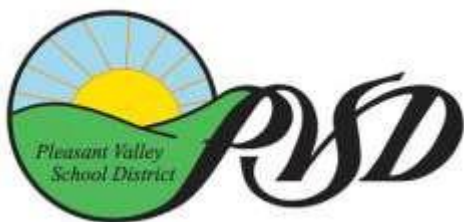


**Collective Bargaining Agreement**  
Between  
**Pleasant Valley School District**  
And  
**Pleasant Valley Education Association**



For the period of  
July 1, 2023 through June 30, 2024

Updated and Approved:  
May 2023

---

Pleasant Valley School District - Human Resources  
Department 600 Temple Avenue  
Camarillo, CA 93010  
(805) 389-2100

## Table of Contents

Article 1: Agreement/Recognition/Duration of Agreement .....	4
Article 2: Association Rights .....	4
Article 3: Class Size.....	5
Article 4: Complaints from Citizens .....	8
Article 5: Concerted Activities.....	9
Article 6: Discipline.....	9
Article 7: Duty/Hours/Calendar.....	11
Article 8: Evaluation Procedures.....	20
Article 9: Grievance.....	24
Article 10: Job Sharing .....	28
Article 11: Leaves .....	29
Article 12: Management Rights and Responsibilities .....	40
Article 13: Miscellaneous Provisions .....	41
Article 14: Nondiscrimination.....	42
Article 15: Association Dues and Deduction Authorization .....	42
Article 16: Peer Assistance and Review (PAR) Program .....	44
Article 17: Personnel Files .....	49
Article 18: Retirement Issues .....	50
Article 19: Safety Conditions of Employment .....	52
Article 20: Salary and Benefits.....	56
Article 21: Savings .....	60
Article 22: Statutory Changes .....	60
Article 23: Summer School/Extended School Year.....	61
Article 24: Temporary/Hourly Employees.....	61
Article 25: Transfers .....	62
Article 26: Unit Member Legal Protections .....	68

Appendix A	Salary Schedules & Memorandums of Understanding (MOUs) for 23-24 School Year	
	Teacher/Nurse	
	Psychologist	
	Counselors	
	Speech & Language Pathologists	
	MOU – Article 7.6 Middle School Conferences	
	MOU – Article 20 Assurances	
	MOU – Article 23 Summer School and ESY	
	MOU – Article 25.4 Middle School Involuntary Transfer Lang.	

## **Article 1: Agreement/Recognition/Duration of Agreement**

**Agreement:** The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board of the Pleasant Valley School District, hereinafter referred to as “District” and the Pleasant Valley Education Association/CTA/NEA, hereinafter referred to as “Association”. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

**Recognition:** The District recognizes the Association as the exclusive representative of all certificated employees of the District – excluding those certificated employees who are management, confidential and supervisory employees as defined in the Act. All certificated employees represented by the Association are designated as “unit members” for the purpose of this Agreement.

**Duration:** This Agreement shall be effective upon ratification and shall remain in full force and effect through June 30, 2023. The Agreement may be amended annually by the mutual approval of the District and the Association, to include: Salary and Benefits and two articles and or subsections (i.e. by opening only subsections, the entire article is not opened) chosen by each party, unless both parties mutually agree to waive the number of openers.

## **Article 2: Association Rights**

### **2.1 Communication**

The Association, in accordance with the law, shall have the right to use the District mail service and unit member mailboxes for communications to unit members. A copy of the communication will be given concurrently to the site administrator.

The Association Executive Board and Faculty Reps under the direction of the Association president shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members. The site administrator will be concurrently copied (cc). Unit members shall comply with the Acceptable Use of Technology Agreement (BP 4040 Rev. 9-15-05).

### **2.2 Bulletin Boards**

The Association, in accordance with the law, shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members, provided such notice includes the date of publication and clearly identifies the Association name, and provided further such notice is given concurrently to the site administrator.

### **2.3 Use of Buildings and Equipment**

The Association shall have the right to use District buildings and sites for meetings and Association activities consistent with the District Civic Center procedures.

## 2.4 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

## 2.5 Appointment to District and Joint Committees

The Association shall have the opportunity to have unit member representation on all District committees. The Association shall select unit member representatives to serve on all Association/District joint committees. The Association President shall be notified of all District committee meetings.

## **Article 3: Class Size**

The Education Code provides maximum class size for grades K-8 without loss of funds to the District. The following language establishes class sizes for TK - 8. It also meets the collectively bargained alternative for Grade Span Adjustment (K-3).

- 3.1 The maximum class size for grades TK - 3 is 24.
- 3.2 The maximum class size for grades 4 - 5 is 32.
- 3.3 A teacher whose class exceeds the maximum will be compensated with the following monthly stipends:
  - Grades TK - 5 will receive \$145 per student for the first two over maximum and \$300 for the third student over maximum.
  - Grades 6, 7 and 8 will receive \$145 per student, per period.

Up to October 1<sup>st</sup>, teachers will receive the stipend for students enrolled in a class over the maximum class size after twenty (20) school days. After October 1<sup>st</sup>, teachers will receive the stipend for students in a class over the maximum class size after ten (10) school days. If the student who exceeds the class size maximum un-enrolls prior to the end of the month, the stipend will be terminated at the end of that calendar month. Accordingly, an additional student may be enrolled in the class for the remainder of that month.

No class will have more than (3) three students over the maximum. If a third student is to be added after October 1<sup>st</sup>, all interested permanent teachers at that grade level will be offered the additional student first.

Combination classes will not have additional students over the maximum class size.

For grades TK through 5, no class will have a second student over the maximum until all other classes at the site's grade level have an additional student.

Teachers who job share will divide the stipend(s) based on their job share percentage.

### 3.4 Middle School

The maximum class size for grades 6<sup>th</sup>, 7<sup>th</sup>, or 8<sup>th</sup> grades is 35 students per period, exclusive of physical education and music. A physical education class shall not exceed fifty-five (55) students per period. If a need arises whereby the maximum number will need to exceed the thirty-five (35) limit, mutual agreement between principal and the affected teacher must occur.

- a. In those schools operating on a 6 period per day schedule in grades 6, 7, and 8, the number of students seen and/or rostered to a teacher, other than physical education on any given day shall not exceed 175.
- b. In those school operating on a 6 period, 3 classes per day “traditional block” schedule in grades 6, 7, and 8, the number of students seen and/or rostered to a teacher, other than physical education and performance-based music, shall not exceed 175. Over a 2 consecutive day cycle, the number of students seen and/or rostered shall also not exceed 175\*.

\*The maximum of 175 does not include students that participate in auxiliary periods (ie. SSR, RTI, Homeroom, or Advisory Periods).

- c. In physical education, and performance-based music, the number of students seen and/or rostered to a teacher, on any given day shall not exceed 270.
- d. For the purpose of safety, the number of students per station will be limited as follows:
  1. Science lab - 4 students
  2. Home making - 5 students
  3. Industrial Arts - 4 students
  4. Photography - 5 students

The number of students per station does not necessarily limit the size the class.

- e. Student aides shall not be included in class size limits.
- f. Teachers teaching classes with different class size limits shall receive pro rata credit in determining their daily class load:
  1. Number of regular classes X 30.
  2. Number of physical education classes X 45.
  3. Number of lab classes at maximum specified.

### 3.5 Combination Classes

- a. From time to time the District may have the need to create classrooms with more than one (1) grade level. In recognition of the special needs of Combination classes, the District will assist teachers in preparing for and teaching the Combination class. When a multi-grade class is to be established, interested teachers will be given consideration for the Combination assignment. When possible, this assignment will be for one (1) year.

- b. When placing students in a combination class, site administration will take into account student factors, such as a student's independence and grade level proficiency.
  - c. A teacher of a combination class will be compensated with a yearly stipend of \$4,000 paid in monthly installments, starting no later than the second month of the school year.
  - d. A middle school Digital Learning Academy or a K-8 middle school combination class is one that requires preparation for two (2) different core curricula (math, language arts, history and science) with two separately defined standards taking place in the same class period. Effective the 2023-2024 school year, the teacher shall be compensated 1/5 of a regular combination class stipend as defined in Article 3.5c.
- 3.6 An IEP team will determine a student's Special Education services based on the student's eligibility and goals.
- 3.7 Special Education Staffing/Caseload: The District will follow Ed Code for RSP and Speech and Language.
- a. An elementary or K-8 RSP teacher, whose caseload exceeds the maximum of twenty-eight (28) per Ed Code, and in which the district must submit the "Resource Specialist Caseload Waiver" will be compensated with a monthly stipend of \$85 per student.
  - b. A middle school RSP teacher whose class exceeds the maximum of twenty-eight (28) per Ed Code, in which the district must submit the "Resource Specialist Caseload Waiver" will be compensated with a monthly stipend of \$85 per student, per period.
  - c. RSP teachers may have a substitute teacher when they are absent, just as the general education teachers. Detailed substitute plans must be provided.
  - d. The District will have a goal of psychologist or counselor to student ratio of 1:750
  - e. Caseload for a unit member less than 1.0 FTE will be adjusted proportionally according to their (%) percentage of assignment. Psychologist and counselors may be assigned/reassigned annually to balance caseloads.
- 3.8 The District shall provide Instructional Assistants for special education classes. Assignments of IA positions are determined by the Director of Special Education with input from the site administrator and special day class teacher. The special day class teacher may request that the IA staffing allocation be reviewed by the Director of Special Education.
- 3.9 Specialized Services: The District will follow respective laws related to the administration of medical procedures.

### 3.10 Definitions:

- a. Specialized Academic Instruction: Adapting as appropriate to the needs of the child with a disability the content, methodology or delivery of instruction to ensure access of the child to the general curriculum..." (34 CFR 300.39 (b) (3)). SAI is determined by the IEP team and is derived from assessment information, data collected, and goals/objectives developed in the student's area(s) of need.
- b. Students with disabilities are to receive their education in chronologically age-appropriate, general education environment in the same public school as the students without disabilities in their neighborhood unless there is an educationally compelling reason why this cannot be accomplished. The presence of a disability, in and of itself, does not constitute an educationally compelling reason.
- c. The District is mandated by the Individuals With Disabilities Act (IDEA) to provide a continuum of services that goes from Consult services to Residential Placement. Any decision to provide special education supports and services is determined by the IEP team using assessment information, data collected, and the development of goals/objectives. Other than the general education setting, educational supports and services may be provided in the following settings:
  - Consultation services on a regular basis
  - Student is assigned to a general education classroom and is pulled out for specific services
  - Special Education Class on a public school campus (these must be taught by appropriately credentialed Special Education teachers with subject matter competency)
  - Integration/Mainstreaming: Students who participated in the general education program (academic or non-academic) for at least a portion of the school day.
  - Co-Teaching in a general education classroom for the majority of the day with a general education teacher and a special education teacher
  - Full Inclusion: A student who demonstrates a need for SAI services for more than 49% of their day and they are placed in a fully general education classroom

## **Article 4: Complaints from Citizens**

- 4.1 The Board and the Association desire that complaints be resolved expeditiously without disrupting the education process.
- 4.2 Any formal complaint from a citizen or parent about any unit member shall follow the District Complaint Procedure (AR 1312.1).
- 4.3 After the District Complaint Procedure has been followed through its course as contained therein (AR 1312.1) and the written complaint and the attached response



are placed in the unit member's personnel file and the unit member feels that he/she has not had a full opportunity for presentation of his/her side of the issue, the unit member may file a grievance on that basis. If the grievance procedure at the final step shall result in sustaining such grievance, there shall be immediate destruction of the written complaint. The failure by the unit member to file a grievance shall not be construed as an admission by the unit member that the allegations in the complaint are true. In this procedure the grievance may be implemented at level two of the Grievance Complaint Procedure.

- 44 The District shall not dismiss or refuse to reemploy a unit member on the basis of unproven allegations in a citizen or parent complaint.
- 45 Upon revision of Board Policy 1312.1 and AR 1312.1, the Association shall be notified.

### **Article 5: Concerted Activities**

- 51 For the duration of the Agreement, the Association will not engage in, or authorize, any concerted interruption of educational activities or withholding of service by members of the bargaining unit. No officer or representative of the Association shall be empowered to cause or participate in any such prohibited activity. In the event a member of the bargaining unit violates this Article, the Association and/or its officers shall notify the unit member in writing to cease and desist from such activity immediately.
- 52 The District agrees that it will not engage in, or authorize, any lockout of unit members for the duration of the Agreement.
- 53 It is agreed by the parties that this Article does not apply to those matters which remain to be agreed upon as reopeners during the lifetime of this Agreement. However, the provisions of this Article will be in force until all impasse procedures (mediation and fact finding) provided in Article 9 of SB 160 (The Rodda Act) have been utilized.

### **Article 6: Discipline**

- 6.1 The District shall not base adverse action against a unit member on matters relating to the unit member's performance as an employee unless those matters are contained in the unit member's personnel file. Relevant material should be placed in the personnel file following the incident giving rise to the disciplinary action. The unit member will be notified that such materials are to be placed in the file.
- 6.2 The District agrees to apply progressive discipline and correction except where the nature or seriousness of the offense reasonably requires further action. The level of discipline must relate to the severity of the offense. Discipline shall be for cause. Unit members must be notified of their right to union representation during any progressive discipline proceeding. Unit members have ten business days to submit a written response to any written record of progressive discipline.
- 6.3 Progressive discipline includes the following:
  - a. Oral Warning: Oral warnings are used to prevent or to correct behavior where the

offense does not immediately warrant a record of the event being placed in the unit member's personnel file.

- b. Written Warning/Conference Memo: Written warnings and conference memos may be placed in the unit member's personnel file.

- c. Letter of Reprimand/Unsatisfactory Performance: These letters are used:

When a unit member repeats an offense after having previously received a written warning about the same or similar actions; or When the nature or seriousness of the offense or the possible consequences of repetition justify a record being placed in the unit member's personnel file.

The unit member shall sign the reprimand to acknowledge receipt and a copy will be placed in the unit member's personnel file.

- d. Suspension: Suspensions are used:

When a unit member repeats an offense after having previously received a written reprimand about the same or similar actions; or

When the nature or seriousness of the offense justify the suspension. No unit member shall be suspended for more than five working days without pay per offense.

Grounds for such suspension shall include the grounds set forth in Ed Code 44932 and 44933, violation of this agreement or violation of the District policies or procedures.

- 6.4 Except in cases of emergency, before the District suspends a certificated employee for cause pursuant to this Article, notice of such recommendation shall be made in writing and served in person or by certified mail to the employee by the Superintendent or designee. The notice shall contain:

- a statement of the specific acts or omission upon which the disciplinary action is based;
- the Education Code, policy, rule or regulation violated; the penalty proposed;
- copies of available documentary evidence upon which the recommendation is based

- 6.5 Right of Appeal: Notice of discipline under this Article pertaining to pay docking and suspensions, with or without pay, shall contain written notification to the unit member of his/her right to appeal the discipline. The appeal shall be in writing and submitted to the Director of Human Resources within five business days of receipt of the proposed discipline. A written decision from the Director of Human Resources shall be provided within five business days of receipt of the written appeal. The unit member may appeal this decision to the Superintendent for a final determination. The same process as outlined above will be utilized.

- 6.6 Both the District and Association will maintain confidentiality of progressive discipline and proceedings hereunder to the extent permitted by law.

## Article 7: Duty/Hours/Calendar

### 7.1 Workday at District Office

- a. Workday for teachers at District Office: such as Teachers on Special Assignment, and Nurses) shall be 6.5-hours, exclusive of a lunch period. However, they may be required to work seven (7) hours per day to conduct or attend meetings with parents, students or staff/administrators.

### 7.2 Workday at School Sites

- a. The workday for teachers at school sites shall be 6.5 hours, exclusive of lunch period. The workday for unit members that are psychologists, speech and language pathologists, or school counselors is referenced in Article 20.
- b. Unit members are expected to be at school sites at least fifteen (15) minutes before classes start and remain until the end of the workday unless otherwise specified in this article. Unit members who teach grades 6<sup>th</sup> – 8<sup>th</sup> are expected to remain fifteen (15) minutes after students' dismissal time unless otherwise specified in this article.
- c. For unit members who teach grades 6<sup>th</sup> – 8<sup>th</sup>, special circumstances may require that the fifteen (15) minute periods before and after classes may be combined into one thirty (30) minute period either before or after classes.
- d. Unit members will read emails by 9:00 a.m. daily and at the end of the day. This does not preclude business being discussed at staff meetings.

- e. The TK and K instructional day is defined as follows:

Staggered day (Monday through Friday)–

Early = 8:10 a.m. to 12:55 p.m. and Late = 9:40 a.m. to 2:25 p.m.

TK and K classes will have an AM and PM duty-free recess during the staggered time.

For grades 1-5, the instructional day will be from 8:10 a.m. to 2:25 p.m., Monday through Friday.

- f. On Site Common Prep-Time - Elementary School

On site common prep-time for elementary school unit members shall be on Mondays, Wednesdays, Thursdays and Fridays. Prep time shall be used to perform duties related to their teaching position (i.e. team planning, lesson planning, grading; communications or any school related functions).

1. Each 4<sup>th</sup>, 5<sup>th</sup> and 4<sup>th</sup>/5<sup>th</sup> grade teacher will be given a one (1) half-day of release time per month (ten (10) total). The teacher selected day is contingent upon obtaining a substitute. The teacher must remain on campus. There is no banking of the days; any half day not utilized by the end of the month will be forfeited. Days may not be utilized back-to-back.

2. Each TK and K teacher will be given a one (1) half-day release time per month (ten [10] total) through the 2023-2024 school year. The teacher selected day is contingent upon obtaining a substitute. The teacher must remain on campus. There is no banking of days; any half day not utilized by the end of the month will be forfeited. Days may not be utilized back-to-back.
- g. Collaboration is a valued structure that supports students and the professionals who work with them. TK-5 district collaboration time will be on Tuesdays from 2:35-4:10 p.m. This time will be directed by site or district administration and includes staff meeting time. On Tuesdays designated as in person grade level meeting days, principal directed PLC meetings shall end by 3:00 to allow for travel time.
    - ⌚ Part-time unit members shall be required to attend staff meetings that include mandated requirements (i.e. Blood-borne pathogens; sexual harassment; child abuse reporting; etc.). Part-time unit members will be required to attend general staff meetings if the staff meeting occurs on a scheduled workday. Part-time unit members shall be responsible for all information presented at all district and/or site meetings. The first Unit Member workday (per District calendar) shall be limited to a one (1) hour staff meeting.
    - ⌚ In those instances, when district collaboration time must be extended beyond 4:10 p.m. insofar as possible, one (1) week's notice must be provided and any time over will be reduced in the subsequent week's meeting.
  - h. Teachers in grades 6-8 will have teacher-directed collaboration time of fifty-five (55) minutes on each Thursday. The students will be released according to the site's Early Dismissal Bell Schedule. This time shall be for the purpose of collaborating among teachers for topics related to interventions, curriculum and grade level needs. This is not considered a preparation time for individual lesson and classroom planning. An agenda and meeting summary will be submitted to the site administrator on a weekly basis.
  - i. Website Maintenance: Each unit member will maintain a website that includes his or her name, contact information, homework policy, homework assignments. Alternatively, homework assignments may be posted to a learning management system (LMS)/platform that is linked to the district website (such as Google Classroom, Seesaw, or district approved LMS/platform). Any other mandated requirements shall be negotiated.
  - j. In the 2023-2024 school year, as we continue to refine elementary intervention/enrichment, the District will reconvene a work group that includes teachers to gather input on District-directed intervention. For TK – 5<sup>th</sup> grades, district-directed intervention/enrichment will be provided by the classroom teacher during the instructional day.
  - k. Teachers in grades 6<sup>th</sup> – 8<sup>th</sup> shall provide a minimum of thirty (30) minutes of intervention/enrichment per week that includes language arts, math, any subject area support, and homework completion.

- For campuses that do not currently have an advisory period, one day per week shall have a thirty (30) minute advisory period to provide support (intervention) and to foster connectedness (enrichment) for all students on campus.
- Additionally, campuses that implement three (3) or more thirty (30) minute intervention/enrichment sessions per week may have thirty (30) minutes of district-directed collaboration on Thursdays accomplished through an early release schedule. The district-directed time is to support:
  - the collaborative review of student performance data, including common formative assessments, for instructional planning and the adjustment of instruction;
  - planning for intervention and enrichment during the school day;
  - If this option is chosen, the implementation must be a minimum of three (3) years, to create stability and consistency for staff, students and families.
- A proposal to support students in this advisory time shall be developed and facilitated collaboratively by the middle school staff and site administration based on site needs, as determined by site leadership. The plan shall be developed prior to the next school year no later than May 1<sup>st</sup>. The proposed structure for the advisory period shall be approved a simple majority of voting teachers.
- If a plan calls for more than one (1) thirty (30) minute intervention/enrichment session, requiring a bell schedule change, voting will follow the voting procedures as outlined in Article 7.3a.
- Each school will begin planning in the 22-23 school year and fall of the 23-24 school year, for a trial implementation in spring of the 23-24 school year. Schools must fully implement at the start of the 24-25 school year. The advisory period shall begin three (3) weeks after the start of the school year to give teachers and administration time to determine student needs and create rosters. The District will provide funds to each site implementation team to begin in spring of 2023 at the teacher hourly rate and throughout the 23-24 school year.

### 7.3 Workday Modifications in Regards to Programs

- a. School sites wishing to modify existing work schedules and/or teachers ongoing workload (i.e. block schedule, ongoing additional responsibilities/duties) at their site must submit a written copy of the plan to all certificated staff prior to a vote. The Association shall also be given a copy of the plan in advance of the vote and be given an opportunity to respond to the plan in writing to staff members before a vote is taken.

Any proposed plan must be submitted to the Human Resources office prior to presenting the plan for a staff vote. The vote must be completed by March 1<sup>st</sup>. The plan, if approved, will be implemented the following school year. If a plan is submitted after March 1<sup>st</sup> and the Director of Human Resources determines it affects staffing, the plan may not be implemented until the year after the following school year, unless the Director of Human Resources approves an alternate start date.

Affected unit members from that school site shall vote according to CTA voting procedures using a written secret ballot. Ballots will be counted by an Association Executive Board Member who is not a staff member at that site and appointed by the President. A two-thirds majority vote of votes cast in favor of the plan, as voted on by the affected unit members, must occur before next steps take place.

- b. If the plan is approved, it will be submitted to the Board by May 1<sup>st</sup> for implementation the following school year.

#### 7.4 Staff meetings

- a. Unit members shall attend district or site meetings scheduled on Tuesdays.
  - 1. TK – 5<sup>th</sup> staff meetings will be during the district-directed collaboration time.
  - 2. Middle School staff meetings shall start fifteen (15) minutes after dismissal and shall normally be limited to one (1) hour.
  - 3. District grade level meetings for all TK-8 teachers shall start at 3:30 p.m. and shall normally be limited to one (1) hour.
  - 4. Part-time unit members shall be required to attend staff meetings that include mandated requirements (i.e. Blood-borne pathogens; sexual harassment; child abuse reporting; etc.). Part-time unit members will be required to attend general staff meetings if the staff meeting occurs on a scheduled workday. Part-time unit members shall be responsible for all information presented at all district and/or site meetings.
  - 5. The first Unit Member workday (per District calendar) shall be limited to a one (1) hour staff meeting.
  - 6. In those instances, when meetings must exceed one (1) hour, insofar as possible, one (1) weeks' notice must be provided and any time over one (1) hour will be reduced in the subsequent week's meeting.
  - 7. One (1) hour of district-directed collaboration time or staff meeting per quarter or trimester shall be designated for teachers to complete grades/report cards and calibrate together in grade-level and subject-alike groups.

#### 7.5 Voluntary Meetings

When voluntary site meetings are scheduled outside of a normal workday, every effort will be made to include interested unit members. Attendance at these meetings is voluntary and there will be no reprisals for nonattendance.

#### 7.6 Professional Activities

- a. Unit members shall participate at one (1) Back-to-School night and one (1) Open House. These days are designated early dismissal for students. Teachers may leave fifteen (15) minutes after students. The Friday before Open House commences will be a student minimum day with a half-day teacher workday in the afternoon.

- When the District determines it is in the best interest to hold Back-to-School Night or Open House on a Thursday for middle schools it may do so provided teacher-directed collaboration time be rescheduled to a Tuesday in lieu of a Staff Meeting.
- b. TK-5 Parent/Teacher Conferences
- Tk-3<sup>rd</sup> grade unit members will have five (5) minimum days in the fall for parent/teacher conferences. 4<sup>th</sup>-5<sup>th</sup> grade unit members will have seven (7) minimum days in the fall for parent/teacher conferences. One of the conference sessions will be a night conference session (5:00 – 7:00pm) that is mutually agreed upon with the Association. Unit members who participate in the night conferences may go home fifteen (15) minutes after the students on the Friday following the night conference.
  - TK- 5<sup>th</sup> grade unit members will have three (3) early dismissal days for conferences in the spring. Early dismissal is 1:25pm. Should bell schedules change in the future, spring conferences shall use the current early dismissal schedule.
  - At the request of a parent, a conference may be held via email, virtual meeting, or telephone conversation.
  - For all conferences, once parent conferences are completed, unit members shall remain on duty for planning and collaboration unless specified differently above.
- c. Unit members at the middle school level shall attend one (1) promotion per school year. The majority of the staff and the site administrator will mutually agree upon the time of all promotions.
- d. Unit members may be requested to participate in up to a maximum of three (3) other school approved activities outside regular school hours, exclusive of parent conferences. The site administrator shall solicit volunteers for such activities prior to making requests. Unit members will be paid the hourly rate for these activities.
- 7.7 An administrator may exempt unit members from the above-mentioned requirements for the following reasons:
- Urgent medical or dental appointments
  - Personal emergencies
  - Illness of the unit member
  - Job-related emergencies
- 7.8 Counselors, psychologists and all other teachers with additional assignments or workdays above the 184 day teacher calendar shall schedule their additional workdays with their supervisor and or/administrator. The proposed work calendar must be submitted to the Director of Certificated Human Resources by July 1<sup>st</sup> of the school year for approval.
- 7.9 On days when teachers are scheduled to work but the students are not scheduled to be present, the workday shall cover the same length of time as if it were a regular teaching day.
- 7.10 Beginning July 1, 2017 the number of scheduled workdays for unit members shall be:

Psychologists	192
Counselors	192
Teacher	184
Nurses	184
Resource Specialists	184
Speech & Language Pathologists	184

(See Article 7.18 – the extra two (2) days refer to all unit members for the length of available grant funds – estimated through 2025-2025.)

- 7.11 Teachers' duty-free lunch periods shall be the same length as the student lunch period. When a rainy day scheduled has been declared and a unit member's regular lunch has been shortened, that unit member can leave fifteen (15) minutes before the end of the workday. If a rainy day schedule is declared on a staff meeting day/district collaboration day, or a day when a unit member has an after school duty, the unit member may utilize the shortened time within five (5) work days of the rainy day schedule.

7.12 Prep-Time – Middle School

- a. Prep-time for middle school teachers shall be used to perform duties related to their teaching position (i.e. team planning, lesson planning, grading; communications or any school related functions).
- b. Any teacher who voluntarily teaches a class during their planning period will be compensated one fifth (1/5) of their daily rate of base salary.

In order to provide the most effective education program, the following will be implemented:

The District will annually identify the need for middle school teachers to teach during their planning period. This volunteer extra assignment still requires the teacher to perform planning period work.

The principal will make the selection of a teacher from volunteers who have the credential requirements. If more than one teacher volunteers, selections will be based on the voluntary transfer process.

Principals will ensure that all qualified employees will have the opportunity to participate. Employees will hold the position for a minimum of one semester.

- c. In an emergency work situation, as identified by mutual agreement between PVEA and PVSD, a unit member may work additional hours/days beyond the contract whenever the following conditions are in existence:

An emergency exists, as identified by mutual agreement between PVEA and

PVSD. A qualified substitute is not available.

A special assignment/need exists that cannot be met through normal contract



working conditions.

The participating bargaining unit member agrees to the additional duty/assignment.

Middle school teachers who substitute during their prep time and unit members who are not teachers (i.e. Literacy Intervention Content Specialists, Math Content Specialists, Counselors, Speech and Language Pathologists), shall be compensated in accordance with the hourly rate set forth in Article 20.

#### 7.13 Release Time for Special Education Support and Assessment

- a. Teachers may request release time for the purposes of planning and collaboration time with special education team members and training. Requests are subject to approval by the Director of Special Education. If approved, arrangements for the release time will be made between the unit member and site administrator.
- b. Teachers whose number of annual duty days are extended for the purpose of planning and implementing program supports will be compensated at the regular daily rate. Additional hours during the school year will be compensated at the established hourly rate (see Article 20).
- c. The District will provide release time for unit members responsible to attend IEP meetings, substitutes may be requested if needed. Although attempts will be made to schedule IEP meetings outside of the unit member's prep time, unit members may be required to plan for and attend IEP meetings during their prep time as a "school related function" defined in Article 7.12a.
- d. Consistent with Education Code, unit members whose duties would be impacted by an IEP, shall be provided the opportunity to participate in the review and development of the IEP.
- e. Beginning on the date of Board approval of this agreement, and for the duration of available state grant funding (Arts, Music and Instructional Materials Discretionary Block Grant), grades 1<sup>st</sup> – 3<sup>rd</sup> teachers will be given one (1) half-day release time per month to conduct individual assessments of their students. For the month of September, unit members may use two (2), half-days subs for one (1) full day sub, to account for the greater number of assessments at the start of the school year. Unit members will not use these days in the month of June and total number of half-days per unit member shall not exceed ten (10). It is understood that when available grant funding expires, the assessment days also shall expire, in addition to the stipend equivalent pay option referenced in Article 20.17. The teacher selected day is contingent upon obtaining a substitute. The teacher must remain on campus. There is no banking of days. Days may not be utilized back-to-back.
- f. All teachers administering ELD Progress Monitoring Assessments will work with their site administrators to provide support for these assessments.

#### 7.14 Elementary – Class Coverage

When a qualified substitute is not available to teach a class, students will be distributed among classes equitably. The site administrator will place students with teachers in the same grade levels first and then above or below grade level if needed. Teachers who are assigned the additional students may leave work when the students are dismissed that day or within five (5) workdays. In addition, the teachers will be paid their percentage of the daily sub rate. Unit members who are not teachers (i.e. Literacy Intervention Content Specialists, Math Content Specialists, Counselors, Speech and Language Pathologists), shall also be compensated the daily sub rate, on a prorated basis, when covering a class.

#### 7.15 Duty Schedule

- a. Duties on the duty schedule shall be equitably assigned insofar as possible by the site administrator. Duty schedules will be submitted to district level administration for review. The duty schedule shall be posted at least one (1) week prior to its being put into operation when possible.
- b. A unit member's duty-free recess/nutrition period shall be the same length as their student recess period.
- c. Any unit member assigned to more than one site will not be required to serve duty at any site.
- d. Duty will not last longer than 10 minutes and will not take away from teacher prep time. Unit members will ensure students are supervised by other staff at the end of duty time.

#### 7.16 Speech and Language Pathologist

- a. One (1) hour a week of clerical time shall be provided for each full-time (FTE) Speech and Language Pathologist.

#### 7.17 Calendar - Schedule of Unit Member Workdays

The school year calendar will be developed by a subcommittee of the negotiations team (two [2] from PVSD and two [2] from PVEA). The subcommittee will issue a report on proposed beginning and ending dates. The subcommittee recommendations will be subject to review and approval by the negotiations teams prior to adoption. The calendar will normally be submitted by January of each year for Board Approval, unless a change is mutually agreed upon.

#### 7.18 Instructional Time and Staff Development Reform Program

- a. Beginning on July 1, 2023, and for the duration of available state grant funding (Arts, Music, and Instructional Materials Discretionary Block Grant), unit members work calendars shall have two (2) additional, non-student workdays beyond those specified in Article 7.10. The first of the two (2) professional development days shall be designated as school site meetings in morning and teacher-directed professional activities in the afternoon, with the location of said

activities to be at the unit member's discretion. The second of the two (2) professional development days shall be designated as site professional development in the morning and onsite district-directed collaboration in the afternoon. The additional workdays shall be designated for professional development and other professional activities as assigned by the District. For each additional workday added to the calendar, the unit member shall receive compensation equivalent to a 0.54% increase above base pay. Two (2) additional workdays shall be equivalent to a 1.09% increase. It is understood that when available grant funding expires, the additional days shall be removed from the calendar. The Calendar Committee will determine the placement of the additional workdays.

- b. In order to assure maximum participation on staff development days, unit members may not use Personal Days (Private Use Days).
- c. Failure to attend staff development days may result in the loss of pay for unit members.
- d. Unit members working less than full time are required to attend these staff development days and will receive a stipend that equates to the difference between their contracted percentage and 100% at their daily rate.
- e. There will be no teacher-directed 6<sup>th</sup>- 8<sup>th</sup> grade collaboration time on Staff Development days, should they be scheduled on a Thursday.

7.19 As part of a good instructional program there needs to be time for assessment, analysis, articulation, best practices, collaboration, and planning. Unit members may be provided additional time as mentioned below:

a. Principal Directed:

Specific Outcome/Result: i.e. identify students, brainstorm, strategize and then share with group. i.e. Principal allots time, tells teachers to group students into achievement bands and then brainstorm strategies for improving achievement at two of the bands and turns strategies into the principal at the end.

Topic/Need: (individual or group): i.e. Principal indicates to the teacher or teachers that they will be given three hours to talk about a specific topic e.g. writing.

b. Teacher Directed (individual):

Purpose/Outcome (teacher time): i.e. a teacher individually goes to his/her principal and indicates that he/she need time for a student purpose, e.g. evaluation, grading, planning, etc.

Independent (prep-time): i.e. teacher does whatever task he/she wants, tasks not specifically related to accountability. (Independent prep time does not fall under this section).

c. Teacher Directed (group):

Purpose/Outcome (teacher time): i.e. teachers' grade level groups would work together on writing or a group of teachers from different grade levels could work together on aligning writing such as collaboration group time, vertical, discipline, peer, cross grade level, etc. There should be a balance between the different types of 'time' defined above with the exception of teacher directed independent prep time which does not fall under this section.

Suggested examples of 'time' are:

- use of staff meeting time
- use of release time
- stipends for time outside duty hours
- designing the primary hour calendar
- utilizing technology

## **Article 8: Evaluation Procedures**

8.1 It is understood and agreed by the parties that their intent of evaluation is to maintain or improve the quality of education in the District. It is further understood and agreed that this intent can be more readily achieved by a willingness on the part of the District to assist unit members in improving their professional skills.

8.2 The District and Association both agree that a fundamental premise for successful evaluations is the existence of mutual respect and confidence between the evaluator and the unit member.

Unit members will be evaluated by their immediate supervisor (principal or designee, District office administrator).

8.3 Evaluation of Unit Members

a. Probationary and Temporary Unit Members

Every probationary and temporary unit member shall be evaluated by the administration in writing once every year, no later than six weeks before the end of the school year.

b. Permanent Unit Members

Unless mutually agreed to, every unit member shall be evaluated by the administration in writing once every two years, no later than six weeks before the end of the school year. Upon mutual agreement, the evaluator and unit member may extend the evaluation cycle by one year, which will establish the base date for the new evaluation cycle. The evaluator will notify the Director of Human Resources of any such change. However, every unit member may receive yearly observations as per section 8.5 of this Article. Such yearly observations may be used as data by the evaluator/evaluate in formulating the summary evaluation in the stipulated evaluation year.

If sufficient evidence exists during any given year that a permanent unit member is in need of a yearly evaluation, said unit member shall be promptly placed on

a yearly evaluation. A performance improvement plan shall be jointly developed for a permanent unit member being placed on a yearly evaluation. After the conditions of the plan have been met, the unit member shall revert back to the normal two-year cycle.

Extended Evaluation: In accordance with Ed Code 44664(a)(3), unit members may be evaluated once every five years provided the unit member meets the following conditions:

- has been employed in the District for at least ten years in a certificated position;
- is “highly qualified” as defined under ESEA/NCLB;
- meets or exceeds standards in his/her previous evaluation; and
- the evaluator and the unit member agree to such an evaluation schedule. Either party may withdraw consent for this extended evaluation schedule at any time.

If a unit member is scheduled to be evaluated during a particular school year, but is granted Leave of Absence for one semester or longer, such evaluation shall take place the second semester of the first full year of return to duty.

#### 8.4 Evaluation Procedures: Goal Setting Conference

Each unit member shall meet with the evaluator to discuss plans for the year which shall be in accordance with Education Code Sections 44660 et seq.

- a. Each unit member shall complete the Certificated Self-Assessment (Appendix A) prior to the meeting. Teachers will be given time equivalent to a staff meeting to complete the self-assessment.
- b. The objectives developed will be recorded on the goal setting form. Unit Members will write a minimum of two goals and the evaluator has the option to write one additional goal based on the standards. The goals will form the basis of the final evaluation and must be signed by both parties.
- c. Factors pertinent to the achievement of objectives may be considered when constructing performance objectives. Should the evaluator take notes during the meeting, the notes will be typed and given to the unit member for verification.
- d. Failure to reach agreement on any of the elements and/or components of evaluation objectives shall necessitate that the evaluator and the unit member designate a third party, or parties, agreeable to both, to mediate the disagreement. If unable to select a mediator, the Director of Human Resources together with the Association President shall designate a mediator. Resolution of the disagreement shall begin at the earliest possible time that disagreement becomes apparent, but no later than the tenth school week.

#### 8.5 Unit Member Performance Observations

- a. All written observation reports shall be completed on the District standardized form (Appendix A). Each observation report shall be based upon at least one observation, lasting the majority of the lesson or activity period or longer and shall

be followed as soon as possible, within five working days, by a written report.

- b. The evaluate or evaluator may request a conference to review the written observation report.
- c. A minimum of two observations or one observation and three walk-throughs shall take place, spaced throughout the school year, prior to any comments or judgments being included in the final evaluation.
- d. For permanent unit members only, the number of observations may be reduced to as few as one observation by mutual agreement of the evaluator and evaluate.
- e. Observations and walk-throughs will be unscheduled and Unit Members are not required to provide lesson plans.
- f. The evaluator for psychologists and nurses shall receive input from the unit member's site administrator(s) for the written evaluation and observation reports.

#### 8.6 Modification of Observation Parameters

During the course of the evaluation period, mitigating circumstances may arise which require modifications of the evaluation parameters. The necessity for review of the evaluation criteria shall be determined by the unit member being evaluated and the evaluator and the determination of the new evaluation elements shall be arrived at in accordance with Section 8.4.a of this Article, with a waiver of the time limitations.

#### 8.7 Final Unit Members Evaluations

- a. The Final Unit Member Evaluation Form (Appendix A), properly executed and signed, constitutes the report of the site administrator to the Superintendent or designee. The final evaluation shall be based on a summary of the goal setting conference, observation reports, walk-through forms, any necessary performance improvement plans and any records compiled through participation in the PAR program. Elements of Standard Six may be observed throughout the year and any concerns will be communicated to the unit member.

The evaluation shall include a performance improvement plan, if necessary, as to areas of improvement in the performance of the unit member. If possible, a copy of each evaluation will be given to the unit member at the time of the evaluation conference; in any case, within two working days.

- b. All unit members shall have the opportunity to respond in writing, to the final evaluation within ten business days (see section 8.12 in this Article).

#### 8.8 Performance Improvement Plan

- a. A performance improvement plan will be jointly developed by the unit member and evaluator. The plan may occur at the unit member's request or may be required based upon observations made by the evaluator.
- b. Failure to reach agreement on any of the elements and/or components of the

performance improvement plan shall necessitate that the evaluator and the unit member designate a third party, or parties, agreeable to both, to mediate the disagreement. If unable to select a mediator, the Director of Human together with the Association President shall designate a mediator. Resolution of the disagreement shall begin at the earliest possible time that disagreement becomes apparent.

- c. The evaluator and unit member shall take positive action to correct any cited deficiencies.
- d. A performance improvement plan will remain in effect until the actions for improvement from the performance improved plan are complete or until another performance improvement plan is developed.
- e. If, in the judgment of the evaluator, the conditions of the performance improvement plan have been met, the observation report(s) citing deficiencies shall be sealed in the unit member's file. A subsequent observation shall be substituted in its place.
- f. All incomplete performance improvement plans shall be reviewed at the annual pre- evaluation conference.

#### 8.9 Hearsay

The evaluator shall not base the evaluation of a unit member on any information which was not obtained through established process. Hearsay statements shall be excluded from written evaluations. Electronic listening or recording devices may be used for evaluation purposes only by mutual consent of the administrator and the unit member.

#### 8.10 Induction

Each unit member, when employed, will be given a copy of the unit member's evaluation procedure including current Unit Member standards to be used in conjunction with the evaluation.

#### 8.11 Non-Reemployment

A written notice of intent not to reemploy must be given to a probationary unit member on or before March 15<sup>th</sup> of the second year.

#### 8.12 Unit Member Response

The unit member shall have the right to initiate a written reaction or response to each formal evaluation or performance improvement plan. Before the end of the school year, a meeting shall be held between the unit member and the evaluator to discuss all written evaluations.

## **Article 9: Grievance**

### **9.1 Definitions**

- a. Grievance: an alleged violation, misinterpretation or misapplication of a provision of this Agreement.
- b. Grievant: the party making the claim.
- c. Party in Interest: any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. Day: is any day in which the central administrative office is open for business.
- e. Immediate Supervisor: the administrator having immediate jurisdiction over the unit member who is filing the claim.

9.2 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, resolutions of potential grievances. All parties agree that these proceedings will be kept confidential.

### **9.3 Procedure:**

#### **a. Informal – Pre-grievance Problem Solving**

The unit member will notify the Association of the contract issue.

The unit member will discuss the contract issue with the immediate supervisor with the objective of resolving the matter informally. The unit member may be accompanied by the site representative or a site unit member.

#### **b. Timeline:**

Oral discussion must take place within 30 days after the unit member knows or should have reasonably known of the circumstances upon which the contract issue is based.

The immediate supervisor will communicate a written response within five days after the discussion as to the resolution of the contract issue. If the contract issue is not resolved, then proceed to Level One.

### **9.4 Level One – Formal Grievance Process**

- a. If the contract issue is not resolved during the informal problem-solving process and either the unit member or the Association wishes to pursue it further, the unit member or the Association shall present the grievance in writing to the immediate supervisor and the Association President. The written information shall include:
  - a listing of the provisions of the contract which are alleged to have been violated or misapplied;
  - specific information pertinent to the provisions of the contract section that



- is alleged to have been violated or misapplied;
- a copy of the decision rendered at the end of the informal problem-solving process and a list of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- the specific actions requested by the grievant to remedy the grievance.

b. Timeline:

Filing: A Level One formal grievance must be presented to the immediate supervisor within three days after the response indicated in Article 9.3.b.

Response: Immediate supervisor shall respond in writing three days after the receipt of the grievance.

## 9.5 Level Two - Formal Grievance Process

- a. If the contract issue is not resolved at the Level One formal grievance process and either the unit member or the Association wishes to pursue it further, the unit member or the Association shall present the grievance in writing to the Superintendent and the Association President. The written information shall include:

- a listing of the provisions of the contract which are alleged to have been violated or misapplied;
- specific information pertinent to the provisions of the contract section that is alleged to have been violated or misapplied;
- a copy of the decision rendered at the end of the Level One formal grievance process and a list of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- the specific actions requested of the grievant to remedy the grievance.

b. Timeline:

Filing: the grievance must be presented to the Superintendent and the Association President within ten days after the written decision at Level One.

Meeting: within ten days after receipt of the written grievance by the Superintendent, the Superintendent or designees will meet with the aggrieved party(s).

Response: the Superintendent or designee shall render a response within ten days of the meeting.

## 9.6 Level Three – Formal Grievance Process

- a. If the contract issue is not resolved at the Level Two formal grievance process, it is at the discretion of the Association to refer the grievance to arbitration or mediation if appropriate and agreed to by both parties.
- b. The Association will request the names of the arbitrators from the American

Arbitrator Association (AAA).

- c. A copy of such request will be sent to the Superintendent.
- d. Parties are then bound by the rules and procedures of the AAA in the selection of the arbitrator.
- e. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the AAA and the parties shall be bound by those rules.
- f. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- g. The cost for the services of the arbitrator will be borne equally by the District and the Association. The decision to allocate Association funds for arbitration shall be at the discretion of the Executive Board of the Association.
- h. A decision by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies, except those provided in Title VII of the Civil Rights Act of 1964.
- i. If the District raises the question of arbitration concerning a grievance, the arbitrator shall render a decision on said question prior to hearing the merits of the grievance
- j. Timeline:

Filing: the request for names of five arbitrators within twenty days after receiving written response from the Superintendent.

Response: subject to the rules of arbitration.

#### 9.7 Rights of Unit Member of Representation

- a. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board of Trustees against any aggrieved unit member, any party in interest, any members of the Association or any other participant in the grievance procedure by reason of such participation.
- b. A unit member may be represented at all stages of the grievance procedure. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The aggrieved unit member(s) shall have the right to be present at all steps for the grievance procedure.

#### 9.8 Miscellaneous

- a. At any time, the Association may join or initiate a grievance on the behalf of the

unit member(s) or the Association.

- b. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- c. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the school year could result in harm to an aggrieved unit member, the time limits will be set by mutual consent of the District and the Association.
- d. Failure of the aggrieved unit member to adhere to the submission deadlines shall constitute suspension of the complaint until such time as the aggrieved unit member submits a written explanation of the failure to adhere to the deadlines. The aggrieved unit member shall file such an explanation within ten days of the missed deadlines. Failure to file such an explanation shall constitute abandonment of the complaint. Grievance schedule can be resumed within ten days of the missed deadline.
- e. If a grievance arises from action or inaction on the part of the District Administrator at a level above the site administrator or immediate supervisor, the grievance shall commence at Level Two Formal Grievance Process.
- f. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association President. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- g. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, the representative will, upon notice to his/her site administrator or immediate supervisor by the Association President, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- h. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- i. Until final disposition of the grievance has taken place, the aggrieved unit member is required to confirm the original direction of his/her supervisor.
- j. The Association will make every attempt to consolidate grievances filed by more than one- unit member arising over a single administrative action.
- k. Upon request, the Association will assist the unit member in preparing written grievance documents.

- I. A grievant may withdraw at any time prior to filing for arbitration with the same incident. Nothing in this provision would preclude the Association from pursuing the grievance at the next level.

## **Article 10: Job Sharing**

10.1 Job sharing shall be defined as two permanent teachers sharing the responsibility of a full time assignment for a minimum of one year with both unit members being on a partial leave of absence without compensation.

### **10.2 Application Process/Workload**

- a. To be eligible, unit members must be permanent certificated employees.
- b. Eligible teachers who wish to participate in job sharing must submit their joint proposal in writing to the District no later than **March 1<sup>st</sup>** of the preceding school year.
- c. The joint proposal must include a calendar of the days each unit member will work, how the preparation of report cards or other job-related responsibilities will be handled, attendance at meetings and coverage for any adjunct duties. Both unit members will be expected to attend staff development days, Back- to-School and Open House nights and parent conferences.
- d. The school site principal or supervising administrator shall accept or deny the proposal no later than **May 1<sup>st</sup>**. If the request is denied, the applicants shall be notified in writing of the specific reasons for the denial.
- e. Exceptions to this time frame can be granted by the Director of Human Resources.
- f. Job sharing assignments will be approved for one year at a time and may be renewed following the application process above.
- g. Job sharing unit members may mutually agree to exchange assigned days with the administrator's prior approval.

### **10.3 Compensation and Benefits**

- a. All wages, benefits and paid leaves shall be prorated according to the actual time worked. In no event, shall the total amount of health and welfare benefits for the job shares exceed the amount the District would have paid if the position had not been shared.
- b. Each job sharing unit member shall receive a salary schedule increment every two years.
- c. Each job sharing unit member shall receive one year of service credit after completion of the equivalent of seventy-five percent of a school year.

- d. Job-sharing unit member will be compensated for attendance at After-Hours Staff Development at the approved hourly rate.
- e. Both job-sharing unit members will be paid their daily rate for attending District designated approved staff development during the school day.

#### 10.4 Termination of Job Share:

- a. Unit Member Initiated: If one teacher elects not to apply to renew the job share, both teachers will return to full-time employment.

Mutual agreement between both teachers: the originally assigned teacher stays

in the position and the job sharing partner may enter the voluntary transfer process. The teacher who moved into the assignment will be the one to enter the voluntary transfer process.

If one of the job share partners elects not to continue/resigns/retires, the originally assigned teacher stays in the position full-time and the job share partner will be placed in the involuntary transfer process. If the originally assigned teacher leaves the position, the job-share teacher assumes the assignment full-time.

- b. District Initiated: the originally assigned teacher stays in the position and the job share partner will be placed in the involuntary transfer process.

#### 10.5 Evaluation

Job sharing teachers shall be evaluated using the same procedure as is applied to full time unit members.

### **Article 11: Leaves**

- 11.1 The benefits provided by the Education Code are incorporated into this Agreement except as supplemented in this article.

- 11.2 Sick Leave: unit members shall be entitled to twelve (12) days of Sick Leave per school year. Ten (10) days are provided by Education Code and two (2) days are excess days provided by PVSD.

- a. Unused Sick Leave shall accrue from school year to school year.
- b. At the beginning of each school year, every unit member shall receive a Sick Leave credit equal to his or her Sick Leave entitlement for the school year. A unit member may use Sick Leave when ill or when consistent with other terms of the Agreement.
- c. The District may require a physician's, clinical psychologist's, or listed Christian Scientist Practitioner's verification of illness if a unit member has been on Sick

Leave for five (5) or more consecutive days.

- d. The District shall provide each unit member with the number of sick days available to them on each monthly pay warrant.
- e. The district will require a doctor's note any time the unit member has a surgical procedure, regardless of the length of the absence; or whether or not a hospital stay is necessary. The note must indicate whether or not any physical restrictions have been placed upon the employee by their physician.
- f. Any unit member shall have the right to utilize up to six (6) days per school year of Sick Leave for the illness/accident of a family member as defined by Labor Code Section 245.5c

### 11.3 Health Leave

- a. The District may grant a unit member, upon request, a leave of absence for health reasons. Such leave shall be unpaid. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.
- b. A statement by the unit member's physician, licensed clinical psychologist, or listed Christian Science Practitioner recommending such leave shall be furnished to the District before leave commences.
- c. The unit member shall notify the District of his/her return date at least two (2) weeks in advance. A doctor's note indicating their release to return to work shall be required.
- d. Health Leave may be granted if a unit member is temporarily unable to perform assigned duties because of illness, accident or quarantine. The unit member on Health Leave shall continue to receive full District health benefits.
- e. The unit member shall have the option of using or not using accumulated Sick Leave during a Health Leave of absence.
- f. Upon request, the District may extend a unit member's Health Leave.

### 11.4 Extended Illness

If a unit member has utilized all accumulated sick leave and continues to be absent from duties on account of illness or accident for an additional period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or would have been paid a substitute if none is required or fifty (50) percent of the salary due during the period of absence, whichever is the lesser amount. The five (5) school months' lesser period during which the above-mentioned deductions occur shall not begin until all other paid Sick Leave provisions for which the unit member is eligible have been exhausted. The Sick Leave, including accumulated Sick Leave and the five (5) month period, shall run consecutively. A unit member shall not be provided more than one (1) five (5) month period per illness or accident. If the school year terminates before the five (5) month period is exhausted, the unit member may take the balance of the five (5)

month period in the subsequent school year.

When a unit member continues to be absent beyond the five (5) month period and is not medically able to resume his/her duties, the unit member shall be placed on a reemployment list for twenty-four (24) months, if the unit member is on probationary status, or for thirty-nine (39) months if the unit member is permanent. When the unit member is medically able, during the twenty-four (24) or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he or she is qualified and credentialed. The twenty-four (24) or thirty-nine (39) month period shall commence at the expiration of the five (5) month period.

Periodic medical reports may be required during extended absence of a unit member. Unit members returning to work from illness absence, involving surgery, serious illness, or extended absence, shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated shall be placed in an unpaid status until such verification is received by the District.

#### 11.5 Pregnancy Disability Leave

- a. The District shall provide for leave of absence from duty for any unit member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery, or pregnancy-related conditions, there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Notice shall, whenever practicable, be given to the personnel office in writing thirty (30) days prior to the beginning of the leave. Such notification may be revised by the unit member as needed.
- b. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, or pregnancy-related conditions, there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability or sick leave plan available in connection with employment by the District. All written and unwritten employment policies of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery, or pregnancy-related conditions, there from, on the same terms and conditions applied to other temporary disabilities.
- c. Upon request, the District shall advance for Pregnancy Disability Leave purposes ten (10) days of paid Sick Leave per school year beyond that which is provided in Article 11.2. In turn, the unit member shall agree to pay upon resignation or within one (1) year, whichever is sooner, any monies owed the District as a result of the unit member being in excess of used sick leave days over earned sick leave days at that time.

#### 11.6 Parental Leave

Unit members who have been employed for twelve months in the District may

utilize Parental Leave as provided in the California Family Rights Act (CFRA), Federal Family Leave and Medical Act (FMLA) and California Education Code 44977.5 (see Gov. Code 12945.2(a)). Parental Leave taken pursuant to Education Code 44975.5 shall run concurrently with Parental Leave taken pursuant to section 12945.2 of the Government Code (CFRA leave).

- a. Upon request and the unit member's release to return to work from their Pregnancy Disability Leave, they are entitled to take up to twelve (12) weeks for Parental Leave. Parental Leave for the birth mother shall run **consecutively** to Pregnancy Disability Leave.
- b. Upon request, a non-birthing unit member (partner, adoptive parent, or foster care parent) shall be entitled to take up to twelve (12) weeks of Parental Leave in connection with the birth or placement of a child for adoption/foster care.
- c. The unit member may use Sick Leave and Extended Illness Leave "differential pay" for the twelve (12) week period of Parental Leave. Once the unit member has exhausted all accrued sick leave, they may utilize "differential pay" for the remainder of the twelve (12) weeks. The unit member who does not exhaust all available sick leave is ineligible for and cannot access the "differential pay" benefit. (EC44977.5 (b) (1)).
- d. The unit member shall not be provided more than one (1) twelve 12-week period during any twelve-month period of Parental Leave for the birth of child or adoption/foster care placement of a child. (ED44977.5 (b) (2)). However, if a school year terminates before the twelve (12) week period is exhausted; the unit member may take the balance of the twelve (12) week period in the subsequent school year.
- e. Parental Leave does not have to be taken in one (1) continuous twelve (12) workweek period of time. The minimum duration of Parental Leave shall be in two (2) workweek periods of time except the District must grant a request for Parental Leave of less than two (2) workweeks on any two (2) occasions.
- f. This Parental Leave must be completed within the first year of the child's birth or placement for adoption/foster care.

If the unit member's partner (married or unmarried; or registered domestic partner) is also a unit member, and they request a parental leave, each Unit member will be entitled up to 12 weeks of leaves.

#### 11.7 Child Rearing Leave

Child Rearing Leaves may be granted in quarter/trimester increments (based on the unit member's current assignment schedule). Such leave shall be limited to the equivalent of (2) two years following the conclusion of the Pregnancy Disability Leave; and if taken, the Parental Leave. A unit member shall notify the District of the initial intent to request such leave at least four (4) weeks prior to the date on which



the leave is to commence. A unit member is entitled to their current position if they are on a leave for the equivalent of one (1) year. If the unit member is off the equivalent of two (2) years, they are entitled to a position in the District.

#### 11.8 Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

FMLA / CFRA entitles eligible employees to take up to twelve (12) weeks of unpaid, job- protected leave in a twelve (12) month period for specified family and medical reasons. The employee shall provide the certification of the need for the leave set forth in Government Code section 12945.2(j) and (k).

- a. An eligible employee will be granted up to a total of twelve (12) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons:
  - for the birth and care of the newborn child of the employee
  - for the placement with the employee of a child for adoption or foster care.
  - to care for an immediate family member (spouse, child, parent, or domestic partner) with a serious health condition.
  - to take medical leave when the employee is unable to work because of a serious health condition.
- b. If a Unit member's partner (married or unmarried; or registered domestic partner) is also employed by the District, they are each entitled up to twelve (12) work weeks of family leave within a 12 month period for the birth and care of the newborn child, for a placement of a child for adoption or foster care, or to care for an immediate family member who has a serious health condition.
- c. Under some circumstances, employees may take FMLA / CFRA leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule, whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
- d. Leave for a "qualifying exigency / pressing need" may be taken arising out of the fact that a unit members spouse, son, daughter, or parent is on covered active duty or call to active duty status. (under FMLA only, not under CFRA)
- e. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered service member or veteran of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to twenty (26) weeks of unpaid leave during a single twelve (12) month period). (under FMLA only, not under CFRA)
- f. FMLA / CFRA runs concurrently with all paid leave of absences.

#### 11.9 Industrial Accident or Industrial Illness Leave

- a. Unit members shall be provided leave of absence for industrial accident or industrial illness under the following rules and regulations.

- b. The accident or illness must have arisen out of, or in the course of, the employment of the unit member and must be accepted as a bona fide injury or illness arising out of, or in the course of, employment by the worker's compensation insurance company.
- c. Allowable leave shall be for sixty (60) days.
- d. Allowable leave shall not be accumulated from year to year.
- e. The leave under these rules and regulations shall commence on the first day of absence. The benefits provided in this section are in addition to sick leave benefits.
- f. When a unit member is absent from assigned duties on account of industrial accident or illness, the unit member shall be paid such portion of the salary due for any month in which the absence occurs as when added to his or her temporary disability indemnity will result in payment equal to the unit member's full salary.
- g. Industrial accident or industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- h. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled only to the amount of unused leave due for the same illness or injury.
- i. Upon termination of the industrial accident or industrial illness leave, the unit member shall be entitled to the benefits provided for sick leave and the absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which when added to his or her temporary disability indemnity will result in a payment of not more than the unit member's full salary.
- j. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District shall issue the unit member's appropriate salary warrants.
- k. A unit member receiving benefits as a result of these rules and regulations shall during periods of injury or illness remain within the State of California unless the District authorizes travel outside the State.

#### 11.10 Bereavement Leave

- a. Bereavement Leave, without loss of pay or sick leave (as defined by Article 11.2 Sick Leave), will be granted for five (5) days for a death of a unit member's immediate family (mother, father, grandmother, grandfather, grandchild of the employee or of the employee's spouse, and the spouse, son, son-in-law,

daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee as defined in ED 44985). This section will also include step- child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law and registered domestic partner. The unit member is entitled to six (6) days if travel to the funeral/memorial is more than three-hundred (300) miles.

- b. Bereavement Leave shall be used within ninety (90) work days of the death of an immediate family member. The days used do not have to be consecutive. In special circumstances, this time may be extended by the Director of Human Resources.

#### 11.11 District Reimbursed Leave

- a. In an effort to enhance the professional development of District staff, the District may grant, upon the request of a unit member, a leave to work in another educational setting (i.e. Professional Development school) for which the District is reimbursed.
- b. When requesting a leave, the unit member will indicate how this leave may enhance the professional development in the District.
- c. The unit member maintains his / her position in PVSD without a break in service.
- d. When the unit member on such leave elects to return, he/she shall notify the District of his/her return by **March 1<sup>st</sup>** of the year prior to the return. Upon returning, the unit member will be assigned at the discretion of the District.

#### 11.12 Jury Leave:

- a. Leaves of absence to serve on a jury or to appear in court as a witness other than as a litigant shall be granted with pay. Mileage payments shall be retained by the unit member.
- b. A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury service to non-work year days (i.e. during summer, winter and spring breaks) and shall be compensated at the current day-to-day substitute rate for each non-work year day of actual jury duty served. The procedure for such postponement and compensation is as follows:
  - 1. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District. Documentation to be submitted after jury duty has been served.
  - 2. Forward these documents to the Director of Human Resources.
  - 3. For purpose of this Article, unit members contracted to teach summer school are not eligible for jury duty compensation.

4. The District may require further verification of any/all of the above-mentioned documentation.

#### 11.13 Sabbatical Leave

The District may, upon availability of funds, grant a paid Sabbatical Leave.

#### 11.14 Professional Release Time

The Association shall be eligible for a total of fifty days of paid professional release time to pursue duties related to their role as Association members. Requests for such release time must be made by the Association President or designee. The Association shall pay for the substitute costs for any additional days.

#### 11.15 Legislative Leave

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. The unit member on such leave shall notify the District of his/her intended return at least four (4) weeks in advance.

#### 11.16 Personal Leave

Unit members shall be entitled to twelve (12) days of sick leave per school year ten (10) days are provided under Education Code and two (2) excess days are provided by PVSD). Of those twelve (12) days, a total of eight (8) days per school year may be used as described below.

a. Personal Necessity Days (per Ed Code 44981) shall include:

- Death or serious illness of a member of the unit member's immediate family. "Serious" is defined as a situation resulting in hospitalization or imminent death.
- Accident involving the person or property, or the person or property of a member of the immediate family. "Accident" is defined as a vehicle accident, fire, or force-of-nature loss (flood, earthquake, fire, etc.) considered typical losses by an insurance carrier or the Federal Internal Revenue Service.
- care for a sick family member
- court appearance
- religious observance
- no other day care is available
- once-in-a-lifetime event where a unit member does not have control over the date, such as but not limited to, a wedding, graduation, or reunion.

- death of a family member not covered by bereavement
- academic course work- or job-related training

Advanced permission is not required for the reasons listed above.

Based on reasonable evidence or documented patterns, the District has the power and duty to review the bona fide reason for Personal Necessity Days listed above by the unit member. For the purposes of this Section, “reasonable evidence means that there is a demonstrable reason to doubt the authorized use of Personal Necessity Days. If the need is not the bona fide reason given by the unit member, the District will change the leave to unpaid status and documentation of the disciplinary action will be provided to the unit member and not subject to grievance.

b. Personal Days (Private Use Days):

During any school year a unit member may use up to three (3) of the eight (8) Personal Necessity days at the unit member’s discretion.

These days may not occur during:

- The first and last week of school.
- The week prior to and during State testing.
- Not adjacent to a break.
  - Holidays would require a two (2) week notice and prior approval from the unit member’s supervisor. If denied, the unit member may appeal to the Director of Human Resources for final determination.
- Parent conferences
- Staff development days

If the need arises, the Director of Human Resources and Association President can mutually modify the dates. Modification may occur due to site/district date changes.

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. The unit member on such leave shall notify the District of his/her intended return at least four (4) weeks in advance.

## 11.17 Personal Leaves

A tenured unit member, upon request, may be granted an unpaid Personal Leave for a period of up to one (1) year (granted in quarters/trimesters based

on the unit member's current assignment) for personal reasons. Upon returning, the unit member will be assigned at the discretion of the District.

11.18 The District shall comply with all state and federal mandates related to employee leaves.

11.19 Catastrophic Leave Bank

- a. The purpose of the Catastrophic Leave program is to allow all certificated employees (including certificated management) who have exhausted their own accumulated sick and personal leave and have a serious illness/disability or have an emergency in their immediate family requiring their presence to request a donation of sick days. For the purposes of this program, immediate family shall be defined as a spouse, domestic partner, child, stepchild, foster child, parent, or parent in-law of the participant.
- b. At the beginning of each school year, certificated employees may elect to contribute to the Catastrophic Leave Bank. Participation is voluntary and only contributors will be permitted to draw from the Bank. Each person's contribution shall be based on a full working day or be prorated to the percentage of the person's daily assignment if less than a full day.
- c. A Catastrophic Leave enrollment/donation form will be sent to all certificated employees by **September 1<sup>st</sup>** of each school year and must be returned to the HR office by **September 30<sup>th</sup>**. Employees who are hired after September 30 will be given an enrollment form at the time they are hired and it is to be completed within thirty (30) days. Membership is continuous from year to year unless a member submits a letter of cancellation.
- d. A Catastrophic Leave Committee will be established to monitor the program, review requests and determine eligibility to receive a donation of days. The Committee will be comprised of the Director of Human Resources and two (2) PVEA representatives. The District Human Resources Office shall have the responsibility of maintaining records for the program.
- e. Participants will donate one (1) day per year. When the Committee determines there is a need, there will be an automatic contribution of one (1) additional day for each participant. No participant will be asked to contribute more than two (2) days per school year. Donated days will not be returned upon cancellation and the participant will not be eligible to receive a donation of days after submitting a cancellation. Unused days shall carry over from year to year in the Bank. When the Bank has accumulated approximately five hundred (500) unused days, automatic

contributions will be placed on hold until the number of accumulated days are used and go below that point. A participating certificated employee, with a minimum of seventeen (17) sick days, may also donate up to an additional five (5) sick days to the bank. Additional donated days are subject to the same qualifications and approvals as outlined in this Article 11.19 with the exception of the September 30<sup>th</sup> deadline. Additional days may be donated at any time during the contract year.

A certificated employee not participating in the Catastrophic Leave Bank or a non-participating member of certificated management may donate up to five (5) days per contract year. However, they are not eligible to withdraw any days from the Catastrophic Leave Bank.

- f. Participants may request to draw from the Bank only after all their leaves have been exhausted. If the participant is also entitled to FMLA / CFRA, the twelve (12) workweeks within a twelve (12) month period shall run concurrently with the use of Catastrophic Illness Leave Bank days.
- g. Participants may request and be granted a withdrawal in units of no more than fifty (50) workdays per catastrophic illness or injury. Unit members may submit a request for an extension of a withdrawal of one (1) additional fifty (50) workdays allotment for each catastrophic illness or injury. Catastrophic Leave Bank days not used by unit member / participant shall be returned to the Catastrophic Leave Bank.
- h. The amount of days to be donated to the participant will be determined by the committee and may or may not cover the length of the request. If the Bank does not have enough days to fund a request, the Committee has no obligation to provide sick leave days to the applicant. The District is under no obligation to provide additional sick leave days.
- i. If any Catastrophic Illness Leave Bank days that are granted by the Committee to an applicant for a specific and qualified reason are not needed or used, the days shall be returned to the Bank. The employee shall not retain excess days and shall not use any days for any reason other than that specified by the Committee.
- j. Catastrophic Leave will require a medical verification to substantiate the illness or injury. It may not be used for elective surgery, personal necessity leave or normal pregnancy.
- k. The decisions of the Committee shall not be subject to the grievance process.

## 11.20 Miscellaneous

- a. Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to receive credit for annual salary increments provided during the leave.
- b. Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to receive, during the leave, all other unit member fringe benefits including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.
- c. Unless otherwise provided in this Article, a unit member returning from a leave of one (1) year or less duration shall have the right to the same position the unit member left.
- d. Unless otherwise provided in this Article, a unit member on an unpaid leave of absence shall be entitled to remain in the collective fringe benefit pool at no cost to the District.
- e. Any unit member who seeks an extension of Health Leave, Child-Rearing Leave or Study Leave shall make application no later than four (4) weeks preceding the expiration of the original leave.
- f. Unit members who are absent without complying with the provisions of this Article may have an amount deducted from their salary as required by law.
- g. For the purpose of this Article, persons who have filed a Declaration of Domestic Partnership with the State of California shall be considered as a spouse.

## **Article 12: Management Rights and Responsibilities**

- 12.1 The Board, on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of California and of the United States, including, but without limiting the generality of the foregoing, the right:
- a. To the executive management organization and administrative control of the District and its properties and facilities and the activities of its unit members;
  - b. To direct the work of its unit members; to determine the time and hours of operation and to determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
  - c. To hire all unit members and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such unit members.



- d. To establish educational policies, goals and objectives; to insure the rights and opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
  - e. To build, move or modify facilities; to establish budget procedures and determine budgetary allocation; and to determine the methods of raising revenue.
- 12.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 the law and the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.
- 12.3 The District retains its right to take temporary action reasonably required in cases of emergency. The need for, and appropriateness of, such emergency action may be challenged through grievance procedures.

### **Article 13: Miscellaneous Provisions**

- 13.1 Any individual contract heretofore executed between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.
- 13.2 This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms during the term of this Agreement.
- 13.3 This contract comprises the entire agreement between the parties. Should a matter of mutual concern arise within the contract, the District and the Association mutually agree to meet for the purpose of consultation. A mutual agreement may be developed and added to this contract.
- 13.4 The Association shall have the right to send a representative to any District sponsored committee or task force meeting. The representative shall have the right to present the Association's interests on matters under consideration. The District shall submit to the Association an agenda of each meeting.
- 13.5 The Bargaining Issues/Labor Relations Committee, comprised of the Director of Human Resources, the Association President and/or designee of the Association and other individuals as needed will facilitate the bargaining and communication process through the identification and the study of issues of mutual interest. The charge of this committee is to gather information to aid in the study of issues of mutual concern.

The committee will meet regularly during the school year.

The committee has the responsibility to report back to their respective teams and governing bodies in a timely manner.

Nothing in this section precludes issues from being dealt with directly in the regular

negotiations process.

13.6 Education Codes 45341 through 45349 and 35021 dealing with paid and volunteer aides are incorporated into this Agreement and shall be supplemented as follows:

- a. The District shall not assign a paid aide or volunteer to a unit member without such member's consent, unless required by law, state or federal regulation, or the terms and conditions of categorical funding and/or grants.
- b. Duties to be performed by the paid aide or volunteer shall be consistent with the needs of the District.
- c. A unit member shall not be evaluated by the District because of any injuries caused or suffered by any of the non-bargaining unit personnel covered by this Article unless culpable negligence can be proven.

13.7 A physical examination may be required before permanent status is granted. The District will pay for the physical examination if the examination is performed by a physician designated by the District. The unit member may have the examination performed by the physician of his/her choice at the individual's expense. However, the District will determine the type of physical examination and the report form to be used in either case and will provide a list of acceptable physicians.

#### **Article 14: Nondiscrimination**

14.1 The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, genetic information, domicile, marital status, sexual orientation, physical disability, membership in an employee organization or participation in the activities of an employee organization.

##### **Civil Liberties**

- a. The District shall not interfere with a unit member's freedom of speech or use of materials in the classroom unless, in the judgment of the District, such speech or materials are disruptive to the education of the students.
- b. The District shall not inquire into, nor predicate any adverse action upon a unit member's political or organizational or personal non-school related activities or preferences.
- c. Religion, sex, race and marital status are not factors to be considered in recommendations for reemployment or for granting tenure.

#### **Article 15: Association Dues and Deduction Authorization**

15.1 Under the legislative provisions chaptered into law and at the request of the Association all unit members shall fall into one of the two following categories:

- a. Association Member: is a unit member whose application has been accepted under the conditions of the constitution and bylaws of the Association and is entitled to receive all Association benefits.

- b. Non-Member: is a unit member who does not fill out an application for membership or who has submitted a letter to the Association President, or designee, requesting to drop their membership in the Association/CTA/NEA.

#### 15.2 Association Dues and Deduction Authorization

- a. An Association member may sign and deliver to the Association, an authorization allowing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing to the Association. Pursuant to such authorization, the District shall deduct one tenth of a such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.
- b. With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for which such deductions have been made and indicating any changes in personnel from the list previously furnished.
- c. The Association will submit a copy of the deduction authorization to the District if there is a dispute about the existence or terms of the bargaining unit member's written authorization.
- d. Any non-member, as set forth in this article, who requests that the grievance or arbitration provisions of the Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- e. Less than Full-time Unit Member: Dues will be assessed on a prorated basis.
- f. Unit members seeking to revoke their written authorization or other payment of Association dues deductions may only do so according to the terms of the authorization the member signed. Any such proposed revocation must be in writing and is only effective pursuant to the terms of the written authorization to the Association.
- g. Any unit member request to modify or cancel due deductions must be directed only to the Association, and not the District. The Association shall be responsible for processing all such requests and notifying the District of any changes and the effective date thereof.
- h. Hold Harmless  

The Association shall defend and indemnify the District for any bargaining unit member claims regarding employer deductions made in reliance upon notification from the Association.
- i. Miscellaneous Deductions  

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, saving bonds, charitable donations or any other plans or programs

jointly approved by the Association and the District.

The Association and District agree to provide each other any information needed to fulfill the provisions of this Article.

## **Article 16: Peer Assistance and Review (PAR) Program**

### **16.1 Preamble**

- a. PVSD and PVEA strive to provide the highest quality of education to the students of Pleasant Valley. Both parties agree that optimum student performance requires fully qualified teachers in every classroom. In order for students to succeed at learning, teachers need to succeed in teaching. Both parties agree that all unit members must focus on continuous improvement in their professional practice. Therefore, both parties agree to collaboratively design and implement a professional development program to improve the quality of instruction through expanded and improved professional growth, peer assistance and professional accountability.
- b. Unit members referred to the program or who volunteer for the program are viewed as valuable professionals who are entitled to available resources intended on enhancing continuous performance improvement.
- c. PAR funding is terminated if contractual provisions of PAR are suspended due to insufficient funding. As long as the District received PAR funding, it is obligated to provide PAR services to the extent that funding permits.

### **16.2 Peer Assistance and Review (PAR) Council**

The PAR Council will consist of seven members. Members of the PAR Council will include the Association President or designee, three members selected by the Association, the Director of Human Resources or designee and two members selected by administration, of which at least one member shall be a site level administrator. The PAR Council will establish the operational procedures of the Council, including the method of selection of a chairperson.

The PAR Council will also establish the meeting schedule. To hold meetings, three unit members and two administrators of the PAR Council must be present. Such meetings may take place during the regular workday, in which event unit members who are part of the PAR Council will be released from their regular duties without loss of pay. PAR Council teacher members have a responsibility beyond the regular work day and for this will be compensated with an annual stipend of \$330.

- a. The PAR Council will be responsible for the following:
  - reviewing, revising and administering protocols/procedures
  - annually evaluating the PAR Council and Program
  - selecting CTs (defined in Article 16.4)
  - evaluating the performance of CTs
  - providing training for Council members and CTs

- assigning CTs to PTs
  - reviewing and acting on CTs status and final reports
  - providing an annual report to the Board of Trustees including recommendations regarding the participating unit members' progress in the PAR Program
  - at the beginning of each year, one copy of the PAR Rules and Procedures will be distributed to each school site
- b. Guidelines adopted by consensus or majority vote of the PAR Council will be consistent with the provisions of the Agreement, Board Policy and the law. To the extent that there is an inconsistency with the guidelines, the Agreement between PVSD and PVEA and Board Policy will prevail.
- c. PT will have the right to meet with the PAR Council to discuss the assignment of the CT within two weeks of notification.
- d. It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter. As such it is subject to the personnel record exemption in Government Code 6350 et seq.
- e. Results of an employee's participation in PAR shall be made available as part of the employee's evaluation pursuant to Education Code 44662 (d).

### 16.3 Participating Teachers

The purpose of participation in the PAR Program is to help correct job-related deficiencies and to assist the unit member in improving performance. A PT is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject and related aspects of teaching performance as stated in Education Code 44662. Any participating unit member will have the right to representation at any meeting of the PAR Council where his/her performance is being discussed. There are three categories of PTs.

- a. **Beginning Teacher (BT) Participant:** In order to assist new teachers in successfully beginning their careers in the District, all newly-hired teachers with less than two full years of fully credentialed experience will be required to participate in PAR.

All teachers new to the District, but with more than two years of experience, will participate in the program until they have received satisfactory documentation from a CT.

- b. **Referred Experienced Teacher (RET) Participants:** A referred teacher is a unit member with permanent status who is deemed to need improved performance in instructional skills, mastery of content knowledge, classroom management and/or related aspects of teaching by the site administrator as noted with one or more "U" (unsatisfactory) ratings in sections 1-6 of the PVSD final teacher evaluation form.
- c.
1. The decision of the site administrator to refer a permanent unit member to

the PAR Program will not be subject to the grievance procedure presented in Article 9 of the Agreement.

2. The CT will provide assistance to the PT until he/she concludes that the teaching performance of the PT is satisfactory or that further assistance will not be productive.
  3. Status and final reports will be submitted by the CT to the participating RET and to the PAR Council.
  4. The participating RET will have the right to submit a written response and or request a meeting with the PAR Council.
  5. The PAR Council will forward its final report, including recommendations to the Board of Trustees.
  6. The results of the participating RET's participation in the PAR Program may be used in the evaluation of the unit member pursuant to Education Code Section 44660 et seq.
- d. Volunteer Teacher (VT) Participants: A permanent unit member who seeks teaching performance improvement may request the PAR Council to assign a CT to provide peer assistance.
1. The purpose of such participation is to provide peer assistance and as such will play no role in the evaluation of the VT participant.
  2. The VT participant may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request.
  3. Unless requested by the VT, information obtained by the CT while providing assistance cannot be utilized in the evaluation process and/or as a basis for mandatory participation in the PAR Program.

#### 16.4 Consulting Teachers (CT)

- a. A CT is a permanent unit member who provides assistance to a PT pursuant to the PAR Program. A CT will possess the following qualifications:
  - at least five years of recent experience in the District as a teacher
  - demonstrated exemplary teaching ability
  - extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of students in different contexts.
  - experience at multiple grade levels
  - demonstrated leadership ability
  - demonstrated interpersonal skills
- b. CTs will be trained to both offer peer assistance and to understand the specific functions of the PAR Program.

- c. CTs provide assistance to PTs in improving instructional performance. This assistance will typically include:
- setting and discussing performance goals with the PT
  - multiple observations of the PT during periods of classroom instruction
  - meeting and consulting with the site administrator or designee of a PT
  - demonstrating good teaching practices to the PT
  - using District resources to assist the PT
  - monitoring the progress of the PT and maintaining a written record
  - making a status report to the PAR Council for a PT
- d. The term of a CT shall normally be three years but in no case shall exceed four years. A one-year extension of the term shall be at the discretion of the PAR Council.
- e. In order to fill a position of CT, a notice of vacancy will be posted at all sites and in the District office. 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 CT.
- f. CTs will be selected by consensus of the PAR Council after one or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. If consensus cannot be reached, then a majority vote will be used.
- g. The PAR Council will monitor and evaluate the effectiveness of the CT and will make decisions regarding their continuation in the program. The PAR Council may remove a CT from the position at any time because of the specific needs of the PAR Program, inadequate performance of the CT or other just cause.
- h. If the PAR Council determines that a CT needs to be removed, then the CT will be provided a written statement of the reasons for the removal. At the request of the CT the PAR Council will meet with him/her to discuss the reasons.
- i. In addition to regular salary, the CT will receive a stipend of \$4,000 for 140 hours in additional time required to perform the responsibilities and expectations of the program. For time beyond the 140 hours, the CT will be paid the hourly rate or through another mutually agreed upon arrangement. All such time beyond the 140 hours shall be pre- approved by the Director of Educational Services.
- j. Upon completion of his/her service as a CT, a unit member will have the right to return to his/her previous employment equivalency. CTs will be guaranteed a teaching position for which he/she is credentialed or legally authorized; however, it may not be the same assignment or work site.
- k. Full-time CTs will have a caseload determined by a ratio of CTs to PTs. Participating teachers include BTs, RETs and VTs. This ratio is dependent on the amount of intervention time determined by the PAR Council and CTs.

- l. The PAR Program encourages a cooperative relationship between the CT, PT and the site administrator with regard to the Peer Assistance and Review Process.
- m. At the written request of the PT or the CT, the PAR Council may assign a different CT to work with the PT at any time during the year.
- n. The District agrees to indemnify and hold harmless the Association and Association members on the PAR Council and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code 4503(c) and Government Code Section 820.2.

#### 16.5 Teacher Support Provider

As funding permits, teacher support providers, not to exceed eight, will be selected. Selection will occur by the first Friday in June prior to the year they will begin service.

##### a. Qualifications:

- 1. Unit members must be permanent employees with a satisfactory teaching experience.
- 2. They must demonstrate leadership skills and an ability to communicate well with peers.

##### b. Selection Process:

- 1. Applications will be distributed to all teachers beginning the first of May in the year of selection by the office of the Director of Human Resources.
- 2. Interested applicants must return applications by **May 15<sup>th</sup>**.
- 3. The term of service shall be one year.
- 4. Unit members may apply for successive terms
- 5. A joint committee under the direction of the Director of Educational Services and the Association President will select unit members. There should be at least five people on the selection committee, the majority being unit members.

##### c. Duties:

- 1. Work on the delivery of curricular support to unit members under the direction of the Director of Educational Services.
- 2. Unit members selected may be expected to open their classroom to demonstrate new curriculum and effective teaching practices.
- 3. Teacher Support Providers are usually selected to serve with a grade level



or subject area of expertise or special education.

4. Teacher Support Providers will have no part in evaluating unit members they are selected to support.
- d. Compensation: A stipend of not less than \$1,000 will be paid to Teacher Support Providers.

## **Article 17: Personnel Files**

- 17.1 All materials to be placed in a personnel file shall be processed through the office of the Director of Human Resources.
- 17.2 A unit member shall be provided any negative/derogatory material before it is placed in the personnel file. He/she shall be given an opportunity at a mutually agreed time, with compensated release time, to initial and date material and prepare a written response. The following procedure shall be followed regarding material of a derogatory nature:
  - a. The unit member will be given notice and an opportunity to review and comment on the material.
  - b. The notice will inform the unit member that he/she may review the derogatory material during normal business hours, that the unit member will be released from duty for this purpose and that the unit member must respond within ten working days from the receipt of the notice.
  - c. The material will be signed and dated by the originating person. Anonymous documents, letters or other materials will not be filed.
  - d. After the unit member has reviewed and made written comments on the derogatory material it will be entered into the personnel file and will become a part of the unit member's permanent record.
- 17.3 Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports or records that were obtained prior to employment.
- 17.4 The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member, or an Association representative if so authorized by the unit member.
- 17.5 Access to personnel files:

A unit member may have an Association representative present when he/she inspects his/her personnel file, or may give written authorization to an Association Representative to review his/her file.

Administration may access a unit member's personnel file on a need-to-know basis with permission granted by the Director of Human Resources or Superintendent. The

Director of Human Resources or Superintendent shall retain the right to inspect any file as needed.

Board of Trustee members may request the review of a unit member's file only at a closed session of the entire Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.

- 17.6 The District shall maintain the unit member's personnel file at the District's central office. Any files kept by the unit member's immediate supervisor shall be passed to the Office of the Director of Human Resources or disposed of if the supervisor moves or is transferred.

## **Article 18: Retirement Issues**

### **18.1 Reduced Workload**

- a. Reduced services employment may consist of either of the following:

Equivalent of one-half the number of sequential days of service required by the unit member's contract of employment during his/her final year of service in a full-time position and will commence on the first day of the first half of the work year or the first day of the second half of the work year; or;

Equivalent to half-time employment per day of the full school year.

- b. A unit member must have reached the age of fifty-five years prior to reduced services employment. The unit member must have been employed full-time in a position requiring certification for at least ten years of which the immediately preceding five years were full-time employment.
- c. A unit member shall be paid a salary which is one-half of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's State Teachers Retirement System contribution, paid by both the District and the unit member, shall be the same as if the unit member taught full-time.
- d. The District shall provide participating unit members with health and welfare benefits according to Education Code 44922.
- e. This section shall conform to the mandatory provisions of Education Code 44922.

### **18.2 Contract for Services Plan**

- a. The District may offer retirees the opportunity to enter into an ancillary services contractual agreement.
- b. A participant approved for this plan shall receive a contract stating the terms and conditions of the agreement, including the duration and the number of days of service per year. Compensation rate will be equivalent to the number of days of service times the per diem rate of pay which the participant was earning upon retirement.

- c. An application for a retiree contract shall be filed with the Human Resources office by the unit member/retiree interested in this option.

### 18.3 Retiree Health Insurance

- a. Retiree benefits for unit members who retired on or before June 30, 1984:

The District shall provide fully paid health insurance premiums for unit members and dependents of unit members who retired on or before June 30, 1984, after reaching the 55<sup>th</sup> birthday, provided said employee had given ten years of satisfactory service to the District. This coverage shall extend for the life of the retired unit member. A District approved paid leave shall constitute paid services for purposes of eligibility for the benefit.

- b. Retiree benefits for unit members hired on or before June 30, 1984, who retire after June 30, 1984:

The District shall contribute not more than \$3,900 per year per retiree toward the health and welfare program of retirees who retire after June 30, 1984, after reaching the 55<sup>th</sup> birthday, provided said employee had given twelve years' satisfactory service to the District. This coverage shall extend for the life of the retired unit member. A District approved paid leave shall constitute paid service for the purpose of eligibility for this benefit. Unit members who meet all retirement requirements, except twelve years of service in PVSD, may retain unit member and dependent membership in the District health insurance plan by paying 100% of premiums. At the end of the 12<sup>th</sup> year of service, the District shall assume premium payment for the unit member and dependents for the life of the retired employee up to but not to exceed \$3,900 per year.

- c. Retiree benefits for unit members hired after June 30, 1984:

The District shall contribute not more than \$2,400 per year per unit member toward the retiree catastrophic health and welfare program for all unit members hired subsequent to June 30, 1984. The unit member shall be required to have reached his/her 60<sup>th</sup> birthday and shall be required to have served the District for fifteen years or more. Temporary teachers who are rehired and previous unit members who are reinstated after a break in service, shall be considered new unit members hired subsequent to June 30, 1984.

- d. Retiree benefits for unit members hired after June 30, 1986, who are eligible for Medicare through District employment and who meet the qualifications of subsection C above:

The District shall contribute not more than \$2,400 per year per employee toward the retiree catastrophic health and welfare program. The District contribution shall continue until such time as the employee meets the eligibility requirements for Medicare.

#### 18.4 Entitlement

- a. Salary agreements reached after the conclusion of a school year that stipulate a retroactive settlement for the year just ending, shall also apply to retirees and unit members who worked during the year for which the settlement was given.
- b. Unit members who have worked a full year shall receive health benefits consistent with those received by active employees until August 31st of the year of their resignation or retirement. Such unit members are encouraged to notify the District, preferably by June 1<sup>st</sup> of their resignation or retirement.

#### 18.5 Retirement Incentive

A retirement incentive may be offered if there is a cost savings to the District.

### **Article 19: Safety Conditions of Employment**

- 19.1 Working Conditions: Unless a State of Emergency is declared, unit members shall not be required to work in unsafe conditions or perform tasks that endanger their health, safety or well-being.
- 19.2 The District shall continue to comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq) and regulations relating thereto (California Administrative Code section 330, et seq).
  - a. Any unsafe condition shall be reported to the unit member's immediate supervisor either directly or through the Site Safety Committee.
  - b. If the supervisor is unable to remedy the situation to the satisfaction of the complainant, then the unsafe condition will be reported to the District Safety Committee and the Association.
  - c. If the District Safety Committee is not able to resolve the problem, communication outlining the reasons shall be sent to the Site Safety Committee by the way of the site administrator.
  - d. Upon notification, the District shall review the condition and, if determined by competent authority to be unsafe or hazardous, eliminate or correct the condition.
- 19.3 The District Safety Committee is established to implement the provisions of the Labor Code 6401.7. The Association shall appoint two representatives to the District Safety Committee. The District Safety Committee will supervise and implement the District Disaster Preparedness Plan and annually review each site disaster plan.

In conformance with state law, the District shall regularly hold disaster response drills and assist in the acquisition of safety supplies at the various work sites.

- 19.4 No unit member may be directed to perform duties that could endanger life, safety or welfare.

- 19.5 In the event unit members have been pressed into service as “disaster service workers”, unit members are to remain on duty until the emergency is over (California Government Code 3100, 3211.92 et seq.)
- a. The order in which unit members are released at the conclusion of a disaster shall be determined by random alphabetical order at the beginning of each school year.
  - b. The order of dismissal of the unit members from disaster service shall be posted at each work site within the first month of each school year.
  - c. The site administrator or designee serving as site disaster leader has ultimate authority in declaring when an emergency is concluded sufficient to implement dismissal procedures.
- 19.6 In the event of an emergency school closure, including but not limited to a natural disaster, quarantine or government order, unit members shall receive their daily rate of pay and benefits. If makeup days are required by law, the District shall negotiate the dates of said days with the Association.
- 19.7 Site-based Safety Committees
- a. The purpose(s) of the committee shall be to review and make recommendations regarding safety concerns at each site. These safety concerns may include issues relating to personal safety (e.g. unit members and students, unsafe or dangerous equipment/facilities and issues of general safety).
  - b. The committee shall be composed of at least two unit members, one classified employee, one site administrator and one or more parents. The unit member representative shall be chosen from a list of volunteers. If there are insufficient volunteers, the site administrator shall assign the appropriate number of unit members using the same criteria for selection as are used for other required adjunct duties.
  - c. The committee shall meet at least quarterly or otherwise, as the need arises. Except as indicated above, other operating procedures shall be decided by the committee members and shall be in conformance with SB 198 legal mandates and District policy as found in the PVSD Injury and Illness Prevention Program.
  - d. Minutes shall be taken of the meetings and kept for review in the School Safety Manual binder. Minutes may be sent to the PVEA President as appropriate. Recommendations requiring expenditures or technical review shall be referred to the District Safety Committee for approval.
  - e. If attendance at Site Safety Committee meetings cannot be accommodated during normal staff meeting times, attendance shall be by released time.
- 19.8 The District shall make available at each school site, facilities for a lunchroom and staff lounge.
- 19.9 The District shall exclude from class any student who, in accordance with Ed Code

Section 48210 et seq, is unfit for any reason to continue in class.

- 19.10 Pursuant to Ed Code 49079, teachers will be notified when a student with known violent behavior is assigned to the classroom.
- 19.11 Unit members shall make reasonable efforts to maintain safe and sanitary conditions in their work areas of responsibility.
- 19.12 Specialized Health Care Procedures
  - a. Except in cases of life-threatening emergencies, teachers shall not be required to provide specialized health care procedures including, but not limited to dispensing medication, catheterizations, crede's maneuver, diapering, suction, oxygen administration, gavage feeding and draining. Special Day Class teachers may be requested to provide specialized health care procedures which they have been fully trained to perform.
  - b. The District shall indemnify and hold harmless from all liability any unit member who performs specialized health care services while acting within the scope of his or her duties.
  - c. The District will provide rubber gloves, mouth-to-mouth breathers, sponges, antibacterial and antiviral cleaning solutions and facilities to wash with hot water (whenever possible) and antiseptic soap to every unit member who may come in contact or be expected to come in contact with bodily fluids.
  - d. The District will pay for immunizations as covered by the District's Blood borne Pathogens Plan.
- 19.13 Stolen/Damaged Property: Unit members are discouraged from bringing personal property onto work sites (see Board Policy 3531). If unit members bring personal property onto work sites they do so at their own risk. Nonetheless, if a unit member brings personal property onto the work site and the unit member suspects that the property has been damaged or stolen as a result of the willful conduct of a student, the unit member may request his/her site administrator investigate the matter.
  - a. If the site administrator determines that the damaged or stolen property is a result of willful misconduct by a student, the site administrator shall notify the student and his/her parents or legal guardian of the following:

That the parents/guardian is liable for all damages so caused by the student (up to \$7,500 or such higher amount as the law provides) subject to appropriate due process procedures, the student's grades, diploma and/or transcript may be withheld until such time as the student or student's parent or guardian has paid for the damages. If the student and parent/guardian are unable to pay for the damages, or to return the property, the District shall provide a program of voluntary work for the student in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma and/or transcripts shall be released.
  - b. In addition, if the site administrator reasonably believes that possible criminal

conduct has occurred, he/she will file a police report.

- c. A unit member may exercise his/her rights in seeking redress from the student or the student's parent through legal action or by filing a police report.

19.14 Assault: The District will communicate at least annually through letter, newsletter or through the public news media that assaults against unit members will not be tolerated. Any student who verbally or physically assaults or batters a unit member shall be subject to possible criminal action, civil liability and/or suspension or expulsion from school (EC 44811, 44014, PC 601, 602.1).

If a unit member believes he/she has been assaulted, the individual shall report the incident to the site administrator. The site administrator and unit member shall notify police as required by law (EC 44014).

The District may pursue legal action against a pupil or pupil's parent or guardian if a unit member's person or property is injured or damaged by willful misconduct of the student which occurs during the course and scope of employment. The District will act as a liaison between the unit member, courts and police as provided by law.

19.15 Pupil Suspension by Teacher (EC 48910)

- a. A teacher may suspend a student from his/her class for the day of suspension and the following day for any of the acts enumerated in Ed Code 48900.
- b. The teacher shall immediately report the suspension to the site administrator. The student shall be under appropriate supervision defined in policies and related regulations adopted by the District. The student is to be sent to the site administrator or his/her designee for appropriate action if that action requires the continued presence of the student at the school.
- c. As soon as possible, the teacher will ask the parent to attend a parent-teacher conference regarding the suspension. Whenever practical, a school counselor or school psychologist shall attend the conference. A site administrator shall attend the conference if the teacher and/or parent/guardian so requests.
- d. The student shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the site administrator.
- e. A student suspended from a class shall not be placed in another regular class during the period of suspension. However, if the student is assigned to more than one class per day, this subsection shall apply only to regular classes scheduled at the same time as the class from which the student was suspended.
- f. A teacher may also refer a student, for any of the acts enumerated in Ed Code 48900, to the site administrator or designee for consideration of suspension from the school.
- g. The Assistant Superintendent of Administrative Services or designee shall provide the unit member with assistance that is mutually agreed to and

authorized by law.

## **Article 20: Salary and Benefits**

- 20.1 In order to be employed, the unit member must hold the appropriate credential for elementary or middle school teaching. Education requirements for each Column are as follows:

Column 1	Bachelor's Degree and credential
Column 2	BA, credential plus additional fifteen semester units
Column 3	BA, credential plus additional thirty semester units
Column 4	BA, credential plus additional forty semester units and Master's Degree or BA, credential plus additional forty-five units
Column 5	BA, credential plus additional fifty semester units and Master's Degree or BA, credential plus additional sixty semester units

- 20.2 Initial step and column placement for district school nurses shall be based on the licensure requirements and certified experience up to sixteen (16) year.
- 20.3 Beginning July 1, 2021, "The salary schedule shall provide an anniversary increment for verifiable service in the profession, consistent with article 20.6." Unit members adversely affected by the language in place prior to July 1, 2021 (such that those members' years credited to anniversary increments was reduced due to service in other districts, or break in service) shall have their anniversary step placement adjusted to reflect the updated language. This change is understood to be prospective, based on the language updated as of July 1, 2021, and shall not result in retroactive payment. The increment shall be \$525 per year starting the 13<sup>th</sup> year of service, increasing by \$525 for each succeeding year through the 19<sup>th</sup> year. The increment shall be \$600 starting the 20<sup>th</sup> year of service, increasing by \$600 for each succeeding year. A leave of absence granted by the District shall not be considered a break in service. A paid leave shall be considered as credit for salary increment.
- 20.4 The school psychologists will be paid 1.3 times placement on the Teacher/Nurse salary schedule. Their site workday shall be 6.75 hours; however, there may be days where the psychologists are required to work a 7-hour day for parent meetings, etc. (exclusive of a forty-five-minute lunch).
- 20.5 For time required to perform job-related duties outside of contract hours (i.e. summer assessments, covering for psychologists or speech and language pathologists on leave, etc.) psychologists and speech and language pathologists will be paid the regular daily rate, and if paid hourly, the rate will be divided by the actual workday hours. Hours outside of contract hours such as attendance at professional development, committee work or informational meetings shall be paid at the hourly rate for working without students which is \$41.00 per hour.



- 20.6 If a psychologist will be unable to work for more than two (2) consecutive weeks, the District will make a good faith effort within two (2) days to hire a substitute psychologist to cover duties. The substitute psychologist will be paid at the regular psychologist daily rate or their agency rate.
- 20.7 Speech and Language Pathologists will be paid at 1.14 times placement on the Teacher/Nurse salary schedule. Their workday shall be 6.5 hours, exclusive of lunch period.
- 20.8 If a speech and language pathologist will be unable to work for more than two (2) consecutive weeks, the District will make a good faith effort within two (2) days to hire a substitute psychologist to cover duties. The substitute speech and language pathologist will be paid at the regular speech and language pathologist daily rate or their agency rate.
- 20.9 School counselors are to be compensated at a ratio of 1.2 of the Teacher/Nurse salary schedule. The site workday shall be 7.5 hours (exclusive of a thirty-minute lunch)
- 20.10 All units for advancement beyond Column 1 must be upper division or graduate level or approved by the College Credit Committee and received subsequent to the Bachelor's Degree.
- 20.11 New unit members beginning September 1, 2002, will be given credit for six years actual teaching experience in public or accredited private schools for verified experience. To achieve credit for a year of teaching or certified experience, a new unit member beginning September 1<sup>st</sup>, must have taught for at least 75% of said school year, which may include combined experience in more than one district, except for day-to-day substitution. Nurses and Speech & Language Pathologists will be given equivalent credit for certified experience that is verified by the Human Resources Office.
- 20.12 When a unit member is granted an unpaid leave of absence, he/she shall maintain his/her position on the salary schedule as of the date of departure.
- 20.13 Initial placement on the salary schedule shall be verified by official college transcripts prior to the first day of service or thirty days after employment when employment contract is signed after the beginning of the school year. Grade cards or similar verification may be presented for initial placement, pending receipt of official college transcripts.

For the 2022-23 school year, teachers working in special education will receive an ongoing \$1,500 SPED stipend.

Effective July 1, 2023, the \$1500 stipend shall be increased such that the following stipends will be given to special education staff:

- Extensive Support Needs/Moderate-Severe teachers working in a Mod/Sever special education setting \$10,000 yearly
- Mild to Moderate Support Needs/Mild-Moderate teachers working in a Mild/Mod special education setting \$5,000 yearly

- 20.14 Application for horizontal movement on the salary schedule shall be submitted to the Human Resources Office by April 15<sup>th</sup> in order to be effective the following school year. Horizontal movement on the salary schedule shall be verified by official college transcripts on or before October 1<sup>st</sup> of the year in which the salary increase is to be effective. The units which qualify the unit member for horizontal movement shall be supported by evidence of completion by the first day of service if such credit is to be reflected in the October 1<sup>st</sup> paycheck.
- 20.15 Beginning July 1, 2023, the hourly rate for unit members working with students will be \$53.00 per hour when not paid by stipends or otherwise defined in this contract. This includes home hospital teacher. The hourly rate for unit members providing outside contractual hours without students (i.e. IEP meetings, curriculum work, professional development, or committee meeting) will be \$41.00 per hour.
- 20.16 Beginning July 1, 2023, home hospital teachers shall be paid at the rate of \$53.00 per hour, which includes one (1) hour of prep time for every five (5) hours of instruction. Home Hospital Teaching assignments shall be offered to the student's regular teacher first.
- 20.17 Beginning upon the date of Board approval of this agreement and for the duration of the availability of the Arts, Music, and Instructional Materials Block Grant, teachers who cannot secure a substitute or who choose to forego a substitute under article subsections 7.2f.1, 7.2.f.2, and 7.13.e., will receive a stipend equivalent to one (1) half day substitute pay. This provision applies only to the aforementioned article subsections. It is understood that when the Arts, Music, and Instructional Materials Block Grant expires, the substitute days and/or stipend option at half day substitute pay also expire.
- 20.18 Beginning July 1, 2023, day-to-day substitutes are paid at the rate of \$175.00 per day. Starting the 21<sup>st</sup> consecutive day in the same assignment, the rate is \$190.00 per day. Starting the 91<sup>st</sup> consecutive day in the same assignment, the rate is Step 1, Column 1 of the Teacher/Nurse salary schedule.
- 20.19 Classroom teachers and support service personnel shall be paid at their daily rate for scheduled days worked.
- 20.20 Effective July 1, 1999, a stipend of \$500 will be paid to those unit members who hold a Master's degree; a stipend of \$1,000 will be paid to those unit members who hold a Master's and Doctorate degree.
- 20.21 Incentive for Attendance at After-Hours Staff Development
- a. There will be list of specific, approved after-hours staff development activities that qualify for an incentive for attendance. This list is not intended to be an all-inclusive list of staff development activities.
  - b. Unit members must apply and receive approval to attend these staff development activities.
  - c. Unit members may choose to either receive a stipend or University credit for attendance.

University credit: whenever possible, the District will contract with Universities to offer units for designated after hours' staff development activities. Unit members must pay for university units in order to receive credit.

Stipend: For the designated approved after-hours staff development activities, the stipend amount will be based on the hourly rate. The total stipend amount will be decided prior to the workshop.

- 20.22 Unit members working less than full time are required to attend Staff Development days and will receive a full day's compensation for all the days attended.

20.23 District Health and Welfare Contribution

The District shall provide a three-tiered structure for health insurance benefits and contribute up to the maximum as follows per year per unit member. Effective May 4, 2022 the District contribution maximum shall be increased to the following levels:

Single Party Plan	-	\$10,600
Two Party Plan	-	\$16,450
Family Plan	-	\$20,850

Effective the 2017-2018 school year, \$500 will be given to each spouse or domestic partner within the district where at least one-unit member enrolls in a two party or family medical coverage, if they are both required to take insurance under SISC rules.

The District shall provide unit members who have deductions from their salaries for benefit premiums, the opportunity to participate in an IRC Section 125 plan. Participation in the IRC Section 125 plan will allow the unit member's contributions to be deducted from their salaries before federal and state tax withholding deductions.

20.24 Unit Member Health Insurance

The District shall provide all unit members, domestic partners and their dependents with a health service plan that may include chiropractic coverage effective January 2005. (AB 205). For members working the full year, coverage begins on September 1<sup>st</sup> and ends on August 31<sup>st</sup>.

20.25 Retiree Health Insurance (see Article 18).

20.26 Dental Insurance

A dental plan, including orthodontic coverage, shall be provided by the District for all unit members and their dependents. A dental plan, excluding orthodontic coverage, shall be provided by the District for qualified retirees and their dependents.

20.27 Vision Care Plan

The District shall provide all unit members, qualified retirees and their dependents with a vision care plan. The plan shall be Vision Service Plan B Composite Rate Non-deductible.

20.28 Tax Shelter Annuities

Teachers may participate in the tax shelter annuity of their choice with the District providing payroll adjustment for this purpose.

#### **20.29 Duration of Benefits**

- a. Benefits provided in this Article shall remain in effect until it is replaced by another plan by mutual agreement between the Association and the District.
- b. Unit members who have worked a full year shall receive health benefits consistent with those received by active unit members until August 31st of the year of their retirement. Such unit members are encouraged to notify the District, preferably by June 1, of their retirement.
- c. A terminated unit member and his/her dependents shall be entitled to continued coverage, with permission of the carriers, under the health, dental and vision care plans for a period as stipulated by the provisions of COBRA. Such unit members shall pay the premium for the continued coverage on a month-to-month basis.

The provisions of this Article shall be subject to the negotiations process in the same manner as other Articles in this Agreement.

#### **Article 21: Savings**

- 21.1 If any provision of the Agreement is held to be contrary to law by a court of competent jurisdiction, such provision 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.
- 21.2 Should a provision or application be deemed invalid, as described in paragraph 21.1 above, the District shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Such rulings shall obligate the parties within ten days to agree to meet to renegotiate the provisions(s) affected.

#### **Article 22: Statutory Changes**

- 22.1 Mandatory improvements or mandatory reductions in unit member benefits which are brought by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement.
- 22.2 Rulings by the PERB pertaining to the scope of representation shall obligate the parties to agree within ten days to meet and negotiate on the revised definition of scope items.
- 22.3 Should legislative action mandate adjustments in the contract, both parties shall meet to bring the contract into compliance with legal mandates or to take advantage of new legal options.

## **Article 23: Summer School/Extended School Year**

23.1 The District shall make summer school assignments as follows:

- a. Teachers from PVSD shall be given first priority in filling classroom teaching assignments.
- b. Teachers applying shall be given preference in the inverse order of when they last taught summer school, providing they are qualified to teach the course.
- c. Teachers applying for Extended School Year with appropriate Special Education Credentials will have priority.
- d. If more than enough applications are received for summer school employment, preference shall be given to Teachers who did not teach the prior year. The intent is to rotate assignments. The district may use discretion in placing teachers in summer school positions which require specialized instructional skills (i.e. music). If two or more candidates are judged equal on the basis of rotation and specialized instructional skills, then District seniority will apply as a tie breaker.
- e. Should there be any vacancies not filled by District teachers, employment shall be opened to teachers from outside the District.

23.2 Summer School pay shall be as follows:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
\$128.25	\$132.10	\$136.04	\$140.13	\$144.35

The above compensation will be paid to teachers when hired for summer school on daily basis.

- 23.3 The number of Unit Member workdays shall be determined each year, but shall not be fewer than twenty days, nor more than twenty-six days. Teachers will receive one paid day for preparation at the same hours as the program.
- 23.4 Summer School Transfers: Once a unit member agrees to serve in a particular summer school assignment, the District shall make every attempt not to change such assignment without the unit member's approval.
- 23.5 Sick days, jury duty, PN and Bereavement will be unpaid leave for summer school/extended school year unit members.
- 23.6 All teachers shall be on duty a total of thirty minutes longer than the time prescribed for their students, such thirty minutes to be divided between time before and after school by the site administrator after consultation with the faculty.

## **Article 24: Temporary/Hourly Employees**

Sections 44919 through 44921 of the Education Code are incorporated into this Agreement and supplemented as follows:

24.1 Full-time temporary unit members shall be paid in the same manner and in the same

amount as probationary unit members and shall be entitled to all benefits provided for in this agreement.

- 24.2 Part-time temporary unit members working 50 percent of the school day or more shall be paid a pro rata salary and receive pro rata benefits.
- 24.3 Temporary unit members working less than half-time shall not receive health benefits, but shall receive a pro rata salary as described in Section 2 of this Article.
- 24.4 The District may hire part-time hourly teachers for a limited duration and a specific purpose,  
e.g. providing after school intervention services at a particular school site (often categorically funded or parent group or community funded). Hourly teachers will receive an hourly wage and these teachers shall not be responsible for a roll sheet, nor shall they assign grades and nor shall they prepare lesson plans. They shall be compensated at the hourly rate and shall not be eligible for health and welfare benefits.

## **Article 25: Transfers**

### **25.1 Definitions**

- a. Reassignment: the movement of a unit member within a school site is considered a reassignment. A reassignment shall occur prior to any transfers.
- b. Transfer: the movement of a unit member to a different school site shall be considered a transfer.

There are three types of transfers: involuntary, voluntary, and administrative.

Involuntary – staff reduction initiated, or special circumstance approved by Director of Human Resources and Association President

Voluntary – unit member initiated

Administrative – district initiated

- c. Vacancy: a vacancy is any open position at a site or within the District and is available to be filled by a certificated unit member.

Vacancies will be filled in the following order:

Return from Leaves (first year)

Reassignments at the site level

Administrative Transfers

Involuntary Transfers

Voluntary Transfers and Return from Leaves (second year) Rehires (from the 24/39 month rehire list)

New Hires

- d. Any classroom teaching position vacancy that occurs after the first day that keys are made available for teachers for the school year will not be posted until the first round of transfer postings for the succeeding school year.

- i. Unit members occupying a position not previously posted for transfer shall be considered part of the voluntary transfer pool at the time that position is posted.
- ii. Classroom vacancies filled during a school year with a temporary employee shall be declared open positions, provided that the positions exist the following year, and provided that the rights of the individuals returning from leave are not violated by the declaration.

## 25.2 Reassignment

Reassignment within a School Staff: reassignments shall not be punitive or disciplinary in nature and shall be based on the educational needs of the school.

a. Staff reassignments shall be an administrative decision.

- i. Unit members interested in changing their site assignment should notify their site administrator for consideration. This notification may be verbal or in writing.
- ii. If more than one person requests reassignment to the same vacant position, the interview process shall be used for the reassignment of the unit member(s).
- iii. If a reassigned unit member provides a written request for the reason of the reassignment, the site administrator shall provide a written response within 5 working days.
- iv. Site Administration will consider alternatives before reassigning a unit member to three grade levels above or three grade levels below their current assignment.
- v. Site Administration will consider alternatives before reassigning a unit member in two successive school years.
- vi. A reassignment within a school would not be considered as an involuntary transfer except as noted below in the appeal process.

Any unit member who believes this reassignment was inappropriate would have the option of appealing his/her case to the Director of Human Resources who would make the final determination.

- Reassignment to be adopted.
- Reassignment treated as an involuntary transfer.
- Reassignment not adopted.

b. Reassignments due to the reduction/elimination of a classroom position

- i. The unit member with the least District seniority, within the reduced grade level, will be reassigned to an available site vacancy. Should a site vacancy not exist, then the Involuntary Transfer process shall be followed. See Article 25.4 for the process. Reassignments by the site principal may still occur after this process. However, another reassignment at the reduced grade level shall not be used to replace a more senior unit member at the grade level with a

unit member with less district seniority.

- ii.A unit member who has been reassigned due to the elimination of a position shall have a right to return to that position should that position be reinstated prior to the beginning of the school year, thus nullifying the reassignment.

### 25.3 Administrative Transfers

The District may administratively transfer a unit member from an existing position to a specific vacancy. Administrative transfers shall be based on the needs of the district provided that:

- a. An administrative transfer may be initiated under exceptional circumstances.
- b. When possible, the unit member will be notified in writing at least fifteen (15) days prior to the transfer meeting except in unusual circumstances. The notice shall include a statement of reason for the transfer.
- c. The unit member may request a meeting with the Superintendent to discuss the transfer. An administrative transfer will be considered complete upon written notification of transfer from the Superintendent.
- d. The provisions of this subsection shall not be used in any one year to affect a transfer under this section of more than the number of unit members equal to 2.3 percent of the total number FTE ( $2.3\% \times \text{total FTE} = \text{xxx}$  rounded to nearest whole person).
- e. Every effort will be made to avoid transferring a unit member under this provision in two successive school years.

### 25.4 Involuntary Transfers

Involuntary Transfers shall not be punitive or disciplinary in nature and shall be based on the needs of the District.

- a. When a unit member is involuntarily transferred because of staff reduction, it shall be done on the following basis:

TK – 5:

The unit member with the least District wide seniority at a school which loses a staff position and there are no other on-site vacancies will be the first person at that school to receive an involuntary transfer.

The unit member with the least District seniority, within the reduced grade level, will be reassigned to the site vacancy. Reassignments by the site principal may still occur after this process.

Middle School:

The unit member with the least District wide seniority within a department designated to lose a staff member shall be the first person to receive an involuntary transfer provided he/she has the necessary credentials to fill another District vacancy.

- b. Teachers to be involuntarily transferred shall be given the list of vacancies and will have the opportunity to meet with the administrator(s) who have positions to discuss the position before being formally offered the transfer. In the event the teacher does not obtain an assignment, the Director of Human Resources will



determine the placement prior to the start of the voluntary transfer process and notify the unit member via District email. This decision will be final.

- c. A unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer in confidence and shall be informed by the Director of Human Resources before the transfer is made public.
- d. An involuntary transfer shall not result in the loss of District wide seniority or any fringe benefit to unit members.
- e. The District shall make every reasonable attempt to exempt a unit member from successive involuntary transfers
- f. The District will make an effort to assist a unit member who has been involuntarily transferred to make such a move.
- g. When a unit member is transferred or moved from one site to another, the District shall supply boxes and transport materials to the new site.
- h. The unit member being transferred will received one (1) day's pay at the unit member's daily rate to make the move.

#### 25.5 Voluntary Transfers

- a. Teachers desiring to participate in the voluntary transfer process must apply within the posting window and meet the requirements in 25.4 b and c. No outside hires will occur until teachers have had the opportunity to apply for a voluntary transfer.
- b. Teachers requesting a voluntary transfer who have any Needs to Improve or Unsatisfactory areas on their prior evaluation, are on an Improvement Plan or who have documented disciplinary concerns in their personnel file will require the approval of the Director of Human Resources to be eligible for a transfer.
- c. Request for transfer by probationary Unit Members shall be considered only at the discretion of the Director of Human Resources.
- d. Postings:

School Year: All vacancies will be dated and posted at each school site, emailed to the unit member's District email account and posted at the District office for five school days.

Summer: Vacancies that occur during the summer will be posted for five business days at the district office and on the district web page. All teachers will be notified by District email.

- e. Open positions will not automatically be filled by a voluntary transfer request. Unit members interested in a vacancy will submit an Interview Form to the HR office. Unit members will submit their qualifications and experience related to the vacancy, in writing, to the administrator at the time of the interview.
- f. Interviews will be conducted by the site and/or District administrator. The District will attempt to have a site unit member of the administrator's choice participate in the interviews.
- g. The interview process will:
  - use the designated interview form and standard questions, additional

questions may be added by the administrator and must be asked of all unit members interviewed

- consider the educational needs of the District and/or affected school site
- consider the unit member's qualifications and experience

- h. If a unit member is denied a voluntary transfer, he/she may request the reason in writing.
- i. If there are two or more competing applicants and the interview ratings are equal, the unit member with the greatest length of District seniority will be selected to fill the vacancy.

## 25.6 Reconfiguration

Special circumstances may cause the need for large numbers of transfers of unit members. The District will identify positions to be affected. These circumstances may include, but are not limited to:

- a. Opening a school: All positions, including Special Day Classes and support services personnel, are considered open. Positions will be filled through the applicable transfer processes such as involuntary transfers, administrative transfers and special education transfers.
- b. Closing a school: Unit members affected will be considered involuntary transfers.
- c. Major Program Changes (i.e., year-round school, magnet school) will follow the involuntary process.
- d. Positions resulting from a reconfiguration which are new to a site shall be filled through the transfer process as described in this article. These positions may not be filled through reassignment of existing site personnel until the position has gone through the involuntary and voluntary transfer process one time.
- e. Major Structural Changes (i.e., realignment of grade levels)
- f. Positions resulting from a reconfiguration which are new to a site shall be filled through the transfer process as described in this article. These positions may not be filled through reassignment of existing site personnel until the position has gone through the involuntary and voluntary transfer process one time.
- g. When site positions are to be reduced through reconfiguration, unit members at that site and grade level may opt to enter the involuntary transfer pool. Once unit members opt into the involuntary transfer process, they yield the right to their current position.

If more unit members opt into the pool than needed, those unit members with the greatest district seniority will be selected.

If not enough unit members opt into the pool, those unit members with the least district seniority will be selected.

## 25.7 Special Education Transfers: the Director of Special Education in conjunction with the Director of Human Resources will staff the District in the following manner:

- a. For the purposes of transfer the entire Special Education staff of the District shall be considered as the Pleasant Valley School District Special Education Group. The Pleasant Valley School District Special Education Group is comprised of all RSP, SDC, Speech & Language Pathologists, Psychologists and Nurses.

- b. The Director of Special Education shall have the ability to make staffing decisions for the Pleasant Valley School District Special Education Group based upon district needs, demonstrated skills and in collaboration with site administration. Movement within the Pleasant Valley School District Special Education Group to accommodate placement of unit members for the coming year will be accomplished before announcing any vacancies for voluntary and involuntary transfers. A reassigned unit member shall be given written reasons for the reassignment, if requested. Reassignments shall not be punitive or disciplinary in nature and shall be based on the educational needs of the school.
- c. Movement within Pleasant Valley School District Special Education Group shall be an administrative decision.

Unit members interested in changing their site assignment should notify the Director of Special Education for consideration. This notification may be verbal or in writing.

If more than one person requests reassignment to the same vacant position, the Interview Process shall be used for reassignment of the unit member(s).

Reassigned unit member may request written reasons for the reassignment.

- d. A reassignment within the Pleasant Valley School District Special Education Group would not be handled as an involuntary transfer. Any unit member who believes this reassignment was inappropriate would have the option of appealing his/her case to the Director of Human Resources who would make the final determination.
  - i. Reassignment to be adopted.
  - ii. Reassignment treated as an involuntary transfer.
  - iii. Reassignment not adopted.
- e. Openings which occur when additional positions become available within the Pleasant Valley School District Special Education Group through restructuring of the unit or due to added positions, or other vacancy in the District shall be posted and filled in accordance with the rules for transfer in the Transfers Article. The Interview Process shall be used for placement of unit members within the Pleasant Valley School District Special Education Group when more than one group member has requested to be placed in a vacant position.
- f. A unit member who has been reassigned due to the elimination of a position shall have a right to return to that position should that position be reinstated prior to the beginning of the school year, thus nullifying the reassignment.

## 25.8 Special Assignment

- a. Special Assignments (i.e. Teacher on special Assignment "TOSA" shall be defined as a classroom teacher accepting the responsibility for a minimum of one year and a maximum of two years outside of the classroom assignment.
- b. The vacated position created by the special assignment will be considered a temporary position.
- c. To be eligible for a special assignment, unit members must be permanent, certificated employees.
- d. Termination of Special Assignment: If a teacher on special assignment, or the

district, elects not to renew the position after one year, the unit member is entitled to their former classroom assignment. If their former position does not exist after one year, the unit member will be considered an involuntary transfer. If the unit member is on a special assignment for two years, they are entitled to a position in the district through the voluntary transfer process.

- e. Evaluation: Unit members on special assignment shall be evaluated using the same procedure as is applied to full-time classroom unit members, pending the creating of a new evaluation tool. (evaluation committee work 17-18 school year).

#### 25.9 Counselor Transfers

As defined in article 25.1 a. transfer is the movement of a unit member to a different school site. Counseling positions at a single site work site will follow Article 25.1. Counseling positions at more than one work site shall be considered as being transferred only when moved from one District-wide program to another.

As soon as practical, and under normal circumstances, not later than the week prior to the end of the last student day, all counselors shall receive written notification of the school, or schools to which they are assigned for the ensuing year.

#### 25.10 Communication

No later than the first month of each school year, the District will share a summary of the transfers and vacancies filled with the PVEA President.

### **Article 26: Unit Member Legal Protections**

- 27.1 The District will carry worker's compensation insurance to provide protection for unit members battered while in the course and scope of carrying out their assigned duties.
- 27.2 The District will carry liability insurance to provide protection for unit members against civil liability when acting solely within the scope of their duties, office or employment.
- 27.3 For purposes of this Article, unit members engaged in performing duties while on approved field trips or approved extra-curricular assignments shall be considered to be acting within the scope of their duties, office or employment.

# APPENDIX A

# Salary Schedule Teacher/Nurse 2023-24



Step	Column I BA	Column II BA + 15	Column III BA +30	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP	CL1	CL2	CL3	CL4	CL5
1	\$57,067	\$58,129	\$59,199	\$60,271	\$63,618
2	\$57,989	\$59,070	\$60,150	\$63,123	\$67,093
3	\$58,350	\$59,427	\$60,510	\$65,964	\$69,939
4	\$58,350	\$59,906	\$64,998	\$68,964	\$72,919
5	\$58,350	\$60,268	\$67,835	\$71,811	\$75,766
6	\$58,350	\$60,268	\$70,688	\$74,656	\$78,620
7	\$58,350	\$60,268	\$73,545	\$77,502	\$81,465
8			\$76,390	\$80,354	\$84,322
9			\$79,477	\$83,450	\$87,435
10			\$82,332	\$86,294	\$90,285
11			\$85,179	\$89,167	\$93,126
12			\$88,476	\$92,464	\$96,473

The following include anniversary increments as described in Article 20:

Starting year 13 through year 19, anniversary increments of \$525 per year.

From year 20, the rate increases to \$600 per year.

13			\$89,001	\$92,989	\$96,998
14			\$89,526	\$93,514	\$97,523
15			\$90,051	\$94,039	\$98,048
16			\$90,576	\$94,564	\$98,573
17			\$91,101	\$95,089	\$99,098
18			\$91,626	\$95,614	\$99,623
19			\$92,151	\$96,139	\$100,148
20			\$92,751	\$96,739	\$100,748
21			\$93,351	\$97,339	\$101,348
22			\$93,951	\$97,939	\$101,948
23			\$94,551	\$98,539	\$102,548
24			\$95,151	\$99,139	\$103,148
25			\$95,751	\$99,739	\$103,748
26			\$96,351	\$100,339	\$104,348
27			\$96,951	\$100,939	\$104,948
28			\$97,551	\$101,539	\$105,548
29			\$98,151	\$102,139	\$106,148
30			\$98,751	\$102,739	\$106,748
31			\$99,351	\$103,339	\$107,348
32			\$99,951	\$103,939	\$107,948
33			\$100,551	\$104,539	\$108,548
34			\$101,151	\$105,139	\$109,148
35			\$101,751	\$105,739	\$109,748
36			\$102,351	\$106,339	\$110,348
37			\$102,951	\$106,939	\$110,948
38			\$103,551	\$107,539	\$111,548
39			\$104,151	\$108,139	\$112,148
40			\$104,751	\$108,739	\$112,748

Effective July 1, 2023 through July 1, 2024 under Benefits Article 20.23: The District contributes \$10,600 per year towards a Single Party Plan, \$16,450 towards the Two Party Plan and \$20,850 for the Family Plan.

Special Education Teachers in a Mild/Moderate assignment receive a \$5000 stipend.

Special Education Teachers in a Moderate/Severe assignment receive a \$10,000 stipend.

Article 20.15: Master's Stipend \$500 per year/Master's and Doctorate Stipend: \$1,000 per year

# Salary Schedule Psychologist 2023-24



Step	Column I BA	Column II BA + 15	Column III BA +30	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP	CL1	CL2	CL3	CL4	CL5
1	\$74,187	\$75,568	\$76,959	\$78,353	\$82,703
2	\$75,387	\$76,792	\$78,195	\$82,060	\$87,221
3	\$75,855	\$77,256	\$78,663	\$85,753	\$90,921
4	\$75,855	\$77,877	\$84,497	\$89,653	\$94,795
5	\$75,855	\$78,349	\$88,186	\$93,355	\$98,495
6	\$75,855	\$78,349	\$91,894	\$97,053	\$102,205
7	\$75,855	\$78,349	\$95,609	\$100,752	\$105,904
8			\$99,308	\$104,461	\$109,618
9			\$103,320	\$108,485	\$113,665
10			\$107,031	\$112,182	\$117,371
11			\$110,733	\$115,918	\$121,063
12			\$115,019	\$120,204	\$125,415

The following include anniversary increments as described in Article 20:

Starting year 13 through year 19, anniversary increments of \$525 per year.

From year 20, the rate increases to \$600 per year.

13			\$115,544	\$120,729	\$125,940
14			\$116,069	\$121,254	\$126,465
15			\$116,594	\$121,779	\$126,990
16			\$117,119	\$122,304	\$127,515
17			\$117,644	\$122,829	\$128,040
18			\$118,169	\$123,354	\$128,565
19			\$118,694	\$123,879	\$129,090
20			\$119,294	\$124,479	\$129,690
21			\$119,894	\$125,079	\$130,290
22			\$120,494	\$125,679	\$130,890
23			\$121,094	\$126,279	\$131,490
24			\$121,694	\$126,879	\$132,090
25			\$122,294	\$127,479	\$132,690
26			\$122,894	\$128,079	\$133,290
27			\$123,494	\$128,679	\$133,890
28			\$124,094	\$129,279	\$134,490
29			\$124,694	\$129,879	\$135,090
30			\$125,294	\$130,479	\$135,690
31			\$125,894	\$131,079	\$136,290
32			\$126,494	\$131,679	\$136,890
33			\$127,094	\$132,279	\$137,490
34			\$127,694	\$132,879	\$138,090
35			\$128,294	\$133,479	\$138,690
36			\$128,894	\$134,079	\$139,290
37			\$129,494	\$134,679	\$139,890
38			\$130,094	\$135,279	\$140,490
39			\$130,694	\$135,879	\$141,090
40			\$131,294	\$136,479	\$141,690

Effective July 1, 2023 through July 1, 2024 under Benefits Article 20.23: The District contributes \$10,600 per year towards a Single Party Plan, \$16,450 towards the Two Party Plan and \$20,850 for the Family Plan.

Article 20.15: Master's Stipend \$500 per year/Master's and Doctorate Stipend: \$1,000 per year

# Salary Schedule Counselor 2023-24



Step	Column I BA	Column II BA + 15	Column III BA +30	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP	CL1	CL2	CL3	CL4	CL5
1	\$68,481	\$69,755	\$71,041	\$72,326	\$76,342
2	\$69,587	\$70,884	\$72,180	\$75,745	\$80,509
3	\$70,021	\$71,312	\$72,613	\$79,158	\$83,928
4	\$70,021	\$71,887	\$77,996	\$82,755	\$87,502
5	\$70,021	\$72,322	\$81,403	\$86,174	\$90,917
6	\$70,021	\$72,322	\$84,825	\$89,588	\$94,342
7	\$70,021	\$72,322	\$88,252	\$92,999	\$97,756
8			\$91,670	\$96,426	\$101,188
9			\$95,373	\$100,140	\$104,921
10			\$98,797	\$103,551	\$108,341
11			\$102,215	\$107,000	\$111,751
12			\$106,170	\$110,958	\$115,767

The following include anniversary increments as described in Article 20:

Starting year 13 through year 19, anniversary increments of \$525 per year.

From year 20, the rate increases to \$600 per year.

13			\$106,695	\$111,483	\$116,292
14			\$107,220	\$112,008	\$116,817
15			\$107,745	\$112,533	\$117,342
16			\$108,270	\$113,058	\$117,867
17			\$108,795	\$113,583	\$118,392
18			\$109,320	\$114,108	\$118,917
19			\$109,845	\$114,633	\$119,442
20			\$110,445	\$115,233	\$120,042
21			\$111,045	\$115,833	\$120,642
22			\$111,645	\$116,433	\$121,242
23			\$112,245	\$117,033	\$121,842
24			\$112,845	\$117,633	\$122,442
25			\$113,445	\$118,233	\$123,042
26			\$114,045	\$118,833	\$123,642
27			\$114,645	\$119,433	\$124,242
28			\$115,245	\$120,033	\$124,842
29			\$115,845	\$120,633	\$125,442
30			\$116,445	\$121,233	\$126,042
31			\$117,045	\$121,833	\$126,642
32			\$117,645	\$122,433	\$127,242
33			\$118,245	\$123,033	\$127,842
34			\$118,845	\$123,633	\$128,442
35			\$119,445	\$124,233	\$129,042
36			\$120,045	\$124,833	\$129,642
37			\$120,645	\$125,433	\$130,242
38			\$121,245	\$126,033	\$130,842
39			\$121,845	\$126,633	\$131,442
40			\$122,445	\$127,233	\$132,042

Effective July 1, 2023 through July 1, 2024 under Benefits Article 20.23: The District contributes \$10,600 per year towards a Single Party Plan, \$16,450 towards the Two Party Plan and \$20,850 for the Family Plan.

Article 20.15: Master's Stipend \$500 per year/Master's and Doctorate Stipend: \$1,000 per year



# Salary Schedule Speech Language Pathologist

## 2023-24



Step	Column I BA	Column II BA + 15	Column III BA +30	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP	CL1	CL2	CL3	CL4	CL5
1	\$65,057	\$66,267	\$67,487	\$68,710	\$72,524
2	\$66,108	\$67,340	\$68,571	\$71,960	\$76,485
3	\$66,518	\$67,747	\$68,981	\$75,199	\$79,730
4	\$66,518	\$68,293	\$74,097	\$78,619	\$83,129
5	\$66,518	\$68,705	\$77,332	\$81,865	\$86,373
6	\$66,518	\$68,705	\$80,584	\$85,108	\$89,627
7	\$66,518	\$68,705	\$83,842	\$88,352	\$92,869
8			\$87,085	\$91,604	\$96,127
9			\$90,603	\$95,133	\$99,676
10			\$93,859	\$98,375	\$102,925
11			\$97,104	\$101,651	\$106,164
12			\$100,862	\$105,409	\$109,980

The following include anniversary increments as described in Article 20:

Starting year 13 through year 19, anniversary increments of \$525 per year.

From year 20, the rate increases to \$600 per year.

13			\$101,387	\$105,934	\$110,505
14			\$101,912	\$106,459	\$111,030
15			\$102,437	\$106,984	\$111,555
16			\$102,962	\$107,509	\$112,080
17			\$103,487	\$108,034	\$112,605
18			\$104,012	\$108,559	\$113,130
19			\$104,537	\$109,084	\$113,655
20			\$105,137	\$109,684	\$114,255
21			\$105,737	\$110,284	\$114,855
22			\$106,337	\$110,884	\$115,455
23			\$106,937	\$111,484	\$116,055
24			\$107,537	\$112,084	\$116,655
25			\$108,137	\$112,684	\$117,255
26			\$108,737	\$113,284	\$117,855
27			\$109,337	\$113,884	\$118,455
28			\$109,937	\$114,484	\$119,055
29			\$110,537	\$115,084	\$119,655
30			\$111,137	\$115,684	\$120,255
31			\$111,737	\$116,284	\$120,855
32			\$112,337	\$116,884	\$121,455
33			\$112,937	\$117,484	\$122,055
34			\$113,537	\$118,084	\$122,655
35			\$114,137	\$118,684	\$123,255
36			\$114,737	\$119,284	\$123,855
37			\$115,337	\$119,884	\$124,455
38			\$115,937	\$120,484	\$125,055
39			\$116,537	\$121,084	\$125,655
40			\$117,137	\$121,684	\$126,255

Effective July 1, 2023 through July 1, 2024 under Benefits Article 20.23: The District contributes \$10,600 per year towards a Single Party Plan, \$16,450 towards the Two Party Plan and \$20,850 for the Family Plan.

Article 20.15: Master's Stipend \$500 per year/Master's and Doctorate Stipend: \$1,000 per year

## Human Resources Department

### Pleasant Valley Education Association and Pleasant Valley School District Joint Proposal Article 7: Duty/Hours/Calendar

#### Memorandum of Understanding between the Pleasant Valley School District And Pleasant Valley Education Association

For the 2023-24 and the 2024-25 school years, on a non-precedent-setting trial basis, and only pertaining to the Professional Activities (7.6).

6th- 8th grade unit members will have two (2) minimum days in the Fall for parent/teacher conferences. Due to the coordination needed between multiple teachers, one staff meeting will be designated for scheduling parent conferences at the middle school per parent conference cycle.

Teachers should consider the following criteria when determining which students require a parent conference:


- The student's grade is a D- or F;
- The student's progress as assessed by the teacher in addition to the District and Site Assessment data indicates the student is performing below grade level;
- The student is identified as having behavioral, social, or emotional needs that aren't being currently addressed through site level documented supports.

At the request of the parent, a conference may be held via email, virtual meeting, or telephone conversation.

For all conferences, once parent conferences are completed, unit members shall remain on duty for planning and collaboration unless specified differently above.

This MOU will expire on June 30, 2025.

  
\_\_\_\_\_  
Katie Burchell                      Date  
Director, Certificated Human Resources

  
\_\_\_\_\_  
Scott Wright                      5-2-23  
PVEA, President                      Date

  
\_\_\_\_\_  
Chris Johnston                      5/1/23  
Assistant Superintendent, Business Services                      Date

  
\_\_\_\_\_  
Thad Robbins                      4/27/23  
PVEA, Negotiations                      Date



Memorandum of Understanding between the  
Pleasant Valley School District  
And  
Pleasant Valley Education Association  
Regarding Article 20: Salaries and Benefits Settlements for  
Fiscal Year 2022-23

The Pleasant Valley School District ("District") and Pleasant Valley Education Association ("PVEA") enter into this Memorandum of Understanding (MOU) and mutually agree as follows:

The Unaudited Actuals financial report is the final internal accounting report each fiscal year. This report is submitted to the County Office of Education ("COE") for review and is subsequently subject to audit by independent auditors. If the auditors find errors or misstatements, this is presented in the auditor's report.

PVSD mid-year financial reports indicate that the cost of the 8% on-schedule, 3% off-schedule, plus benefits contribution increase will result in salaries and benefits costs that exceed available revenues for the 2022-23 fiscal year. This will require the District to spend financial reserves in order to meet this commitment.

The parties acknowledge that unforeseen circumstances can result in unexpected excess funds or unexpected increased costs. In order to provide assurance of the District's commitment to providing employees fair compensation with available funds the parties agree that at the end of the 2022-23 fiscal year all unanticipated surplus funds in the unrestricted general funds shall be paid to District employees, pursuant to the following terms:

- Upon completion of the 2022-23 Unaudited Actuals, PVEA and PVSD representatives shall meet and review the report.
- Unanticipated unrestricted general fund surplus funds for the 2022-23 fiscal year shall be defined as the combination of the following:





## Business Services

- In the Unaudited Actuals report, General Fund section, Line E, Column A (typically found on page 2) the "Net increase (Decrease) in Fund Balance"
- Any non-statutorily driven, discretionary increase to restricted funds balances compared to the prior fiscal year, as reported on the report page titled "Unaudited Actuals General Fund Exhibit: Restricted Balance Details"
- The unanticipated unrestricted general fund surplus shall be paid to District employees as an off-schedule bonus, as converted to a percentage of base salary.
- If the parties find that funds available amount to a value so small that the cost of issuing payment exceeds the value of the payment, the parties may agree to defer payment and add those funds to a future off-schedule payment.
- If, subsequent to the meeting between PVEA and PVSD representatives, the auditors find an error or misstatement in the Unaudited Actuals report that impacts the items above, the District shall immediately notify PVEA.

Kaburchell 5/1/23  
Katie Burchell Date  
Director, Certificated Human Resources

Wright 5-2-23  
Scott Wright Date  
PVEA, President

Johnston 5/1/23  
Chris Johnston Date  
Assistant Superintendent, Business Services

Robbins 4/27/23  
Thad Robbins Date  
PVEA, Negotiations



MEMORANDUM OF UNDERSTANDING BETWEEN  
PLEASANT VALLEY SCHOOL DISTRICT (PVSD) AND  
THE PLEASANT VALLEY EDUCATORS' ASSOCIATION (PVEA)

**2022-2023 SUMMER SCHOOL/EXTENDED SCHOOL YEAR**

The Pleasant Valley School District ("District") and Pleasant Valley Educators' Association ("Association") enter this Memorandum of Understanding ("MOU") for Summer School and Extended School Year for the 2022-2023 school year. This MOU is dated **March 23, 2023**, for reference purposes.

The purpose of this MOU is to formalize the negotiations obligations between the District and Association regarding Summer School and Extended School Year for the 2022-2023 school year.

This agreement shall expire **August 30, 2023**.

1. The District shall make summer school assignments as follows:
  - a. Unit members from PVSD shall be given first priority in filling classroom teaching assignments.
  - b. Unit members applying for Extended School Year with appropriate Special Education Credentials will have priority.
  - c. Positions will be filled through the application and interview process. The district may use discretion in placing unit members in summer school positions which require specialized instructional skills.
  - d. Teachers may apply for Summer School or Extended School Year.
  - e. Should there be any vacancies not filled by District unit members, employment shall be opened to teachers from outside the district.

2. Summer School and Special Education Extended School Year (ESY) pay shall be as follows per day:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
\$205.00	\$216.00	\$227.00	\$238.00	\$248.00

The above compensation will be paid to unit members when hired for summer school and special education extended school year on a daily basis. The total workday for summer school is 4.5 hours per day with the 30 minutes of duty.

3. Summer programs will be held in person.
4. The summer school program will follow the most current Ventura County Public Health COVID 19 protocols.
5. Summer School and Extended School Year (ESY) will be a four-week session.
  - a. June 22, 2023 through July 20, 2023 (prep day June 21, 2023)

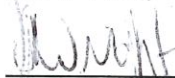
6. Extended School Year: PEEP
  - a. PEEP: Workdays Mondays-Thursdays
  - b. Four-hour workday (8:00-12:30 and PEEP teachers will stay to assist in ESY classrooms)
7. Summer programs will not be in session on July 3, 2023 and July 4, 2023, in observance of the Fourth of July holiday.
8. Teachers will receive one paid day for preparation per session at the same hours as the program(s).
9. Summer School Transfers: Once a unit member agrees to serve in a particular summer school assignment, the District shall make every attempt not to change such assignment without the member's approval.
10. Sick days, jury duty, PN and Bereavement will be unpaid leave for summer school/extended school year unit members.
11. All staff will be on duty a total of thirty minutes longer than the time prescribed for their students. The thirty minutes may be divided between recess/nutrition supervision and time before and after school. The student day is four hours and the teacher day is four and a half hours.

**Agreement to Meet and Negotiate**

The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

This agreement is subject to ratification by the PVSD Board of Education.

For PVEA:

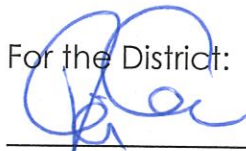


Mr. Wright  
President, PVEA

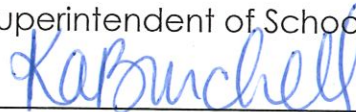


Mr. Robbins  
Certificated Bargaining Chair, PVEA

For the District:



Dr. Cortes  
Superintendent of Schools



Mrs. Burchell  
Director of Certificated Human  
Resources



# Human Resources Department

---

## MEMORANDUM OF UNDERSTANDING BETWEEN PLEASANT VALLEY SCHOOL DISTRICT (PVSD) AND THE PLEASANT VALLEY EDUCATION ASSOCIATION (PVEA)

The Pleasant Valley School District ("District") and Pleasant Valley Education Association ("Association") enter this Memorandum of Understanding ("MOU"). This MOU is dated April 27, 2023, for reference purposes. The MOU will be in effect from May 1, 2023, through December 1, 2023.

By this MOU, the District and the Association agree that:

### 25.4 Involuntary Transfers

Involuntary Transfers shall not be punitive or disciplinary in nature and shall be based on the needs of the District.

- a. When a unit member is involuntarily transferred because of staff reduction, it shall be done on the following basis:

Middle School:

The unit member with the least district-wide seniority shall be the first person to receive an involuntary transfer provided he/she has the necessary credentials to fill another District vacancy, however, the unit member with the least district-wide seniority may or may not receive an involuntary transfer based on the following considerations:

- If the least senior unit member's involuntary transfer would result in an open position within a department that cannot be filled with current staff at the school from which they are being involuntarily transferred.
- If the least senior unit member has recent and relevant experience in a department. A more senior teacher without recent experience in the subject area shall not displace a less senior teacher with recent experience. Recent experience is within the past 5 years.
- The least senior unit member has a Single Subject and/or supplemental credential, which holds more priority than a Board Authorization.
- The more senior unit member holds only a Board Authorization.

IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. Starting on May 1, 2023, this MOU shall apply and replace Article 25.4 language for Middle school in the current collective bargaining agreement.
2. The provisions of this MOU shall not be modified and/or changed unless both parties mutually agree.
3. This MOU shall not be precedent setting and shall not form any basis for past practice.



## Human Resources Department

---

The undersigned affirm that each party representative is authorized to enter into this MOU, and it is effective upon full execution below.

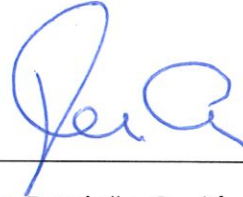
This agreement is subject to the ratification of the Pleasant Valley School District Board of Education.

For PVEA:

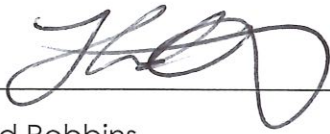


Scott Wright  
President: Pleasant Valley Educators Assoc.

For the District:



Dr. Danielle Cortés  
Superintendent of Schools



Thad Robbins  
Certificated Bargaining Chair, PVEA



Katie Burchell  
Director of Certificated HR



---

Pleasant Valley School District

600 Temple Avenue • Camarillo, CA 93010 • (805) 389-2100 (Office) • [www.pleasantvalleysd.org](http://www.pleasantvalleysd.org)  
PVSD prepares 21st century learners who are responsible members of our global society.