

**Tentative Agreement Between the
Palos Verdes Peninsula Unified School District
and the
Palos Verdes Faculty Association
October 8, 2015
3:00 p.m.**

THIS AGREEMENT is made and entered into this 1st day of July, ~~2013~~ 2015, 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

2.1

This Agreement shall remain in force and effect up to and including June 30, ~~2015~~ 2018 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.

2.4

Notwithstanding the above, the District and the Association agree to reopen negotiations for ~~2014-15~~ 2016-17 and 2017-18 on Compensation and Benefits (Article 7) and two other articles annually as selected by each party.

Article 5 – Grievance Procedures

5-8.3 – Informal Process for non-school site employees

Aggrieved members of the unit not under the supervision of a principal should submit their claim to the appropriate administrators and the Office of Human Resources at Level 1 only after having engaged in the informal discussion process outlined in 5-2.

Article 6 – Hours of Employment and Staff Development

6-12.2 Hours and Responsibilities:

Both teachers shall work each of any additional work days scheduled beyond the 180 work days where students are in attendance. Both teachers will also work the equivalent of half of the school days required of full-time teachers and will perform a proportionate share of adjunct duties.

Article 7 – Compensation and Benefits

7-1

Unit members will be paid according to the attached Appendices C through J, as appropriate according to assignment. Effective July 1, ~~2014~~ 2015, all schedules will be adjusted to reflect the number of workdays in 6-1 and will be increased by 4.75% (including Career Increments).

7-1

Career Increment Step 24 shall replace Career increment Step 25. A new Step 28 Career Increment shall be added to all certificated salary schedules.

7-2 Work Days / Calendar (and Appendix K)

See Article 6-1 for unit members' required number of work days. The work year calendars for ~~2013-14 and 2014-15~~ 2015-16, 2016-17 and 2017-18 are a part of this agreement (see attached).

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

See Article 6-1 for unit members' required number of work days. The work year calendars for ~~2013-14 and 2014-15~~ 2015-16, 2016-17, 2017-18 and 2018-19 are a part of this agreement (see attached).

All compensation for a paid task outside the normal assignment shall be paid within one pay cycle from the date of submission of the employee's time sheet.

Attachment to Article 7-2 and to be replaced by published 2016-17 and 2017-18 Work Calendars

Event	2016-17	2017-18
Pre-Service Day	Wednesday, August 24	Wednesday, August 23
Staff Development Day	Thursday, August 25	Thursday, August 24
Staff Development Day	Friday, August 26	Friday, August 25
Staff Development Day	Friday, January 27	Friday, January 26
Post-Service Day	Friday, June 9	Friday, June 8
First Day of Instruction	Monday, August 29	Monday, August 28
Last Day of Instruction (MD K-12)	Thursday, June 8	Thursday, June 7
Graduation IS (MD Grades 6-8)	Wednesday, June 7	Wednesday, June 6
Graduation HS (MD Grade 12)		
PVHS	Thursday, June 8	Thursday, June 7
Pen	Thursday, June 8	Thursday, June 7
RDM	Thursday, June 8	Thursday, June 7
Recess Periods		
Winter Recess	December 19 – Jan. 2	December 18 – Jan. 1
Spring Recess	April 3 – April 7	April 2 - 6
K-8 School Reporting Periods		
Trimester 1	August 29 – November 23 (61)	August 28 – November 22 (61)
Trimester 2	November 28 – March 3 (56)	November 27 – March 2 (56)

Trimester 3	March 6 – June 8 (63)	March 5 – June 7 (63)
High School Reporting Periods		
Quarter 1	August 29 – October 28	August 28 – October 27
Quarter 2	October 31 – January 20	October 30 – January 19
Quarter 3	January 23 – March 31	January 22 – March 30
Quarter 4	April 10 – June 8	March 30 – June 7
Elementary School Parent Conference Days (MD Grades K-5)		
Winter	Nov. 29, 30, December 1	Nov. 28, 29, and 30
Spring	March 9	March 8
Intermediate School Parent Conference Days (MD Grades 6-8)		
January	January 6-8	January 24-25
Back to School Night (MD day after)		
K-5	September 8	September 7
6-8	September 15	September 14
9-12 (PVHS and Pen)	September 22	September 21
10-12 (RDM)		
Summer Session		
School Holidays		
Independence Day	July 4	July 4
CA Admissions Day	August 12	August 11
Labor Day	September 5	September 4
Veterans' Day	November 11	November 13 (Observed)
Thanksgiving Day	November 24	November 23
Local Holiday	November 25	November 24
Local Holiday	December 27	December 26
Christmas Day	December 26 (Observed)	December 25
Local Holiday	December 30	December 29
New Year's Day	January 2 (Observed)	January 1
Martin Luther King, Jr.'s Day	January 16	January 15
Lincoln's Birthday Observance	December 29	December 28
Presidents' Day/Washington Day Obs.	February 20	February 19
Local Holiday	April 7	April 6
Memorial Day	May 29	May 28

7-5 FRINGE BENEFITS

7-5.1 CalPERS Health Plan

7-5.1.1 Section A – Benefits

Active / Full Time Unit Members: Effective January 1, ~~2014-2015~~ 2016, the District will make the following annual contributions to full-time unit members medical insurance:

\$4,653 for Employee Only	\$4,932 for Employee Only	<u>\$5,228 for Employee Only</u>
\$6,215 for Employee + 1 Dependent	\$6,588 for Employee + 1 Dep.	<u>\$6,983 for Employee + 1 Dependent</u>
\$7,040 for Family Plan	\$7,462 for Family Plan	<u>\$7,909 for Family Plan</u>
	<u>\$5,277 for Employee Only</u>	
	<u>\$7,049 for Employee + 1 Dependent</u>	
	<u>\$7,984 for Family Plan</u>	

7-6 Per Period Substitution

Pay of unit member for period substitution (grades 6-12) shall be at the rate of ~~\$40.00~~ \$45.00 per hour.

7-8 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 ~~\$40.00~~ 45.00 per hour. The District reserves the right to determine the need for any such assignments.

7-11 Outdoor Education

Unit members shall be paid for the Elementary School Outdoor Education program at the rate of ~~\$175~~ \$300 per night duty.

7-14 Combination Classes

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% based on their placement on the 2005-06 salary schedule including career increments.

Article 11 – Class Size Ratios

11.3 Timeline for Staffing Ratios

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

For the first semester, the District will confirm compliance with the contractual staffing ratios by the fifteenth day of instruction. For the second semester, the District will confirm compliance with the contractual staffing ratios by the fifth day of instruction.

Article 12 – Transfers and Assignments

12-2.1 Voluntary Transfer:

Unit members who desire a transfer shall file an application with the Human Resources Department by ~~May 15~~ April 1 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.

Article 13 – Leave Provisions

13-2 Personal Illness and Injury Leave:

13-2.1

Full-time unit members shall be entitled to ten (10) days' leave with full pay for each full school year of service for purposes of personal illness or injury. Unit members who work less than a full school year shall earn sick leave time at the rate of one (1) day for each month of paid service rendered. Unit members who work less than full time shall be entitled to earned sick leave on a pro rata basis. Unit members who work an extended contract work year shall be entitled to one-half **day** of sick leave for each additional ten (10) days of work.

13-3 Leave for Pregnancy Disability

13-3.1

The District will grant sick leave as set forth in 2.1 and 2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery from childbirth on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care. ***This leave shall run concurrently with any leave entitlement under the Pregnancy Disability Leave Act (PDLA) and Family and Medical Leave Act (FMLA)*** The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the unit member and the unit member's physician.; ~~however, the Superintendent or the Superintendent's designee may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.~~ ***Such unit members shall also be entitled to twelve (12) workweeks of CFRA leave to care for the child within twelve (12) months of the birth.***

13-6 Leave for Bereavement:

13-6.2

Member of the immediate family is defined as: mother, mother-in-law, father, father-in-law, spouse, ***registered domestic partner***, son, daughter, brother, sister, grandmother, ***grandmother-in-law***, grandfather, ***grandfather-in-law***, grandchild, ***grandchild-in-law***, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee, or any relative living or who has lived in the immediate household of the employee.

13-14 Unpaid Leaves:

13-14.2

Unpaid leaves of absence shall be granted, upon request, for up to a one-year period of time for the following purposes: Care for a member of the immediate family who is ill and long-term illness of the unit member. A one-year extension of such leave may be granted by the District. All other unpaid leaves of absence, **except Pregnancy Disability Leave and Family and Medical Care Leave** shall be at the discretion of the District.

13-18 Family and Medical Care

13-18.1 Members Eligible for Leave

A member is eligible for leave if the member:

- a) has been employed for at least 12 months; ~~and~~
- b) has actually worked at least 1,250 hours in the 12-month period immediately preceding the commencement of the leave (full-time teachers who instruct students are presumed to meet this hours-worked requirement unless the District can show that the teacher did not actually work 1250 hours); **and**
- c) **has not taken 12 workweeks of FMLA or CFRA leave in that fiscal year (July 1 through June 30).**

13-18.2 Reasons for Leave

Leave is only permitted for the following reasons:

- a) the birth of a child, or to care for a newborn of a unit member within twelve (12) months of the birth;
- b) the placement of a child with a unit member in connection with the adoption or foster care of a child within twelve (12) months of the placement for adoption or foster care;
- c) ~~leave to care for a child, parent, or a spouse,~~ **or a registered domestic partner (CFRA leave only)**, who has a serious health condition; ~~or~~
- d) ~~leave because of a serious health condition that makes the member unable to perform the~~ **essential** functions of his/her position;
- e) **Serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent or next of kin of the employee (FMLA and possibly CFRA); or**
- f) **Qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).**

A "serious health condition" includes an illness, injury impairment, or physical or mental

condition that involves:

- a) any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;
- b) any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c) continuing treatment of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care **(FMLA only)**.

"Continuing treatments" include:

- 1) two or more visits to a health care provider;
- 2) two or more treatments by a health care practitioner (e.g., physical therapist) on a referral from, or under the direction of a health care provider; or
- 3) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

13-18.3 Amount of Leave

Eligible members are entitled to a total of 12 workweeks of leave during ~~any 12-month period~~ **a fiscal year (July 1 through June 30)**. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. Except for **a member's pregnancy and certain military family member reasons**, FMLA and CFRA leave shall run concurrently. Pregnant unit members shall be entitled to twelve (12) workweeks of FMLA leave while disabled from the pregnancy, which shall run concurrently with Pregnancy Disability Leave Act (PDLA) leave, sick leave, and extended illness leave. Such unit members shall also be entitled to twelve (12) workweeks of CFRA leave to care for the child within twelve (12) months of the birth, such leave to be used once the member is no longer disabled due to the pregnancy or *once* entitlement to ~~FMLA and~~ PDLA leave ends, whichever occurs first.

The 12 month period for calculating leave entitlement will be a **fiscal year, July 1 through June 30**. ~~"rolling period" measured forward from the date leave is taken and continues with each additional leave day taken.~~

An eligible unit member taking leave to care for a servicemember or veteran injured in active military duty shall be entitled to twenty-six (26) workweeks of leave within a twelve (12) month period commencing on the first day leave is taken.

~~Leave under this article is unpaid except where it is running concurrently with other available paid leaves. In addition, while on leave, unit members will continue to be covered by the District's medical, dental, and vision insurance. Unit members on such leave shall continue to be required to make any employee contributions to health benefits premiums as would be required if they~~

were working. If a member on leave is unable to continue to make the premium contributions, health benefits will be discontinued while on family leave, but shall immediately resume upon return to work. Unit members will not be covered under the District's income protection and other benefit plans while on family leave unless they make the appropriate contributions for continued coverage.

13-18.4 Member Benefits While on Leave

Leave under this article is unpaid ***except where it is running concurrently with available paid leaves as provided in this article***. In addition, while on leave, members will continue to be covered by the District's medical, dental and vision insurance ***under the same terms and conditions as if the member were working***. However, members will not continue to be covered under the District's income protection and other benefit plans ***offered benefit plans while on family leave*** unless members make the appropriate contributions for continued coverage.

If a member on leave is unable to continue to make the premium contributions or declines benefits during the leave, health benefits will be discontinued while on family leave, but shall immediately resume upon return to work.

If a member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the ***entire unpaid portion of the*** leave period, unless the unit member does not return to work for at least thirty (30) calendar days because of the continuation, recurrence or onset of a serious health condition which would entitle the member to leave, or other circumstances beyond the unit member's control.

13-18.7 Member Notice of Leave

Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. ***Members shall provide at least 30 days' advance notice before leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member.*** If leave is foreseeable, at least 30 days notice is required. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that the unit member knew of the need for the requested leave at least thirty (30) days in advance of the request, ***member fails to provide notice pursuant to this section***, the District may delay the granting ***commencement*** of the leave for up to thirty (30) days from the date of the request until it can, at its discretion, adequately cover the position with a substitute until it can, in its discretion, adequately cover the position with a substitute ***or 30 days, whichever is earlier.***


Article 24 – Site Based Decision Making

High School Department Chairs and Curriculum Leaders shall be elected annually by members of the department and shall be permanent teachers who volunteer or are nominated by fellow teachers in the department (with the consent of the nominee).


For purposes of this article, a unit member must be assigned to a department for fifty percent or more of their class assignments to ~~be considered a member of a specific department and to be~~ eligible to serve as Department Chair or Curriculum Leader. Candidates for these positions shall be elected by a formal vote of department members and the principal shall be informed of the results. Voting shall be proportional based on the number of section assignments the member has in any department. Teaching one section will count as a 0.2 vote, two sections as a .4 vote, three sections as a .6 vote, four sections as a .8 vote, and five sections as a 1.0 vote. Regardless of the number of sections taught in any department(s), no unit member is to receive more than 1.0 proportional votes.

For PVFA:

For PVPUSD:



Katherine Santarosa, PVFA President



Dr. John Bowes, Assistant Superintendent
Human Resources

10/8/2015

Date

10/8/15

Date