

**SIDE LETTER
BETWEEN
GREEN DOT PUBLIC SCHOOLS CALIFORNIA
AND
ASOCIACIÓN DE MAESTROS UNIDOS

PROBATIONARY UNIT MEMBERS**

This Side Letter between Green Dot Public Schools California (“GDPS”) and the Asociación de Maestros Unidos (“AMU,” referred to herein collectively with GDPS as the “Parties”) is to memorialize an agreement between the Parties recognizing probationary unit members.

WHEREAS, Article 17.2 of the Collective Bargaining Agreement between the Parties (“CBA”) currently describes the rights of substitutes and temporary employees;

WHEREAS, in lieu of the temporary employee position relating to unexpected vacancies under Article 17.2 of the collective bargaining agreement, the Parties wish to establish a probationary position for unit members hired after the start of a school year to fill unexpected vacancies during the school year, and who are hired to work during that same school year in which they are hired (“Probationary Employee”);

WHEREAS, the Parties wish to affirm that the temporary employment position, established under Article 17.2 of the collective bargaining agreement, for unit members covering absences of regular unit members during the school year, will remain in full force and effect;

WHEREAS, the Parties’ intent is that there is a minimal amount of time between when an individual is offered employment and when they actually start employment with GDPS, and that there is no purposeful delay in order to make an employee probationary instead of regular;

WHEREAS, the Parties agree that Probationary Employees shall be at will employees during their probationary status;

WHEREAS, the Parties agree that Probationary Employees shall enjoy the rights and protections afforded to them as AMU unit members under the CBA, except as specified in this Side Letter; and

WHEREAS, the Parties desire to implement this proposal beginning immediately.

NOW, THEREFORE, based upon the foregoing, the Parties hereby agree as follows:

1. Effective retroactive to the beginning of the 2024-25 school year, an employee who is hired to perform AMU unit work on or after September 15 of the school year in which they are hired, shall be classified as a Probationary Employee.
 - i. If the Probationary Employee works more than 75% of the school year in which they are hired, and they are continuously employed from the

date of hire through the end of that same school year, they shall be classified as a Probationary Employee through the final date of that same school year (typically June 30).

- ii. If the Probationary Employee has worked less than 75% of the school year in which they were hired, they shall be classified as a Probationary Employee up to the date of their one-year anniversary of continuous employment with GDPS.
2. Hire Date: For the purposes of this side letter, the hiring date of a Probationary Employee is the date listed as “start date” on their GDPS Final Offer of Certificated Employment with GDPS (“Final Offer Letter”). In no event shall the listed start date be later than the date on which the probationary employee actually begins working for GDPS.
3. Ending Probationary Status: A Probationary Employee shall become a regular employee immediately upon completion of their time as a probationary employee.
4. Upon their hiring date, a Probationary Employee shall immediately be an AMU unit member, and the CBA shall immediately apply to them with the exception of the following articles and sub-articles of the CBA. The following articles and sub-articles do not apply to probationary employees:
 - i. Just cause discipline rights as described in Article 17;
 - ii. Article 20: Assignments and Transfers;
 - iii. The rights to ten (10) days of Personal Illness and Injury Leave as described in Article 25.1.1:
 1. Probationary employees will receive a pro-rated amount of Personal Illness and Injury Leave with full pay, counted in hours (1 day = 8 hours), based on their hire month, and the portion of work year remaining;
 - iv. Article 25.2:
 1. Probationary Employees shall not use Personal Necessity Leave, as defined in Article 25.2;
 - v. The right to access attendance bonuses as described in Article 25.1.2 is only available to a Probationary Employee who commenced employment on or before the start of a semester under consideration for the attendance bonus;
 - vi. Child Bearing and Preparation for Child Rearing Leave as described in Article 25.7.1;

- vii. Miscellaneous Leaves without Pay as described in Article 25.7.3;
 - viii. Catastrophic Illness or Injury: Leave Donation Bank as described in Article 25.8; and
 - ix. All of Article 28, Layoffs.
5. There is no guarantee of employment for any Probationary Employee except as described in section 3 above, for probationary employees who have completed their probationary period.
 6. Probationary Employees are required to complete a Letter of Intent to return (“LOI”) as assigned by school site administrators. However, completion of LOI does not guarantee a Probationary Employee a right to return in the following school year.
 7. Article 21 shall apply, except that the frequency of observations is at the Administrator’s discretion.
 8. While this Side Letter is in effect, CBA Article 17.1 is amended to read as follows:

Employee Rights: Except for substitutes and temporary employees as described herein, as well as for Probationary Employees as described by the Side Letter between the Parties executed in or about February 2025 no regular unit member shall be disciplined, non-renewed, dismissed, reduced in rank or compensation without just cause.
 9. If an individual works for Green Dot as a temporary employee covering for a regular employee’s absence during a school year pursuant to Article 17.2, and is later hired by Green Dot to work during the same school year as a regular AMU unit member, the employee will serve as a probationary employee as described herein.
 10. Current AMU unit members, who were hired after September 15, 2024 and before the execution of this side letter, as temporary employees pursuant to Article 17.2 shall be immediately transitioned to Probationary Employees as described herein.
 11. Current AMU unit members who were hired on or before September 15, 2024 as temporary employees pursuant to Article 17.2 shall be immediately transitioned to Regular employee status.
 12. Unless specified herein, all CBA Articles shall remain in full force and effect.
 13. Any amendment to this Side Letter must be in writing and signed by the Parties stating the intent of the Parties to amend this Side Letter.

[Handwritten Signature]

AMU Representative

Date: 03/04/25

Cristina de Jesus

GDPS Representative

Date: 03/04/25

Side Letter re: Probationary Employees

Final Audit Report

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