upon request of the association President.
- 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.
- 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.
- The leave donations must be submitted to the Assistant Superintendent of Human Resources who will ensure all donations are confidential.

10.15 Additional Leave Requests:

- 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.
- 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.

10.15.1 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.

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

10.16 Leave Time for Athletics and Extracurricular Activities

10.16.1 Leave time will not be deducted from district-paid athletic coaches when required to attend district-scheduled sporting events during the workday. Absences must be entered into Frontline with “athletic coaching” as the reason for the absence.

10.16.2 Leave time will not be deducted from employees when required to attend district-sponsored extracurricular activities (History Day, Academic Decathlon, Spelling Bee, etc.)

during the workday. Absences must be entered into Frontline with “School Business” as the reason for the absence.

10.17 Use of Earned Flex Hours

10.17.1 Secondary staff may accumulate up to twelve (12) hours of flex time.

10.17.2 Accumulated flex time must be used in full-day increments (6 hours), not to exceed two (2) consecutive days.

10.17.3 Flex time off requires 24 hours prior approval by the site administrator.

10.17.4 Unused flex time will not be carried over from year to year.

10.17.5 Upon request, flex time shall be paid out at a rate of $60 per hour.

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 into the personnel file].

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

- When a unit member repeats an offense after having previously received a written warning about similar actions.
- 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:

- When a unit member repeats an offense after having previously received a written reprimand about similar actions.
- 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.

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.

12.2.2 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.

12.2.3 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.

12.2.4 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.

12.2.5 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.

12.2.6 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 the 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 the 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.

13 CALENDAR DAYS AND THE SCHOOL CALENDAR

13.1 Calendared Days

13.1.1 Unless otherwise noted as a special assignment, contracted teacher workdays shall be 185 days each school year. When the student calendar is 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.

13.2 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 training or workshops.

13.2.3 Days must be substituted within the same contract year.

13.2.4 The final determination 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

14 NEW SCHOOL OPENING

14.1 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/29th. No decision to fill a vacancy shall be made until after February 28th/29th.

14.2 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.

- (experienced teacher is defined as tenured with one or more years of content area experience at their grade level.)

14.3 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.

14.4 If a member's "Request for Transfer" is granted, the member will be notified in writing of the exact job position.

14.5 Any unit member who accepts a position at a new school site may not request another transfer until the following school year.

14.6 Positions at the new school site shall be filled prior to vacancies at existing sites following the bargaining agreement's transfer.

14.7 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.

15 NEW BARGAINING UNIT MEMBER BASIC ORIENTATION INFORMATION

15.1 Overview

15.1.1 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.

15.2 Scheduling Orientation

15.2.1 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 members first year of service.

15.2.2 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.

15.3 Association Time Provided

15.3.1 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.

15.3.2 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.

15.4 New Bargaining Unit Member Information

15.4.1 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.

- Name
- Home Address
- Phone Numbers: work, home, cell
- Personal Email Address
- School Site
- Grade Level/Assignment

- Date of Hire
- Seniority Date
- Full Time Equivalent (FTE) status

15.5 Bargaining Unit Member Information

15.5.1 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:

- Name
- Home Address
- Phone Numbers: work, home, cell
- Personal Email Address
- School Site
- Grade Level/Assignment
- Date of Hire
- Seniority Date
- Full Time Equivalent (FTE) status

15.6 Dispute Resolution

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

16 EARLY RETIREMENT SERVICE CONTRACTS

16.1 Overview

16.1.1 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.

16.2 Eligibility

16.2.1 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:

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

16.3 Contract

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

16.3.2 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.

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

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

16.4 Contract Services Provided

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

16.4.2 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.

17 SALARIES AND COMPENSATION

17.1 Salaries

17.1.1 Effective July 1, 2026 the District shall increase all cells of the 2025-26 certificated salary schedules by three percent (3%).

This increase shall be ongoing and permanently incorporated into the base salary schedule, and it shall be applied uniformly to all certificated bargaining unit members covered by this Agreement. The base salary schedule shall be paid monthly in accordance with a publicly available pay schedule and meets the requirements for creditable compensation.

17.1.2 The District shall provide a one-time special compensation payment to each certificated bargaining unit member equal to two percent (3%) of the 2026–27 base certificated salary applicable to that member. This will be a one time payment to appear on the August 2026 paycheck. To be eligible for this one-time special compensation payment, employees must be employed on 8/6/26. It will not apply to anyone hired 8/7/26 or later.

This payment is nonrecurring, shall not be incorporated into the salary schedule, and is provided in addition to compensation for the employee's normal annual assignment.

17.2 Initial Placement of Teachers on the Salary Schedule

17.2.1 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.

17.2.2 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.

17.2.3 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.

17.2.4 For the purpose of initial salary schedule placement, Speech-Language Pathologists will start on Step 9 of the salary schedule.

17.3 Additional College Units for Advancement on the Salary Schedule

17.3.1 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:

- the requirements for a California Teaching Credential;

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

17.3.2 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.

17.3.3 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.

17.3.4 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.

17.3.5 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.

17.4 Additional Methods for Advancement on the Salary Schedule

17.4.1 Acceptable methods can include:

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

17.4.2 In order for an employee to receive credit towards the salary schedule, the employee must pay registration cost and cost for units (if units are offered).

17.4.3 This article does not apply to District sponsored staff development during the employee's regular scheduled workday.

17.4.4 Acceptable methods for advancements must meet the needs of the teacher and the District.

17.4.5 Guidelines:

- Activities must occur outside of working hours unless prior approval is granted by the Assistant Superintendent of Education Services.
- Approval must be obtained from the district prior to the starting date of the

acceptable method.

- 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.
- Verification of participation must be presented to the district before salary credit can be allocated.
- 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.

17.4.6 **CTE Equivalent Units:** For teachers holding a Designated Subjects Career Technical Education Credential, the District shall recognize industry-related professional growth for salary schedule advancement.

- **Certification Equivalency:** Completion of a pre-approved, industry-recognized certification shall be granted unit value equivalent to the contact hours required for said certification (e.g., fifteen (15) hours of instruction equals one (1) semester unit).
- **Industry Work Experience:** For the purpose of moving across ranges, verified industry work experience directly related to the teacher's primary assignment may be applied as equivalent units. The conversion rate and maximum allowable units per cycle shall be determined by the methodology established by a July 1, 2026, MOU.
- **Approval Process:** All CTE equivalent units must be pre-approved by the Superintendent or designee, consistent with the requirements in Article 17.3.2.

17.5 Longevity

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

- 18th year of service: 5% over step 14
- 23rd year of service: 10.5% over step 14
- 27th year of service: 15.5% over step 14
- 30th year of service: 22% over step 14

17.6 Substituting on Preparation Periods in Secondary Classrooms

17.6.1 Teachers may substitute during their preparation period and will be compensated with either one hour of leave flex time or $60 per period. The employee will designate which option they prefer when accepting the assignment.

17.6.2 A list of volunteers will be constructed at the start of the school year. In the event of an uncovered absence, administration will contact teachers from this list, starting with the most senior. Once someone has been selected, they will rotate to the bottom of the list for the next instance to ensure equal opportunities for all employees.

17.6.3 In the event that nobody is willing to volunteer to cover a prep, sites will utilize a rotating list of teachers based on reverse seniority. Administrators will not be required to cover absences when volunteers are unavailable.

17.6.4 In the event of an emergency, administrators may seek another option (mass email, message, etc) when seeking a volunteer to cover a period. In such instances, the selection process above can be skipped.

17.7 Dispersal of Elementary Students

17.7.1 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 monetary compensation. 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.

17.7.2 Compensation will be earned at a rate of 80 dollars per teacher, per day that a class is dispersed. Classes will not be split up into more than 5 classrooms.

17.7.3 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.

17.8 Dispersal of Alternative Education Students

17.8.1 Secondary teachers who are required to cover classes by dispersing students throughout the site will receive compensation when a substitute is unavailable to cover a classroom. In the event that no substitute teacher would have been called (i.e. senior trip, graduation practice, etc) for the absence, then no compensation shall be earned.

17.8.2 Compensation for dispersal of secondary students shall be $40 per day for teachers who receive the displaced students.

17.9 Special Assignments

17.9.1 ASB Advisory at the high school shall be a TOSA position. ASB Advisor shall be responsible for 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.

17.9.2 Athletic Director at the high school shall be a TOSA position. Athletic Director shall be responsible for teaching two periods in addition to fulfilling the duties outlined in the job description “Teacher on Special Assignment: Athletic Director, High School. This position shall receive a 20% stipend for the added duties associated with it.

17.9.3 Elementary School Counselors shall work 193 days and be placed on a separate salary schedule. Intervention, Adult Ed/Adult Ed. and Secondary Counselors shall work 197 contracted days and shall be placed on separate salary schedules.

17.9.4 Each agriculture teacher shall be placed on a separate certificated agriculture teacher salary schedule (regular teacher salary plus fifteen (15%) percent of that placement for 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.

17.9.5 PREP Project Coordinator will have one additional release period to work on PREP.

17.9.6 TOSA positions within the District may have varying work days based on individual job descriptions and may have separate salary schedules.

17.9.7 Each special education teacher shall be placed on a separate certificated salary schedule entitled "Special Education Teacher" and shall reflect the regular teacher salary plus an additional four (4%) percent.

17.9.8 Each teacher hired to teach in the dual immersion program, which requires a BCLAD, shall be placed on a separate certificated salary schedule entitled "Dual Immersion Teacher" and shall reflect the regular teacher salary plus an additional three (3%) percent.

17.10 Secondary teachers that elect to teach in lieu of their daily prep period (commonly referred to as "buying out of prep") shall be compensated at a rate equal to one-fifth of their salary. Such arrangements will last a minimum of one grading period (semester or trimester) based on mutual agreement between the employee and site administrator.

17.11 New certificated employees to the district will be required to attend up to two (2) orientation days prior to the start of their 185 contracted workdays. These additional days shall be compensated per day based on the members per diem rate. These dates will constitute the members first day of service.

17.12 Teachers shall be compensated when required to prepare and distribute work prior to a student leaving on short-term independent studies. Such compensation will be based on the PJUSD hourly curriculum rate. Compensation for preparing short-term independent studies work shall be awarded per student contract as follows:

- 4-10 days of leave equals one (1) hour of compensation
- 11-15 days of leave equals two (2) hours of compensation

Compensation shall not be provided in situations where teachers regularly assign online work (i.e. Google Classroom, Edgenuity, etc.) and students are able to complete such work while

traveling.

17.13 Teachers with an admin credential, who work as an administrator for 8 hours daily, will be compensated at the rate of $650. Teachers will receive the difference between their daily rate and $650. Should their daily rate already exceed $650, no additional compensation shall be granted.

18 EXTRA PAY ASSIGNMENTS

18.1 Staff members who perform the duties noted in 18.1 for the 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.

- Range AA assignments share receive 20% stipend computed by the base salary and includes the following positions:
  - High School Athletic Director (1 total)
- Range AAA assignments share receive 10% stipend computed by the base salary and includes the following positions:
  - Middle School Athletic Director (1 total)

18.1.1 Range A assignments shall receive 9% stipend computed by the base salary, require a hourly commitment of 250 hours, and includes the following positions:

18.1.2 Range B assignments shall receive 8% stipend computed by the base salary, require an hourly commitment of 225 hours, and includes the following positions:

18.1.3 Range C assignments shall receive 7% stipend computed by the base salary, require an hourly commitment of 200 hours, and includes the following positions:

- Drama Director (minimum of 2 shows per year)
- High School WASC Coordinator (in the year preceding a WASC visit and in a WASC visit year)
- FFA Advisor
- Garden Advisory, Middle School

18.1.4 Range D assignments shall receive 6% stipend computed by the base salary, require an hourly commitment of 175 hours, and includes the following positions:

18.1.5 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:

- Middle School Activities Director
- PBIS Tier I Team Leader

18.1.6 Range F assignments shall receive 5% stipend computed by the base salary, require an hourly commitment of 125 hours, and includes the following positions:

- HOSA Pathway

- SST Coordinator
- PBIS Tier 2 Team Leader

18.1.7 Range G assignments shall receive 4% stipend computed by the base salary, require an hourly commitment of 100 hours, and includes the following positions:

- Band Director (at least 2 performances per year)
- Strings Director (at least 2 performances per year)
- Vocal Music Director (at least 2 performances per year)
- Percussion Director
- High School Newspaper Advisor (a monthly newspaper must be produced/distributed)
- High School Yearbook Advisor (a yearbook must be produced and distributed)
- District Lead Teachers

18.1.8 Range H assignments shall receive 3% stipend computed by the base salary, require an hourly commitment of 75 hours, and includes the following positions:

- Academic Decathlon (max 1 stipend per site)
- Academic Pentathlon (max 1 stipend per site)
- Color Guard Tech
- Percussion Tech
- Secondary National History Day Coordinator (1 per site)
- Middle School Yearbook Advisor (a yearbook must be produced and distributed)

18.1.9 Range I assignments shall receive 2% stipend computed by the base salary, require an hourly commitment of 50 hours, and includes the following positions:

- 504 Coordinator
- 504/SST Coordinator (A combined assignment for sites with less than 300 students)
- Middle School Intramural Sports Coordinator (1 per semester)
- PHAST and PHAST J/V, Phast Recruits Coordinator (1 per site)
- Elementary National History Day Coordinator (1 per site). Stipend can be split between two teachers.
- Elementary, Middle School Spelling Bee Coordinator (1 per site).
- Alternative Education WASC Coordinator (in the year preceding a WASC visit and

in a WASC visit year)

18.2 Staff members who perform the coaching duties noted in 18.2 for the 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 prorated stipends will be paid for coaches who do not complete the season. For the purpose of 18.2, if a season was canceled 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 canceled 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.

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

- Varsity Head Coach: Football

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

- Varsity Head Coach: Baseball
- Varsity Head Coach: Basketball (2 total: 1 boys and 1 girls)
- Varsity Head Coach: Cross Country (1 total split between boys and girls)
- Varsity Head Coach: Flag Football (1 total)
- Varsity Head Coach: Soccer (2 total: 1 boys and 1 girls)
- Varsity Head Coach: Softball
- Varsity Head Coach: Swim (1 total split between boys and girls)
- Varsity Head Coach: Track and Field (1 total split between boys and girls)
- Varsity Head Coach: Volleyball (2 total: 1 boys and 1 girls)
- Varsity Head Coach: Water Polo (2 total: 1 boys and 1 girls)
- Varsity Head Coach: Wrestling (2 total: 1 boys and 1 girls)

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

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

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

- Junior Varsity Head Coach: Baseball
- Junior Varsity Head Coach: Basketball (2 total: 1 boys and 1 girls)
- Junior Varsity Head Coach: Soccer (2 total: 1 boys and 1 girls)
- Junior Varsity Head Coach: Softball
- Junior Varsity Head Coach: Flag Football (1 Total)
- JV Head Coach: Tennis (2 total: 1 Boys and 1 Girls)
- Junior Varsity Head Coach: Swim (1 total split between boys and girls)
- Junior Varsity Head Coach: Track and Field (1 total split between boys and girls)
- Junior Varsity Head Coach: Volleyball (2 total: 1 boys and 1 girls)
- Junior Varsity Head Coach: Water Polo (2 total: 1 boys and 1 girls)
- Junior Varsity Head Coach: Wrestling
- Junior Varsity Head Coach: Tennis (2 total: 1 boys and 1 girls

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

- Freshman Head Coach: Basketball (2 total: 1 boys and 1 girls)
- Freshman Head Coach: Football
- Freshman Head Coach: Volleyball
- Freshman Head Coach: Baseball
- Freshman Head Coach: Soccer
- Freshman Head Coach: Flag Football (1 Total)

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

- Assistant Coach: Baseball (1 total)
- Assistant Coach: Basketball (2 total: 1 boys and 1 girls)
- Assistant Coach: Cross Country
- Assistant Coach: Football (6 total)
- Assistant Coach: Golf (2 total: 1 boys and 1 girls)
- Assistant Coach: Soccer (2 total: 1 boys and 1 girls)

- Assistant Coach: Softball (1 total)
- Assistant Coach: Tennis (2 total: 1 boys and 1 girls)
- Assistant Coach: Volleyball (1 total)
- Assistant Coach: Water Polo (1 total)
- Assistant Coach: Wrestling (2 total)
- Assistant Coach: Track and Field (1 per site).
- Assistant Coach: Swim (1 Total)
- Assistant Coach: Flag Football (1 Total)

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

- Varsity Advisor: Cheerleading (1 per season)

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

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

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

- Assistant Advisor: Cheerleading (1 per season)

18.2.10 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:

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

18.3 Staff members who hold certificates, credentials and degrees notes in 18.3 may earn stipends as noted below: (Note: teachers currently receiving the BCLAD stipend that are NOT placed in a teaching assignment that requires the use of a bilingual certification will no longer receive the

BCLAD stipend.)

18.3.1 Special Education Credentials (e.g., Speech/Language, Resource, etc.): Teachers shall receive a 4% 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. This can be found on an individual salary schedule.

18.3.2 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.

18.3.3 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

18.3.4 Members with a Masters Degree shall receive a stipend of 5% stipend of Cell A Step 1.

18.3.5 Members with a Doctoral Degree shall receive a stipend of 5% stipend of Cell A Step 1.

18.4 Flat rate stipends

18.4.1 Class Advisor (High School): $400 stipend per grade level

18.4.2 Department Chairperson (High School and Middle School) $500 stipend per year

18.4.3 Outdoor Education

- 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).
- Chaperone: $250 stipend for 1-2 nights, $500 for 3-4 nights

18.4.4 National Board for Professional Teaching Standards Certification: $ 1,000 annual stipend until expiration of the certification.

18.4.5 Speech and Language Certificate (ASHA Certification) $ 1,000 annual stipend until expiration of certification

18.4.6 Google Educator Level 1: One-time stipend of $500*

18.4.7 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

18.4.8 Leadership Team Members: $500 per team member. Leadership teams will be limited to 8 per elementary school, except WVLC will be allocated 2 representatives. Individuals receiving this stipend shall not count these meetings as adjunct hours or meetings as

mentioned in Article 8.5.2.

18.5 High School Supervision Rates

18.5.1 Footballs Game: $35 per hour

18.5.2 Game Manager: $150 per day

18.5.3 Basketball Game: $25 for two games; $35 for three games

18.5.4 Other games: $20 per sporting event

18.6 Members may be compensated for supplemental work outside of their contracted days, or extra pay assignments, for needed duties that fall outside of their position if given prior approval by an administrator. These rates include:

18.6.1 Curriculum Rate – a thirty-five (35) dollar an hour rate provided to certificated staff for non-student contact work such as summer planning, staff development preparation, etc.

18.6.2 Instructional Rate - a fifty -five (55) dollar an hour rate provided to certificated staff for instruction of students via adult school, attendance recovery, credit recovery, Migrant tutoring, Saturday school, summer school and tutoring.

19 EMPLOYEE BENEFITS

19.1 The District's current contribution is $900 monthly for single plans, $950 monthly for two-party plans, and $1000 monthly for family plans, effective July 1, 2024. 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 19.3, 19.4, 19.7)

19.1.1 Unit members for whom the District contributes less than the per month District contribution listed in 19.1 will receive the difference.

19.2 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.

19.3 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 19.1 for five years or to age sixty-five (65), whichever is first.

19.4 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 19.1 shall apply.

19.5 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 the carrier provides such option through their agreement with the district.

19.6 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.

20 PEER ASSISTANCE AND REVIEW

20.1 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.

20.2 The Joint Panel

20.2.1 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.

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

20.2.3 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.

20.3 Consulting Teacher

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

20.3.2 Consulting teachers will receive a stipend Range I

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

- provide 50 hours of assistance to Referred teachers to include after school support and mentoring.
- Preparation of reports and presentation to Panel.

20.3.4 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.

20.3.5 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.

20.3.6 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.

20.4 Coordination

20.4.1 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.

20.5 Both parties agree to keep this article in place for the 2024-25 school year. The District and PAT agree to meet during the 2024-2025 school year to define the expectations and support provided to teachers with a needs improvement or unsatisfactory evaluation. This article shall automatically reopen for negotiations and will not be counted against either party with reference to 21.4.2.

21 EFFECT OF AGREEMENT

21.1 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.

21.2 Provisions

21.2.1 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.

21.3 Duration

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

21.4 Reopeners

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

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

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

- Article 17: Salaries & Compensation
- Article 18: Extra Pay Assignments
- Article 19: Employee Benefits
- Two articles of each choice

21.4.4 Upon mutual agreement of both sides, additional articles may be responded to 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.

22 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.