

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

**PALO VERDE UNIFIED SCHOOL DISTRICT AND  
PALO VERDE TEACHERS ASSOCIATION**

This Memorandum of Understanding ("MOU") is entered into by and between the Palo Verde Unified School District ("District") and the Palo Verde Unified Teachers Association ("Association") (collectively, the "Parties"):

WHEREAS, the Parties agree that the District urgently needs to collapse a classroom due to a lack of qualified certificated teachers; and

WHEREAS, the Parties agree there are limited recruitment opportunities this late in the year for the District; and

WHEREAS, the Parties agree that the students would be best served by being placed with existing PVTA teaching staff.

NOW, THEREFORE, the Parties agree as follows:

1. The District reinforces the existing language of Article X of the collective bargaining agreement, including the right of the District to staff classes to the maximum amount allowed by Article X. The District enters into this agreement for the sole purpose of amicably resolving this matter with the least amount of time and expense.
2. The Parties agree that for the period of March 13, 2017, through June 2, 2017, certificated employee Jessica DeShazo, certificated employee Breanne Wiggins and certificated employee Alysha Schendel ("Employees") were assigned to classrooms where at least one student, but no more than three students, more than the maximum allowed by Article X were assigned to the three Employees' classrooms.
3. The Parties agree that Employees were not assigned students in excess of the limits established by Article X for more than 52 total days during the 2016-2017 school year.
4. As a result of the additional students assigned to Employees' classrooms, the District agrees to compensate both Employees at a rate of \$30 per day for 52 days totaling \$1,560.00 for each employee. This amount represents wages and earnings and shall be subject to all taxes and statutory withholdings applied to Employees' regular paycheck.
5. The Parties agree that the terms of this agreement are unique to the facts and circumstances of the above provisions and shall not constitute past practice and may not be referred to as precedent in any pending or future matter.
6. This is the full and final settlement concerning this matter, and any and all grievances related to this matter are hereby withdrawn with prejudice.

Dated: 3/14, 2017

  
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Authorized Representative  
Palo Verde Unified School District

Dated: 3/14, 2017

  
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Authorized Representative  
Palo Verde Unified Teachers Association

BOT: \_\_\_\_\_