

Collective Bargaining Agreement

Between

Princeton Joint Unified School District

and

Princeton Association of Teachers (PAT)

Effective:

July 1, 2023 - June 30, 2026

Princeton Joint Unified School District

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ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Princeton Joint Unified School District (“Board”) and the PAT/CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

ARTICLE 2: RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board for purposes of meeting and negotiating excluding:
 - 2.1.1 Management, confidential, and supervisory employees, as designated by the Board.
 - 2.1.2 Temporary employees.
 - 2.1.3 Long-term and day-to-day substitutes.

ARTICLE 3: DEFINITIONS

- 3.1 “Unit Member” refers to any employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.2 “Working Days” means days of active duty assignment for unit members.
- 3.3 “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.

ARTICLE 4: NON-DISCRIMINATION

- 4.1 The Board and Association shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization, or participation in the activities of an employee organization in the management of this contract.
- 4.2. Teacher application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

- 4.3 The District properly may refuse to process any discrimination grievance if a unit member exercises any other available legal remedial procedure.

ARTICLE 5: NEGOTIATION PROCEDURES

- 5.1 When the public notice requirements of law have been met, the Board shall meet and negotiate with the Association. Any agreement reached between the parties shall be reduced in writing and signed by them. These agreements are tentative subject to final adoption of the full contract.
- 5.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 5.3 The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 5.4 Negotiations shall take place at mutually agreeable times and places. The times of the sessions, to the extent feasible, shall be equally divided between released time from duty and use of after-duty hours of members of the unit.
- 5.5 The Association shall designate no more than three (3) representatives for purposes of negotiations with the District.
- 5.6 The Board shall furnish the Association, upon request, two (2) copies of all reports available to the public. The Board may charge the Association a sum equal to the expenses necessary to perform this service.
- 5.7 Either party may caucus as necessary during negotiations.
- 5.8 Not later than October 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.
- 5.9 Whenever possible, the next meeting's agenda will be the last item of the previous session together with the next meeting date.

ARTICLE 6: PERSONNEL FILES

- 6.1 An employee shall not be entitled to review ratings, reports, or records that (A) were obtained prior to the employment of the unit member, or (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.
- 6.2 A teacher shall be provided with a copy of any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given fourteen (14) working days to initial and date the material and to prepare a written response to such materials. A written response if submitted within the fourteen (14) working days shall be attached to the material.

- 6.3 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.
- 6.4 The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 6.5 The District shall maintain the personnel files in the District Office.

ARTICLE 7: ASSOCIATION RIGHTS

- 7.1 The Association and its members shall have the right to make use of school equipment, buildings, and facilities upon prior approval of the Superintendent at times which do not interfere with the educational program of the District.
- 7.2 The Association shall have the right to post notices of activities and matters of Association concern on designated Association bulletin board space, which shall be provided in each school building in areas frequented by teachers. The Association may use teacher mailboxes for communications to teachers subject to reasonable rules and regulations. Materials disseminated shall not be derogatory of District programs, practices, and personnel, nor shall they incite disobedience of District rules, regulations, or state law.
- 7.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at times which do not interfere with assigned duties of employees.
- 7.4 The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's office ninety-six (96) hours prior to said meeting.

ARTICLE 8: DISTRICT RIGHTS

- 8.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other provisions of the Agreement.
- 8.2 Included in, but not limited to, those duties and powers are the exclusive right to:

Determine the times and hours of operation including instructional time, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals, and objectives, ensure the rights and educational opportunities of students, determine staffing patterns, determine job descriptions, determine classifications, determine the

number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work to non-employees or employees outside of the bargaining unit as long as such contracting out does not result in a layoff, and take any action on any matter in the event of an emergency. The Board also reserves the right to hire, classify, evaluate, assign, reassign, promote, lay off, terminate, and discipline employees. In addition, the Board retains the right to determine the impacts and effects of any action taken under this Article, or other provisions of the Agreement, except as specified in this Agreement.

- 8.3 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, 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 specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE 9: PERSONAL AND ACADEMIC FREEDOM

- 9.1 Unit members shall be entitled to full rights of citizenship and no personal, religious, or political activities of any teacher (or the lack thereof) shall be grounds for any disciplinary action or discrimination in regards to employment – providing these activities do not violate any reasonable District regulation and/or state or federal law.
- 9.2 The District shall not interfere with a unit member’s freedom of speech or use of materials in the classroom unless such speech or materials are not relevant to the purpose for which the class was created, are not suitable to the maturation level of the children being taught, or are not necessary for the learning experience.
- 9.3 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the right of employees to refuse to form, join, and participate in employee organization activities, and in any way support employee organization activities.

ARTICLE 10: DUES DEDUCTION

- 10.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as directed by the Association.
- 10.2 The Association agrees to furnish any information requested by the District to implement this Article.

- 10.3 The Association shall completely indemnify and completely hold the District harmless, including legal fees, from any claims, demands or lawsuits arising out of or from the implementation of this Article.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 Definitions

- 11.1.1 A “grievance” is a formal written allegation by the grievant that he/she has been adversely affected by a violation of the specific provisions of this agreement. Other matters for which a specific method of review is provided by law or by rules of the employer are not within the scope of this procedure.
- 11.1.2 A “grievant” is (1) a unit member, (2) a group of unit members, (3) an Association representative acting on behalf of and with written authorization from a unit member or members.
- 11.1.3 A “day or working day” is an assigned workday for the unit member (Section 3.2).
- 11.1.4 The “immediate supervisor” is the lowest level administrator having line supervisory authority over the grievant who has been designated to adjust grievances.
- 11.1.5 A “party in interest” is the District, the grievant, or their designated representatives.

11.2 Procedures

11.2.1 Problem Solving Level

Within ten (10) working days after a unit member knew or should have known of the act or omission upon which the problem is based, the aggrieved person or persons will discuss the problem with the appropriate Supervisor.

11.2.2 Level One

If a satisfactory solution is not achieved at the informal level within ten (10) working days after the problem-solving conference, the grievant must present the grievance in writing on the District Certificated Grievance Form to the Superintendent (or designee).

This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, the circumstances and people involved, citation of the specific Article, section and paragraph of this Agreement

that is alleged to have been violated, a brief summary of how it has been violated, the decision rendered at the problem-solving level, and the specific remedy sought. The Superintendent (or designee) shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance. Within the above time limits, either party may request and shall be granted a conference.

11.2.3 Level Two

In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision on the District Certificated Grievance Form to the Governing Board within five (5) working days.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Governing Board shall, within thirty (30) calendar days of receipt of the appeal, hold a hearing on the allegations. The Board shall review the record and shall take additional testimony upon request of the grievant. If deemed necessary by the Board for a full understanding of the alleged grievance, the Board may schedule additional testimony on its own motion. The Board shall communicate its decision within fifteen (15) working days after the date of the hearing. The decision of the Board shall be the final decision of the District. Parties of interest will be given ten (10) working days notice of the date, time and place of the Board hearing. Failure of a party to give requested testimony at the hearing will constitute grounds for dismissal of the grievance by the Board.

11.3 Guidelines

11.3.1 A grievant may be self-represented at all stages of the grievance procedure. In the alternative, he/she may be represented by the Association or any other person. If the grievant is not represented by the Association, the Association shall still have the right to be present and to state its views at all stages of the grievance procedure. In the event grievant chooses self-representation, no final solution of a grievance shall be made by the District until the Association has received a copy of the grievance, any proposed solution, and has been provided an opportunity to file a written response. The Association must exercise its response privilege within ten (10) days of the receipt of the grievance and a proposed solution.

11.3.2 Nothing in this Article shall be construed as preventing any party to a grievance from seeking the advice and counsel of a representative of their choice.

- 11.3.3 All communications required to be in writing shall be served by United States mail or delivered personally and shall be acknowledged by a signed receipt notice.
- 11.3.4 Unit members required to be absent from their duties when directly involved in a grievance hearing as an Association representative or witness shall not suffer any loss of pay.
- 11.3.5 Forms for filing and processing grievances shall be prepared by the Superintendent in consultation with the Association and copies shall be available at each school site office.
- 11.3.6 Timelines as stated in the grievance procedure are maximums. Every effort should be made to expedite a grievance as quickly as is feasible. If the grievance is filed at a time when summer schedules would make its resolution difficult, its processing may, by mutual consent, be held over until the opening of school in the fall.
- 11.3.7 A grievance filed against the Superintendent/Principal, shall have its first hearing at the Level II step of this procedure.
- 11.3.8 The Association may, as an Association, grieve a right that is inherent to the Association as an entity, but a condition of employment must be grieved by the unit member or members.
- 11.3.9 Conference times will be scheduled at the discretion of the District.

ARTICLE 12: PUBLIC CHARGES

Except as required by law, the Board shall not allow public discussion of charges or complaints against individual unit members during the open portion of a school board meeting. All such charges shall be referred to the Superintendent/Principal for investigation. In addition, unless prohibited by law or unless disclosure would compromise the investigation, a unit member shall be advised of any complaint or charge lodged against him/her. District Administration will encourage complainants to discuss the issue with unit members directly. If the charges/complaints are deemed serious enough to warrant investigation, the following procedures will be utilized:

- 12.1 Superintendent/Principal or designated representative will conduct an appropriate investigation into the charges made. If no substance to the complaint is found, the issue will be dropped, and no entry will be made in the personnel file.
- 12.2 If either the Superintendent/Principal or the unit member deems an administrative conference is advisable, an appropriate conference will be held. The complainant will be notified and requested to be present personally and/or submit the complaint in writing.

- 12.3 If a satisfactory resolution is achieved, the matter will be dropped. Failure of a complainant to attend the conference or to submit written charges will cause the matter to be dropped.
- 12.4 A copy of the complaint with the resolution attached will be placed in the unit member's personnel file.
- 12.5 If either the complainant or the unit member is not satisfied with the Superintendent's proposed resolution, he/she may appeal the entire matter to the Board. Unless the unit member requests a public hearing, the hearing shall be conducted in closed session. The Board's decision will be the final decision of the District. Either party to the Board Hearing may be represented by an advisor of their choosing. A copy of the complaint with the Board's resolution attached will be placed in the member's personnel file.
- 12.6 Violations of procedures specified in this Article are grievable. Resolutions made under this Article are not grievable.

Notwithstanding any other provision herein, this Article shall not apply in cases involving complaints against unit members in which the subject matter is addressed under state or federal law including, but not limited to complaints involving child abuse, sexual harassment, discrimination, civil rights and other statutory violations.

ARTICLE 13: DISCIPLINE LESS THAN DISMISSAL

- 13.1 This Article was entered into pursuant to Section 3543.2(b) of the Government Code.
- 13.2 An employee shall not be disciplined without just cause. The term "discipline" specifically does not include negative or adverse evaluations, warnings, directives, and the implementation of other Articles in the Agreement such as the denial of any leave.
- 13.3 An employee shall not be disciplined without prior notice and an opportunity for a conference upon request of the employee.
- 13.4 With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:
 - 13.4.1 The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) workdays under Education Code section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that may be deemed sufficient by the

District to dismiss or suspend without pay such probationary employees are:

13.4.1.1 Unsatisfactory performance determined pursuant to the Stull Act (Education Code Sections 44660, et seq.);

13.4.1.2 Cause, as defined in Education Code Section 44932.

13.4.2 The District Superintendent shall give thirty (30) calendar days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.

13.4.3 If the notice of dismissal or suspension is given, the employee shall have fifteen (15) working days from receipt of the notice of dismissal or suspension to submit to the Board of Trustees a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) working days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in the Grievance Procedure shall constitute the hearing on dismissal or suspension. The Board's decision shall be final.

13.5 All unit members employed prior to 1983-84 are subject to suspension for up to fifteen (15) working days for just cause. Hearing opportunities are as listed in 13.4.3. Dismissal proceedings based upon just cause for those employees hired prior to 1983-84 shall be determined by the provisions outlined in the Education Code.

ARTICLE 14: TEACHING HOURS

14.1 The length of the teacher workday including a thirty (30) minute duty-free lunch, shall not exceed seven and one-half (7½) hours; excluding field trips scheduled by the unit member as part of his/her instructional program. On minimum days declared by the District for the sole purpose of early dismissal, unit members are freed from the duty assignment one-half (½) hour after dismissal of students.

14.2 The District may, on a need basis, schedule up to sixty (60) hours per year of each teacher's time in addition to the regular workday, described above. This time may be used for, but is not limited to:

- (a) Faculty meetings
- (b) Professional growth/in-service training
- (c) Parent conferences
- (d) Administrative conferences
- (e) Sponsorship of student clubs
- (f) Supervision of student activities
- (g) Open house

Whenever possible, unit members will be given twenty-four (24) hours notice of such assignments, except for those regularly scheduled on the duty roster.

- 14.3 During the regular workday, junior and senior high school teachers shall have no more than thirty-five (35) hours of student contact per week including six (6) hours of classroom assignments per day.
- 14.4 During the regular workday, elementary school teachers shall have no more than thirty five (35) hours of student contact per week.
- 14.5 Junior and senior high school teachers shall have five (5) hours and five (5) unassigned periods per week set aside exclusively for preparation and planning, except for emergency assignments to cover another unit member's absence.
- 14.6 When a unit member is directed to cover another unit member's absence, he/she shall be paid twenty-five (\$25.00) for a single period and fifty dollars (\$50.00) for a block period. The unit member may choose to receive either pay or compensatory time off (comp time) in lieu of pay.
 - 14.6.1 Unit members who select pay will be paid for accrued time monthly.
 - 14.6.2 A full day's entitlement to comp time shall be earned when the unit member has covered either six (6) single periods or three (3) block periods.
 - 14.6.2.1 Total comp time earned shall not exceed three (3) days in any school year.

Comp time shall be taken in full day increments.
 - 14.6.2.2 Comp time accrual shall not exceed two (2) full days at any given time during the school year.
 - 14.6.2.3 Comp days off may not be taken during the first or last five (5) workdays of the school year and may not be carried over to the following school year.

14.6.2.4 Any unused comp time, whether full or partial days, that have been accrued through the last contract day of the school year shall be included in the employee's June payroll.

14.7 Unit members who cover during a member's absence shall be paid on the tenth of the month following the assignment.

ARTICLE 15: WORK YEAR AND PAY RATES

15.1 Work Year

The work year shall not exceed one hundred eighty-three (183) days for returning unit members and one hundred eighty-four (184) days for new employees of the unit; inclusive of workdays, conference days, and in-service days, and shall not exceed one hundred eighty (180) instructional days. The school calendar may include a maximum of two (2) days of preschool in-service activities or administrative related responsibilities for returning unit members and a maximum of three (3) days for new unit members, and one (1) day at the end of the year for all teachers. These days shall not be on a weekend or holiday, except by mutual agreement between the Association and the District.

15.2 Pay Rates

The daily rate of pay shall be the annual salary divided by one hundred eighty-three (183). The hourly rate of pay shall be the daily rate divided by seven (7).

15.3 Extended Year

Nothing in this Article is to be interpreted as prohibiting a unit member from serving an extended year on terms mutually agreed to by the member and the District.

15.4 Calendar

The Superintendent, after consultation with the Association and the Board, shall set the opening and the closing date of the school calendar and establish the annual holiday dates.

ARTICLE 16: LEAVES

16.1 Definitions

16.1.1 A "paid leave" is a leave during which the employee receives pay and other fringe benefits according to the terms of this contract.

- 16.1.2 An “unpaid leave” is a leave during which the employee does not receive salary payments. Other district benefits contributed to by the District are continued in effect.
- 16.1.3 An “unpaid non-benefit leave” is a leave during which the employee does not receive any benefits earned as an employee. The employee may continue health and insurance coverages by reimbursing the District office for the full cost of those programs.
- 16.1.4 “Immediate family” is defined as spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).

16.2 Sick Leave

Every teacher shall be entitled to ten (10) days of paid sick leave each full year of employment.

- 16.2.1 Unused sick leave shall accrue from school year to school year.
- 16.2.2 The District shall provide each unit member with a written statement of (1) their accrued sick leave total and (2) their sick leave entitlement for the school year. Such statements shall be provided no later than October 15 of each school year.
- 16.2.3 Summer school teachers may utilize during the summer any sick leave accumulated during the regular school year.
- 16.2.4 The Board may require a physician’s verification of illness if a teacher has been on sick leave three (3) or more consecutive days or if a pattern of abuse is present.

16.3 Employee Leaves

The District will comply with applicable laws regarding employee leaves, including the California Education Code, California Family Rights Act, and California Pregnancy Disability Leave.

16.4 Extended Sick Leave

Any unit member who is absent from his/her duties on account of illness or accident for a period of five (5) months (100 workdays) or less shall receive the regular salary due the employee less the sum which is actually paid a substitute

employee employed to fill the position during the absence of the regular employee. Benefits accruing under this provision shall be used only after entitlement to all regular sick leave, accumulated sick leave, or other available paid leave has been exhausted.

These benefits under this section shall run concurrent with other leave benefits.

As an example: If an employee has a total of forty (40) days of paid leave accruing from sick leave, they may be entitled up to an additional sixty (60) days leave for illness or injury under the provisions of this section at the differential rate set forth above.

16.5 Industrial Accident and Illness Leave

A unit member involved in an industrial accident or illness which results directly from his/her employment with the District shall qualify for the following benefits.

Qualification for industrial accident or illness leave shall be determined by the District's current insurance carrier.

- 16.5.1 Allowable leave for each industrial accident or illness shall be sixty (60) working days.
- 16.5.2 Allowable leave shall not be accumulative from year to year.
- 16.5.3 All industrial accident or illness leave will commence on the first day of absence.
- 16.5.4 Payment for wages lost on any one (1) day due to an industrial accident or illness shall not, when added to an award granted the unit member under the Workers' Compensation laws of the state, exceed the normal wage for the day.
- 16.5.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.
- 16.5.6 If an industrial accident or illness overlaps into a second fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 16.5.7 Industrial accident or illness leave is to be used in-lieu of other sick leave entitlement until entitlement under industrial accident or illness leave is exhausted. However, if a unit member is receiving Workers' Compensation, the unit member shall be entitled to use only so much of the accumulated or available sick leave benefits or other paid benefits

that added to the Workers' Compensation award will provide for a full day's wage or salary.

- 16.5.8 Periods of leave of absence, paid or unpaid, will not be considered a break in service. Any unit member receiving benefits as a result of this section shall remain within the State of California unless the Governing Board authorizes travel outside the state.
- 16.5.9 The District Superintendent may request a unit member to submit to an examination by a competent practitioner of the Superintendent's choice in order to maintain eligibility for leave provisions under this section.
- 16.5.10 A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be considered as dismissed.

16.6 Personal Leave

The District may grant a unit member an unpaid non-benefit leave of absence for personal reasons. The District may approve or deny based on the needs of the District. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

- 16.6.1 A unit member shall apply to the District for such leave no later than two (2) months before its anticipated commencement.
- 16.6.2 A unit member on personal leave may continue any benefit program by providing reimbursement to the District.
- 16.6.3 A unit member shall be entitled to request this leave after three (3) years of service to the District.

16.7 Personal Necessity Leave

- 16.7.1 Every unit member shall be entitled to use seven (7) days of his/her paid sick leave allotment during each school year in case of the following:
 - 16.7.1.1 Death or serious illness of a member of the unit member's immediate family.
 - 16.7.1.2 Serious accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.
 - 16.7.1.3 Eminent danger to the home or personal property of the unit member occasioned by flood, storm, or fire.

16.7.1.4 Any other reason approved by the District Superintendent.

16.7.2 A unit member shall not be required to secure advance permission to use Personal Necessity leave in Sections 16.7.1.1, 16.7.1.2, and 16.7.1.3 above. Prior approval is required for Section 16.7.1.4.

16.7.3 Up to two (2) of the seven (7) days shall be granted for other personal reasons. Such days shall be at the employee's discretion and no reason need be given for the absence.

16.7.3.1 The employee shall, however, certify that the absence was not used for concerted activities of any nature, whether Association related or not.

16.7.3.2 These days shall not be used during the first or last five (5) workdays of the school year or to extend a holiday/vacation period.

16.7.3.3 Advance notice to the site administrator is required.

16.8 Bereavement Leave

Every unit member shall be entitled to five (5) days paid leave of absence on account of the death of any member of his/her immediate family. To be eligible for bereavement leave, an employee must have been employed for at least thirty (30) days before taking the leave.

16.9 Jury Leave

Unit members shall be provided paid leave for regularly scheduled jury duty, to appear as a witness in court in response to a subpoena or official order of a court or agency of competent jurisdiction, for reasons brought about through the connivance or malfeasance of the employee. The unit member shall reimburse the District for all payments received for serving on jury duty except mileage and per diem expenses.

16.10 Sabbatical Leave

Unit members who have served seven (7) consecutive years as an employee of the District may be granted a paid or unpaid sabbatical leave on approval of the District Board. The purpose of such leave is to pursue an approved program of study, research, or travel which will be of benefit to the employee in terms of enhancing his/her District service. The number of unit members on leave during any one (1) semester shall be limited to one (1). If the number of eligible certificated employee applicants exceeds the one (1), selection shall be made on

the basis of District service seniority subject only to the same “purpose of program” restriction referred to in the preceding sentence.

While on sabbatical leave, a unit member shall be eligible for sick leave as enumerated in this policy with verification of the attending physician. The District may pay a unit member who is on a semester sabbatical leave his/her full salary for such period. The District may pay a unit member who is on a full year sabbatical leave fifty percent (50%) of his/her full salary for such period. A unit member returning from a sabbatical leave will be entitled to return to his/her original position, unless the employee agrees otherwise at the time leave is granted, and shall serve the District twice the amount of time as their sabbatical leave if the leave was granted on a paid basis. The employee may be required to furnish a guarantee bond for the amount of salary paid while on sabbatical leave.

16.11 Retention of Seniority Rank

Unit members on Board-approved leave will maintain their seniority rank in terms of District services unless otherwise agreed to.

16.12 Professional Development Leave

A unit member may be granted up to three (3) days of paid leave for purposes of improving their instructional performance. Prior approval of improvement activities must be obtained from the Superintendent.

ARTICLE 17: CLASS SIZE

The District will make every effort to keep class size in the District to a level consistent with good educational practices. However, in a small district, class size must depend upon District resources, the educational needs of pupils, and the enrollment trends of the District. Retention by the District of flexibility of assignments and class load is essential to preserve jobs and District functions.

ARTICLE 18: TEACHING CONDITIONS

The Association and unit members shall have the right to consult with the District on instructional materials and suitable facilities in which to teach. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being.

Members of the bargaining unit have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe. A unit member will immediately report any suspected cases of child abuse to the Superintendent/Principal.

ARTICLE 19: REASSIGNMENT AND TRANSFER

19.1 Reassignment

- 19.1.1 The District Superintendent is responsible for the reassignment of all unit members.
- 19.1.2 A reassignment refers to any District-initiated action which results in the movement of a unit member from the position he/she holds immediately preceding such action.
- 19.1.3 In determining the reassignment of unit members, the District Office will give consideration to the following criteria in order of priority:
 - (a) Program needs of the District.
 - (b) The recommendation of the unit member's immediate supervisor.
 - (c) The experience and training of unit members available for reassignment.
 - (d) The seniority of the unit member in the service of the District. (Seniority: Other criteria being equal, no unit member shall be reassigned if there is another member with less District-wide seniority who is credentialed to fill the vacancy.)
- 19.1.4 Reassignment will ordinarily be made at the close of a school year. Upon written request, reasons shall be provided in writing to the reassigned unit member.
- 19.1.5 To the extent feasible, unit members being reassigned at the end of a year shall be notified of their new assignment prior to the closing date of school.
- 19.1.6 An exchange in assignment by mutual consent of the concerned members may be effected upon approval of the District Superintendent.

19.2 Transfer

- 19.2.1 A transfer refers to any member-initiated action which results in the movement of a unit member from the position he/she holds immediately preceding such action.
- 19.2.2 Vacancies in staff positions shall be announced to the staff as they occur, and any appropriately credentialed unit member may request to be transferred to fill any vacancy.
- 19.2.3 In determining the transfer of unit members, the District Superintendent will give consideration to the following criteria in order of priority:

- (1) Program needs of the District.
- (2) The request of the unit member.
- (3) The experience and training of a unit member.
- (4) The seniority of the unit member in the service of the District. (Seniority: Other criteria being equal, if two (2) or more members with the appropriate credentials apply for a vacancy, the member with the greatest seniority shall receive such transfer.)
- (5) The recommendations of the unit member's supervisor.

19.2.4 If a request for transfer is denied, upon a written request, the unit member shall be provided with specific reasons for denial in writing.

ARTICLE 20: CERTIFICATED EMPLOYEE EVALUATION

20.1 The purpose of these guidelines is to ensure that the evaluation of unit members shall meet the requirements of state law and conform in principle to the guidelines established by the State Board of Education to provide for the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibility.

20.2 The District accepts as a fundamental premise for a successful evaluation program the necessity for honest and open communication to exist between the evaluator and those evaluated.

20.3 Evaluation Procedure

No later than the end of the seventh (7th) school week of the year in which evaluation is to take place, the evaluator and the unit member shall meet and mutually agree to the elements under the provisions of law upon which evaluation is to be based.

20.3.1 Every probationary unit member in the first two (2) years of District service shall be evaluated once by the immediate supervisor in writing no later than December 1, and once no later than March 1 each year.

20.3.2 Every other unit member shall be evaluated by the immediate supervisor at least once in writing every other year, no later than May 3, of the year in which evaluation takes place.

20.3.3 The examination may be narrative in nature and shall be based on the requirements of law and the identified needs of the unit member being

evaluated. The evaluator shall not base any evaluation of classroom performance of any unit member upon any information which was not collected through the direct observation of the unit member. Formal classroom evaluations shall be not more than sixty (60) minutes in duration except by mutual consent of the evaluator and the evaluatee, and in no case shall they be less than fifteen (15) minutes in duration.

Three (3) copies of each evaluation report are to be distributed as follows:

- (a) One (1) copy to employee during evaluation conference,
- (b) One (1) copy retained by the immediate supervisor, and
- (c) The original to be forwarded to the District Office to be placed in the evaluatee's personnel file.

20.3.4 The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall be a part of his/her evaluation report.

20.3.5 By May 1, the evaluator shall meet with each evaluated unit member in a private conference at which time the evaluation of the unit member's work shall be discussed and, if necessary, specific suggestions for improvement made. The evaluation report shall serve as a guide for the conference.

20.3.6 By March 1, the evaluator shall meet with any unit member in a private conference whose evaluation does not recommend being retained in employment. The conference shall follow the procedures outlined for probationary teachers.

20.3.7 Any certificated unit member who receives a negative evaluation shall, upon request, be entitled to at least one (1) subsequent observation, conferences, and written evaluations. Any unit member who feels the substantive content of the evaluation received was unjust may request, and shall be granted, a conference with the Superintendent or his/her designee and the immediate supervisor to discuss the issue, and a three (3) year or more employee may request an additional evaluation by a second party.

20.3.8 The unit member's evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and release time under Article 14, for the unit member to visit and observe similar classes in other schools.

- 20.3.9 If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall be sealed from other content in the evaluatee's file after a period of forty-eight (48) months.
- 20.3.10 No unit member shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.
- 20.3.11 Only alleged violations of procedures for evaluation are grievable.
- 20.3.12 The District shall release certificated employees who are chosen to serve on the Commission on Professional Competence in accordance with Education Code Section 44944(G)(d)(2).

ARTICLE 21: CLASSROOM AIDES

Whenever feasible, a unit member shall be involved in the selection process of a classroom aide to be assigned to them. Within legal restraints, each unit member shall mutually establish responsibilities with their assigned instructional aides.

ARTICLE 22: IN-SERVICE EDUCATION

The in-service program components shall be based on the in-service needs of the unit members and the instructional program. A unit member may be scheduled for two (2) days per year for the purpose of in-service training under Article 22 which may include, but not be limited to course work, group experiences such as lectures, and professional meetings and individualized training programs and other District-approved activities. New unit employees may be scheduled for three (3) days of in-service training.

ARTICLE 23: PART-TIME EMPLOYMENT STATUS

Certificated unit personnel desiring to participate in a part-time employment status may do so under the following conditions:

- 23.1 Participation is on a voluntary basis, and subject to Board approval.
- 23.2 To be eligible for this program, the unit member must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the Princeton Joint Unified School District.
- 23.3 The unit member must have reached the age of fifty-five (55).

- 23.4 The reduced workload status will be based on a full school work year as defined in this contract and the minimum equivalent days worked must be equal to one-half (½) of the number of days of a regular work year.
- 23.5 A unit member accepted into this program shall perform instructional services at times mutually agreed upon and set forth in a written contract for such services. These activities, by definition, shall be in the best interest of the District.
- 23.6 A unit member will be accepted into the program on a year-to-year basis, but in no event shall the period exceed five (5) years.
- 23.7 The unit member must submit contributions to the State Teachers' Retirement System based on the amount the unit member would have earned if they were employed on a full-time basis.
- 23.8 Medical benefits shall remain in effect as if the unit member were a regular full-time employee of the District during the contract period.
- 23.9 A unit member electing to participate in this program may return to a regular full-time certificated position in the District if a vacancy for which they are qualified exists or mutual consent of the member and the District Board.

ARTICLE 24: SALARIES

- 24.1 Each employee in the bargaining unit shall be compensated in accordance with their placement on the Certificated Salary Schedule which is attached and incorporated by reference as Appendix "A."
- 24.2 See Appendix "B" for rules governing:
- (a) Salary Schedule Placement
 - (b) Stipends

ARTICLE 25: EMPLOYEE BENEFITS

25.1 Benefits for Active Employees

Employees in the bargaining unit shall be entitled to receive the fringe benefits set forth in Appendix "C."

25.2 Retiree Health Benefits

25.2.1 Employees who retire on or after ratification of this Agreement shall be entitled to receive District-paid medical, dental, and vision premiums in accordance with the following:

- 25.2.1.1 The employee must be at least fifty-two (52) years of age;
- 25.2.1.2 The employee must have rendered fifteen (15) consecutive years of full-time service to the District (i.e., on at least seventy-five percent [75%] of the teaching days of each year); a leave of absence shall not constitute a break;
- 25.2.1.3 The plans shall be either the same plan available to an active employee, or, if appropriate, the plan(s) available to retirees in the month the benefit is received;
- 25.2.1.4 The District monthly obligation shall not exceed the dollar amount paid on behalf of an active employee (or employee plus one [1], as appropriate) for the premium in the month the benefit is received. Receipt of the benefit requires the retired employee to pay the excess, if any, at least one (1) month at a time and two (2) months in advance. Failure to pay will result in permanent cancellation of the benefit;
- 25.2.1.5 The premium shall cover both the employee and, if applicable, the employee's spouse;
- 25.2.1.6 The benefit will be for a period of up to eighty-four (84) months (7 years) or until the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

Effective July 1, 2007, the benefit will be for a period of up to seventy-two (72) months (6 years) or until the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

- 25.2.1.7 In the event of the employee's death, the benefit for the spouse shall continue in accordance with Section 26.2.1.6 above;
 - 25.2.1.8 Except in extraordinary circumstances, the employee shall give at least ninety (90) days notice of intent to retire. The effective date of the retirement shall be at the end of a semester.
- 25.2.2 An employee who has retired and been granted retirement benefits pursuant to this paragraph (26.2), and who subsequently obtains employment with any other employer who provides paid health insurance, shall be required to terminate the health insurance provided by the District and shall forfeit the right to benefits pursuant to this Appendix for the duration of such employment. If such benefits are no

longer available, prior to exhaustion of the one hundred twenty (120) months, or age sixty-five (65) if appropriate, the employee may, upon written application, be reinstated subject to the terms of this paragraph.

- 25.2.3 Employees hired on or after July 1, 2010 will no longer be entitled to district paid retiree benefits. The provisions outlined in Section 26.2 sunset on June 30, 2010 for all new hires. Retiree benefits for existing employees (hired on or before July 1, 2010) to include probationary employees and interns remain unchanged.

25.3 Transition Coverage

Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months.

- 25.3.1 An employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.
- 25.3.2 All such continued coverage is at the sole cost of the employee or other qualified individual.
- 25.3.3 COBRA specifically provides that continued coverage may be subject to an administrative fee (up to two percent [2%] of the monthly premium cost). Any such fee will be established in accordance with COBRA and applicable regulations.

ARTICLE 26: MISCELLANEOUS PROVISIONS

Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall have copies prepared and delivered to the Association for distribution to each member in the District.

ARTICLE 27: CONTINUITY OF SERVICE

Both the District and the Association commit themselves to a continuation of services to the students of the District for the duration of this Agreement. Therefore, the Association and the individual unit members will not conduct or condone any concerted activity that interrupts the education of the students. Also, the District will not lock out any or all of the employees represented by the Association.

ARTICLE 28: EFFECT OF AGREEMENT (ZIPPER CLAUSE)

- 28.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

- 28.2 During the term of this Agreement, the Board and Association expressly waive and relinquish the right to bargain collectively on any matter:
- 28.2.1 Whether or not specifically referred to or covered in this Agreement;
 - 28.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 28.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 28.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.

ARTICLE 29: SHARED TEACHING ASSIGNMENTS

The Governing Board realizes that for personal reasons, a certificated teacher sometimes may prefer to share the responsibility, salary and benefits of a full-time teaching position with one of his/her fellow teachers. When those sharing a position have compatible work patterns and similar goals, this situation can benefit teachers and students alike.

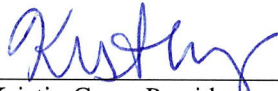
Upon recommendation to the Board of Trustees from the Superintendent, the Board may authorize two (2) teachers to share one (1) full-time teaching assignment under terms and conditions specified under administrative regulations.

ARTICLE 30: DURATION

- 30.1 This Agreement between the parties shall remain in full force and effect from July 1, 2023 through and including June 30, 2026.
- 30.2 This shall finally resolve all issues related to and arising from, bargaining for 2023-24.
- 30.3 Effective the date of ratification of this MOU by both parties, unit members currently employed by the District at the time of such ratification shall receive an increase in compensation at each step and column of the salary schedule as agreed in the adopted 2023-24 salary schedule (Appendix "A").
- 30.4 For the 2024-25 school year, the parties agree that the following may be reopened:
- Article 24: Salaries
 - Article 25: Employee Benefits
 - And two (2) unspecified articles selected by each party.

SIGNATURES


FOR THE PRINCETON ASSOCIATION
OF TEACHERS:



Kristin Gage, President

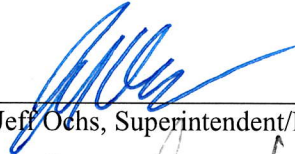


Melissa Boutelle, Negotiating Team Member

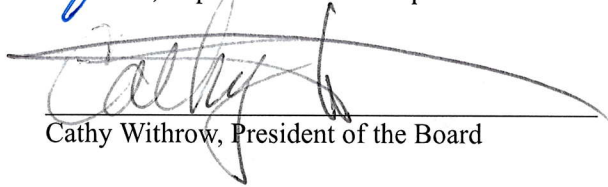


Lisa Pence, Negotiating Team Member

FOR THE PRINCETON JOINT UNIFIED
SCHOOL DISTRICT:



Jeff Ochs, Superintendent/Principal



Cathy Withrow, President of the Board

**APPENDIX A: PRINCETON JOINT UNIFIED SCHOOL DISTRICT CERTIFICATED
EMPLOYEE SALARY SCHEDULES, 2023-2024**

**PRINCETON JOINT UNIFIED SCHOOL DISTRICT
473 STATE STREET, PRINCETON, CA 95970**

2023-24 CERTIFICATED SALARY SCHEDULE

Based on 183 Duty Days

	A	B	C	D	E
STEP	Bachelor's	Bachelor's + 30	Bachelor's + 45	Bachelor's + 60	Bachelor's + 75
	Intern		Master's	Master's + 15	Master's + 30
1	\$45,378	\$48,101	\$49,544	\$51,030	\$52,561
2		\$49,544	\$51,030	\$52,561	\$54,138
3		\$51,030	\$52,561	\$54,138	\$55,762
4		\$52,561	\$54,138	\$55,762	\$57,435
5		\$54,138	\$55,762	\$57,435	\$59,158
6			\$57,435	\$59,158	\$60,933
7			\$59,158	\$60,933	\$62,760
8			\$60,933	\$62,760	\$64,643
9			\$62,760	\$64,643	\$66,583
10			\$64,643	\$66,583	\$68,580
11				\$67,914	\$69,952
12				\$69,273	\$71,351
13				\$70,658	\$72,778
14				\$72,071	\$74,233
15				\$73,513	\$75,718
16				\$74,983	\$77,232
17				\$76,482	\$78,777
18				\$78,012	\$80,352
19				\$79,572	\$81,960
20				\$81,164	\$83,599
21					\$84,435
22					\$85,279
23					\$86,132
24					\$86,993
25					\$87,863
26					\$88,742
27					\$89,629
28					\$90,525
29					\$91,431
30					\$92,345

Note: The Collective Bargaining Agreement (CBA) allows 184 duty days for newly hired certificated employees. For those employees, the contracts reflect the appropriate step and column placement plus one additional paid duty day. Refer to Article 15 of the CBA for additional information.

Master's Degree: \$1,000.00

Doctoral Degree: \$1,500.00

Health & Welfare Cap: \$10,800.00

Board Approved: 08/24/2023

**APPENDIX B: PRINCETON JOINT UNIFIED SCHOOL DISTRICT CERTIFICATED
EMPLOYEE PLACEMENT, PROFESSIONAL GROWTH, AND STIPENDS**

A. Salary Schedule Placement

All personnel covered under this Agreement are to be placed on the salary schedule according to the provisions which were in effect at the time of their initial placement, their training, experience, and length of service.

1. Initial Step Placement

Service outside the District is granted on a one-for-one basis up to five (5) years. The District retains the right to grant more than five (5) years of outside teaching experience if deemed necessary in order to recruit the most highly qualified person for the position.

2. Step Advancement

Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a unit member renders service on at least fifty percent (50%) of the teaching days of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

3. Column Placement/Movement

Unit members will annually be placed on the appropriate column of the salary schedule in accordance with the degrees and advanced preparation they have completed.

- a) Unit members shall receive credit for relevant semester units or equivalent quarter hours earned at an accredited college or university after the completion of a Bachelor's Degree or Vocational Teaching Credential.
- b) When units are unavailable for purchase through an accredited college or university, credit may be granted for District-sponsored or District-approved courses which are completed outside the school day for which the unit member is not compensated by the District.
- c) Credit for such courses will be given on the basis of fifteen (15) hours of course time being equivalent to one (1) semester unit of college credit. All courses must be reviewed in advance and pre-approved by the Superintendent or their designee in writing.
- d) Units completed prior to September 1, with official transcripts or adequate proof of course completion, submitted to the District and received by September 10, shall be credited for that year's salary retroactive to July 1.

- e) For the purpose of proper placement on the salary schedule, each unit member shall submit written verification of training and experience, including advanced degrees, to the Superintendent (typically college transcripts or grade reports).
- f) All academic study and/or experiences used for salary advancement must have a definite relationship to the teacher's professional growth.
 - i) It should clearly relate to improved performance in the classroom.
 - ii) The Superintendent shall determine the appropriateness and acceptance of the experience submitted for step advancement.
 - iii) Application forms for unit approval can be obtained in the school office.
- g) The District shall provide each unit member, upon request, a statement of the number of units that the District has on file for him/her.
- h) Teachers enrolling for more than three (3) semester units, or five (5) quarter units, during the school district semester must have prior approval to exceed this unit limitation if credit on the salary schedule is to be granted.

B. Extra Duty Stipends

Should the District determine to offer the service, the following stipends shall be paid to a unit member who is selected:

Extra Duty Stipend	Amount
Agriculture Teacher (37 Additional Days of Service)	20% of Salary
Athletic Director (With a Master Schedule Period)	\$3,000.00
Athletic Director (Without a Master Schedule Period)	\$4,500.00
Varsity Head Coach (Various Sports)	\$2,500.00
Varsity Assistant Coach (Various Sports)	\$1,750.00
Junior Varsity Head Coach (Various Sports)	\$1,500.00
Junior High Head Coach (Various Sports)	\$250.00
Spirit Advisor (Fall/Winter)	\$1,000.00/Season
Shady Creek Advisor	\$750.00
Teacher-In-Charge	\$1,000.00
ES Yearbook Advisor	\$500.00
HS Yearbook Advisor (Without a Master Schedule Period)	\$1,000.00
ASB Advisor	\$1,000.00
ELPAC Coordinator	\$1,000.00
Homeless/Foster Youth Liaison	\$300.00
Teacher Coverage	\$25.00/Period
Van Coverage	\$25.00/Trip

**APPENDIX C: PRINCETON JOINT UNIFIED SCHOOL DISTRICT CERTIFICATED
EMPLOYEE BENEFIT PACKAGE**

(Effective October 1, 2003)

A. Dental

The District shall provide, subject to local availability, full-time employees, and dependents with a dental plan available through California's Valued Trust.

B. Vision

The District shall provide, subject to local availability, full-time employees, and dependents with a vision plan available through California's Valued Trust.

C. Medical

The District shall provide, subject to local availability, full-time employees and dependents with a medical plan available through California's Valued Trust.

D. Part-Time Employees

Part-time unit members may participate in the District group medical, vision, and dental plans, subject to the following:

1. Upon proper application by a part-time unit member, the District shall pay a prorated portion of the premium.
2. The employee must be at least 0.5 FTE.
3. Thereafter, entitlement shall be based on the ratio of the employee's contractual service to 1.0 FTE.
4. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.

E. Required District Contribution for Premiums

Current cap is \$10,800.00 per year, which is prorated for late hires and early terminations. Should the plan(s) cost more than the District's required contribution, each covered employee shall pay the difference by payroll deduction.

F. IRC Section 125 Plan

The District will establish and maintain an IRC Section 125 "Premium Only" Plan for the benefit of unit members. The cost of initial establishment of the plan, and annual maintenance fees for the premium reduction element of the plan (if any), shall be paid by the District.