

# **Collective Bargaining Contract Agreement**

**between**

**Palos Verdes Peninsula  
Unified School District**

**and**

**Palos Verdes  
Faculty Association**

**July 1, 2006 through June 30, 2009**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2006, 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 1 - RECOGNITION**

- 1-1 The District recognizes the Association, affiliated with South Bay United Teachers (SBUT), the California Teachers Association (CTA), and the National Education Association (NEA), as the exclusive bargaining representative of certificated employees in the following positions:

- 1-1.1 Classroom Teachers
- 1-1.2 Special Education Teachers
- 1-1.3 Resource Specialists
- 1-1.4 Program Specialists
- 1-1.5 Reading Specialists
- 1-1.6 Counselors
- 1-1.7 Psychologists
- 1-1.8 Librarians
- 1-1.9 Nurses
- 1-1.10 Home Teachers (Salaried Certificated Employees)
- 1-1.11 Summer School Teachers
- 1-1.12 Teacher Interns
- 1-1.13 Athletic and Activities Directors
- 1-1.14 Work Experience Coordinators

- 1-2 Excluded from the unit are employees in all other positions not specifically enumerated above, including but not limited to:

- 1-2.1 All management, supervisory, and confidential employees as defined by the EERA (3543.4)
- 1-2.2 Substitute or hourly employees.

## **ARTICLE 2 -TERM**

- 2-1 This Agreement shall remain in force and effect up to and including June 30, 2009 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.
- 2-2 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.
- 2-3 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.  
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.
- 2-4 Notwithstanding the above, the District and the Association agree to reopen negotiations for 2007-08 and 2008-09 on Compensation and Benefits (Article 7) and two other articles as selected by each party.

### **ARTICLE 3 - DISTRICT RIGHTS**

- 3-1 It is understood and agreed that the District retain all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct and supervise the work of its employees; determine the days, times, and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, methods of instruction, goals and objectives; insure the rights and educational opportunities of students, determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; evaluate instructional programs; build, move or modify facilities; establish budgets and budget procedures and determine budgetary allocations; determine the methods and amount of revenue to be raised; lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate, and discipline employees.
- 3-2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, 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 law.
- 3-3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

### 4-1 Right to Represent:

The Association shall have the right to represent members of the unit in employment relations with the District.

### 4-2 Right to Consult:

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

### 4-3 Right to Associate:

The District and Association recognize the right of employees to form, join, and participate in the activities of the Association and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

### 4-4 Rights of Access, Communication, and Use of Facilities:

In accordance with Government Code Section 3543.1 (b) (EERA), the Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mail boxes, and other means of communication, subject to reasonable regulation and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed by this chapter. Articles 4.1, 4.2, and 4.3 shall be regulated in accordance with Board Policies and Administrative Regulations.

4-4.1 Access - Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at reasonable times provided that such activities or use does not interfere with the instructional program or other programs/activities that have received prior approval by the District.

4-4.2 Communication – The Association shall be entitled to post notices of Association concern on a staff bulletin board in an area frequented by teachers in each school complex and shall be entitled to the use of regular inter-school delivery services and mailboxes for communication with bargaining unit members regarding matters which involve the Association. All Association communications shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communications.

4-4.3 Use of Facilities - The Association may use school facilities for meetings, and equipment with mutual consent of the District. Such meetings shall not conflict with previously scheduled use of such facilities or if the buildings are otherwise unavailable for use. In addition, such meetings shall not interfere with the service of employees to the District or other school related programs.

4-5 Employee Names:

The District shall provide the Association with names and addresses of all bargaining unit members no later than October 15th of each school year, and of all the bargaining unit members employed after September 30th of each year within thirty (30) days of employment.

4-6 Association Release Time

Association representatives shall have the right to receive reasonable periods of release time without loss of compensation for matters dealing with contract negotiations and grievances (3543.1) In addition to the above, the Association shall receive a reasonable number of days per year, at Association discretion, for Association business, subject to prior notice to the District. The Association shall reimburse the District for the cost of substitutes.

4-6.1 The PVFA President shall receive either one-release period, equivalent to 20% of his/her assignment, or will be placed on Salary Schedule 2.

4-7 Payroll Deductions:

The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues. Requests for payroll deductions or discontinuance of deductions must be received in writing by the Accounting Department no later than the 15th day of the month preceding the effective day of the deduction or discontinuance date.

4-7.1 Such deductions shall be made only upon submission to the designated representative and authorization duly completed by the unit member and the Association.

4-7.2 With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made. Any changes in dues deduction or deductions for Association-related benefits shall be made only when the Association office has been notified.

4-7.3 The Association agrees to furnish any information needed by the Board to fulfill the provisions of this article.

4-7.4 Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, insurance premiums, or any other plans or programs approved by the District. Nothing herein shall be interpreted to circumvent Government Code Section 3543.1 (d).



4-8 Service Fee Provision:

- 4-8.1 Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District any assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions shall continue in effect until revoked in writing by the unit member.
- 4-8.2 Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days following the effective date of this paragraph (November 5, 1984), or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in the amount equal to that of the unified membership dues, initiation fees, and general assessments which are directly attributable to the Association's representation of the unit employees, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner, as provided in Article 3.8 of this Agreement.
- 4-8.3 Any unit member who does not utilize the provisions of Article 3.8 of this Agreement may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph 9.4 below.
- 4-8.4 For unit members who have not executed voluntary written authorization and/or for unit members who are delinquent in the payment of service fees as described in paragraph 9.3, above, the District shall deduct from the salary warrant the amount to reflect the payment of service fees to the Association.
- 4-8.5 Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 4-8.6 Deductions for members of the unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such a manner that the unit member will pay dues or fees only in proportion to the number of school months during the school year in which he/she is a member of the Association Security Clause. Any fraction of a month shall be counted as a full month.
- 4-8.7 No unit member shall be required to join the Association or to make a service fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such unit member must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious

charitable fund, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code chosen from the following list:

United Way, Heart Fund, Cancer Society, and the Peninsula Education Foundation.

The Association shall have the right to request reasonable verification of such payments in the form of either canceled checks and/or receipts.

- 4-8.8 The District shall not deduct money specifically earmarked for the Political Action Committee or the Association for Better Citizenship (ABC/PAC), or other political activities unless such deduction is affirmatively authorized in writing by the unit member.
- 4-8.9 The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless from liability and pay all the legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the service fee provision of this Agreement, or its implementation.
- 4-8.10 A site based process shall be implemented for PVFA and its unit members to provide input regarding:
  - 4-8.10.1 Potential School/District Budget Cuts
  - 4-8.10.2 Special Education Programs/Services
  - 4-8.10.3 School/District Calendar
  - 4-8.10.4 Staff Development Days ("Buy Back Days") (If funded by the State)
  - 4-8.10.5 Adjunct Duties & Responsibilities
  - 4-8.10.6 Bell/School Schedules
- 4-8.11 The parties agree that it is in their mutual interest for the District to seek input from the Association regarding topics that affect PVFA bargaining unit members. In that spirit, at least one bargaining unit member shall be provided an opportunity to serve on committees mutually established by the parties to address contract and/or instructional related matters. If committee meetings are scheduled during the workday, unit members shall be granted release time during their workday at no loss of pay or benefits, to fulfill the committee obligations.
- 4-8.12 In addition, at least one bargaining unit member shall be provided an opportunity to serve on District established interview panels as one part of the selection process for school/District administrators. This does not include interview panels consisting solely of Board of Education members and/or management employees. If interview panels are scheduled during the workday, unit members shall be granted release time at no loss of pay or benefits, to fulfill the obligations to the interview panel.

## **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.

### 5-2. 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 2 - SCHOOL PRINCIPAL

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 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 3 - DIRECTOR HUMAN RESOURCES OR DESIGNEE

5-4.1 If the aggrieved is not satisfied with the disposition of the grievance at Level 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 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 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 4 - SUPERINTENDENT OR HIS/HER DESIGNEE

5-5.1 If the aggrieved is not satisfied with the disposition of the grievance at Level 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 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 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 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 5 – MEDIATION

5-6.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level 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 5 and the grievance may proceed to arbitration.

5-7. LEVEL 6 - ARBITRATION

- 5-7.1 If the aggrieved is not satisfied with the disposition of the grievance at Level 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 aggrieving 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**

6-1 The number of required work days for unit members shall be as follows:

6-1.1	Regular classroom teachers	185
6-1.2	Librarians	190
6-1.3	Nurses	190
6-1.4	Psychologists	190
6-1.5	Counselors:	
	High School	195
	Intermediate	190

6-2 The unit member's on-site working day shall be:

6-2.1 Elementary Schools – begin thirty (30) minutes before the unit member's first class and end fifteen (15) minutes after the unit member's last class ends.

6-2.2 Intermediate Schools – A cumulative total of thirty (30) minutes before the unit member's first class begins and/or after the unit member's last class ends.

6-2.3 High School - fifteen (15) minutes before the unit member's first class begins and thirty (30) minutes after the unit member's last class ends.

6-3 On back-to-school nights, unit members may leave their job fifteen (15) minutes after the shortened day for students ends. On days of final semester examination, unit members whose daily assignment is at a high school may leave that school site fifteen (15) minutes after the school day for student ends.

6-4 If the regular school day for students should be lengthened or shortened, the length of the work day for unit members shall remain the same as that in effect at the time of ratification of this contract. Intermediate school teachers and high school teachers shall not be required to teach more than five (5) classes/periods daily, except that the District retains the right to assign teachers as paid substitutes, when necessary, during their conference/preparation period. It is the intent of the District to use qualified volunteers when they are known to be available for period substitution.

6-5 Unit members who are in part-time assignments shall be at their assigned work location(s) and responsible for assigned duties for a time that is prorated using the stipulated minimum time numbers in items 2 and 3 above as the base.

6-6 In addition to the above minimum time and required work days, unit members are responsible for adjunct duties beyond their instructional duties, which include but are not limited to, program development, professional growth activities, parent conferences, committee assignments, faculty and District meetings, special help to student(s), back-to-school nights, student supervision, and other assignments which are deemed to be necessary for the efficient operation of the school.



- 6-7 Elementary school teachers shall be relieved of adjunct duties either before school or during morning recess daily. The determination of which time the adjunct duty relief shall occur shall be made by mutual agreement of the individual school principals and teaching staffs.
- 6-8 Within the workday, classroom teachers shall, in addition to their lunch period, have daily preparation time as described below for classroom duties and other duties relating to their assignment:
- |    |                     |                          |
|----|---------------------|--------------------------|
| 1. | Grades 1-5          | 1 hour – Average Per Day |
| 2. | Intermediate School | 1 period                 |
| 3. | High School         | 1 period                 |
- 6-9 Each unit member shall be entitled to a duty-free lunch period of at least thirty (30) minutes.
- 6-10 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.

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

- 7-1 Unit members will be paid according to the attached Appendices D through K, as appropriate according to assignment.
- 7-2 The teacher work year will be 185 days as long as the state of California continues to fund staff development buy back days. These days will be designated on the school calendars in Appendix I. Teachers who do not attend three (3) mandatory days of staff development shall be docked one day of compensation for each day missed. Reimbursement from members shall be accepted, in lieu of docking pay, for actual costs to the District of missed day(s), if payment is made during the same budget year in which the day(s) was missed.
- 7-3 All bargaining unit salary schedules shall be increased by 3%, effective September 1, 2006 and shall be increased again by 2.5% effective February 1, 2007 (with this increase reflected in the pay warrant issued March 1, 2007).
- 7-4 There shall be no retroactive compensation for 2006 summer school employment.
- 7-5 **FRINGE BENEFITS**  
The District will contribute the same percentage for dental, vision, life, and income protection as in 2005-06 for the term of the contract.

### **7-5.1 CalPERS Health Plan**

#### **7-5.1.1 Section A – Benefits**

**Active / Full Time Unit Members:** Effective January 1, 2007 the District will make the following annual contributions (paid tenthly) to full-time unit members medical insurance:

\$4165 for Employee Only  
\$5650 for Employee + 1 Dependent  
\$6475 for Family Plan

(Part-time unit members receive a prorated share of the annual contribution – See 7.5.12 below.)

**Retirees, ages 55-65 with 15 years employment:** CalPERS Minimum Base Rate + (plus) District Supplement shall not exceed \$3276.

**Retirees, ages 65 plus:** no contribution (-0-)

Other items:

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. 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 5.1.1 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 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 \$3276 per year.
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 5.1.1 above.

7-5.1.2 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.

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.

7-5.1.3 Section C - Retired Employees

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.

7-5.1.4 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.

7-6.2 The District will implement an expanded IRC 125 plan for interested unit members.

7-6.3 The District will provide a confidential Employee Assistance Plan (EASE) for unit members.

7-7 Pay of unit members for period substitution (grades 6-12) shall be at the rate of \$33.00 per hour effective September 1, 2006.

7-8 The District will make a per year supplemental reimbursement (as explained in 7-5.1.1) , 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.

7-9 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 \$33.00 per hour effective September 1, 2006. The District reserves the right to determine the need for any such assignments.

7-10 Counselors, nurses and librarians, whose number of required workdays exceeds the number of required workdays for teachers, shall be paid for the added days. The pay for each required added day shall be the unit member's daily rate, as determined by the unit member's placement on the teachers' salary schedule.

7-11 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.

- 7-12 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.
- 7-13 Unit members shall be paid for the Elementary School Outdoor Education program at the rate of \$100 per night duty.
- 7-14 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.
- 7-15 The daily rate of pay for 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).
- 7-16 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 I. 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.
- 7-17 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.
- 7-18 Effective January 1, 2007, the District contribution to dental insurance premiums for unit members in the Employee + 1 plan shall be increased to an amount equal to the dental insurance premium contribution for unit members in the Employee Only plan.

## **ARTICLE 8 – PEER ASSISTANCE & REVIEW**

### 8-1 Peer Assistance and Review Program

8-1.1 The District and Association desire to establish and maintain a program to provide assistance to teachers employed by the District who are in need of or desire peer support and professional growth in subject matter knowledge or teaching methods. This program shall hereinafter be entitled The Peer Assistance and Review Program (referred to as "The PAR Program").

### 8-2 PAR Panel

8-2.1 The PAR Panel shall consist of five (5) members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by certificated classroom teachers through a process established by the Association. Both parties retain the right to replace their own representatives.

8-2.2 The term of office for teacher members on the Panel shall be three years. However, the initial term of service shall be staggered as follows: 1 one-year, 1 two-year, and 2 three-year terms.

8-2.3 The Par Panel shall meet four (4) times each school year, unless additional meetings are determined necessary by a vote of five (5) PAR Panel members. Such meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation. To meet, 5 PAR panel members must be present. Teacher Par Panel members will receive an annual stipend as determined by the panel.

8-2.4 The PAR Panel shall make every effort to reach consensus on all decisions; however, absent consensus a majority vote will prevail.

### 8-3. PAR Panel Responsibilities:

8-3.1 Recommending rules and procedures, subject to final approval by the District and Association, including the method for selection of a Chairperson. Said Rules and Procedures shall be consistent with the provisions of this Agreement, applicable law, Board Policies, and District Regulations.

8-3.2 Distributing, at the beginning of each school year, a summary of the adopted rules and procedures to all unit members and administrators.

8-3.3 Establishing and submitting a proposed annual budget for the PAR Program for final approval to the Board of Trustees. The PAR Panel shall refrain from taking any actions which might exceed the Board approved annual budget for the PAR Program.

8-3.4 Coordinating training to meet the needs of the program and its participants.

- 8-3.5 Sending written notification of participation in the PAR program to Participating Teachers.
  - 8-3.6 Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
  - 8-3.7 Establishing rules and procedures for selecting Consulting Teachers.
  - 8-3.8 Selecting and assigning Consulting Teachers to Participating Teachers.
  - 8-3.9 Recommending guidelines for Consulting Teachers and their activities, subject to final approval by the District and Association.
  - 8-3.10 Reviewing Assistance Plans and assessment reports prepared by Consulting Teachers.
  - 8-3.11 Evaluating annually the impact of the PAR program and making recommendations to Association and the District for improvement.
  - 8-3.12 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding the names of Referred Participating Teachers to the Governing Board prior to April 15th of each school year, who, after sustained assistance, are unable to demonstrate satisfactory improvement.
  - 8-3.13 Maintaining confidentiality regarding the PAR Panel proceedings and assessment plan reports prepared by consulting teachers to the extent required by law.
- 8-4. Consulting Teachers
- 8-4.1 Qualifications

A consulting teacher is a permanent certificated teacher who provides assistance to a Participating Teacher under the PAR Program established in this Agreement. Consulting Teachers shall possess the following minimum qualifications:

    - 8-4.1.1 At least four (4) years of recent classroom teaching experience in the District.
    - 8-4.1.2 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.
    - 8-4.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
    - 8-4.1.4 Ability to communicate effectively both orally and in writing.
    - 8-4.1.5 Ability to work cooperatively and effectively with others.
  - 8-4.2 Appointment Process
    - 8-4.2.1 The number of Consulting Teachers shall be determined by the PAR Panel, based upon participation in the PAR Program, the available budget, and other relevant

considerations. Models for Consulting Teacher positions may include full-time, part-time, and job share and or extra pay assignments

- 8-4.2.2 Notice of Consulting Teacher openings shall be posted at each school site for a period of not less than twenty (20) workdays. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
- 8-4.2.3 Consulting Teachers shall be selected by the PAR Panel after at least one teacher and one District representative on the PAR Panel have conducted a site visitation and a classroom observation.
- 8-4.2.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Participating Teacher.
- 8-4.2.5 Consulting Teachers shall be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be three years (3), which may be extended by the PAR Panel for one consecutive term. Consulting Teachers shall be paid a stipend of \$1500 per assigned Participating Teacher, not to exceed a caseload of three (3) Participating Teachers. Exceptions to this stipend may be made by the PAR Panel, not to exceed an annual total of \$4500.

## 8-5 Types of Program Participation

- 8-5.1 **Volunteer Participating Teacher:** A Volunteer Participating Teacher is a classroom teacher who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Volunteer Participating Teachers to the PAR Program based on available Consulting Teachers after completing all Referred Participating Teacher assignments, the PAR budget and other relevant considerations.
  - 8-5.1.1 Classroom teachers, who have not been referred to the PAR Program, may volunteer to participate. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. PAR Panel shall accept Volunteer Participating Teacher in the PAR Program based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
  - 8-5.1.2 Oral communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with the Participating Teacher's evaluator or the PAR Panel, without the written consent of the Participating Teacher.
- 8-5.2 **Professional Growth Activities:** Classroom teachers may make requests to participate in professional growth activities. An application "mini grant" will be made to the PAR panel with the proposed scope of work, the defined goals, and a plan that supports sustainable professional growth (i.e. CTSP and curriculum standards) including peer collaboration. A final report will be provided to the PAR panel to share the work completed.



- 8-5.3 Referred Participating Teacher:** A Referred Participating Teacher is a permanent classroom teacher who received an unsatisfactory rating in one or more areas in his/her final evaluation involving subject matter knowledge and teaching methods. A Referred Participating Teacher shall be evaluated in the succeeding year and shall participate in the District's PAR Program.
- 8-5.3.1 On or before the end of the prior school year, the Participating Teacher's evaluator shall send a copy of the Participating Teacher's unsatisfactory evaluation to the PAR Panel.
- 8-5.3.2 On or before the fourth week of school, the PAR Panel shall provide written notification to the Participating Teacher of the Participating Teacher's placement in the PAR Program and the Consulting Teacher assignment.
- 8-5.3.3 On or before the fifth week of school, the Consulting Teacher, the Participating Teacher and the Participating Teacher's evaluator shall meet to review the specific teaching/instructional areas identified as unsatisfactory in the Participating Teacher's final evaluation and an assistance plan shall be developed between the Consulting Teacher and the Participating Teacher.
- 8-5.3.3.1 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory in the final evaluation. Consulting Teachers shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 8-5.3.3.2 During the assistance plan period, the Consulting Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the Participating Teacher's progress.
- 8-5.3.4 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic interim written summaries to the Referred Participating Teacher and the PAR Panel for discussion and review.
- 8-5.3.5 On or before March 15, the Consulting Teacher shall complete a final report of the Referred Participating Teacher's participation in the assistance plan. The review shall identify the areas needing improvement, the assistance provided to the Participating Teacher and assessment of the results of the assistance, including a statement whether the Participating Teacher satisfactorily achieved the scope of work of the assistance plan. The final report shall be provided by Consulting Teacher to the PAR Panel, Participating Teacher and evaluator. The Participating Teacher shall sign the report acknowledging receipt and shall have the right to submit a

written response to the PAR Panel within ten (10) workdays from the receipt of the report.

8-5.3.6 On or before April 15th, the PAR Panel shall submit to the Governing Board the names of Participating Teachers who, after sustained assistance, were unable to demonstrate satisfactory improvement in the PAR Program.

8-5.3.7 The final report and related documentation prepared by the Consulting Teacher shall be made available for placement in the personnel file of the Referred Participating Teacher receiving assistance.

## 8-6 General Provisions

8-6.1 The PAR Program shall be contingent upon the continuation of State funding.

8-6.2 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and this Agreement.

8-6.3 The provisions of the PAR Program shall be reviewed at least annually by the District and Association and revised by written mutual consent of the parties.

8-6.4 The provisions of the PAR Program shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the PAR Panel for review and response. Name the contract article for PAR.

8-6.5 The District shall defend and hold harmless individual Par Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR program as required by the California Government Code.

8-6.6 Consulting Teachers shall not be considered management or supervisory employees as defined under the Educational Employment Relations Act.

8-6.7 All documents issued under the PAR Program shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.

## **ARTICLE 9 - EVALUATION PROCEDURES**

### **9-1     General:**

- 9-1.1   All unit members shall be evaluated.
- 9-1.2   The evaluator shall be the principal or the principal's designee. In the case of unit members who travel from school to school in the performance of duties, the evaluation shall be made by a designated evaluator.
- 9-1.3   The time lines set forth in this article have no bearing on any dismissal procedure. However, nothing in this article shall in any way affect the legal rights of unit members in dismissal proceedings.

### **9-2.   Evaluation Procedures:**

- 9-2.1   Unit members with permanent status in the District shall be evaluated according to these procedures at least every other year; unit members without permanent status will be evaluated annually according to these procedures.
- 9-2.2   A unit member with permanent status in the District or an evaluator may request an evaluation in any given year.
- 9-2.3   Unit members with permanent status who have been employed by the District for at least ten years and whose previous evaluations meet or exceed District standards shall, by mutual agreement of the administrator and unit member, be evaluated once each five years (pursuant to terms and conditions of Education Code 44664).
- 9-2.4   Unit members to be evaluated in a given school year will be so informed by October 15th. The evaluator is responsible for the final written evaluation summary which must bear his/her signature along with the signature of the evaluator's designee when appropriate.
- 9-2.5   A planning conference shall be held by November 1st between evaluator and evaluatee to jointly develop goals/objectives for the school year in specific subject areas and/or classes, duties and responsibilities of the evaluatees, and mechanics/procedures of data gathering.
  - 9-2.5.1   Discussion elements in planning conference are to include the following:
    - 9-2.5.1.1       The establishment of standards of expected student progress in each area of study and of techniques for the assessment of that program.
    - 9-2.5.1.2       Assessment of unit members competence as it relates to the establishment of standards of expected student progress.

9-2.5.1.3 Assessment of other duties required to be performed by the unit members as an adjunct to their regular assignments.

9-2.5.1.4 The establishment of procedures and techniques for ascertaining that the unit member is maintaining proper control and is providing a suitable learning environment.

9-2.5.1.5 Employee adherence to curricular objectives.

9-2.5.1.6 Instructional techniques and strategies used by the employee.

9-2.5.1.7 The performance of non-instructional certificated personnel which cannot be evaluated appropriately under other provisions of this section shall be evaluated and assessed as it relates to job responsibilities defined by the District and by means which measure and reasonably relate to the fulfillment of those responsibilities.

9-2.5.2 From a discussion of these elements, a set of goals and objectives will be jointly developed forming the basis for the final evaluation. These goals and objectives may be revised during the course of the year pursuant to the above.

9-2.5.3 Appeals:

For purposes of this procedure, the words "jointly develop" mean a united approach between the evaluator and evaluatee in defining reasonable plans, objectives, goals, means of assessment, etc. In cases where there is no agreement, the principal may make the determination. Should the evaluatee take exception to the principal's determination of the evaluation plans, objectives, goals, means of assessment, etc., he/she may request a review by a third party who shall assist the evaluatee and the principal in trying to reach a mutually satisfactory agreement. This third party must be mutually agreed upon between the principal and the evaluatee. If this process does not result in an agreement, or if the parties cannot mutually agree on a third person, the evaluatee may request a review by the Superintendent. The Superintendent or the Superintendent's designee shall decide the matter.

9-2.6 At least one preliminary performance review conference of the evaluator and the evaluatee shall be held sometime during December, January, or February in which the following elements shall be included:

9-2.6.1 Review of plans, goals and objectives, and modification according to constraints.

- 9-2.6.2 Review of supportive data relating to assessment. Examples: reports, classroom observations, student work, tests, commendations, parent contacts.
- 9-2.6.3 Identification of weaknesses and commendation of strengths. Development of specific remedial action, if needed.
- 9-2.7 Non-administrative personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel, nor shall they be required to assess their own performance.
- 9-2.8 When an evaluation is based on information not directly observed by the evaluator, said information may not be used until the evaluator has investigated the information and determined the veracity of the allegation and notified the unit member of his/her findings.
- 9-2.9 A conference and the final evaluation document shall be presented to the evaluatee not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the Board of Education for the school year in which the evaluation takes place.
- 9-2.10 The evaluator shall write the final evaluation summary. The evaluator and the evaluatee shall meet briefly to sign the final evaluation. The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation. It indicates he/she has read it and understands that he/she has the opportunity of responding to it in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.
- 9-3 The evaluation under this procedure shall be the only Stull evaluation made and/or filed in the unit member's personnel file.
  - 9-3.1 The timelines set forward on this procedure may be extended by mutual consent or due to unforeseen circumstances affecting the evaluatee or evaluator.
  - 9-3.2 At such time as it is determined by the evaluator that something may negatively affect the unit member's evaluation, the unit member shall be notified by the evaluator within a reasonable period of time of the incident.
  - 9-3.3 Nothing in this article shall preclude the District from placing a report of any incident in a unit member's file even though such material is not used in the evaluation document.
- 9-4 If a bargaining unit member receives an unsatisfactory rating in the area of teaching methods or instruction, the District will pay the tuition or registration fee for courses or programs recommended by the District, except in cases where bargaining unit members opt to use credit for the course for advancement on the salary schedule. The District will also provide released time, where appropriate, when attendance and/or participation in the formal elements of the program conflict with the bargaining unit member's regular assignment.

## **ARTICLE 10 - DISCIPLINE**

- 10-1 Disciplinary action, as used in this article, includes written reprimands and suspensions without pay for up to fifteen (15) days for probationary and permanent employees. This Article shall not limit the District's right to evaluate or orally reprimand and counsel employees. Nor shall anything in Article 8, "Evaluation Procedures," limit the District's right to discipline employees pursuant to this Article.
- 10-2 The District may issue written reprimands and warnings. The employees may submit a response or rebuttal to the written reprimand or warning, a copy of which will be retained in the records, along with the reprimand. Alleged violations by the District of the procedures relating to issuance of reprimands and warnings are subject to the grievance procedures of this Agreement; however, the substance of the reprimand or warning is not subject to the grievance procedures.
- 10-3 The concept of "progressive discipline" and the prohibition of disparate treatment by an administrator are to be generally applicable; where the District imposes suspension without oral or written reprimand, such suspension shall be only for cause.
- 10-4 The District may suspend employees without pay for up to fifteen (15) working days, pursuant to the following provisions:
- 10-4.1 The suspension shall be based upon cause, including but not limited to, the causes set forth in Section 44932 of the Education Code.
- 10-4.2 The Superintendent or his or her designee shall give written notice to the employee of the District's intent to suspend the employee. The notice shall include the cause(s) on which the suspension is based, the date(s) on which the suspension shall take place, a statement that the employee has a right to discuss informally the proposed suspension with the Superintendent or his or her designee.
- 10-4.3 The employee shall have two (2) working days, within receipt of notice, to respond to the notice of suspension. If the employee does not respond, the District will schedule the suspension and provide notice thereof to the employee. The employee's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension discussion, propose other dates for such discussion, or waive such discussion. The pre-suspension discussion, unless waived, shall take place within five (5) school days from the date of the notice.
- 10-4.4 The pre-suspension discussion shall be informal. The employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.
- 10-4.5 The Superintendent or his or her designee shall inform the employee of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension hearing or after two (2) days from the date of the notice of suspension if the employee did not respond.

- 10-4.6 The District shall schedule the suspension. The suspension may be scheduled in one or more blocks of time.
- 10-4.7 Disputes as to whether a suspension was based on cause or whether there has been a violation of the procedures set forth herein shall be resolved pursuant to the grievance procedures. A grievance regarding a suspension must be filed on the first day of the suspension or within fifteen (15) school days thereafter.
- 10-4.8 In emergency situations requiring immediate suspension, the District may suspend the employee without scheduling a pre-suspension discussion. In such emergency situations, the Superintendent or his or her designee shall schedule an informal discussion with the employee and provide the employee with written notice thereof, as soon as possible after the suspension has begun.

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

- 11-1 The District will staff, on a District-wide basis, grades 9-12 based on a ratio of one full-time equivalent teaching position per 30 students; grades 6-8 based on a ratio of one full-time equivalent position per 31 students; grades 1-3 based on a ratio of one full-time equivalent teaching position per 20 students; grades 4-5 based on a ratio of one full-time equivalent teaching position per 34 students, and Kindergarten based on a ratio of one full-time equivalent teaching position per 28 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.

The District shall continue to offer Class Size Reduction (CSR) classes for Kindergarten (28:1 Ratio) through 3<sup>rd</sup> Grade, if fully funded by the State and the funds are clearly earmarked for that purpose and not included as part of a block grant and/or package. The District reserves the right to reduce or eliminate CSR classes if CSR funds are reduced or eliminated.

Notwithstanding the above, for the 2003-2004 school year, PVFA agrees to provide the District with the discretion it needs to exceed the class size hiring ratios in Article 11.1 in order to address budgetary needs. In such cases, increases will be limited to no more than 32:1 at grades 6-8 and 28:1 at 3<sup>rd</sup> Grade.

- 11-2 The staffing formula for the high school (30:1) and intermediate school (31:1) shall be based on Average Daily Attendance (ADA) not enrollment. The District will confirm compliance with the contractual staffing ratios by the first week of the second semester. For example, if a school has an enrollment of one-thousand (1000) students and an Average Daily Attendance of 97%, staffing will be based on 970 students.

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

11-3.1 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.

11-3.2 Education Code Section 56363.3 – Speech and Language Specialists 55:1

11-3.3 In addition, the Education Code also establishes a process for waiving these limits.

- 11-4 PVFA and the District will comply with the terms and conditions of the 1996 Memorandum of Understanding (attached) regarding Kindergarten class size reduction until such time as a new Agreement on this subject is negotiated.



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

### **12-1 Transfers:**

12-1.1 A transfer is a change in position from one school to another. Changes in the assignment of traveling unit members and changes in the assignment of Learning Disability Group teachers or Reading Resource teachers to coincide with individual school enrollment and/or needs are not considered transfers. A transfer may be requested by a unit member, by a principal, or may be initiated by the Superintendent and/or his staff.

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.

### **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:

12-2.5.1 Legal requirements of the District.

12-2.5.2 Individual training, experience, credentials.

12-2.5.3 Skills in areas which are secondary to the regular assignment.

12-2.5.4 Seniority (Length of the service rendered to the District by the unit member).

12-2.5.5 Balance of staff relative to training, experience and background.

12-2.5.6 Educational needs of the school or department to which the unit member is transferred or reassigned.

12-2.5.7 Preference of the unit member.

12-2.5.8 Best interest of the District.

12-2.5.9 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 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**

- 13-1 The benefits expressly provided by this section, Article 13, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either direct or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 5.
- 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 of sick leave for each additional ten (10) days of work.
- 13-2.2 After all earned leave as set forth in 2.1. above is exhausted, additional non-accumulated leaves shall be available for a period, not to exceed five (5) months, provided that the provisions of 2.4. below are met. The amount deducted for leave purposes from the unit member salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five-(5) month period shall begin after the unit member has exhausted his/her accumulated sick leave.
- 13-2.3 If a unit member does not use the full amount of leave as authorized in 2.1. above in any school year, the amount not utilized shall be accumulated from year to year. On or about November 25th of each school year, the District shall provide a written statement of each unit member's accumulated sick leave.
- 13-2.4 Upon request by the Superintendent or the Superintendent's designee, a unit member shall be required to present a medical doctor's certificate or other acceptable proof such as a personal signed statement verifying the personal illness or injury and/or a medical authorization to return to work. If the illness or injury exceeds three (3) consecutive days, the Superintendent or the Superintendent's designee may require and pay a medical doctor to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or the Superintendent's designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness or injury is not sufficiently severe to warrant continued absence, then the Superintendent or the Superintendent's designee, after notice to the unit member, may refuse to grant such leave. After a serious illness or injury or other illness which could interfere with the health of the students or would interfere with the employee's performance, a unit member shall not return to work until the unit member submits a medical doctor's authorization to return to work if such an authorization is requested by the Superintendent or the Superintendent's designee. Where the unit member's religion prohibits the consultation of a medical doctor, evidence of treatment and the need, therefore, by the practitioner of the religion of any well-

recognized church or denomination may be required by the Superintendent or the Superintendent's designee.

- 13-2.5 Except in cases of unforeseen illness or emergency which precludes notification, a unit member shall contact his/her immediate supervisor or designee as soon as the need to be absent is known but in no event less than one (1) hour prior to the start of the work day. Failure to provide notice as set forth above shall be grounds for denial of leave with pay.
- 13-2.6 A unit member who is absent for one-half of the work day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half of the work day, a full day shall be deducted from accumulated leave. If substitutes are available for less than one-half of the work day, a unit member who is absent for less than one-half of the work day shall have deducted from his/her accumulated sick leave increments of no less than one hour.
- 13-2.7 A unit member who is absent is expected to call his/her school before 2:30 p.m. on each day of absence to report plans for returning. Failure to provide such a notice shall be grounds for denial for such leave.
- 13-2.8 Arranging for substitutes - A unit member who is ill or who will be absent for other emergencies should follow this procedure:
  - 13-2.8.1 If during school hours, unit members should notify the principal or his/her designee who will make arrangements for a substitute through the District office.
  - 13-2.8.2 If outside of school hours, unit members should access the district substitute reporting system.
  - 13-2.8.3 Sick leave accumulated pursuant to this section shall be credited toward retirement as provided by law.
- 13-2.9 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 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.
  - 13-2.9.1 Unit members shall receive their incentive compensation no later than October of the following year. The number of sick days accrued shall not be affected by this attendance incentive program.

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. 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.

13-4 Leave Without Pay for Child-Bearing Preparation and Child-Rearing:

13-4.1 Leave without pay or other benefits may be granted to a unit member for preparation for child-bearing and for child-rearing.

13-4.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

13-4.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or the Superintendent's designee.

13-4.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted by the Superintendent or the Superintendent's designee not to exceed an additional twelve (12) months.

13-4.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on child-bearing preparation leave or leave for child-rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.

13-4.6 If a unit member is on leave for child-bearing or child-rearing and in the event of miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, at the sole judgment of the Superintendent or the Superintendent's designee, the District will assign the unit member to a position as soon as practicable.

13-5 Parental Leave

Five (5) days Paternity leave granted for new children. (Five days must be taken consecutively within a ninety-(90) day period of the arrival of the child).

13-6 Leave for Bereavement:

13-6.1 A regular employee shall be granted necessary leave of absence without loss of pay, not to exceed three (3) work days (five (5) days if travel that exceeds a 500-mile radius is required) on account of the death of a member of his/her immediate family.

13-6.2 Member of the immediate family is defined as: mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandmother, grandfather, grandchild, 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.

13-6.3 No deduction shall be made from the salary of an employee granted such leave nor shall such leave be deducted from other leaves granted by the Board.

13-7 Industrial Accident Leave:

13-7.1 Unit members will be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provisions of the Workers' Compensation Laws of California.

13-7.2 Such leave shall not exceed sixty (60) days during which the schools of the District are in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

13-7.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

13-7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received under the provisions of the Workers' Compensation Laws of California which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

13-8 Jury Duty:

13-8.1 An employee shall be granted leave to appear in court as a witness when subpoenaed or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the connivance of misconduct of the employee.

13-8.2 The District will grant three (3) days of paid leave per school year to each unit member for jury duty. Unit members may use a day to either fulfill their service or to postpone jury service to dates outside of the required school year. The additional two days may be used in circumstances whereby the unit member is impaneled to serve on a jury.

13-8.3 Certificated bargaining unit employees appearing in court as litigants during the regular contract year shall be allowed personal necessity leave.

13-9 In-Service Leave:

If a unit member is deemed by the District to be rendering unsatisfactory service, the District may grant the unit member released time to observe other teachers in the District in order to help the unit member improve.

13-10 Legislative Leave:

13-10.1 Each bargaining unit member who is elected to the Legislature shall be granted a leave of absence from the District.

13-10.2 During the term of such leave of absence, the employee may be employed by the District to perform less than full-time service requiring certification qualifications, for compensation and upon such terms and conditions, as may be mutually agreed upon.

13-10.3 Such absence shall not affect in any way the classification of such employee.

13-10.4 Within six months after the term of office of such employee expires, he/she shall be entitled to return to the position held at the time of his/her election at the salary to which he/she would have been entitled, had he/she not absented himself/herself from the service of the school District under this section.

13-10.5 Notwithstanding any provision of the Education Code to the contrary, a person employed to take the place of any such employee shall not have any right to such position following the return of such employee to the position.

13-11 Military Leave:

13-11.1 Regular Military Leave

a. Any unit member who enters the active military service of the United States, the State of California, including active service in any uniformed auxiliary, or the Merchant Marine, or in full-time paid service of the American Red Cross, during any period of national emergency, shall be entitled to military leave of absence.

b. Rights and Privileges:

(1) A unit member on military leave of absence who has been an employee of the District for not less than one year prior to the day on which the absence begins shall be entitled to receive his/her salary for the first 30 calendar days of such absence. The 30 days of pay does not begin until the day the unit member would report to work, were he/she not in military service.

(2) Within six (6) months after such unit member honorably leaves such service or has been placed on inactive duty, he/she shall be entitled to return to the position, although not necessarily at the same location held by him/her at the time of his/her entrance into such service, at the salary to which he/she would have been entitled and with all rights to promotion and reemployment.



- (3) In the case of a probationary unit member, the period of such absence shall not count as part of the service required to achieve permanent status; however, such absence shall not be construed as a break in the continuity of the service of such employee for any purpose.
  - (4) Military leave shall not constitute a break in service as it affects placement on the salary schedule.
- c. The provisions of this section shall apply to any unit member who:
- (1) Is ordered into active military duty as a member of a reserve component of the armed forces of the United States; or
  - (2) Is ordered into active federal military duty as member of the National Guard or Naval Militia; or
  - (3) Is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces of the United States.
  - (4) All military leave shall be without pay except as provided in Subsection (1) of Section b.
  - (5) The District shall not assume the responsibility for payment of contributions to the unit members' retirement fund during the non-pay period of military leave.

13-11.2 Temporary Military Leave:

- a. Temporary military leave is defined as a leave of absence to engage in ordered military duty for a period which, by the order, is not to exceed 180 calendar days (including travel time) for purposes of military drills, training, encampment, naval cruises, special exercises or like activities as a member of the reserve corps or force of the armed forces of the United States or the National Guard or the Naval Militia. Any employee called for such service shall be entitled to temporary military leave.

13-12 Health Leave:

13-12.1 The District shall grant a unit member, upon request, an unpaid leave, for health reasons. Such leave shall be for a minimum of one semester and a maximum of one school year.

13-12.2 A statement by the unit member's physician to the effect that the unit member is in need of health leave shall be furnished at the District's request.

13-12.3 The unit member shall notify the District of his/her intended return date at least two (2) weeks in advance of the scheduled return date.

13-12.4 Health leave shall be granted if a unit member is temporarily unable to perform his/her services because of illness, accident, or quarantine.

13-13 Exchange Teaching Leave:

13-13.1 An exchange leave is a leave granted to permit a unit member to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

13-13.2 Exchange leaves of absence may be granted to unit members who meet the following requirements:

- a. The unit member must have permanent status in this District on the effective date of the leave.
- b. The unit member must have rendered full-time service in a certificated position for at least one (1) year immediately preceding the leave.
- c. The unit member must be a superior employee and an excellent representative of the United States and the Palos Verdes Peninsula Unified School District.
- d. An exchange agreement be signed by the employees and the districts concerned.

13-13.3 The exchange is for one (1) year, unless extended for one (1) additional year by unanimous consent of the governing boards and the employees concerned.

13-13.4 Compensation shall be arranged according to one of the following plans:

Plan A (applies to exchanges in California):

The Palos Verdes Peninsula Unified School District employee is paid by the other district and is to receive the rate of pay on the other district's salary schedule nearest to the rate received in the Palos Verdes Peninsula Unified School District, but not more than the other district employee would have received.

Plan B (applies to exchanges outside of California):

The Palos Verdes Peninsula Unified School District employee is paid by the Palos Verdes Peninsula Unified School District at his/her rate. This plan is limited to exchanges with states or countries where the other employee will receive an adequate salary for living in that particular country.

Plan C (applies to exchanges outside of California):

The Palos Verdes Peninsula Unified School District employee is paid by the other district at a negotiated rate. In that this plan allows the outside employee to be paid by the Palos Verdes Peninsula Unified School District and to be placed on the Palos Verdes Peninsula Unified School District salary schedule, there are wider opportunities for working out exchange agreements.

13-13.5 One year on an exchange leave counts toward the seven (7) year service requirement for sabbatical leave.

13-13.6 At the completion of any exchange, the Palos Verdes Peninsula Unified School District employee shall return to duty in the Palos Verdes Peninsula Unified School District at his/her previous assignment and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.

13-13.7 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the Palos Verdes Peninsula Unified School District, provided that the employee served a sufficient number of days in the exchange position to have been paid at least seventy-five (75) percent of the salary agreed to in the contract signed with the outside district. A notarized affidavit shall be filed verifying this service.

13-13.8 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation the employee must personally arrange for payment of required contributions.

13-13.9 Request for exchange leave shall be made on forms obtained from the Personnel Office. When completed, the forms shall be presented to the building principal for approval as to the replaceability of the employee. The forms shall be returned to the Personnel Office not later than March 1.

13-13.10 In leaves other than those arranged through the federal government, the Palos Verdes Peninsula Unified School District teacher must ascertain from the other district its willingness to participate in the exchange. When such district is found, the Palos Verdes Peninsula Unified School District employee shall notify the Personnel Office and send the necessary papers to the other district. These papers shall be returned to the Personnel Office on or before May 1. When all arrangements have been approved, the final contract will be arranged by the Personnel Office.

13-13.11 If the employee wishes to request an extension of his/her exchange leave, such request shall be made not later than two (2) months prior to expiration of his/her leave.

13-13.12 Before returning to service in the Palos Verdes Peninsula Unified School District, the employee shall present evidence provided by a licensed physician as to his/her health and physical fitness.

#### 13-14 Unpaid Leaves:

13-14.1 The District may grant leaves of absence without pay for reasons other than listed above in this article. Any unit member on an unpaid leave of absence may continue to be covered under District health and welfare plan(s) by paying to the District the amount of the full premiums to maintain the health and welfare plan(s). The application for unpaid leave of absence shall be in writing. A unit member on such leave shall notify the District Personnel Office by March 1 of the

school year during which leave was granted as to intent to return to duty the following school year. Failure to so notify may be grounds for a reprimand.

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 shall be at the discretion of the District.

13-15 Sabbatical Leaves:

Sabbatical leaves of absence may be granted by the District at its sole discretion, upon recommendation of the Superintendent, or designee, subject to the following conditions:

13-15.1 Requests for sabbatical leaves of absence must be received by the Superintendent in writing in such form as may be required by the Superintendent not later than March 15 of the year preceding the semester of the school year in which the sabbatical leave is requested.

13-15.2 The teacher must have completed at least seven (7) full consecutive school years in active service as a regularly appointed teacher in the school District in order to be eligible for a sabbatical leave.

13-15.3 Teachers on sabbatical leaves of absence will be paid at 50 percent of full **annual salary** rate. Upon return from sabbatical leave, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

13-15.4 Applicants for sabbatical leave will submit a written proposal with the application letter. All applicants will appear before a screening committee to present their proposals orally. The screening committee will be appointed by the Superintendent and will include at least one member chosen by the Association. The proposal will be judged on three criteria: a) benefit to the students of the District; b) benefit to other teachers in the District; and c) professional growth possibilities in the proposal to the individual teacher.

13-15.5 If it is necessary, and if appropriate arrangements can be made, a sabbatical leave may be taken in two separate six-month periods, or separate quarters, provided that the leave is commenced and completed with a three-year period.

13-15.6 A sabbatical leave of absence may be extended without pay or increment for one additional year.

13-15.7 The employee must file with the Board of Education a suitable bond indemnifying the school District for any salary paid the employee during the period of sabbatical leave in the event said employee fails to return and to render the necessary years of service in this District following the termination of the sabbatical leave, or in the event said employee fails to carry out the program of study or the itinerary of the trip approved by the Superintendent and the Board of Education.

- 13-15.8 Failure of an employee to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certification by a physician designated by or satisfactory to the Superintendent (or Board of Education) that failure was due to physical or mental disability.
- 13-15.9 The teacher shall agree to return to employment with the School District for one full year in the event of a one-half year leave of absence, or two full years in the event of a full-year leave. The teacher also shall agree to notify the office of the Superintendent for approval of any projected changes in his/her plan for professional improvement.
- 13-15.10 At the expiration of the sabbatical leave, the employee shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the sabbatical leave, or in a position within the scope of his/her certification.
- 13-15.11 The teacher returning from a sabbatical leave of absence for professional improvement shall submit to the Superintendent a report containing transcripts of all college and university study while on leave, a description of travel, and all other items of information pertinent to an evaluation of his/her program.
- 13-15.12 The number of employees granted a sabbatical leave in any one school year is at the discretion of the Board.
- 13-15.13 This section is permissive only and the determination by the District as to whether sabbatical leaves shall be granted not be subject to Article 4 (Grievance Procedure).
- 13-16 Personal Necessity Leave:
- 13-16.1 Leave which is created for personal illness or injury under Section 2 of this article may be used, not to exceed ten (10) days, for purposes of personal necessity.
- 13-16.2 For purposes of this provision personal necessity shall be limited to:
- a) A death or serious illness of a member of the unit member's immediate family; (EC44981)
  - b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (EC44981)
  - c) Major religious holidays/observances; or
  - d) Other reasons at the unit member's election.
- Under no circumstances shall leave be available for purposes of extending a holiday or vacation period, for recreational activities, for work stoppage or slow-down, or for conducting a private business.
- 13-16.3 Unit members shall comply with Article 13 – Section 2.8 (Arranging for Substitutes) when notifying the District about absences related to personal necessity. In cases of 16.2 (a) and (b), unit members shall make reasonable effort to notify the District in time for a substitute to be obtained by the District.

13-16.4 In Accordance with Education Code Section 44981, a unit member shall verify, on the appropriate District form, on the day he/she returns to work that the personal necessity leave was used in accordance with 16.2 above. A unit member will be subject to appropriate discipline at the discretion of the District if the leave was used for purposes other than stipulated.

## 13-17 Catastrophic Leave

### 13-17.1 Eligibility and Contributions

- 13-17.1.1 All unit members on active duty are eligible to contribute to the Catastrophic Leave Bank.
- 13-17.1.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the bank.
- 13-17.1.3 The contribution, on the appropriate District form, shall be authorized by the unit member.
- 13-17.1.4 Donations to the Bank are irrevocable.
- 13-17.1.5 Contributions shall be made between September 1st and October 1st of each school year.
- 13-17.1.6 The annual rate of contribution by each participating unit member shall be a maximum of two (2) days of sick leave. With the exception of 17.1.9 below, unit members must contribute at least one day of sick leave each year in order to be eligible to withdraw from the bank.
- 13-17.1.7 For the purpose of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.
- 13-17.1.8 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant.
- 13-17.1.9 If the number of days in the Bank on October 1st exceeds 250 days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be given the opportunity to contribute to the Bank (see 17.1.6).

### 13-17.2 Withdrawal from the Bank

- 13-17.2.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury (based on competent medical evidence) that has caused an employee to be incapacitated from the performance of his/her duties as an employee of the District, or is reasonably certain to result in such incapacity for twenty (20) consecutive work days within

one school year. Catastrophic injury or illness shall also include an illness or injury that incapacitates a member of the employee's family. The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

13-17.2.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the Bank.

13-17.2.3 Unit members who are eligible to withdraw from the Bank will receive no more than thirty (30) sick days per request. If necessary, unit members may reapply for an additional 30 sick days. Leave from the Bank may not be used from one school year to the next. Unit members must reapply at the beginning of a new school year. Catastrophic Leave shall be used as a transition to the District paid income protection plan.

13-17.2.4 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.

13-17.2.5 Leave from the bank may not be used for work-related illnesses or injuries which qualify the unit member for worker compensation benefits unless the unit member has exhausted all workers compensation leave under Article 13, #7.

### 13-17.3 Process for Settling Disputes

13-17.3.1 The District and the Association agree to establish a Catastrophic Leave Review Committee. The committee shall be comprised of five members, two appointed by the District and three appointed by PVFA. Any unit member dissatisfied with any action taken or decision made by the District, concerning the Catastrophic Leave plan herein provided, may appeal that action or decision to the review panel within ten (10) working days. Unit member(s) dissatisfied with any action taken by the Catastrophic Leave Review Committee may appeal that decision to the Board of Trustees within ten (10) days. The decision of the Board shall be final.

No action taken by the District under this Section shall be subject to the grievance procedure of this agreement.

13-17.4 An employee who is suffering from a catastrophic injury or illness may not draw upon the leave bank until exhaustion of all paid illness and injury leave. Thereafter, donated leave from the leave bank shall be paid concurrently with substitute-differential pay, provided that the total daily compensation paid to the donee employee shall not exceed the donee employee's daily rate of

pay were he actively employed. No employee who qualifies for a donation of leave from the leave bank based on an injury or illness of his/her family shall be authorized to receive substitute differential pay.

13-17.5 The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this Section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

13-17.6 An employee who wishes to donate sick leave shall execute an authorization for the donation of the sick leave and an assignment of the leave to the leave bank. No surrender and assignment shall be effective until approved by the Superintendent or his designee. The Superintendent shall have the final, unreviewable and sole discretion to approve or to disapprove a donation of sick leave. The decision of the Superintendent shall not be subject to the grievance procedure but may be reviewed by the District's Board of Education in accordance with the procedures set forth in Section 17.8 below.

13-17.7 An employee who has submitted a request to donate sick leave, and an employee who receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claims, demands, or causes of action related to the donation.

13-17.8 If any provision of Section 17 is held to be unlawful, then this entire section shall be null and void.

13-17.9 Section 17 supersedes any obligations of the District under Education Code Section 44043.5

13-18. Family and Medical Care

Pursuant to State and Federal law, the District will provide family and medical care leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave rights and obligations which are not specifically set forth below, are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA") and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2) unless otherwise provided by this article. "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

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 during 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).

### 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 who has a serious health condition; or
- d) leave because of a serious health condition that makes the member unable to perform the function of his/her position.

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.

"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 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 work weeks of leave during any 12 month period. 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 pregnancy, 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 pregnancy or entitlement to FMLA and PDLA leave ends, whichever occurs first.

The 12 month period for calculating leave entitlement will be a "rolling period" measured forward from the date leave is taken and continues with each additional leave day 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. In addition, while on leave, members will continue to be covered by the District's medical, dental and vision insurance. However, members will not continue to be covered under the District's income protection and other benefit plans unless members make the appropriate contributions for continued coverage.

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 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.

#### 13-18.5 Use of Other Accrued Leaves While on Leave

Unpaid family leave pursuant to this section shall run concurrently with available paid leaves. If a unit member requests leave for any reason permitted in Section 18.2, he/she must exhaust all available paid leaves (except sick leave and extended illness leave) in connection with the family leave.

If a member requests leave for his/her own serious health condition, in addition to exhausting all available paid leaves, the unit member must also exhaust sick leave and extended illness leave.

#### 13-18.6 Medical Certification

The District may require members who request leave to provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the member's own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position.

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the member. The opinion of the third provider will be binding.

#### 13-18.7 Member Notice of Leave

Although the District recognizes that emergencies arise which may require unit members to request immediate leave, unit members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (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 placement for adoption or foster care of a child or to take care of a newborn or a child placed for adoption or foster care), the unit 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, the District may delay the granting 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.

#### 13-18.8 Reinstatement Upon Return from Leave

Upon expiration of leave, a member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

As a condition of restoration of a unit member whose leave was due to the member's own serious health condition, which made the member unable to perform his/her job, the unit member shall obtain and present a fitness-for-duty certification from a health care provider that the member is able to return to work. If the unit member has a disability protected by law, the fitness-for-duty certification may include work related restrictions and proposed reasonable accommodations, subject to anti-disability discrimination law requirements. Failure to provide such certification will result in denial of restoration.

#### 13-18.9 Request for Leave

Member shall fill out the "Request for Family or Medical Leave Form" prepared by the District to be eligible for leave. This form will enable the District to satisfy its record keeping obligations.

## **ARTICLE 14 - SAFETY CONDITIONS**

### **14-1 Assault, Insult, Abuse:**

- 14-1.1 Bargaining unit members may use such force as is reasonable under the circumstances to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to other, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- 14-1.2 The bargaining unit member and his/her supervisor shall report to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or menaced by a pupil.
- 14-1.3 Failure to make such a report is a misdemeanor.
- 14-1.4 If court proceedings are brought against a certificated non-management member alleging that he/she committed an assault in connection with his/her employment, such member may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board, after any such request, does not provide such counsel and the member prevails in the proceeding, then the Board shall reimburse the member for counsel fees incurred in his/her own defense and shall reimburse the member for any loss in salary provided that:
  - 14-1.4.1 The assault was not malicious or,
  - 14-1.4.2 The action was not a proceeding between the District and the employee.
- 14-1.5 A teacher may suspend a pupil from his or her class for the day of the suspension and the day following for any of the acts cited in Section 48900 of the Education Code.
  - 14-1.5.1 The teacher shall immediately report the suspension to the principal for appropriate action. As soon as possible, the teacher shall attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or parent/guardian so requests. The pupil shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the teacher of the class and the principal.
  - 14-1.5.2 A student may be suspended or expelled for any of the acts which are enumerated above and which are related to school activity or school attendance, including but not limited to, a) while the student is on school grounds, b) while the student is coming to or going from the school campus, c) during the student's lunch period--whether on or off campus, or d) during, while coming to, or while going from a school-sponsored activity.

## **ARTICLE 15 - PERSONNEL FILES**

- 15-1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 15-2 Such material is not to include ratings, reports, or records which 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination.
- 15-3 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- 15-4 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee has been notified of the most recent incident causing the issuance of the document within twenty (20) work days and given an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 15-5 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of non-confidential materials in such unit member's personnel file without charge.

## **ARTICLE 16 - LEGAL PROTECTION**

- 16-1. The Governing Board, upon the request of a bargaining unit member, will provide for the defense of any civil action or proceeding brought against him/her, in his/her official or individual capacity or both, on account of an act of omission in the scope of his/her employment as an employee, provided that the member was not engaged in fraudulent, corrupt or malicious action and provided that the action is not brought by the Board or an agent of the Board.

## **ARTICLE 17 - COMPLAINT PROCEDURES**

- 17-1 At such time as it is determined that a complaint by a parent, community member, and/or employee of the District may negatively affect a unit member's evaluation and/or lead to a disciplinary action, it shall be reported within 20 work days to the unit member by the District.
- 17-1.1 Complaints concerning unit members shall be made directly by the complainant to the person against whom the complaint is lodged. Parents, community members, and District staff shall attempt to orally resolve concerns with unit members personally before filing formal written complaints with the District.
- 17-1.2 If the complaint is not resolved at the informal level (Article 1.1), the complainant may submit the complaint in writing to the unit member's immediate supervisor.
- 17-1.2.1 A written complaint must include the name of the unit member(s) involved and a brief summary of the complaint, the surrounding facts, and a brief description of efforts to resolve the complaint informally.
- 17-1.2.2 The Principal or immediate supervisor is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of all parties involved. If the complaint is resolved, the Principal will advise all concerned parties.
- 17-1.3 If either party is not satisfied with the disposition of the complaint at 1.2, the Principal shall refer the written complaint, together with a report and analysis to the Superintendent or designee.
- 17-1.3.1 The Superintendent or designee will review the complaint, investigation report, and analysis and render a final administrative determination. Either party may ask the Board of Trustees to review the Superintendent's decision.
- 17-1.4 If a written complaint is placed in the unit member's personnel file, the unit member may attach a response, which shall be placed in the unit member's personnel file. If the unit member challenges the truth of the allegations contained in the complaint, he/she may request the Association to file for arbitration under Article 5 of this Agreement. A finding to the effect that such allegations are true shall not be construed as an admission by him/her that the allegations contained in the complaint are true.

## **ARTICLE 18 - RETIREMENT**

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

## **ARTICLE 19 - CONCERTED ACTIVITIES**

- 19-1. It is agreed and understood that there will be no strike, work stoppage, or slowdown, or similar interference with the operations of the District by the Association or by its officer, agents, or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

## **ARTICLE 20 - SUPPORT OF AGREEMENT**

- 20-1. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear or cause any other person to appear before the Governing Board to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and the Association.
- 20-2 Individual school sites may request waivers from this Agreement and/or Board Policies subject to the following conditions:
- 20-2.1 The proposal must originate from the school site and be supported by at least two-thirds of the unit members at that site.
  - 20-2.2 The proposed waiver must be presented in a timely fashion (60 days) to the District and PVFA with a written rationale in support of the changes.
  - 20-2.3 Implementation of the proposal is subject to final approval by the Superintendent or her/his designee and the Association.
  - 20-2.4 The waiver shall be valid for one year. The proposed changes can be renewed in succeeding years on the same grounds as specified in this Article.

## **ARTICLE 21 - EFFECT OF AGREEMENT**

- 21-1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

## **ARTICLE 22 - SAVINGS PROVISIONS**

- 22-1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE 23 - SPECIAL EDUCATION**

- 23.1 RSP Teachers
- 23.1.1 Resource Specialists shall not simultaneously assigned to serve as a resource specialist and to teach regular classes (Education Code 56362(d)). For example, an 80% RSP Teacher / 20% English Teacher would have a caseload of 22 students.
- 23.1.2 The workday for unit members assigned as RSP teachers is delineated in Article 6 of this Agreement.
- 23.1.3 The District shall comply with Education Code Section 56362 (f) when assigning aides to the resource program.
- 23.1.4 RSP teachers shall have the same access to classroom supplies as other teachers at his/her school.
- 23.1.5 RSP teachers shall have access to textbooks and materials that are necessary to meet the needs of their students.
- 23.2 Special Day Class Teachers (SDC)
- 23.2.1 The workday for unit members assigned as SDC teachers is delineated in Article 6 of this Agreement.
- 23.2.2 The District shall provide Para-Educators to SDC teachers in compliance with IEPs and State & Federal Regulations.
- 23.2.3 SDC teachers shall have the same access to classroom supplies as other teachers at his/her school.
- 23.2.4 SDC teachers shall have access to textbooks and materials that are necessary to meet the needs of their students.

**Effective the 1<sup>st</sup> day of July, 2006**

**For the Association:**

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Cheryl Ginsberg, President  
Palos Verdes Faculty Association

**For the District:**

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Barbara Lucky, President  
Board of Education



## **APPENDIX A - SALARY REGULATIONS**

### A-1. Experience credit for Step Placement:

#### A-1.1 Teaching

Teaching experience 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.

New hires shall be limited to five (5) years of service credit, starting on Step 6, unless the District determines a need in a specific subject area(s). For those specific cases, maximum credit shall be 11 years, starting on Step 12. (Examples of District needs include math, science, special education, teachers with multiple credentials, and other areas with agreement from PVFA.

Initial placement on the salary schedule recognizes, on a year-for-year basis, any applicable combination of the following up to the sixth step.

A-1.1.1 Service as a teacher, counselor, librarian, supervisor, and/or administrator in a properly accredited elementary or secondary school.

A-1.1.2 Service as an instructor in an accredited public or private college or university.

A-1.1.3 Service as a librarian in an approved public library.

A-1.1.4 Service as a nurse in a public agency.

A-1.1.5 Service as a psychologist or psychometrist in a public agency.

#### A-1.2. Military

Active military service in the armed forces of the United States of America (excluding active duty for training) shall be allowed to the extent of one step for each ten months of verified service to a maximum of two steps of full-time credit.

#### A-1.3 Related

Rating-in credit to a maximum of two steps may be granted for approved experience at the discretion of the Superintendent, provided such related experience is in a field corresponding to the unit member's assignment or college major. Verification of experience is the responsibility of the new staff members and, if approved, is allowable only upon original placement.

#### A-1.4 Peace Corps, VISTA, Teaching-Related Programs

Service with the Peace Corps, VISTA, or other teaching-related programs shall be allowed to the extent of one step for each ten months of verified service in which the unit member has the same duties as a person in the position for which the unit member is hired. Service with the teaching-related programs in which the trainee had the same duties and responsibilities as regular contract unit members in the District will be credited in the same manner as any other contract teaching

service providing the service was full time. Receipt of credit is contingent upon official verification of Peace Corps, VISTA, or other comparable teaching-related service.

A-1.5 Total Credit

Total credit allowed for prior teaching experience, related experience, and military service - individually or combined - shall not result in placement beyond Step 6 (or Step 12, if based on the terms and conditions in Section 1.1). The above rating-in policies, which represent changes from previous policy, are effective with hiring for the 2005-2006 school year and are not retroactive.

A-2. Advancement of Schedules

A-2.1 Step Advancement

After the initial rating-in a unit member may advance only one step each year, provided he/she has served 75 percent of the working days during the school year, (excluding summer session) and provided that the most recent formal evaluation, as described in Article 9 of this Agreement, of the unit member shows that his/her overall performance was satisfactory or better.

A-2.2 Course Approval

If the Association and the District agree that there will be column advancement, the following shall apply: A unit member who wishes to apply college or university credit toward advancement on the salary schedule must obtain approval of the course from his/her immediate supervisor and from the Administrator of Personnel Services prior to the unit member taking the courses. The unit member is responsible for submitting the course approval form to the Personnel Office through the immediate supervisor. The District will approve for salary advancement no more than six (6) semester units, or their equivalent, per semester during the regular school year, and no more than fifteen (15) semester units, or their equivalent, during the summer recess. Additionally, the following is required if courses are to be accepted for credit on the salary schedule.

A-2.2.1 All courses must be taken in accredited colleges or universities.

A-2.2.2 Courses may not be duplicated for salary credit.

A-2.2.3 Courses must be taken after the receipt of the bachelor's degree.

A-2.2.4 All courses must be passed with a "C" grade or higher.

A-2.2.5 The unit member must indicate, in writing, how each course will improve professional competency and/or be of value to the District in the current or probable future assignment of the member.

A-2.2.6 A course must have value to the District in the current or probably future educational assignment of the unit member.

A-2.3 Column Advancement:

The unit member is responsible for submitting a written application for transfer from class to class on the salary schedule by May of the school year prior to the school year of the proposed class transfer. The transfer request is to be submitted to the Personnel Office through the unit member's immediate supervisor. Transfers from class to class will be affected at two time periods during the year, only. The first time is in the fall when verification of course work completed by September 1 must be submitted to the Personnel Office no later than November 15; the salary adjustment is then made retroactive to September 1. The second time is in the early spring when verification of course work completed by February 1 must be submitted no later than April 1; the salary adjustment is then made retroactive to February 1.

A-2.3.1 Effective July 1, 2003, a Juris Doctorate degree will be considered the equivalent of a Masters' Degree for placement on the salary schedule(s).

A-2.4 Career Increments

Unit members are eligible for career increments as indicated on salary schedules A, 2, F, G, H, K, & T after 15 years of service (Step 16) credited by the District and after 20 years of service (Step 21) credited by the District and after 25 years of service (Step 26) credited by the District, and again after 30 years of service (Step 31) credited by the District. "Credited by the District" refers to salary schedule credit, with salary adjustments made effective at the beginning of the unit member's regular work year

Effective September 1, 2007, unit members are eligible for career increments as indicated on salary schedules A, 2, F, G, H, K, & T after 14 years of service (Step 15) credited by the District and after 19 years of service (Step 20) credited by the District and after 24 years of service (Step 25) credited by the District, and again after 29 years of service (Step 30) credited by the District. "Credited by the District" refers to salary schedule credit, with salary adjustments made effective at the beginning of the unit member's regular work year.

## **APPENDIX B – MOUs**

### **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PALOS VERDES FACULTY ASSOCIATION (PVFA) AND THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

Having met and negotiated in good faith, PVFA and the Palos Verdes Peninsula Unified School District agree to the following concerning the establishment of a Health Insurance Committee:

In order to control future cost increases for medical insurance, it is the intent of the parties to establish a Health Insurance Committee consisting of three (3) representatives chosen by PVFA, three (3) representatives chosen by CSEA, the Deputy Superintendent of Business Services, the Director of Human resources, one (1) confidential employee, and one (1) site administrator.

The purpose of this committee is to review proposals from health insurance carriers that provide comparable coverage (plan specifications) to the current CalPERS medical plans and present a recommendation to the Board of Education.

Once shared with and approved by the bargaining units, the Health Insurance Committee shall make recommendations to the Board of Education prior to May 1, 2007 regarding any new medical insurance providers.

If a proposal(s) from a health insurance carrier(s) offers comparable medical coverage (plan specifications) to CalPERS, and is approved by the bargaining units and the Board of Education, the District may terminate its agreement, within the statutory timelines, with CalPERS and enter into an agreement with the new medical insurance provider.

Date: 1/31/07

### **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PALOS VERDES FACULTY ASSOCIATION (PVFA) AND THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

Having met and negotiated in good faith, PVFA and the Palos Verdes Peninsula Unified School District agree to the following concerning Shared Teaching Assignments:

#### **Eligibility:**

1. Shared teaching assignments shall be available only to tenured teachers who possess a clear credential, who are already employed by the district and who have mutually agreed to work together.

Teachers may submit their request for such an assignment to the Superintendent or designee by March 1 of the preceding school year.

2. Teachers requesting a shared assignment shall be informed of the status of their proposal by June 10.
3. The Superintendent or designee shall annually review the effectiveness of the shared teaching assignment and determine whether or not it may continue the following year. He/she shall notify the teachers of this decision on or before March 15 of each year.

#### **Hours and Responsibilities:**

1. Both teachers will work the equivalent of half of the school days required of full-time teachers and will perform a proportionate share of adjunct duties.
2. Both teachers shall meet with the principal before school opens to establish exact working days and meeting responsibilities. Both teachers shall attend parent conferences, staff meetings and back-to-school nights. Both teachers also may be expected to attend specific in-service meetings and to work a full day on at least the first two days of the first week of school.
3. Both teachers shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.
4. The principal shall approve the teachers' working calendar before school opens.

#### **Salary, Leaves and Absences:**

1. Each teacher will receive one half of his/her annual salary according to individual placement on the salary schedule.
2. The employee and the district's contribution to the retirement system shall be one half of that normally paid. Upon completing a year's work at half time, the teacher will receive one-half year of service toward advancement on the salary schedule and one-half year's credit toward years of service in the teachers' retirement system.
3. Whenever one of the teachers sharing an assignment is absent, the other teacher sharing the assignment shall make every reasonable effort to perform substitute teaching duties. For this service, his/her pay shall correspond with district substitute pay for day-to-day substituting. If an absence extends beyond two consecutive weeks, he/she shall receive his/her regular teacher's pay beginning with the first day of substitute service.
4. Teachers sharing an assignment shall accrue sick leave and other leave benefits at one half the normal rates. Worker compensation insurance shall be paid on the employee's actual salary.
5. This MOU will expire June 30, 2008.

Date: 1/31/2007

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
PALOS VERDES FACULTY ASSOCIATION  
AND THE  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

Having met and negotiated in good faith, the Palos Verdes Faculty Association (Association) and the Palos Verdes Peninsula Unified School District (District) agree to the following terms and conditions with respect to the temporary transfer of work normally performed by the certificated bargaining unit to temporary consultants that are not part of the certificated bargaining unit represented by the Association. The parties agree that this agreement is not precedential, shall not be considered or offered as part of a past practice, and shall not be applied to any certificated bargaining unit work not addressed in this agreement.

Terms of Agreement:

1. In consideration of current vacancies in the position of Speech Therapist, the District may employ, on a need-only basis, temporary consultants to complete certificated bargaining unit work normally completed by Speech Therapists who are part of the certificated bargaining unit represented by the Palos Verdes Faculty Association. These temporary consultant contracts shall include provisions for termination of service at the discretion of the district.
2. The District and PVFA agree to move all current PVPUSD Speech Therapists on to the attached salary schedule (G) with an effective date of December 1, 2006.
3. The District agrees to make an immediate and on-going good faith effort to hire full-time temporary or probationary employees for all vacancies in the position of Speech Therapist. This shall include, but not be limited to, adhering to posting requirements in accordance with the PVFA/PVPUSD Master Collective Bargaining Agreement and general District recruiting practices for vacant District positions.
4. The District and PVFA agree that this agreement shall be effective upon execution by the parties and that it shall expire as of June 30, 2007, at which point the items contained herein are subject to bargaining.

Date: 11/18/06

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
PALOS VERDES FACULTY ASSOCIATION  
AND THE  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

1. This is a pilot program. Extended day kindergarten is also a subject of negotiations. The program will be evaluated by May 15, 1997. The purpose of this evaluation is to determine whether or not the "pilot" program will continue into the 1997-98 school year.
2. The kindergarten program will receive all of the revenue, minus the costs related to this agreement & program, generated by the extended day schedule for 1996-97. The kindergarten teachers at each school, working with their Principal, will determine how their share of the funds will be spent. The goal is to use these funds to help develop a "State of the Art Kindergarten Program."
3. Kindergarten aide time will be frozen at the 1996-97 levels. Aide time can be increased at individual sites, through the use of school site funds.
4. The kindergarten teachers who were required to move to a new school during the summer will receive up to three days of compensation at their daily rate of pay. This compensation will come from the revenue generated by the extended day kindergarten. PVFA agrees that this will not set a precedent for similar situations in the future.
5. Kindergarten teachers will receive up to 3 days of release time to plan for the longer instructional day.
6. The kindergarten teachers and principals will have the flexibility to develop the new kindergarten schedule for their individual schools, as long as it follows legal and contractual guidelines. The starting date for the new kindergarten schedule must be on or before February 13<sup>th</sup>. The specific starting date for each school will be determined by the kindergarten teachers and principal at each site. In order to bank additional minutes for shortened days, the new schedule must include 105 minutes for each of the small group sections.
7. The District will make every effort to CAP kindergarten classes at 28 students. Classes that exceed 28 students will receive more aide time or additional funds for classroom materials/equipment. In 1996-97, the funds for the increased aide time or classroom materials/equipment will come from the revenue generated by the extended day kindergarten.
8. Both parties will meet again in May to discuss and evaluate the extended day kindergarten and other issues related to this program. This includes more teacher input into student placement in the early or late schedule.
9. Both parties will meet on February 18<sup>th</sup> to discuss a variety of issues. This includes issues related to the DK program.

Date: 1996

## **APPENDIX C -- SALARY -- Extra Pay Assignments**

- C-1 Compensation to unit members for District-approved extra-pay assignments shall be 7% based on their placement on the 2005-06 teachers' schedule A (effective January 1, 2006) not including career increments, for the duration of this agreement.
- C-2 The activities for extra-pay assignments are as follows and are limited to no more than two (2) stipends per year per unit member. Exception to the two (2) assignments per unit member rule may be made at the sole discretion of the Superintendent or designee.
1. Band, Drama, Forensics, Vocal Music, Model United Nations, Academic Decathlon Advisor, High School Math Team/Club Sponsor
  2. Pep Club (Song and Cheer), Drill Team, School Yearbook, School Newspaper
  3. All Varsity Head Coaches (boys and/or girls)
  4. Activities Director (two [2] stipends)
  5. Athletic Director (2)
  6. Department Chairperson
  7. Dance
  8. All coaches other than Varsity Head Coaches
  9. Drama Production/Stagecraft, Spring Musical Director, Spring Orchestra Director
  10. Intermediate Math Club Advisors, Intermediate Yearbook Sponsor
  11. Lead Teacher
  12. Lead Teacher at Satellite Sites (1.5 Stipends).
  13. Five additional stipends for high school academic programs.

## **APPENDIX D -- SALARY SCHEDULE A (185 Days) -- Teacher**

## **APPENDIX E -- SALARY SCHEDULE 2 -- Extra Duty**

## **APPENDIX F -- SALARY SCHEDULE S -- Summer School**

## **APPENDIX G -- SALARY SCHEDULE F (190 Days) -- Intermediate Counselor**

## **APPENDIX H -- SALARY SCHEDULE T (195 Days) -- High School Counselor**

## **APPENDIX I -- SALARY SCHEDULE G (185 Days) -- Speech Therapist**

## **APPENDIX J -- SALARY SCHEDULE K -- (190 Days) Psychologist**

## **APPENDIX K -- SALARY SCHEDULE H -- (200 Days) Program Specialist, Special Education**

## **APPENDIX L -- Calendar(s)**

Calendars will be attached as approved by the Board of Education.