

## Tentative Agreement 2012-2013 Contract Agreement Between PVPUSD and PVFA

In accordance with Article 2-1 (Term), the following tentative agreement, subject to PVFA ratification and Board of Education approval, is a successor collective bargaining agreement to the PVFA Contract Agreement (July 1, 2010 – June 30, 2011). Changes are indicated by ~~strikethrough~~, **bold font** and **yellow highlight**. Where no changes are indicated, the District intends that all existing contract provisions and agreements shall remain in effect.

### **AGREEMENT**

THIS AGREEMENT is effective the 1st day of July, **2011** ~~2010~~, by and between the Board of Education of the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District" and the PALOS VERDES FACULTY ASSOCIATION/CTA/NEA, hereinafter referred to as the "Association."

### **ARTICLE 2 -TERM**

1. This Agreement shall remain in force and effect up to and including June 30, **2013** ~~2011~~, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement.
2. Both parties subscribe to the belief that problem solving through collaborative relationships promotes a positive climate and program improvement. The parties further believe that teacher input ensures successful implementation of decisions. Should one-time funds be allocated to individual school sites, a consultative decision-making process, which includes teacher input, will be employed prior to the expenditures of said funds.
3. Except as noted above, or by mutual agreement, during the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obliged to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
4. Notwithstanding the above, the parties agree to continue to meet and negotiate for the purpose of renumbering articles, sections and subsections of the collective bargaining agreement; removing obsolete or redundant language from the collective bargaining agreement; and adding missing language from previous agreements to the collective bargaining agreement. All additional revisions to the contract outside of this agreement must be ratified by the parties before implementation.
5. Notwithstanding the above, the District and the Association agree not to reopen negotiations for 2012-13 ~~9-10~~ unless otherwise noted within the Agreement.

## **ARTICLE 5 - GRIEVANCE PROCEDURES**

### 5-1 DEFINITIONS:

- 5-1.1 Grievance - A "grievance" is a formal written allegation by a grievant that he/she has been directly affected by a misinterpretation, misapplication, or violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Dismissal procedures, OSHA claims, or discrimination cases subject to the jurisdiction of agencies such as HEW, FEPC, and EEOC shall not be part of this procedure.
- 5-1.2 Aggrieved - A member of the unit asserting a grievance is referred to as "the aggrieved." The Association shall be referred to as "the aggrieved" when the Association is grieving a violation of Article 4 (Association Rights) or Article 12 (Transfer and Reassignment).
- 5-1.3 A Party in Interest - A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 5-1.4 Day - A "day" is any day in which bargaining unit members are regularly scheduled to work during the regular school year and when the management personnel responsible for processing the grievance at a particular level are scheduled to work in the District.
- 5-1.5 Representatives - A representative is a member of the unit, District administrator, Association representative, or legal counsel who shall represent any party in interest in his/her election.
- 5-1.6 Association - Association means the association elected as the exclusive representative or designee thereof.
- 5-1.7 Claim - The assertion of a grievance by one or more members of the unit.
- 5-1.8 Individual Grievances - Any member of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Level 3 and the adjustment is not inconsistent with the terms of this contract, provided that the employer shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 5-1.9 Grievance Forms - The Association and District shall mutually develop the forms necessary for each step of the grievance procedure and shall include them as an addendum to the contract.

### 5-2 LEVEL 1 - INFORMAL DISCUSSION

- 5-2.1 A grievance shall first be discussed with the aggrieved's principal or immediate supervisor with the objective of resolving the matter informally. The aggrieved may have a representative present with him/her at this informal meeting.

5-3 LEVEL 1 2 - SCHOOL PRINCIPAL / IMMEDIATE SUPERVISOR

5-3.1 In the event the aggrieved is not satisfied with the disposition of the grievance at the informal level, he or she may submit the claim as a formal grievance in writing to the principal. If a formal grievance is filed, the aggrieved may: (1) discuss the grievance personally, (2) request that a representative accompany him or her, or (3) request that a representative(s) act on his or her behalf. Upon request of the District the grievant shall be present. A Grievance Form shall be submitted to the principal and forwarded to the subsequent step administrator.

5-3.2 Within ten (10) days after receipt of the written grievance by the principal, the principal or his/her designee shall upon request of either party meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written decision to the aggrieved and the exclusive representative within ten (10) days after the Level 1 2 meeting. Within ten (10) days after meeting with the aggrieved and his/her representative, if the aggrieved is not represented by the exclusive representative, the principal shall transmit a copy of the grievance and his or her proposed resolution of it to the exclusive representative. Within ten (10) days after receipt of a copy of the grievance and the principal's proposed resolution, the exclusive representative shall transmit to the principal its written response.

Such response shall indicate agreement or disagreement with the principal's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the exclusive representative's response to the grievance and the principal's proposed resolution to the grievance, the principal shall render a written decision to the aggrieved and send a copy to the exclusive representative.

5-4 LEVEL 2 3 - DIRECTOR HUMAN RESOURCES OR DESIGNEE

5-4.1 If the aggrieved is not satisfied with the disposition of the grievance at Level 1 2, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the aggrieved through his/her representative may forward the written grievance to the Director Human Resources within ten (10) days after the decision at Level 1 2 or twenty (20) days after the grievance was presented, whichever is later.

5-4.2 Within ten (10) days after receipt of the written grievance by the Director Human Resources, he/she or his/her designee shall upon request by either party meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written decision to the aggrieved and the exclusive representative within ten (10) days after the Level 2 3 meeting. Within ten (10) days after meeting with the aggrieved and his/her authorized representative, if the aggrieved is not represented by the exclusive representative, the Director Human Resources shall transmit a copy of the grievance and his or her proposed resolution of it to the exclusive representative. Within ten (10) days after receipt of a copy of the grievance and the Director's proposed resolution, the exclusive representative shall transmit to the Director Human Resources its written response. Such response shall indicate agreement or disagreement with the Director's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the exclusive representative's response to the grievance, the Director Human Resources shall render a written decision to the aggrieved and send a copy to the exclusive representation.

5-5 LEVEL 3 4 - SUPERINTENDENT OR HIS/HER DESIGNEE

5-5.1 If the aggrieved is not satisfied with the disposition of the grievance at Level 2 3, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the aggrieved through his/her representative may forward the written grievance to the Superintendent within ten (10) days after the decision at Level 2 3 or twenty (20) days after the grievance was presented, whichever is later.

5-5.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee (other than the Director Human Resources) shall upon request by either party meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written decision to the aggrieved and the exclusive representative within ten (10) days after the Level 3 4 meeting. Within ten (10) days after meeting with the aggrieved and his/her authorized representative, if the aggrieved is not represented by the exclusive representative, the Superintendent shall transmit a copy of the grievance and his or her proposed resolution of it to the exclusive representative. Within ten (10) days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the exclusive representative shall transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the exclusive representative's response to the grievance and the Superintendent's proposed resolution to the grievance, the Superintendent shall render a written decision to the aggrieved and send a copy to the exclusive representative.

5-6 LEVEL 4 5-- MEDIATION

- 5-6.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level 3 4, the grievance shall be referred to grievance mediation.
- 5-6.2 The Association shall request that a mediator from the California State Mediation Service, or from any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- 5-6.3 The mediator, within twenty (20) workdays of the request shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance. This timeline may be extended by mutual agreement of the parties.
- 5-6.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 5-6.5 In the event that the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator within ten (10) workdays from the first meeting held by the mediator, the Association may terminate Level 4 5 and the grievance may proceed to arbitration.

5-7 LEVEL 5 6-- ARBITRATION

- 5-7.1 If the aggrieved is not satisfied with the disposition of the grievance at Level 4 5, or the time limits expire, the aggrieved may submit the grievance to the Association, which will determine whether the matter may go to Level 6. In such case, the parties shall request a list of arbitrators from the California State Conciliation Service.
- 5-7.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.
- 5-7.3 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. The parties shall each pay fifty percent (50%) of the arbitrator's fee. If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the employer and the Association.
- 5-7.4 An arbitrator shall be selected by the following procedure: A representative of the Association and the employer's representative shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. The

process of striking names shall occur within ten (10) days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during the school year. The odd-numbered grievances will give the employer first elimination; even-numbered grievances will give the other party first elimination.

- 5-7.5 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.
- 5-7.6 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the contract.
- 5-7.7 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 5-7.8 Witnesses will be assured that their testimony will be kept confidential.
- 5-7.9 Within thirty (30) days after conclusion of hearings, the arbitrator shall render binding decision, in writing, to the parties in interest.

## 5-8 GENERAL PROVISIONS

- 5-8.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 5-8.2 In the event a grievance is filed at such time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.
- 5-8.3 Aggrieved members of the unit not under the supervision of a principal should submit their claim to the appropriate administrator for processing at Level 1.
- 5-8.4 The parties in interest agree to make available to each other all pertinent non-confidential information not privileged under law or Board policies in their possession or control and which is relevant to the issues raised by the grievances. Copies of all non-confidential written opinions and decisions shall be made available to the grievant.
- 5-8.5 No grievance shall be valid unless it shall have been presented at the appropriate level within twenty-five (25) days after the aggrieved knew or reasonably should have known of the act or condition and its aggravating nature that formed the basis of the grievance, and, if not so presented, the grievance will be considered as waived.
- 5-8.6 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.
- 5-8.7 No party in interest shall take reprisals against any member of the unit, party in interest, Association representative, management person, or any other participant in the grievance procedure by reason of such participation.

- 5-8.8 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District personnel file.
- 5-8.9 If there is any question as to whether an alleged grievance is arbitrable, the grievant and/or the District may directly appeal this issue to an arbitrator for a resolution of the issue of arbitrability. If both sides mutually agree, the arbitrator may make a "bench award" at the time of the hearing. If the arbitrator rules that the matter is a proper subject for the grievance procedure, the grievant shall immediately continue the grievance procedure at Level 2.
- 5-8.10 Article 3 (District Rights) and the exercise of any discretionary rights pursuant to this article are not subject to the grievance procedure, except as it relates to Article 3, Section 3.

## **ARTICLE 6 – HOURS OF EMPLOYMENT**

1. The minimum required number of work days 2012-13 for unit members listed in 6-1 as follows:

6-1.1	Regular classroom teachers	180	<i>(176 days of instruction)</i>
6-1.2	Librarians	185	
6-1.3	Nurses	185	
6-1.4	Psychologists	185	
6-1.5	Counselors:		
	High School	190	
	Intermediate	185	
6-1.6	Speech Therapists	180	
6-1.7	Program Specialists	195	

Refer to MOU (2012-13) for changes to work year beyond the minimum days 6-1.1 through 6-1.7.
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2. **Staff Development:**

A site based process utilizing a faculty advisory committee or equivalent shall be implemented at each site for creating a schedule commencing in October, 2012, which provides a regularly scheduled time for staff meetings, collaboration and/or staff development through the early release or late start of students.

Schools that already have a plan in place for 2012-13 may opt to continue with their plan as approved or change the plan to a new configuration.

The plan shall be submitted to the principal for approval. The plan must meet the state required minimum number of minutes of instruction. Schools will be encouraged to have the day for staff meetings, collaboration and/or staff development on the same day of the week across the District.

3. In accordance with past practice, the District shall provide substitute teacher time for teachers when the completion of assigned duty responsibilities would exceed normal work hours. Specifically, said release time may be used for K student assessment and for 4<sup>th</sup> & 5<sup>th</sup> grade teachers during parent conference time and as needed for K and 4<sup>th</sup> & 5<sup>th</sup> grade report card preparation.

## **ARTICLE 7 - COMPENSATION AND BENEFITS**

7-1 Unit members will be paid according to the attached Appendices C through K, as appropriate according to assignment.

7-2 Work Days / Calendar:

See Article 6-1 for unit members' required number of work days.

~~For 2010-11, the school calendar designates November 12 as a non-instructional day / non-work day. It will be an "optional staff development" day and certificated bargaining unit members participating in staff development activities on that day will be paid at the contract hourly rate (\$34) for hours worked to a maximum of six (6) hours (\$204).~~

All compensation for a paid task outside the normal assignment shall be paid within one pay cycle.

~~As with past practice, the District and Association agree to form a committee to begin discussions on a work calendar for 2011-12.~~

The District and Association agree to negotiate all calendars that impact the PVFA bargaining unit. Calendars agreed upon in negotiations between the District and Association shall be taken to PVFA for ratification and the PVPUSD Board of Education for approval. Upon approval, the calendar shall be distributed to stakeholders: employees; parents/community; and posted to the District and PVFA websites.

7-3 ~~Effective July 1, 2010, certificated salary schedules in Appendices C - J shall be adjusted for the four (4) day reduction in work days (as indicated in 7-2 above and Article 6-1). Normal step and column advancement shall occur for 2010-11.~~

The District shall offer both 403(b) and 457(b) voluntary Deferred Compensation Plans.

7-4 **FRINGE BENEFITS**

7-4.1 CalPERS Health Plan

### 7-4.1.1 Section A - Benefits

Active / Full Time Unit Members: Effective January 1, 2009 the District will make the following annual contributions (paid tenthly) to full-time unit members medical insurance:

\$4430 for Employee Only  
\$5900 for Employee + 1 Dependent  
\$6700 for Family Plan

1. Part-time unit members receive a prorated share of the annual contribution (See 7-4.1.2 below).
2. The parties agree that the total annual District contribution for medical benefits for full-time current unit members shall not exceed the dollar figures in 7-4.1.1 above. Any increase in the CalPERS costs in excess of the above maximums, shall be paid by the unit member(s) through payroll deductions.
3. The District will contribute the same percentage for dental, vision, and life Insurance as in 2006-07 for the term of the contract.
4. For the purpose of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as those dollar amounts set forth in Paragraph 7-4.1.1 above.



5. The District contribution for an employee whose spouse is also employed by the District is referred to as the Two-E Couple Rate and is calculated to be the combination of what each employee is entitled to on an individual basis.

7-4.1.1.1 The District has arranged for an independent, privacy protected, internal audit of all participants in the district offered health plans (medical, vision & dental) to be completed by October 1, 2009. The purpose of the audit will be to determine if all participants meet the qualifications for participation. If such audit produces quantifiable savings as determined by the independent auditors (after October 1, 2009), the District and Association shall reopen negotiations limited to the District's 2010 benefit contribution.

7-4.1.2 Section B - Eligibility of Employees Working in Less Than 100% Assignments  
All of the bargaining unit members who work in not less than a 50% full-time equivalent position shall be eligible to participate in the Health plan, with the District's contribution and supplemental reimbursement to be prorated in accordance with the percentage of their full-time equivalent position. The following chart illustrates the application of this prorating formula:

<u>DAILY ASSIGNMENT</u>	<u>% OF AMOUNT PAID BY DISTRICT</u>
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

No employee whose assignment is less than 50% shall be entitled to any health and welfare benefits.

The amount of the contribution and supplemental reimbursement paid on behalf of qualified retirees between the ages of 55 and 65 shall be prorated in accordance with the above formula in 7-4.1.2.

Pro-rated District contribution and supplemental reimbursement are for newly-hired/approved part-time unit members, hired after June 15, 1992, (providing they are at least 0.5 full-time equivalent employees), thus "grand-fathering" persons presently employed part-time and presently receiving full-time benefits.

7-4.1.4 Section D - Compliance with the California Public Employees Retirement Law  
It is agreed that all of the provisions of Article 6, Section 3 are subject to the approval of The Public Employees Retirement System which will review these Sections of the agreement to determine if the provisions in this agreement are in compliance with the law in regard to the PERS Health Plans.

7-4.1.4 The District will ~~implement~~ maintain an expanded IRC 125 plan for interested unit members and encourage participation.

7-4.1.5 The District will provide a confidential Employee Assistance Plan (EASE) for unit members.



Other Compensation:

- 7-5 Per Period Substitution: Pay of unit members for period substitution (grades 6-12) shall be at the rate of **\$35** \$34 per hour.
- 7-6 Retiree Supplemental Reimbursement: The District will make a per year supplemental reimbursement (as explained in 7-4.1.1) , which may only be applied toward additional group medical coverage for bargaining unit members who retire and who are at least 55 years of age and who have at least 15 years of service in the District. This supplemental reimbursement will continue until the retiree reaches age 65, or until death of the retiree prior to age 65, whichever comes first. If the age for Medicare eligibility changes, both parties agree to meet and negotiate regarding this article.
- 7-7 Contract Hourly Rate: Unless otherwise indicated in this agreement, when District representatives and unit members agree to the assignment of a unit member to a paid task and or responsibility outside the normal assignment and/or during the summer, pay shall be at the rate of **\$35.00** \$34.00 per hour. The District reserves the right to determine the need for any such assignments.
- 7-8 Extra Duty Assignments: Unit members will be compensated for extra duty assignments as defined by the District according to the schedules in Appendix B. To qualify for compensation for extra-duty assignments unit members shall: (1) receive prior approval from the District for the assignment, (2) receive pay for no more than two extra-pay assignments in any one school year, unless specifically authorized by the Superintendent or designee, and (3) spend a total of not fewer than 300 hours performing the duties of the assignment.
- 7-9 Mileage: Unit members eligible to receive mileage payment shall be paid at the maximum rate allowed by the Internal Revenue Service (IRS) for income tax purposes.
- 7-10 Outdoor Education: Unit members shall be paid for the Elementary School Outdoor Education program at the rate of **\$150** \$100 per night duty.
- 7-11 Sixth Period Assignment: Sixth period assignment compensation at the high school and intermediate schools will be paid at 20% of the unit member's daily rate for each day the unit member is assigned to that class. (See Salary Schedule 2)
- 7-12.1 Summer School: The daily rate of pay for District summer school, including preparation time, will be on an hourly basis and pay five (5) hours for a four (4) hour class, and two and one-half (2 1/2) hours for a two (2) hour class. The unit member's hourly rate will be determined by taking his/her monthly salary and dividing by 140 (20 days x 7-hour day).
- 7-12.2 Retired Teachers: ~~Compensation for retired teachers (teachers receiving STRS benefits) shall be based on the actual percentage of the full-time equivalency rate (i.e. 40%, 50%, 60%) for Column III — Step 1. These teachers shall be employed on a semester by semester (trimester by trimester) temporary status based on District need. PVFA shall be consulted regarding the employment of retirees if the total number exceeds the equivalent of two FTE positions.~~ **Relocate to Article 18.**
- 7-12.2.1 Combination Class: Unit members assigned to teach an elementary school non-special education combination class (students from more than one grade level) shall be paid a stipend of \$2500 per school year.

7-12.3 **Staff Development:** Staff Development Days shall be designated on the school calendar as non-instructional days and unit members shall be paid their individual regular daily rate of pay.

## **ARTICLE 11 - CLASS SIZE HIRING RATIOS**

11-1.1 Beginning in 2009-10, the District will staff, on a District-wide basis, grades 9-12 based on a ratio of one full-time equivalent teaching position for up to 34 students; grades 6-8 based on a ratio of one full-time equivalent position for up to 34 students; and grades 4-5 based on a ratio of one full-time equivalent teaching position per 32 students. In computing these ratios the following shall be excluded: management and supervision personnel, special education teachers, librarians, counselors, psychologists, nurses, music, science, and reading specialists, and personnel employed to work exclusively on federally-funded programs.

In grades 6-12, the District will make every effort to limit an individual teacher load to 170 students in core area assignments (Math, Science, English / Language Arts and Social Studies) with exceptions for High School AP and/or Honors designated teachers and those teaching six (6) periods.

The District shall offer Class Size Reduction (CSR) classes for Kindergarten and 1<sup>st</sup> through 3<sup>rd</sup> Grade under Option 1. For the 2009-10 school year, The District will participate in CSR as revised (SBX3-4) using a staffing ratio of up to 24:1 (K-3). However, the District reserves the right to reduce or eliminate participation in the CSR Program if the District determines it can no longer fund the program(s) for budgetary, enrollment, or facility reasons, and/or the District changes budgetary priorities. In such cases, the staffing ratio shall revert to 28:1 at K through 3<sup>rd</sup> Grade.

11-1.2 Kindergarten classes at all schools will have an instructional day of 240 minutes per day at each site. Individual sites may approve alternative schedules (as per contract provision Article 24-3) with banked minutes for early dismissal as long as the Kindergarten instructional day averages at least 240 minutes per day.

11-4 The District will confirm compliance with the contractual staffing ratios by the third week of the school year and the first week of the second semester.

11-5 Special Education classes/programs shall be staffed in compliance with Federal and State law. For example, the current limits are:

11-5.1 Education Code Section 56362c – RSP Teachers 28:1. Effective July 1, 2005, the parties will take all necessary steps to support and successfully apply for a waiver from the State in order to increase the RSP caseloads to 32:1.

11-5.2 Education Code Section 56363.3 – Speech and Language Specialists 55:1. (Additional compensation will be considered when a case load exceeds 55:1).

11-5.3 In addition, the Education Code also establishes a process for waiving these limits.

## **ARTICLE 12 - TRANSFERS AND REASSIGNMENTS**

12-1 Transfers:

12-1.1 A transfer is a change in position from one school to another. A transfer may be requested by a unit member, by a principal, or may be initiated by the Superintendent and/or his staff.

Reassignments:

12-1.2 A reassignment is defined as any change which results in a unit member being assigned to a different grade level (K-5) or being assigned to another level or department at the same intermediate or high school site or from one unit classification to another unit classification.

12-1.3 A request for transfer or reassignment is in no way prejudicial to the unit member. The request may be withdrawn at any time prior to the official granting of the request.

**Special Education:**

Changes in the assignment of traveling unit members and changes in the assignment or transfer of Special Education unit members (Special Education Teachers, Resource Specialists and Speech Therapists) of Learning Disability Group teachers or Reading Resource teachers to coincide with individual school enrollment and/or needs are not considered transfers or reassignments subject to the provisions in this article. The assignment for Special Education unit members is determined by the Pupil Services Department and is governed by a number of critical factors such as the fluctuating numbers of special education students throughout the school district and at each site, the changing nature of the delivery of special education services, the changing educational needs of individual sites and the credentials of a unit member.

**12-2 Voluntary Transfer or Reassignment:**

12-2.1 Unit members who desire a transfer shall file an application with the Human Resources Department by May 15 for the following year's placement and such application will remain active and on file for twelve (12) months or as designated by the employee. Such application shall include the school(s) and/or grade level/subject matter to which he/she desires to be transferred, with preferences noted. The form shall contain unit member summer contact information if a unit member wishes to be considered for vacancies which occur after the school year has ended. Unit members who desire a reassignment shall communicate their preference to the site principal.

12-2.2 The District agrees to interview and consider unit members for vacancies they have applied for and for which they are qualified and credentialed to fill.

12-2.3 If a transfer or reassignment is to be made, the unit member shall be notified in writing of the new assignment.

12-2.4 All the following criteria shall be used in consideration of transfer or reassignment requests:

- 12-2.4.1 Legal requirements of the District.
- 12-2.4.2 Individual training, experience, credentials.
- 12-2.4.3 Skills in areas which are secondary to the regular assignment.
- 12-2.4.4 Seniority (Length of the service rendered to the District by the unit member).
- 12-2.4.5 Balance of staff relative to training, experience and background.
- 12-2.4.6 Educational needs of the school or department to which the unit member is transferred or reassigned.
- 12-2.4.7 Preference of the unit member.
- 12-2.4.8 Best interest of the District.
- 12-2.4.9 Past written evaluations.

12-2.5 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the Administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive a written rationale for the denial.

12-2.6 A unit member may appeal a denial for transfer to the Superintendent.

12-2.7 A transfer request shall not be denied arbitrarily, capriciously or without basis in fact.

12-3 Involuntary Transfer or Reassignment:

Involuntary transfers/reassignments may be made for the following reasons: A decrease in the number of students which requires a decrease in the number of unit members at the worksite, elimination of program(s) and/or funding, worksite closings, or upon determination by the Superintendent that an involuntary transfer/reassignment is in the best interest of the District. An involuntary transfer and/or reassignment is limited to once in any three year period, unless by mutual agreement with the unit member.

Prior to such a transfer or reassignment being made, a meeting shall be held, upon the request of the unit member, to discuss the reasons for the transfer. Upon request, the reasons shall be given in writing. The impending transfer or reassignment shall be discussed with the unit member at the earliest reasonable date the District is aware that a transfer or reassignment will take place. In the event that there must be a transfer or reassignment during the school year because of declining enrollment or enrollment shifts, such a transfer may take effect immediately.

Involuntary transfers or reassignments shall not be made outside the major or minor fields of study and/or the areas of qualification as established by the unit member's credential(s).

12.3.1 When an involuntary transfer or reassignment is to become effective **after the school year has begun during the current school year**, the unit member being transferred or reassigned shall be provided, upon request, two (2) paid working days to prepare and organize his/her classroom environment and materials. The District shall provide assistance in moving a unit member's material to wherever a unit member is being transferred or reassigned.

12.3.2 If a decrease in the number of students or elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer./reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least district seniority and the appropriate credential shall be transferred or reassigned.

12.3.3 If a particular worksite is to be closed, unit members at that site shall be accorded first priority for filling any new or vacant positions at the site or sites to which the students at the closing site are being placed.

Unit members from the closed site shall be given first priority in filling vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, the position shall be given to the unit member with the greatest seniority.

12-4 Posting of Vacancies:

12-4.1 A "vacancy" refers to a position created by the resignation or retirement of a unit member which must be filled according to staffing ratios, or a newly created position.

12-4.2 The District shall post vacancies on the web site, in all school buildings and work sites, and send such notifications to designated PVFA representatives as they occur.

12-4.3 The vacancy posting shall include the following information: location of vacancy, tentative grade level and/or subject area, credential requirements, duration of assignment, extra-pay assignment, and the closing date for submission of applications.

12-4.4 In filling posted vacancies, the District shall consider unit members from the "active" file for voluntary transfers and unit members returning to work from leaves of absence.

12-4.5 All unit vacancies, including extra-pay jobs, shall be announced to all unit members by District e-mail and posted at each school site, except in cases involving unforeseeable circumstances which require the immediate placement of unit members in a position. Such notifications shall take place at least five (5) days prior to the filling of the vacancy.

12-5 Transfer Relating to School Closure and/or Declining Enrollment:

12-5.1 Teachers involuntarily transferred because of school closure or declining enrollment shall have the right of first refusal to any opening which occurs prior to fifteen (15) days before the opening of the semester following the transfer, except for an opening which must be filled by transferees or teachers returning from leave or layoff who are not qualified for any other available openings. Once a teacher selects an opening, he/she will have no rights of first refusal. If more than one teacher requests the same position as provided in this paragraph, the District will use the criteria provided in Section 6 which follows.

12-6 Transfers and Reassignments Related to Reopening a School, Consolidation, and/or Reconfiguration

12-6.1 The following steps will be used in the event of a school opening, consolidation, and/or reconfiguration.

6.1.1 The District will advertise all known openings for bargaining unit positions by FTE.

6.1.2 The District will accept voluntary requests for transfers and/or reassignments based on credential(s), qualifications, and criteria established by the District.

6.1.3 When credentials, qualifications, and criteria are equal, District seniority shall prevail.

**ARTICLE 13 – LEAVE PROVISIONS**

13-2.9 ~~The following provision will be suspended for 2011-12 2010-11 and no incentive shall be paid:~~

~~Effective at the beginning of the 2007-08 school year, An annual attendance incentive program shall be initiated for unit members. In regard to the 10 days of sick leave accrued for 2012-13 2007-08, unit members shall receive a monetary award for limiting sick days used according to the following: 0-1 days used = \$300.00; 2 days used = \$250.00; 3 days used = \$200.00; 4 days used = \$150.00; 5 days used = \$100.00; 6 days used = \$ 50.00; and 7-10 days used = \$0.~~

13-5 Parental Leave

Five (5) days ~~Paternity~~ of accrued sick leave may be used granted for the birth of child making it necessary for the non-birth parent father to be absent from his/her his position during assigned hours or for the adoption of a child making it necessary for the adopting parents mother or father to be absent during assigned hours ~~new children. In both cases, five days must be taken consecutively within a ninety-(90) day period of the arrival of the child.~~

**ARTICLE 9 – EVALUATION PROCEDURE**

The District proposes that the references to the California Standards for the Teaching Profession be changed to reflect the most recent changes in these standards (2009).

**ARTICLE 18 - RETIREMENT**

**1. Retired Teachers Compensation**

Compensation for retired teachers (teachers receiving STRS benefits) shall be based on the actual percentage of the full-time equivalency rate (i.e. 40%, 50%, 60%) for Column III – Step 1 .These teachers shall be employed on a semester-by semester (trimester by trimester) temporary status based on District need. PVFA shall be consulted regarding the employment of retirees if the total number exceeds the equivalent of two FTE positions.

## 2. Retired Employees Benefits

The parties agree that the total annual contribution for medical benefits for retirees between the ages of 55-65 with fifteen (15) years of service with the District, including the CalPERS minimum base rate and District supplemental reimbursement shall not exceed \$3000 per year effective January 1, 2010.

1. ~~If the amount of the District's contribution that is required by CalPERS is increased above \$64.60 per month (\$775.20 per year), the amount of the supplemental reimbursement for retirees (\$2500 per year) to be paid by the District shall be reduced in a like amount.~~
2. ~~Retirees, ages 55-65 with 15 years employment: CalPERS Minimum Base Rate + (plus) District Supplement shall not exceed \$3000 effective January 1, 2010.~~
3. Unit members who retire from active service under the STRS shall be entitled to receive the basic District retiree medical contribution not to exceed \$64.60 a month (\$775.20 per year) toward the purchase of a retiree-only PERS medical benefit so long as the District continues to participate in the PERS retirement plan. Upon termination of the District's participation in the PERS medical insurance plan or its successor, the District shall have no further obligation for payment of retiree's medical contribution.
4. Retirees, ages 65 plus: no supplemental contribution toward medical coverage is provided by the District.

18-1 The parties agree to continue to meet and share information negotiate regarding the implementation of an early retirement plans. incentive in either 2003-2004 or 2004-2005. This includes but is not limited to, discussing and evaluating potential costs savings, if any, from such programs as AB1207, Golden Handshake, Annuity Programs, or other suggested plans.

## **ARTICLE 24 – SITE BASED DECISION MAKING**

24-3 A site based process utilizing a faculty advisory committee or equivalent shall be implemented annually at each site for PVFA and its unit members to provide input regarding:

- 24-3.1 Potential School Budget Cuts
- 24-3.2 Special Education Programs/Services
- 24-3.3 School Calendar
- 24-3.4 Staff Development Days
- 24-3.5 Adjunct Duties & Responsibilities
- 24-3.6 Bell/School Schedules

## **APPENDIX A - SALARY REGULATIONS**

A-1 Experience credit for Step Placement:

### A-1.1 Teaching

Teaching experience in PVPUSD or elsewhere equal to 75 percent of the teaching days of any school year is credited as one year. Less than that in any one year is not credited. Summer school teaching does not apply, nor does day-to-day substitute teaching.

## **APPENDIX L – CALENDARS**

1. 2012-13 Calendar attached.