

Article 1. Parties and Date

This Agreement shall be effective from July 1, 2012, through June 30, 2014, between the Palm Springs Unified School District (hereinafter “District”) and the Palm Springs Teachers Association, a chapter of the California Teachers Association/National Education Association (hereinafter “Association”). Either party may reopen negotiations to bargain new legislation and its impact during the period of this Agreement.

Article 2. Recognition

- 2.1 **Representation.** Pursuant to the requirements of Government Code Section 3544.1, the District recognized the Association as the exclusive representative for the unit described as follows:

“All full-time and regular part-time certificated employees in the Palm Springs Unified School District, excluding management, supervisory or confidential employees.”

Excluded from this unit are all substitute employees. When used hereinafter, the word “employee” shall mean certificated employees within the unit covered hereby unless otherwise stated.

Article 3. District Rights

- 3.1 **Rights and Responsibilities.** It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of District operations; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) insure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and kinds of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move or modify facilities; (l) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; (n) contract out work; and (o) take action as required by, and for the duration of, emergencies that may arise. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate (for reasons other than "lack of funds") and discipline (pursuant to Ed. Code Section 44944) employees. This recital in no way limits other District powers as granted by law.
- 3.2 **Limitations.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and the law.

Article 4. Wages

4.1 **Wage Scales.** The wage provisions for the term hereof shall be as set forth on Appendix C, attached hereto and by this reference incorporated herein.

4.2 Fringe Benefits

4.2.1 **Comprehensive Major Medical Coverage.** The District will provide comprehensive major medical coverage in accordance with the Joint Powers Agreement program.

4.2.2 **Dental Coverage.** The District will provide dental coverage to the employee only.

4.2.3 **Life Insurance.** The District will provide life insurance on the employee only.

4.2.4 **Vision Insurance.** The District will provide vision insurance to the employee and dependents.

4.2.5 The District's contribution to the actual cost of Health and Welfare Benefits (medical, dental, and vision) will be increased to a maximum of \$14,008 per eligible member. This increase shall be permanent if the Governor's tax initiative passes in November 2012. If the Governor's tax initiative fails to pass in November 2012 and the District's funded BRL per ADA is reduced from its funded 2011-2012 BRL level, then the increase to the maximum permanent contribution shall be reduced, effective July 1, 2013, as follows: (a) if the reduction to the funded BRL per ADA is between \$201 and \$300 from the funded 2011-2012 BRL level, the maximum permanent contribution will be reduced to \$13,745.00, effective July 1, 2013; (b) if the reduction to the funded BRL per ADA is \$301 or greater from the funded 2011-2012 BRL level, the maximum permanent contribution will be reduced to \$13,480.00, effective July 1, 2013. Costs that exceed the District's contribution shall be the responsibility of the Association and may be covered through plan changes, increased co-pays, increased deductibles, premium contributions and/or offsets to salary. The establishment of the maximum contribution does not constitute a waiver of the Association's right to negotiate increases to the District's contribution. Should the Association fail to act or the parties fail to reach agreement on this issue, the default mechanism shall be individual payroll deductions based upon composite rates per plan selected.

- 4.2.6 Effective January 1, 2003, coverage will be modified to include Domestic Partner coverage according to definition determined by the State of California.
- 4.2.7 Internal Revenue Code Section 125 will be implemented prior to June 30, 2003.
- 4.3 **Part-Time Employment With Full Fringe Benefit and Retirement Credits.** Upon mutual agreement of the teacher and the District, the District shall provide a voluntary part-time employment plan for teachers after the age of 55 in accordance with the provisions of Education Code section 22713.
- 4.4 **Early Retirement.** All teachers who are eligible to retire within STRS/PERS and who are placed in salary Column 4 and above, and Step 14 and above, shall receive District-paid health and welfare benefits as negotiated for bargaining unit members until age sixty-five (65) or for five (5) years, whichever occurs first.
- To be eligible for consideration for the early retirement plan, the teacher must:
- 4.4.1 Have a minimum of ten (10) years of service in the District in a position requiring certification.
- 4.4.2 Actually retire from the District.
- 4.4.3 Have proposed the retirement voluntarily.
- 4.5 **Purchase of Health Insurance by Retirees.** Retirees may purchase health benefits through the District in accordance with applicable statutes.
- 4.6 **Column Advancement.** Unit members who qualify for salary advancement across the salary schedule shall be paid the increase not later than three (3) regular pay periods or three (3) months, whichever is longer, after the employee files proper documentation with the District. For traditional year employees, the amount paid shall be retroactive to the start of the semester (September or February) during which the documents were submitted. For year-round employees, the amount paid shall be retroactive to the start of the school term (July or January) during which the documents were submitted. The salary increase will appear on either the November 30 or May 30 pay warrant.
- 4.7 **YRE Substitute Pay.** YRE teachers who substitute during their off-track time will receive \$125 per day.
- 4.8 **Service Credit.** Employees with a first date of paid service after July 1, 2008, will be given up to twelve (12) years of service credit for the purposes of initial salary schedule placement without any restriction as to when such prior service was performed.

For all certificated teachers hired for the 2012-2013, 2013-2014, and 2014-2015 school years, the District will only accept three (3) years of service credit towards placement on the Certificated Teacher Salary Schedule. Therefore, all new hires during this timeframe cannot be placed any further than Step 4 on any of the appropriate columns.

Article 5. Hours of Employment All Schools; Programs

5.1 **Work Week.** It is the policy of the Palm Springs Unified School District, insofar as possible, to assign all personnel so that an equitable workload exists for each. It is expected that assignments normally performed by an individual will average forty (40) hours per week during the school year, including time spent at the school site, and professional activities and preparation work performed off the school site.

5.2 **Work Day**

5.2.1 **Classroom Teachers.** The classroom teachers' regular workday shall begin prior to the start of the school day for students and end following the safe dismissal of students. Classroom teachers shall be on site for no less than sixty (60) minutes beyond the regular instructional day. The scheduling of this time is flexible and can be adjusted at the individual teacher's discretion. Teachers shall be responsible for regularly scheduled extra duty assignments. In the event that the principal determines that it is necessary for teachers to remain on campus due to an emergency, i.e. student unrest, actions off campus, etc., teachers can be required to remain on campus until student safety is assured. Teachers shall not be required to sign in or sign out. Every teacher shall be entitled to one (1) duty-free uninterrupted lunch period per day. Teachers may be required to use their preparation period for substitute duties, in which case they shall be paid at 1/8 their per diem rate.

5.2.1.1 **Elementary Duties.** Elementary teachers will not be required to provide any yard or bus duties prior to the beginning of their first class, although they shall respond to requests for assistance during said period. This provision will not be applicable if it conflicts with reasonable requirements on field trip days.

5.2.1.2 **Substitute Coverage.** Should there be a situation where there is a lack of substitute coverage, every effort will be made to have other certificated personnel cover classes in elementary schools before assigning students to other classroom teachers.

The elementary teachers who are assigned students shall be paid 1/8 their per diem.

5.2.1.3 **First Workday.** One of the two workdays prior to the first day of school with students will be an uninterrupted day for

certificated teachers to work in their classrooms and/or assigned areas.

- 5.2.2 **Counselors.** The regular work day for counselors shall be determined by the site administrator after consultation with site counselors but, in any event, it is expected that assignments normally performed by an individual will average forty (40) hours per week during the school year, including time spent at the school site, and professional activities and work performed off the school site.
 - 5.2.3 **Preparation Time/Middle School and High School.** All full-time middle school and high school teachers shall have a six period day, one of which shall be a duty-free preparation period equal in length to one class period. These preparation periods shall be used for preparation for classes, grading of materials, conferences with students and/or parents and/or other personnel and are not intended to be free periods.
 - 5.2.4 **Preparation Time/Elementary School.** Elementary teachers shall be provided with three (3) forty (40) minute preparation periods per week. Preparation periods lost due to minimum day, vacations, field trips, etc., need not be rescheduled.
 - 5.2.5 Beginning school year 2001-2002 the middle school day shall be increased by five (5) minutes per day and shall remain in effect each year thereafter. This increase shall provide three (3) minimum days/semester for parent conferences.
- 5.3 **Extended Work Year and/or Work Day.** Employees required by the District to work more days than the regular work year or more hours than the regular workday shall receive appropriate compensation by being assigned to an additional salary schedule (for example: department heads, coaches, secondary band directors, and so forth) or paid at their regular hourly rate. The District shall determine which method of payment is appropriate for each employee who is required to work an extended year or day. The District shall also determine which assignments qualify for extended work year or extended workday remuneration.
- 5.3.1 Middle school and high school counselors shall work an additional ten (10) days at their regular per diem rate. Such employees may work more than the additional ten (10) days with the preapproval of the site administrator at their regular per diem rate.
 - 5.3.2 Middle school and high school librarians shall work an additional ten (10) days at their regular per diem rate. Such employees may work more than the additional ten (10) days with the preapproval of the site administrator at their regular per diem rate.
 - 5.3.3 Teachers in grades 6-12 may teach during their preparation period under the following conditions:

- 5.3.3.1 service is voluntary;
- 5.3.3.2 must be an experienced teacher (two or more years of teaching and with most recent evaluation that reflects an overall rating of “meets Standards”). A non-tenured teacher with previous teaching experience (two or more years) shall meet with the Association Vice President and/or Association Director prior to accepting the additional teaching period. When a teacher with two or more years of experience is not available, a teacher with at least one year teaching experience may be permitted to teach during their preparation period;
- 5.3.3.3 must be certificated in subject area;
- 5.3.3.4 no site will exceed 10% of total regular classroom teachers teaching during their prep period;
- 5.3.3.5 no more than three (3) classes per department;
- 5.3.3.6 length of assignment to be limited to one semester unless the class is continued for the second semester;
- 5.3.3.7 assignments shall be on a rotational basis to attempt to equalize them amongst unit members who desire them. Consideration will be given to a unit member's qualifications, certification, classroom experience at the appropriate instructional level, and District-wide seniority in establishing and maintaining the rotational list;
- 5.3.3.8 compensation for teachers “selling their prep” shall be paid 1/6 their per diem rate.

This section shall not be used as precedent-setting in future negotiations regarding preparation time.

5.4 **Part-Time Work Year.** An employee working fewer days than the regular work year shall be a part-time employee and shall be remunerated at the same ratio the employee's total number of workdays bears to the total number of work days in the regular work year. Regular work year means the same as the work year of a full-time employee. A classroom teacher employed for one semester shall receive fifty percent (50%) of the appropriate annual salary listed on the Teachers' Salary Schedule.

5.5 **Part-Time Work Day.** An employee who works fewer hours than the total included in the regular work day shall be a part-time employee and shall be remunerated at the same ratio the employee's regular daily work hours bear to the total included in the regular work day, as determined at the time of hire or upon modification of employee's contract.

5.6 **Job Sharing.** Upon agreement among two unit members and the District, the unit members shall be allowed to share one position. Each unit member shall earn 50% of his/her salary and insurance benefits for the position and shall be responsible for payment for the remaining 50% of the insurance benefits. Upon agreement between the District and the unit members, all of the insurance benefits shall accrue to the benefit of one of the unit members.

5.7 **Days of Employment/Minutes of the School Day**

5.7.1 **Schedule.** It is understood that scheduling of instructional days, instructional minutes, passing times, lunch periods and other such minutes shall be substantially in accordance with past practice except where regulations relating to the implementation of California Education Code Sections 46200-46204 otherwise provide, in which event the schedule shall be in compliance with such regulations. The scheduling of scheduled days and/or minimum days, if any, shall likewise be modified in accordance with said regulations. It is the intent of this Agreement that the instructional days and instructional year within the District shall comply with or exceed the requirements of Sections 46200-46204, and in the event any provision of this Agreement would result in the District's failure to meet or exceed such requirements then the parties agree that the requirements of said Sections 46200-46204 shall apply as if set forth herein in full in place of the nonconforming provision.

5.7.2 One day of staff development shall be added to the certificated work year for the 2012-2013 school year. This additional staff development day shall be paid at the per diem rate of pay.

5.8 **Summer School Program/Intersession Program**

5.8.1 **Eligibility.** All unit members employed full-time by the District are eligible for and may apply for summer school/intersession program assignments.

5.8.2 **Assignments.** Summer school/intersession program employment preference shall be given to those applicants who taught full-time the previous school year in the District. Assignments shall be on a rotational basis to attempt to equalize them amongst unit members who desire them. A committee composed of two teachers and three administrators shall select summer school/intersession program teachers.

5.8.3 **Rotational Lists.** Consideration may also be given to a unit member's qualification, certification, classroom experience at the appropriate instructional level, and District-wide seniority in establishing and maintaining the rotational list.

- 5.8.4 **Applications.** Applications for summer school/intersession program assignments shall be distributed in each school.
- 5.8.5 **Initial Assignments.** Initial summer school/intersession program assignments shall be made no later than six weeks prior to the beginning date of the session and shall be subject to enrollment, funding, and other considerations.
- 5.8.6 **Compensation.** Summer school/intersession program teachers shall be compensated by the payment of the hourly rate to which the employee was entitled at the close of the school year.
- 5.8.7 **Summer School/Intersession Program Sick Leave.** Summer school/intersession program teachers may use their regular accumulated sick leave during the summer school/intersession program period on an hour-by-hour basis.

5.9 **Back to School Night.**

- 5.9.1 Schools shall schedule a Back to School Night so that they begin at 6:30 p.m. The maximum length shall be one and one-half (1-1/2) hours.
- 5.9.2 Site administrators and staff at each site will consult about safety and the need for security for Back to School Night. The District shall provide security if requested.
- 5.9.3 There shall be no meetings before or after school at the site for staff on the day of Back to School Night.

- 5.10 **Staff Meetings.** General staff meetings shall be limited to two (2) per month except for schools participating in Program Improvement (PI), School Assistance and Intervention (SAIT), Categorical Program Monitoring (CPM), and/or Western Association of Schools and Colleges (WASC) activities. “General staff meetings” do not include department/grade level, staff development, committee, Individualized Education Plan (IEP), or other such meetings not involving the total school staff. The two (2) meeting restriction shall not apply to meetings called in response to emergency circumstances.

Article 6. Peer Assistance and Review

6.1 Preamble

The Palm Springs Teachers Association (Association) and the Palm Springs Unified School District (District) strive to provide the highest possible quality of education to the students of the District. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers participating in the Peer Assistance and Review (PAR) Program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

6.2 Peer Assistance and Review (PAR) Council

- 6.2.1 The PAR Council will consist of seven (7) members. Members of the PAR Council will include the Association President, or designee, three (3) members selected by the Association, the Assistant Superintendent, Human Resources, or designee, and two (2) other members appointed by the District.
- 6.2.2 The PAR Council will establish the operational procedures of the Council, including the method for the selection of a Chairperson.
- 6.2.3 The PAR Council will establish the meeting schedule. To hold meetings, five (5) of the seven (7) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. PAR Council Teacher members shall receive a \$2,000 yearly stipend for services on the Council.
- 6.2.4 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 6.4). Written confirmation of participation in the PAR Program will be provided by the PAR Council to participating teachers, principals or immediate supervisors, and Consulting Teachers.
- 6.2.5 The PAR Council, by majority vote, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be

consistent with the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be available annually to all bargaining unit members and administrators.

- 6.2.6 All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 6.2.7 The PAR Council will approve trainers and/or training providers for Consulting Teachers both prior to the Consulting Teacher's participation in the program and during the Consulting Teacher's term of service.
- 6.2.8 The PAR Council will review the final report prepared by the Consulting Teacher and make a recommendation(s) to the Governing Board regarding the Experienced Teacher Participant's progress in the PAR Program.
- 6.2.9 The PAR Council is responsible for evaluating annually the impact of the PAR Program in order to improve the Program.
- 6.2.10 The PAR Council will determine the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

6.3 **Participating Teachers**

- 6.3.1 A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.

6.3.1.1 **Beginning Teacher (BT) Participants.**

- a. The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program. A Beginning Teacher Participant is defined as any newly hired teacher eligible to participate in the Program.
- b. All Beginning Teacher Participants will be assigned a trained Consulting Teacher from the PAR Program.

- c. Guidelines for the Consulting Teacher will be approved and distributed by the PAR Council.

6.3.1.2 **Experienced Teacher Participants (ET)**

- a. The purpose of participation in the PAR Program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members are required to participate in the PAR Program as a result of an unsatisfactory final evaluation.
- b. The decision of the Principal to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure. This Article does not expand nor diminish the unit member's ability to grieve an evaluation under Article 12 of the negotiated contract between the parties.
- c. The Consulting Teacher may continue to provide assistance to the Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council, and to be represented at this meeting.
- d. The PAR Council will forward its final report including recommendations to the Governing Board.
- e. The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq.

6.3.1.3 **Volunteer Teacher Participants (VT)**

- a. A permanent unit member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the

evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

- b. Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

6.4 Consulting Teachers

6.4.1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

6.4.1.1 At least three (3) years of recent experience in the District as a classroom teacher.

6.4.1.2 Demonstrated exemplary teaching ability.

6.4.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.

6.4.1.4 Ability to communicate effectively both orally and in writing.

6.4.1.5 Ability to work cooperatively and effectively with others.

6.4.1.6 It is the intent of the District and the Association that Consulting Teachers shall be released full-time. It may, however, be necessary from time to time because of the number of teachers to be served, that a Consulting Teacher would not be full-time release. The PAR Council will make the decision if a Consulting Teacher is not to be released full-time. Consulting Teachers will have the same workday and year as specified in Article 5.

6.4.2 A Consulting Teacher provides assistance to Participating Teachers in improving instructional performance. This assistance will typically include:

6.4.2.1 Discuss performance goals created by the Evaluator with the Participating Teacher. Assist in developing an Individual Action Plan (IAP) or Individual Induction Plan (IIP) as appropriate.

- 6.4.2.2 Multiple observations of the Participating Teacher during periods of classroom instruction.
 - 6.4.2.3 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
 - 6.4.2.4 Meet and consult with the Evaluator or designee of a referred Experienced Teacher (ET) Participant.
 - 6.4.2.5 Demonstrate good teaching strategies and practices to the Participating Teacher.
 - 6.4.2.6 Use school district resources to assist the Participating Teacher.
 - 6.4.2.7 Monitor the progress of the Participating Teacher and maintain a written record.
- 6.4.3 **Consulting teacher positions will be filled as follows:**
- 6.4.3.1 A notice of vacancy will be posted at all sites and in the District Office.
 - 6.4.3.2 Applicants shall submit an application form.
 - 6.4.3.3 Applicants shall submit three (3) references from individuals who have direct knowledge of the applicant's abilities.
 - 6.4.3.4 Consulting Teachers shall be selected by an affirmative vote of at least five (5) members of the Par Council after an interview process. A minimum of two (2) representatives of the PAR Council will conduct a classroom observation of all final candidates prior to their selection.
- 6.4.4 Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program. The PAR Council may request the removal of a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Request for removal shall be approved by an affirmative vote of at least five (5) PAR Council Members. The PAR Council Chairperson shall submit the request for removal to the Assistant Superintendent, Human Resources or designee.

- 6.4.5 The term of the Consulting Teacher shall be three (3) years with the option of serving for a fourth year subject to the approval of the PAR Council. A Consulting Teacher who has served a three-year or a four-year term may reapply after returning to the classroom for two (2) years.
- 6.4.6 In addition to the regular salary, Consulting Teachers shall be paid an annual stipend of 7-½ % of their salary. In addition to their regular work year they may be required to work up to an additional ten (10) days and receive per diem compensation, provided the days have been pre-approved by the Assistant Superintendent, Human Resources and recommended by the PAR Council.
- 6.4.7 Upon completion of service as a Consulting Teacher, he/she will be returned to the position which he/she held prior to becoming a Consulting Teacher should such position be vacant. If the position is not vacant, the Consulting Teacher shall be returned to his/her former worksite.
- 6.4.8 Full-time Consulting Teachers shall have a caseload determined by a ratio of Consulting Teachers to Participating Teachers. Participating teachers include BT's, ET's, and VT's. This ratio is dependent on the amount of assistance provided to Participating Teachers as determined by the PAR Council.
- 6.4.9 The PAR Program encourages a cooperative relationship between the Consulting Teacher, Experienced Teacher Participant and the Principal with respect to the process of peer assistance and review. A minimum of three (3) Triad meetings shall be conducted during the school year.
- 6.4.10 At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
- 6.4.11 The District agrees to indemnify and hold harmless any Association members on the PAR Council and Consulting Teachers from liability arising out of their participation in the PAR Program pursuant to California Government Code Section 810, et seq.
- 6.5 Expenditures for the PAR Program shall not exceed revenues provided by the District.
- 6.6 The day-to-day operations of the PAR program will be administered by a Coordinator appointed by the District. The Coordinator shall provide regular status reports to the PAR Council.
- 6.7 Nothing contained in this Article shall be construed to prohibit or limit in any way the District's right or ability to release probationary, temporary or substitute

employees pursuant to any provisions of the Education Code or to institute disciplinary action against any employee including, but not limited to, any termination proceedings instituted pursuant to any provisions of the Education Code.

Article 7. Nondiscrimination

- 7.1 **Employment Practices.** The District and the Association agree that they shall not unlawfully discriminate in employment practices on the basis of race, color, ancestry, religious creed, national origin, gender, sexual orientation, physical handicap, medical condition, or age or any other unlawful reason. Violations of this Article shall not be subject to the grievance procedures of this Agreement except where no other remedy exists.

Article 8. Negotiation Procedures

- 8.1 **Authority.** At a mutually agreeable time and place during the year in which this Agreement expires, the parties hereto shall commence the meeting and negotiation process in accordance with applicable law. Subsequent meetings shall take place at mutually agreeable times and places. Agreements reached shall be reduced to writing.
- 8.2 **Closed Meetings.** The meetings shall be closed to the public. Each party shall maintain its own minutes of the negotiation sessions and neither side shall take or permit tape recordings to be made of the sessions.

Article 9. Association Rights

- 9.1 **Rights and Responsibilities.** The Association shall have the right of access at reasonable times to areas in which employees work, the right to use designated institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the Rodda Act.
- 9.2 **Consultation Rights.** The District agrees to consult with the Association prior to the staffing of any new schools.
- 9.3 **Organizational Membership.** The District recognizes the right of employees covered by this Agreement to form, join and participate in the lawful activities of employee organizations, and the District also recognizes that employees have the right to refuse to form, join, and participate in employee organization activities.
- 9.4 **Release Time.** The District shall provide twenty (20) days of release time to Association member(s) designated by the President per school year. The Association may use an additional thirty (30) release days per year. These thirty (30) release days shall be charged to the Association at the regular substitute rate of pay.
- 9.5 **President's Release Time**
- 9.5.1 The Association President shall be released full time from his/her teaching assignment. The Association shall reimburse the District at 50% of Column 2, Step 6 and 50% of all other related costs.
- 9.5.2 Each year that the President is released, the President shall accrue one full year's credit toward STRS retirement if permitted by STRS/PERS and a full year's credit on the PSUSD salary schedule.
- 9.5.3 Upon returning to the classroom the President is entitled to return to his/her former school, but is not guaranteed his/her former assignment.

Article 10. Organizational Security

- 10.1 Any unit member who has joined or applied to join the Association may authorize the District to deduct Association dues. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 10.2 Any unit member who has not joined the Association, or who does not make application to join the Association within thirty days, or within thirty days from the date of commencement of assigned duties within the unit, shall pay to the Association a fee, not to exceed the amount of Association membership dues, for the duration of the Agreement.
- 10.2.1 Such fee shall be payable to the Association in one lump sum cash payment in the same manner as required for the cash payment of Association dues, provided however, that the fee payer may authorize payroll deduction for such fees in the same manner as provided for the payroll deduction of Association dues in Section 10.1 above.
- 10.2.2 In the event that a unit member shall not pay such fee as required in Section 10.2.1 above, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 10.1 above.
- 10.3 The Association shall comply with the Agency Fee Regulations of the Public Employment Relations Board.
- 10.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of any agency fee to the Association, sums equal to such fees to one of the following nonreligious, non labor, charitable organizations whose funds are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
1. Foundation To Assist California Teachers
 2. P.S.U.S.D. Pinnacle Fund
 3. Any publicly sponsored boys or girls club located within District boundaries.

Such payment shall be made within thirty days of the unit member's first duty day of each school year.

- 10.5 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the Association and the District as a condition of continued exemption from the provisions of Sections 10.2.1, and 10.2.2 above. Such proof shall be presented within thirty days of the unit member's first duty day of each school year.
- 10.6 Any unit member making payments as set forth in Sections 10.4 and 10.5 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using such procedures.
- 10.7 With respect to all sums deducted by the District pursuant to Sections 10.1, 10.2.1 or 10.2.2 above, the District shall promptly remit such monies to the Association accompanied by an alphabetical list categorizing the payments as membership dues or agency fees, and indicating any changes in personnel from the previous list.
- 10.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 10.9 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.
- 10.10 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 10.9 above shall or shall not be compromised, resisted, defended, tried or appealed.

Article 11. Leaves of Absence

- 11.1 **Definition.** Leave of absence is hereby defined as any absence authorized by law or by advance approval of the Board of Education or the administrator delegated authority to approve such absences.
- 11.2 **Renewal of Leaves of Absence**
- 11.2.1 Leaves of absence for any purpose may not be renewed.
 - 11.2.2 No later than March 1 of any given year, any teacher on leave of absence shall notify the Superintendent of Schools in writing of intent to return the following school year.
 - 11.2.3 Any absence not so authorized shall be unexcused, and may be subject to disciplinary action up to and including termination.
- 11.3 **Application for Approval of Leaves of Absence.** Any certificated employee of the School District desiring a leave of absence (excluding 11.5, and 11.11) shall submit an application in advance as follows:
- 11.3.1 Applications for sick leave not to exceed ten (10) days; bereavement leave as authorized by law; religious leave; and personal necessity leave because of illness, death, or accidents involving employees or members of immediate family not to exceed three (3) days may be submitted to the respective principal or deputy superintendent for approval.
 - 11.3.2 Applications for sick leave more than ten (10) days; personal necessity leave for purposes other than short-term family illness mentioned above; personal leave (20 or less days); sick leave for maternity purposes; jury service and subpoena leave shall be submitted to the Superintendent of Schools, or his designated representative for approval. The employee shall notify his immediate supervisor of his intentions.
 - 11.3.3 Applications for all other leaves of absence, including personal leave (more than 20 days), military leave, opportunity leave, study leave and child rearing leave shall be submitted directly to the Board of Education through its Secretary for approval.
- 11.4 **Position Upon Return From Leave.** An employee returning from a leave of absence other than sick leave in excess of twenty (20) days is entitled to a position within the District covered by the employee's teaching credential, but not necessarily the same position held just prior to receiving the leave of absence. The provisions of this paragraph shall not apply to employees on sick leave. To

the extent that the Family and Medical Leave Act (FMLA) applies to an employee returning from a leave of absence, the District shall comply with the provisions of the FMLA when placing a returning employee.

11.5 Sick Leave

11.5.1 **Definition.** Sick leave is a leave granted to an employee who is unable to assume and perform duties because of personal illness, injury and/or quarantine whether or not the absence arises out of, or in the course of, employment.

11.5.2 **Length of Sick Leave.** In each fiscal year an employee is entitled to ten (10) days of sick leave for illness or injury without loss of pay. Unit members on extended work year will accumulate additional sick leave in direct proportion to that of employees on regular work year. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. To sick leave accumulated in the District shall be added any sick leave transferred from another public school in California.

11.5.3 General Provisions

11.5.3.1 An employee serving less than a full school term or on a part-time basis shall be entitled to sick leave in the proportion that the time served bears to a full school term of full-time service.

11.5.3.2 The District reserves the right to determine and ascertain the verity of the facts or conditions causing the employee to remain away from duty. In the event of absence due to illness for a period of five (5) days or less, the employee shall file with the school principal or supervisor a statement in writing, as to the reason for the absence and the general nature of the illness. An employee absent from duties exceeding five (5) working days on account of illness or injury shall, upon return to work, present to the appropriate principal or supervisor a certificate from a competent medical authority certifying physical and emotional competency to return to service. Failing in the presentation of such a certificate when the illness has been for a period of more than five (5) working days, the employee shall not be allowed to resume employee's duties and shall have said employee's pay warrant withheld as of the date of first occurrence of applicable absence. The employee shall receive withheld warrants upon the filing of the required medical certificate and the approval of the school principal or supervisor.

11.5.3.3 The District reserves the right to require proof of illness. Further, the District may refer any claim for sick leave

benefits to a competent medical authority designated by the District, at District expense, for a decision as to the eligibility of the employee for said benefits. If the employee objects in writing to the doctor chosen by the District, the District shall provide a list of three doctors from which the employee shall choose one.

11.5.3.4 The District further reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination by a competent medical authority, at District expense, of any employee whose physical or mental health, in the judgment of school officials, is such as to endanger the health, safety or welfare of pupils subject to the supervision of said employee. If the employee objects in writing to the doctor chosen by the District, the District shall provide a list of three doctors from which the employee shall choose one.

11.5.3.5 No employee shall be entitled to sick leave benefits while absent from duty on account of any of the following:

- a. Sickness or disability sustained while on leave of absence.
- b. Disability or illness to the family, relative or friend of the employee except as provided in the Education Code, relating to emergency leave.

11.5.4 **Compensation.** When an employee is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee by the District, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the position during the absence; however, in no event shall the amount deducted from the regular teacher's salary exceed the cost of a regular or long-term substitute. In any given fiscal year, the computation of the five (5) school months shall begin with the date of expiration of accumulated sick leave, if any. If an employee with a long-term illness is in a position for which no substitute is assigned, the amount of the salary due the employee for any month in which the absence occurs shall be the difference of the cost of a long-term substitute or the difference of the cost of the YRE teacher sub rate.

11.6 Catastrophic Leave

11.6.1 To be an eligible participant of the Catastrophic Sick Leave Bank ("Bank"), a bargaining unit employee or certificated management

employee must donate one (1) day of sick leave during the open enrollment period. If the total number of days in the Bank exceeds 500 on the first day of September of any year, members who have previously donated will be exempted from donations that year. Total withdrawal from the Bank in any one-year will not exceed 200 days, however, the Committee may vote to exceed the 200 days if the need arises.

- 11.6.1.1 New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.
- 11.6.2 The sick leave day contribution will be authorized on the appropriate form and continue from year to year under the provisions addressed below until canceled by the certificated employee. No sick leave may be surrendered or drawn for the purposes of summer school.
- 11.6.3 Following the initial enrollment, a certificated employee may only join the Bank during the annual open enrollment period during the month of September. Employees hired after September 1 will have an open enrollment period of thirty (30) days following the date of hire.
- 11.6.4 Certificated employees otherwise eligible for catastrophic sick leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.
- 11.6.5 Donations of sick leave days to the Bank shall be irrevocable. Sick leave that is donated under this section shall be deducted from accrued sick leave authorized under section 11.5.2 above.
- 11.6.6 A catastrophic injury or illness shall be defined as: Any injury or illness which may incapacitate a certificated employee for an extended period of time (in excess of sixty (60) consecutive calendar days) based upon competent medical opinion. Request for catastrophic leave should be made within the first twenty (20) workdays of leave. This may be waived by the Committee under extenuating circumstances.
- 11.6.7 The first fifteen (15) days of illness or disability must be covered by the employee's own sick leave, differential pay or leave without pay. After fifteen (15) days, employees who have exhausted their sick leave but still have differential leave available are eligible for a withdrawal from the Bank. The District shall pay the employee's full pay and the Bank shall be charged one sick leave day. Differential leave runs consecutively with catastrophic leave. The employee may use the remaining differential leave after exhausting the catastrophic sick leave.

- 11.6.7.1 Leave from this Bank may not be used for illness or disability for which the certificated employee is receiving Workers' Compensation benefits.
- 11.6.7.2 The maximum number of days allowed for a member of the Bank for a single catastrophic injury/illness shall not exceed forty (40) workdays. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a catastrophic sick leave donation.
- 11.6.8 The certificated employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee (to be referred to as the Committee, as defined in section 11.6.11). The Committee determines the certificated employee's eligibility to receive donated leave under this section. Upon request by the Committee, the certificated employee shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form for the release of medical information to determine the right to receive leave from the Bank.
- 11.6.9 A certificated employee who wishes to donate sick leave shall submit a "Certified Sick Leave Bank Deposit" form to the Personnel Office. This form authorizes the donation to the Bank. No surrender shall go into effect until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the committee.
- 11.6.10 A certificated employee who has submitted a request to donate sick leave, and a certificated employee who receives leave from the Bank, shall each execute an agreement satisfactory to the committee. The agreement will confirm understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each certificated employee agrees to indemnify and hold the Committee, the District and the Association harmless from any claims, demands, or causes of action related to the donation or to the granting or denial of any leave pursuant to this article.
- 11.6.11 No action taken by the Committee under this section shall be subject to the grievance procedure of this Agreement. The Committee shall be composed of four (4) members, two (2) of which are appointed by the District and two (2) of which are appointed by the Association. Committee members must be members of the Bank. A certificated employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a request for an appeal for reconsideration with additional

supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request. The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame.

11.6.11.1 The Committee shall review, in a timely manner, matters that are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it.

11.6.11.2 The Committee shall be responsible for informing certificated employees of solicitation for donations earmarked for the Bank.

11.6.12 If any provision of this section is held to be unlawful then this entire section shall be null and void. The section supersedes any obligation of the District under Education Code section 44043.5.

11.7 Leave for Maternity Purposes

11.7.1 **Definition.** Maternity leave shall be treated as sick leave.

11.7.2 Procedure

11.7.2.1 Any employee of the District in a position requiring certification, who is regularly employed and becomes pregnant, shall submit a signed statement from a physician duly licensed to practice medicine in the State of California, designating the date up to which the employee could safely work and should cease her services to the District.

11.7.2.2 Any employee wishing to use sick leave for maternity purposes shall submit a signed statement from a physician duly licensed to practice medicine in the State of California designating the date up to which the employee could safely work which shall include a designation of the approximate date of delivery.

11.7.3 **Compensation Following Pregnancy.** An employee shall be expected to return to work within twenty (20) working days after delivery unless she complies with the following:

11.7.3.1 If, during postnatal recuperation, the employee's attending physician feels additional sick leave must be granted, the employee will supply the District with such written notification and thereafter follow the District's regular sick leave policy.

11.7.3.2 Certificated employees wishing to extend their maternity absence shall do so by applying for personal leave.

11.7.4 Unpaid Child Rearing Leave

A unit member shall request and be granted leave without pay for child rearing purposes. This leave shall be granted for the remainder of the school year when the request is made and upon request, the following school year.

11.8 Industrial Accident and Illness. Each employee who is injured or contracts an illness as a result of his employment is entitled to the following:

11.8.1 Allowable leave for industrial accidents and illness shall be for not more than sixty (60) days in any one fiscal year for the same accident, when the employee would otherwise have been performing work for the District.

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

11.8.3 Allowable leave shall commence on the first day of absence.

11.8.4 In accordance with applicable law an employee shall not be entitled to receive wages or salary from the District which, when added to workers' compensation disability benefits, will exceed a full day's wages or salary. If such is the case, the employee shall endorse his temporary disability checks payable to the Palm Springs Unified School District.

11.8.5 Allowable leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

11.8.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.8.7 When this leave is exhausted and provided that the employee continues to receive a temporary disability indemnity, said employee shall be entitled to use only so much of said employee's accumulated sick leave, compensating time, or other leave which, when added to the workers' compensation award, will equal a full day's pay.

11.8.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, said employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. As positions become available said employee shall be hired first, except for those who might be on a reemployment

list established because of lack of work or funds. In such cases appropriate seniority provisions will govern.

11.9 Personal Necessity Leave

- 11.9.1 **Number of Days.** Employees are allowed up to seven (7) days per school year for personal necessity leave. Such days shall be deducted from and only be given if earned sick leave days credit is available at the time of use.
- 11.9.2 **Authorization.** Employees shall inform their site supervisor or the Certificated Personnel Office of their intent to be absent. The employee shall file a form with the Personnel Office immediately upon return.
- 11.9.3 **Definition.** Personal necessity leave shall be granted to an employee for the following reasons:
- 11.9.3.1 Death or serious illness of a member of an employee's immediate family.
 - 11.9.3.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - 11.9.3.3 Under circumstances which are: serious in nature; involve requirements which the employee cannot reasonably be expected to ignore; and requires the attendance of the employee during working hours.
 - 11.9.3.4 The birth of a child making it necessary for an employee who is the father of the child, or the adoption of a child making it necessary for an employee who is an adopting parent of the child, to be absent during assigned hours of service is applicable.
 - 11.9.3.5 Immediate family as used in this Section means the mother, father, brother, sister, husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, grandmother or grandfather of the employee or the employee's spouse or any person living in the household. With respect to the use of this leave pertaining to a death, where bereavement leave is applicable, it shall be used first and personal necessity leave thereafter if applicable.
- 11.9.4 **Exception.** Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

11.10 Bereavement Leave

11.10.1 **Definition.** A bereavement leave is a paid leave granted to an employee because of bereavement resulting from the death of any member of the employee's immediate family, which includes the father, mother, brother, sister, husband, wife, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, grandchild, brother/sister-in-law, grandmother or grandfather of the employee or employee's spouse or any person living in the household.

11.10.2 **Length of Leave.** Maximum leave for bereavement purposes is three (3) working days for any one occurrence or five (5) days if out-of-state travel is required. However, the maximum leave where no out-of-state travel is required may be increased to five (5) days upon approval by the Office of the Superintendent.

11.11 Study Leave

11.11.1 **Definition.** A study leave is a leave that is granted to enable an employee to pursue a program of study at an accredited institution of higher learning (collegiate grade) or travel. The courses or travel undertaken must relate to the present or prospective service of the employee, or must qualify him for a higher credential or degree. An employee, upon request of study leave, will include a program itinerary and will submit a follow-up progress report upon his return from leave.

11.11.2 **Length of Leave.** Leave may be granted for one-half or one full assigned work year.

11.11.3 **Compensation.** No salary will be paid by the District for the period covered by the leave.

11.11.4 General Provisions

11.11.4.1 The employee must hold permanent status on the effective date of the leave.

11.11.4.2 In order to be eligible, the employee must have served satisfactorily during the year immediately preceding the requested leave (1) a minimum of one hundred thirty-five (135) teaching days, exclusive of other leaves of absence, if full-time, or (2) seventy-five percent (75%) of time assigned, but not less than ninety (90) days, if a part-time employee.

11.12 Jury Service

11.12.1 **Compensation.** Certificated employees shall receive their regular salary from the District but shall pay to the District any fees that have been received for jury service, exclusive of expenses involved.

11.13 **Opportunity Leave**

11.13.1 **Definition.** An opportunity leave is a leave granted to a permanent employee in order that the employee may accept a position other than with the District that will result in the employee being able to render more effective service to the District upon cessation of leave. The Association recognizes that the District can and will request a written explanation for the request of opportunity leave. The District can refuse a request if it determines that better service will not be rendered.

11.13.2 **Length of Leave.** The leave shall not exceed one (1) year in duration.

11.13.3 **Compensation.** No compensation will be paid to the employee by the District while on an opportunity leave.

11.14 **Personal Leave--Nonpayment of Salary.** A personal leave for reasons other than those stated under Personal Necessity Leave, may be granted by the Superintendent for a period of time not to exceed twenty (20) working days or by the Board of Education for periods of time in excess of twenty (20) working days. No compensation will be paid by the District for the period of personal leave specified in this Section.

11.15 **Religious Leave.** In each fiscal year, an employee is entitled to one (1) day of religious leave without loss of pay. If an employee does not take the leave allowed in any one fiscal year, the leave not taken shall not accumulate from year to year. Such leave shall be granted only where attendance at said employee's place of work would make impossible observance of that holiday by the religious worship called for by such employee's faith.

11.16 **Fringe Benefits While on Leave.** The District shall provide to all certificated employees on unpaid leave the existing fringe benefit package provided that the employee on leave reimburses the District for the cost of the package. Reimbursement shall be made at the same time premiums or other payments are due.

11.17 **Adoption Leave.** A unit member who adopts a child may use up to thirteen (13) days of accumulated sick leave as additional personal necessity days for purpose of the adoption.

11.18 **Military Spouse: Home on Leave (AB 392).** An employee whose military spouse is home on leave from a military conflict may request and be granted up to ten (10) days of unpaid leave. An employee must provide a copy of the written orders of the spouse's military leave within two business days of receiving official notice.

Article 12. Procedures for Evaluation

- 12.1 **Guidelines for Distribution.** The Assistant Superintendent, Human Resources will forward evaluation guidelines to all school sites and/or departments within the first twenty-five (25) school days of a school year. Also within the first twenty-five (25) school days of the school year, site administration will meet with certificated personnel scheduled to be formally evaluated in order to assign the evaluator and to review the evaluation process and documents.
- 12.2 **Frequency.** Every probationary employee shall be evaluated at least once each school year and every permanent certificated employee shall be evaluated at least once every other year. With respect to permanent certificated employees, only employees that have received an evaluation that is not satisfactory shall be formally evaluated more than every other year. Nothing in this article shall be construed to limit in any way the right of the District to conduct classroom observations or perform other evaluation activities including but not limited to evaluation other than formal evaluation. The evaluation forms and timelines are set forth in Appendix G.
- 12.3 **Five Year Cycle.** Permanent certificated employees who have been with the District at least ten (10) years and whose recent evaluation ratings have met or exceeded satisfactory may be evaluated at least every five (5) years, provided the employee and his/her primary evaluator consent. The certificated employee or the evaluator may withdraw consent at any time and return to the at least every other year cycle. A conference shall be scheduled prior to the return to the two-year cycle. Certificated employees who are teaching in the current core academic areas defined in the ESEA shall also be required to meet the definition of “highly qualified” as stated by the Act.
- 12.4 **Self Assessment.** Permanent unit members who meet the standards will have the option of an alternative evaluation model every two (2) years. The evaluator and evaluatee will meet to develop the model. If an agreement is not reached, the evaluation will proceed using the California Standards for the Teaching Profession.
- 12.5 **Final Conference.** Evaluator and evaluatee, before the end of the unit member's assigned work year, will have held at least one personal conference to evaluate the evaluatee's total program and accomplishment of his/her program objectives.
- 12.6 **Final Report.** Before the end of the unit member's assigned work year evaluator and evaluatee submit the final evaluation.
- 12.7 **Request for Second Evaluator or Evaluation.** Any permanent certificated employee scheduled to be evaluated may ask for and receive an evaluation by a different administrator who will not consult with any other evaluators. Under this situation the District may, but need not, conduct both evaluations. In any event,

the request for evaluation by a different administrator must be submitted within ninety (90) school days of the beginning of the unit member's assigned work year. The administrator assigned to perform the requested evaluation may be either another administrator at the same school site or any other administrator assigned to the same school level as the employee being evaluated. The final evaluation document will be completed by the Assistant Superintendent, Human Resources or his/her Human Resources designee. The primary evaluator will conduct the Final Evaluation Conference and generate the Final Evaluation Conference Summary.

- 12.8 **Notice Not to Reemploy.** The Assistant Superintendent, Human Resources will give initial notice to any person of the District's intent not to reemploy in accordance with applicable law. This must be a written communication, with statement of charges that will be given when required by, and in conformity with, applicable provisions of the Education Code.
- 12.9 **Nonemployment Notice.** The Assistant Superintendent, Human Resources will provide to the employee written final notice of nonemployment in accordance with applicable law.

Article 13. Class Size

13.1 **Elementary School.** The regular elementary schools shall be allocated classroom teachers in sufficient numbers to insure the average class size at each elementary site shall not exceed the following: Kindergarten through Grade 3, 31-1; and Grade 4 through Grade 5, 31-1. Only regular classes shall be used to calculate this average. The average shall be calculated initially by projecting the total number of K, 1-3 and 4-5 students anticipated to be enrolled in regular classes and dividing by the anticipated number of K-3 and 4-5 full-time equivalent teachers. Within the first twenty-five (25) school days of the school year, the District Office shall calculate the actual average class size in each group at each school site by dividing the total active enrollment in regular classes by the number of full-time equivalent teachers assigned to instruct those classes. The principal at each site will submit a semimonthly enrollment report to the District Office. When any school site, for two (2) consecutive reporting periods, exceeds the average permissible class size by eight (8) students at any one grade level and/or fifteen (15) students at all grade levels, action will be initiated by the school principal with District staff to determine an appropriate course of action that may or may not include additional certificated and/or classified staff. The District shall be the sole determiner of economic feasibility.

13.1.1 GATE classes in Grades K-5 shall not be included in the calculation of class size for regular classes.

13.2 **Middle School and Senior High School.** The District agrees to attempt to maintain a middle/senior high school staffing ratio of thirty-one (31) students per full-time equivalent teacher, at each site. Minimum individual class size may vary as determined by the site administrator in accordance with Board policy and effective operation of the school. The principal at each site will submit a semimonthly enrollment report to the District Office. When any school site exceeds the staffing ratio of thirty-one (31) students per full-time equivalent teacher by a total of fifteen (15) students, action will be initiated by the school principal with District staff to determine an appropriate course of action that may or may not include additional certificated and/or classified staff. The District shall be the sole determiner of economic feasibility. Continuation classes operate under a special designation and are not affected by the above provisions.

13.2.1 GATE classes in Grade 6 shall not be included in the calculation of class size for regular classes.

13.3 **Computation of Staffing Ratios.** Portions of part-time nonteaching positions will not be counted in computing staffing ratios.

13.3.1 **Elementary, Middle and High School Department or Grade Level Chairpersons.** Elementary, middle and high school department or

grade level chairs will be assigned as needed. The department or grade level staffs will participate in their selection.

- 13.4 **Appeal Procedure.** Failure to meet the goals established in 13.1 and 13.2 above shall be subject to the grievance procedure.

Article 14. Safety Conditions of Employment

- 14.1 **Enforcement Authority.** The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (Cal/OSHA). Enforcement and rulemaking authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards.
- 14.2 **District Safety Committee.** Palm Springs Teachers Association shall have the right to appoint three (3) members to the District Safety Committee. The Committee will meet at least four (4) times a year with additional meetings as determined by the Committee.
- 14.3 The District will provide a safe workplace for unit members. A unit member noting unsafe physical conditions at his/her worksite shall report the condition to the principal or site supervisor as soon as possible. The principal will respond within five (5) workdays. If the problem is not corrected, the unit member may appeal the matter to the Superintendent or designee for resolution.
- 14.4 Teachers may recommend to the site administrator, with appropriate documentation, alternate placement or exclusion of a student whose violent behavior threatens the safety of other students or the teacher.
- 14.4.1 The District shall respond to the teacher's written recommendation within ten (10) workdays.
- 14.4.2 If the District does not follow the teacher's recommendation, the District shall provide the teacher with its reasons in writing.
- 14.4.3 A student excluded for violent behavior under Section 14.4 above shall not be entitled to return to a classroom until the District has explored appropriate legal options to determine if the student's return is appropriate.
- 14.5 The District will notify teachers of students assigned to them who are known to have committed acts prohibited by Education Code Section 48900. Special attention shall be paid to students whose violations involve acts of violence or threats of violence.

Article 15. Grievance Procedures

15.1 **Definition.** A grievance shall mean a written complaint by an employee covered hereby or by the Association that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement. Hereinafter, the term "grievant" shall include either the employee or the Association, whichever is applicable.

15.2 General Provisions

15.2.1 Every employee shall have the right to present grievances in accordance with these procedures with or without representation by the Association. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an agent of the District and having it resolved without intervention or representation by Association representatives.

15.2.2 In any instance where the Association is not participating in a grievance, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

15.2.3 The failure of the grievant or the grievant's representative to act within the prescribed time limit stated in this Article will act as a bar to any further appeal. The failure of the District or its agent to give a decision within the time limits shall permit the grievant to proceed to the next step.

15.2.4 Hearings and conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present to attend. When such hearings and conferences are held during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference.

15.2.5 Any investigation or other handling or processing of any grievance by a grievant or the grievant's representative shall be conducted in a manner that minimizes interruption and interference with the instructional program.

15.3 Levels in the Grievance Procedure

15.3.1 **First Level.** Within twenty (20) school days of the unit member's assigned work year from the date the grievant knew or should have known of the occurrence of the event giving rise to the grievance, the

grievant must file in writing with grievant's immediate supervisor a report of grievance. This report must describe the event giving rise to the grievance, must list the specific provisions of this Agreement which were allegedly violated, and must state the remedy sought by the grievant. The grievant must sign the report of grievance. The grievant's immediate supervisor must respond with a written decision within twenty (20) school days following the receipt of the grievant's report of grievance.

15.3.2 **Second Level.** In the event that the grievance is not considered by the grievant to be satisfactorily resolved at the first level, the grievant may appeal to the Superintendent or designee, by transmitting to the Superintendent's office within twenty (20) school days following receipt of the Level I reply, a copy of the original report of grievance and a copy of the Level I reply with the notation that the grievant is appealing to Level II. The Superintendent or designee must respond with a written decision within twenty (20) school days. The Association may, when filing an Association grievance, commence the grievance at the second level.

15.3.3 **Third Level.** In the event that no decision is communicated within twenty (20) days, or the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) school days request in writing that the Association submit the matter to final and binding arbitration.

If the Association decides to submit the grievance to arbitration, it will so notify the grievant and District within twenty (20) school days of such request. The parties shall then be governed by the rules of the American Arbitration Association in the selection of the arbitrator and the conduct of the arbitration hearing unless otherwise agreed to in writing.

The arbitrator shall have no authority to add to, delete or amend the terms of the agreement.

Costs of the arbitrator, including fees and expenses, shall be shared equally by the Association and the District. Other expenses, including witness fees, if any, shall be borne by the party incurring them.

Article 16. Transfers

16.1 Definitions.

- 16.1.1 A **transfer** is a change of work location between schools or other education facilities.
- 16.1.2 A **voluntary transfer** is one in which the transfer proceedings are initiated by the unit member.
- 16.1.3 An **involuntary transfer** is one in which the transfer proceedings are not initiated by the unit member.
- 16.1.4 A **reassignment** is a change of department(s) (secondary, 6-12) or grade level(s) (elementary, K-5) at a worksite.
- 16.1.5 A **vacancy** is a bargaining unit position the District has decided to fill through either transfer or the employment of a certificated employee.

16.2 Notice of Vacancies.

- 16.2.1 Bargaining unit vacancies shall be advertised in the District's central office. In addition, all unit members will be notified of vacancies by District email. These will be posted at the school site. Each notice of vacancy shall specify the site, subject, and/or grade level, and work year of the vacant position. The notice shall specify a deadline for transfer request, which shall not be less than five (5) workdays from the initial date of the posting. The Association President shall be provided a copy of the notice of vacancy.
- 16.2.2 The District is exempt from posting vacancies five (5) workdays prior to the first day of school and five (5) workdays after the first day of school (Traditional School year, Modified School year, Tracks A, B, C & D) in order to place a teacher in a class as close to the beginning of the school year as possible.

The voluntary transfer window for each school year will close on January 15th. If a vacancy opens after this date, the position would be filled using a temporary employee for the remainder of the school year. The vacancy will be posted and filled as outlined in Section 16.3 for the following school year. The temporary employee is not eligible to remain or compete for the position he or she is temporarily filling.

16.3 Voluntary Transfers

- 16.3.1 Unit members who submit timely application to be considered for a posted vacancy shall be interviewed prior to applicants from outside the District.
- 16.3.2 Unit members denied a voluntary transfer for a specific vacancy shall be provided the reason(s) for the denial in writing.
- 16.3.3 Unit members who believe that they were unfairly denied a transfer shall have the right to request a review of the transfer decision by the Association. The Assistant Superintendent, Human Resources and not more than two (2) Association representatives designated by the Association President, shall attempt to informally resolve unit member appeals, provided that the Association requests a review within fifteen (15) working days of the employee's notice of non-selection for a posted vacancy.
 - 16.3.3.1 In the event the matter is not resolved informally within ten (10) working days, (or longer by mutual agreement), the matter may be referred to the grievance procedure at Level II.
- 16.3.4 The filing of a Request for Transfer shall not jeopardize the employee's current assignment. A request for transfer may be withdrawn by the employee applying for the transfer at any time, unless the teacher has accepted an offered transfer.

16.4 Involuntary Transfers

- 16.4.1 **Involuntary transfers as a result of changes in enrollment.** Involuntary transfers to accommodate a change in school enrollment necessitating either the addition or deletion of staff shall be made following these procedures:
 - 16.4.1.1 The District shall first attempt to add or delete staff by transferring qualified unit members who have volunteered to transfer.
 - 16.4.1.2 In the event the staff adjustment(s) cannot be accomplished by transferring qualified unit members who have volunteered to transfer, the selection of which unit member(s) are to be transferred shall be based on:
 - a. Scope of credential(s),
 - b. Experience and ability(ies), and
 - c. Program need.

- d. In the event a. through c. are essentially equal, the District shall transfer the least senior unit member meeting the criteria of a. through c.

16.4.2 **Other Involuntary Transfers.** The District may make involuntary transfers at any time for any of the following reasons:

16.4.2.1 To establish or maintain necessary capabilities at any school for bilingual instruction, or any other form of specialized program.

16.4.2.2 To provide an employee with an opportunity to have his performance appraised in a different context or by a different evaluator.

16.4.3 In making involuntary transfers, the District shall follow these procedures:

16.4.3.1 The Personnel Office shall notify the employee in writing of the District's intent to transfer the employee and the reason(s) for the intended transfer.

16.4.3.2 Unit members who believe that they were involuntarily transferred unfairly shall have the right to request a review of the transfer decision by the Association. The Assistant Superintendent, Human Resources and not more than two (2) Association representatives designated by the Association President, shall attempt to informally resolve unit member appeals, provided that the Association requests a review within fifteen (15) working days of the employee's notice of intent to involuntary transfer.

16.4.3.3 In the event the matter is not resolved informally within ten (10) working days, (or longer by mutual agreement), the matter may be referred to the grievance procedure at Level II.

16.5 **Reassignment.** Reassignment requests shall be considered by the site principal prior to the District's posting of vacancy. In making reassignment decisions, the principal shall consider the needs of the school's program, the credential(s) of the unit member(s), the unit member(s) experience and abilities, and the wishes of the unit member(s).

16.6 **District Rights.** The District reserves the right to make any reassignment or transfer of an employee to any position within the classification of that employee in any field in which the employee's credential or certificates authorize service subject to the procedures set forth herein.

16.7 **Promotional Vacancies.** Where vacancies exist within the District in positions that are regularly considered as potential promotional opportunities for bargaining unit members, such vacancies shall be posted by position and site. Such vacancies shall include, but not be limited to, Teachers on Special Assignment and Counselors.

Article 17. Discipline Short of Dismissal

- 17.1 The Association recognizes that the District has the right and responsibility to take disciplinary action when there are instances of unprofessional conduct relating to Education Code 44939, 44940 and/or 44942.
- 17.2 In exercising this responsibility, the District agrees to progressive discipline, except where the severity of the offense requires otherwise. In all instances, the discipline applied must relate to the severity of the offense, be for just cause, and include due process.
 - 17.2.1 The District shall notify the Association, in writing, and concurrently with notification to the unit member of any contemplated disciplinary action. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of the rules, regulations, or statutes which the unit member is alleged to have violated. A unit member shall not be disciplined for any violation of rules, regulations or statutes of which the employee has not been apprised. All information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.
- 17.3 Progressive discipline shall include the following:
 - 17.3.1 Level 1 - Verbal warning from site and/or District administrator.
 - 17.3.1.1 Verbal warning shall specify the conduct that may need to be modified, containing suggestions for modification and advising the unit member of the next level of discipline.
 - 17.3.2 Level 2 - Written warning from site and/or District administrator.
 - 17.3.2.1 Written warnings shall specify the conduct that may need to be modified, containing suggestions for modification and advising the unit member of the next level of discipline.
 - 17.3.3 Level 3 - A written reprimand may be issued for a repeated infraction or violation. In that event, the unit member may, pursuant to Education Code section 44031, respond in writing and have that response attached to the reprimand and placed in the file.
 - 17.3.4 Level 4 - Suspension, without pay, up to 10 days, or other corrective disciplinary action(s) consistent with the type of offense based upon the severity of the offense(s).
 - 17.3.5 Notice of Suspension and Right to Grieve/Arbitrate. When an employee is given notice of a suspension, he/she shall be given

concurrent notice of his/her right to grieve beginning at Level 2 as provided in Article 15. He/she must initiate the grievance within twenty (20) days of the receipt of said notice. If the employee is not satisfied at this grievance level, he/she may take the case to binding arbitration as provided in Article 15. The employee shall be given notice of his/her right to be represented by PSTA.

- 17.3.6 Except as disciplinary actions may be introduced in support of actions taken under Education Code sections 44932 and 44944, this Article shall not be construed as modifying those provisions or dismissal for cause.
- 17.3.7 Immediate suspension may be made for those reasons specified in Education Code section 44939; however, such suspension shall be with pay pending the outcome of the arbitration.
- 17.3.8 Suspension may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits.

Article 18. Early Childhood Education

- 18.1 Head Start/State Preschool and Day Care teachers shall enjoy all the provisions of this Contract except where specifically identified or as modified below.
- 18.2 Head Start/State Preschool and Day Care teachers will be provided time during the regular instructional day to be trained in required safety, health, first aid and CPR classes.
- 18.3 Head Start/State Preschool and Day Care teachers shall be reimbursed at the District mileage reimbursement rate for travel required for parent visitation.
- 18.4 The defined workday for Head Start/State Preschool and Day Care teachers shall be clearly identified with a maximum of eight (8) hours.
- 18.5 Head Start/State Preschool and Day Care teachers shall be notified of their assignment five (5) days prior to each school year.
- 18.6 Whenever a Head Start/State Preschool or Day Care teacher is required to stay beyond his/her workday with students who have not been picked up, he/she shall receive compensatory time on a quarterly hour basis.
- 18.7 The following provisions shall not apply to Early Childhood Education teachers: Article 4.1, 4.3 and 4.4, Article 5, and Article 13. Early Childhood Education openings need not be posted with K-12 staff.

Article 19. Adult Education

- 19.1 Adult education teachers shall enjoy all the provisions of this contract except where specifically identified or as modified below.
- 19.2 Adult education teachers shall be given notice of tentative class assignments for the ensuing school year prior to August 15.
- 19.3 **Work Day.** Full-time adult education teachers shall work forty (40) hours per week with five (5) fifty (50) minute preparation periods.
- 19.3.1 Full-time teachers shall have a thirty (30) minute, duty-free lunch within the workday.
- 19.3.2 Hourly adult school teacher's schedule shall allow for a minimum of a thirty (30) minute unpaid break between scheduled assignments of three (3) hours or more.
- 19.4 **Substitutes.** Adult school teachers who substitute for another teacher at the school shall be paid at their regular per diem or hourly rate.
- 19.5 **Notice of Vacancies.** All new vacancies shall be posted as per the contract. If regularly scheduled classes continue past the ending of the traditional calendar, they shall not be considered as summer school classes.
- 19.6 **Wages.** Hourly adult school employees shall be compensated at their regular hourly rate for any mandated meetings. Such compensation shall be for one (1) hour only, but meetings shall not be limited to one (1) hour.
- 19.7 The following provisions shall not apply to Adult Education teachers: Article 4.1, 4.2, 4.3, 4.4, Article 5, Article 14, and Article 16.

Article 20. Severability

- 20.1 **Agreement Validity.** Each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section part, term or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation.

Article 21. Concerted Activities

- 21.1 **Concerted Action Pledge.** It is expressly agreed by both parties that there will be no strike, work stoppage, slowdown, job action, picketing other than informational picketing, or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with the operations of the District, by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other union organizations to engage in such activity.
- 21.2 **Compliance.** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, concerted action or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action upon written notice to the Association, by delivery to any Association officer, in hand, by telegram, or otherwise.
- 21.3 **Violation.** It is understood by the parties that any employee violating this Section may be subject to discipline, including termination, by the District.

Article 22. Support of Agreement

- 22.1 The District and the Association agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiation process. Therefore, it is hereby agreed that the Association and the District will support this Agreement for its term.
- 22.2 The District shall provide copies of the contract for all bargaining unit members to be distributed by the Association.

Article 23. Effect of Agreement; Entire Agreement

- 23.1 The specific provisions of this Agreement prevail over District practices and procedures and over state laws to the extent permitted by state law. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

During the term of this Agreement, the Association expressly relinquishes the right to meet and negotiate further. However, negotiations as to the school calendar and orientation period are excepted from this provision, and shall be negotiated between the parties outside of this Agreement.

This Article is not intended to relieve the District of the obligation to bargain prior to changing any matter not referred to in this Agreement related to wages, hours or other terms and conditions of employment as defined in Article 3543.2 of the Rodda Act nor to waive the Association's right to insist upon such negotiations.

Article 24. Year-Round Education

- 24.1 **Track Assignment.** During the semester prior to the beginning of year-round education at a school site, absent overriding District need, track assignments shall be made as follows:
- 24.1.1 Unit members will indicate choice(s).
 - 24.1.2 Where two (2) or more unit members are seeking the same track assignment, assignment shall be determined by continuous site seniority.
 - 24.1.3 When unit members voluntarily change grade level, they will accept the track assignment available at that grade level.
 - 24.1.4 Track assignments shall not be punitive or disciplinary in nature.
- 24.2 **Off Track Duty.** Unit members who are on intersession shall not be required to attend faculty meetings.
- 24.3 **Lockable Storage.** The District shall provide a lockable storage space to store instructional materials for teachers on intersession.
- 24.4 **Special Schedules**
- 24.4.1 In fulfilling program needs for year-round education, an extended work year may be required for certain job classifications. Qualified unit members shall be given consideration under the voluntary transfer provisions of Article 16 for such extended year positions.
 - 24.4.2 The criteria for such positions shall be as follows:
 - 24.4.2.1 Incumbents in the position to be extended shall have the right of first refusal.
 - 24.4.2.2 Absent overriding District need, extended year days for year-round education shall be filled on a voluntary basis.
 - 24.4.2.3 Unit members working extended year days in year-round education shall be compensated at their hourly or daily rate.
- 24.5 **Exchange Days.** The practice of teachers trading days will be allowed with the following provisions:
- 24.5.1 A maximum of eight (8) days per school year will be allowed for each teacher.

- 24.5.2 Requests must be submitted to the building principal at least five (5) working days prior to the trade unless there is a serious emergency. In no case will a trade be allowed that is not approved by the building principal in advance of the trade. If disapproved, the reason(s) for disapproval shall be put in writing.
 - 24.5.3 All trades must be accomplished within a given fiscal year.
 - 24.5.4 When a trade is requested which would affect two (2) schools, both building principals must approve the trade.
 - 24.5.5 If the unit member who is responsible for being in that classroom should be absent because of illness, the sick day shall be charged to that unit member.
- 24.6 **Class Increases.** Unit members on the year-round education program shall have their salaries adjusted retroactively to the beginning of their respective work year upon submission of course credits in accordance with established District policy and procedure.

Article 25. Site-Based Restructuring Program

- 25.1 The procedures set forth below shall apply when a school site staff desires to implement a Site-Based Restructuring Plan (SBRP).
- 25.2 At the site where the principal and the certificated bargaining unit staff voluntarily elect to enter into a pilot SBRP, the plan shall be included in the annual schools plan submitted to the Governing Board for approval.
- 25.3 It is agreed that any financial assistance necessary to implement SBRP must be funded from the existing school site budget.
- 25.4 Whenever a SBRP requires a modification of the Collective Bargaining Agreement, the plan must be forwarded to the District and Association for pre-approval. If the District and Association approve the plan, a vote of the certificated bargaining unit members shall be scheduled at the school site in question. At least 75% of the certificated bargaining unit members assigned to the site must vote to approve the plan. If the plan is approved by the required percentage, the plan will take effect for one year and the site shall vote again by March 15 of the implementation year for continuation in the following year. The plan must be submitted for pre-approval by February 1 of any given year and any vote must be conducted by March 15 of any given year. All votes shall be by secret ballot and conducted by the Association.

Article 26. Term of Agreement

This Agreement shall remain in effect from July 1, 2012, up to and including June 30, 2014, and shall continue in effect until a successor Agreement is reached. The Association and the District agree that either party may notify the other party in writing no later than January 15, 2013, regarding the reopening of negotiations on salary and benefits for and up to two (2) other articles for the 2013-2014 school year. In addition to the foregoing, either party may reopen 2012-2013 negotiations to address any unforeseen circumstances (for example - passage of the Molly Munger Initiative).

Palm Springs Unified School District

**Palm Springs Teachers’
Association/CTA/NEA**
