CERTIFICATED

EMPLOYMENT CONTRACT

2024-2027

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT

Panama-Buena Vista Union Teachers Association/CTA/NEA

(Revised April 16, 2026)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT

AND THE

PANAMA-BUENA VISTA TEACHERS ASSOCIATION/CTA/NEA

JULY 1, 2024 THROUGH JUNE 30, 2027

(Revised April 16, 2026)

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ARTICLE 1
AGREEMENT

A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the PANAMA-BUENA VISTA UNION SCHOOL DISTRICT ("District") and the PANAMA-BUENA VISTA TEACHERS ASSOCIATION/CTA/NEA ("Association" or "Exclusive Representative"), an employee organization.

B. This Agreement is entered into pursuant to Government Code §§3540 through 3549 (“Act”).

C. This Agreement shall remain in full force and effect from July 1, 2024, through June 30, 2027. For the 2025-2026 and 2026-2027 school years, the parties agree to reopen Article 11, HEALTH AND WELFARE BENEFITS and Article 12, COMPENSATION, plus up to two (2) other articles designated by either party. For the 2025-2026 school year, either party may demand to bargain Article 10, CLASS SIZE and it would not count against either party’s discretionary reopeners.

D. The District and Association agree that no bargaining unit employee shall be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, transgender status, veteran or military status, or any other class protected under California or federal law, membership (or non-membership) in an employee organization, or participation (or non-participation) in the activities of an employee organization. Implementation of the terms of this Agreement shall not be done in an arbitrary, capricious, or discriminatory manner.

ARTICLE 2
RECOGNITION

A. The District recognizes the Association as the Exclusive Representative of all certificated employees of the District in the bargaining unit as set forth below:

1. The bargaining unit shall include all permanent, probationary, and temporary employees in the following designated positions:

Academic Coach
General Education Teacher
Intervention Counselor
School Nurse
Special Education Teacher
School Psychologist
Speech Pathologist
Speech Specialist
Teacher on Special Assignment (TOSA)
Teacher: Waiver, Intern, PIP, STSP, Emergency CLAD/BCLAD/GELAP/SELAP

2. The bargaining unit shall not include certificated management, supervisory and confidential employees as defined by the Act, substitute, or classified employees.

ARTICLE 3
RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. Membership Dues Deduction.

1. Any bargaining unit employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Exclusive Representative an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Exclusive Representative. Pursuant to such authorization and as confirmed in a written notification from the Exclusive Representative, the District shall deduct one-tenth of such dues from the regular salary warrant of the bargaining unit employee each month for ten months. Deductions for bargaining unit employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

2. Withdrawal from the Exclusive Representative will be in accordance with the Exclusive Representative's bylaws and requirements. A bargaining unit employee shall direct any inquiries regarding withdrawal from membership to the Exclusive Representative. The Exclusive Representative is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

3. Exclusive Representative agrees to furnish any information needed by the District to fulfill its contractual obligations under the provisions of this Article.

B. Hold Harmless and Indemnification. The Association shall indemnify and hold harmless and shall defend the District, its officers, agents, employees, representatives and members of its governing board, from and against claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them arising out of any legal challenge, court action, and/or action before the Public Employment Relations Board (PERB) or other administrative agency challenging the legality, implementation, or constitutionality of the Association dues provisions of this Article or the underlying statutes.

1. The District shall notify the Association in a timely manner of any court, PERB, or other administrative action or proceeding that is filed against the District arising out of this Article.

2. The Association shall have the sole right to decide and determine whether any action or proceeding covered by the terms of paragraph B shall be compromised, resisted, defended, tried, or appealed.

3. The Association agrees to pay to the District all reasonable legal and/or representation fees and costs incurred by the District, its officers, agents, employees, representatives, and members of its Governing Board, in defending against any court action or action before PERB or other administrative agency challenging the implementation, legality, or constitutionality of the Association dues or agency fee provisions of this Article, or the underlying statutes.

C. The District will provide required AB 119 (Government Code §3558) information in its possession to the Exclusive Representative. The information will be provided for new hires within 30 days of employment. In addition, the District will provide AB 119 information monthly for all bargaining unit employees.

D. The Exclusive Representative will be provided an opportunity to meet with bargaining unit employees for at least 60 minutes at the new hire orientation at the beginning of the school year. The District will determine the time for the Exclusive Representative's presentation. The District will not be present during the Exclusive Representative's presentation.

Monthly P-BVUSD - P-BVTA Consultations

E. The Association President and/or Association designees shall meet monthly during the school year (August – May at a mutually agreed day and time) with the Superintendent in order to consult in developing, reviewing, and supporting implementation of the LCAP as provided in the LCAP Template, and to provide on-going consultation for items set forth in Government Code §3543.2(a) or any other items of mutual interest. Consultation does not include the negotiation of a change, modification, deletion, or addition to the current collective bargaining agreement.

Personnel Policy Changes

F. With respect to personnel policies of the District directly related to bargaining unit employees covered by this Agreement, the District agrees that any changes, modifications, deletions, or additions shall not be effected without first notifying and allowing the Association to request that such matters be reviewed on a "meet-and-confer" basis.

1. Matters of personnel policy changes, modifications, deletions, or additions shall be reflected on the Board of Trustees' meeting agenda, and a copy of such agenda will be provided to the Association by District email at least 72 hours prior to a regular Board of Trustees meeting. The emailing of such agendas shall be notice of any proposed personnel policy action by the District. Personnel policy changes shall not conflict with the existing language of the collective bargaining agreement unless mandated by new law or regulation.

2. Within five (5) days of mailing, the Association may, at its option, request in writing that the proposed actions be reviewed in a "meet-and-confer" session. For purposes of this paragraph, "meet and confer" is defined as a meeting between a representative or representatives of the District and a representative or representatives of the Association. The proposal shall be explained by the District and the Association shall be afforded a reasonable opportunity to express the views of the Association related to such proposal. Any written statement which the Association may submit to the District reflecting the position of the Association regarding the policy proposal shall be transmitted by the Superintendent to each member of the Board of Trustees. The "meet-and-confer" process shall include only the procedures in this subparagraph.

Collective Bargaining Agreement

G. After the execution of this Agreement, the District shall post a finalized copy of the Agreement on its website within sixty (60) days. The District will provide a printed copy of the Agreement to any requesting bargaining unit employee. Bargaining unit employees may request a printed copy of the Agreement by emailing Human Resources. A link to the agreement will also be distributed to all bargaining unit employees via District email.

ARTICLE 4
HOURS OF EMPLOYMENT

Work Year

A. The regular work year for bargaining unit members, is as follows:

1. The work year for General Education Teachers, as defined in Appendix C, is 183 days. General Education Teachers in their first year of service to the District (new hire) will work an additional three (3) days, compensated at their daily rate, for training, orientation and/or professional development purposes prior to the start of their contract year.

2. To allow for annual Special Services Division meetings (which may include professional development), individual caseload preparation, and school site team meetings, the work year for Special Education Teachers, as defined in Appendix C, Speech Pathologists and Speech Specialists is 184 days. Special Education Teachers, Speech Pathologists, and Speech Specialists in their first year of service to the District (new hire) will work an additional three (3) days, compensated at their daily rate, for training, orientation and/or professional development purposes prior to the start of their contract year.

3. The work year for School Nurses is 194 days.

4. The work year for Intervention Counselors is 196 days.

5. The work year for Academic Coaches is 186 days. With the exception of induction, the extra three (3) contracted days will be used for site-based training and/or site specific responsibilities at the discretion of the site-administrator.

6. The work year for School Psychologists is 204 days.

7. Bargaining unit employees shall be provided a work calendar for the school year following the District's adoption of the Master Calendar. Unless modified by the State, the Master Calendar shall be based on 180 days of instruction.

8. The first contracted day for general education classroom teachers and the second contracted day for special education teachers shall only be used as a preparation day for bargaining unit employees, except when necessary to prepare for students' individualized needs. No professional learning, site activities, or meetings will be permitted on this day.

9. The District and Association shall consult on the school calendar prior to

November 1 of the preceding school year.

10. The last contracted day of the school year shall be a full workday, and will prioritize closing out the bargaining unit employees' responsibilities.

Work Days

B. Bargaining unit employees shall be on duty on regular work days as follows:

1. Unless otherwise provided for below, the workday for bargaining unit employees will be seven (7) hours and 30 minutes.

a. Bargaining unit employees' duties are as assigned by the respective site or department administrator.

b. The District shall assign site placements and work schedules for Music Teachers on an annual basis. Adequate travel time shall be provided within the work schedules. Beginning June 1, 2026, Music Teachers shall not be assigned to more than 3 sites.

2. The length of the full-time workday for Intervention Counselors, School Nurses, Speech Pathologists, and Speech Specialists shall be eight (8) hours. The length of the full-time workday for School Psychologists shall be eight and one-half (8.5) hours, including a one-half (1/2) hour duty free lunch.

3. All bargaining unit employees shall be provided with a duty-free, uninterrupted lunch period of at least 30 minutes.

C. Absent unusual circumstances at the discretion of the site principal, no more than an average of two (2) mandated staff meetings will be required by the site principal during a school month. Bargaining unit employees may be required to remain an additional 30 minutes beyond the normal work day for the purpose of attending a regularly scheduled monthly staff meeting.

1. The site administrator shall provide the bargaining unit employees with one (1) week prior notice whenever this additional time requirement is implemented.

2. Bargaining unit employees will be paid the extra duty hourly rate for time spent attending a regularly scheduled monthly staff meeting that extends beyond the required 30 minutes.

3. There shall not be more than one (1) staff meeting held on a PLC Wednesday per month.

4. School Psychologists will be required to attend monthly mandatory School Psychologists meetings. These meetings will occur during the duty day. At the site administrator's discretion, with one week notice, School Psychologists will attend mandatory staff meetings.

D. A bargaining unit employee may leave the school site at the discretion of the administrator or designee to attend to matters of personal necessity or personal emergency under one of the following conditions:

1. Upon the final dismissal of the bargaining unit employee's students at the end of the instructional day; or,

2. Another Teacher volunteers to assume the responsibility for the bargaining unit employee's class during the instructional day for a specified period of time. The bargaining unit employee must notify the administrator prior to the use of this provision. A request shall not be denied arbitrarily or capriciously.

E. Attendance may be required at not more than three (3) evening meetings and/or activities, such as Back-to-School Night, Open House/Family-Community Engagement Activity, school carnivals, concerts, etc. The site administrator shall provide at least forty-five (45) days' notice to bargaining unit members regarding evening meetings and/or activities which require attendance at their particular school. Music teachers may be required to attend more than three (3) District-approved events outside the contractual day and will be compensated at their individual hourly rate of pay for these events.

1. If a bargaining unit employee is asked by the administrator and agrees to attend more than the required evening meetings and/or activities, the District will compensate the bargaining unit employee at the extra duty hourly rate.

2. In any school year during which bargaining unit employees are subject to furloughs, attendance will be required for not more than two (2) evening meetings and/or activities.

F. Yard duty aides in lieu of Teachers will be assigned to supervise all recess yard duties which occur during the instructional day for Transitional Kindergarten through 6th Grade at each elementary site. Duties which occur before or after the instructional day will be assigned to Teachers on an equitable and rotating basis. Teachers will be compensated at the extra-duty rate for supervision duties extending beyond their contractual day.

G. The regular workday schedule shall be modified or reduced as follows:

1. Bargaining unit employees will be released one (1) hour early from the regular workday to accommodate for up to three (3) required evening events where students are dismissed early and bargaining unit employees are required to work later for such activities. This time will be considered part of the bargaining unit employees' regular workday. Except for Back-to-School Night, if the bargaining unit employee is required to work for more than one (1) hour, they will be compensated at the extra duty hourly rate beyond one (1) hour. Except for music related events, attendance by a bargaining unit employee cannot be mandatory if students are not released early.

2. The workday shall be reduced two (2) hours on the days prior to Autumn, Winter, and Spring recesses.

3. Sufficient instructional time shall be banked during each school day to allow for one 90-minute block of time per week (currently on Wednesdays) at each school site, intended primarily for collaboration time (PLC). The 90-minute block will be utilized as follows:

- In any given month, only one (1) 90-minute block may be utilized for a staff meeting;
- Up to five (5) 90-minute blocks may be used for administrative led professional learning (professional development) during the school year, with no more than one (1) such block utilized in a given month;
- Beginning June 1, 2026, absent unusual circumstances, the 90-minute block on the Wednesday of the week report cards are due, will be protected time for teachers to individually complete report card data, develop feedback and comments for their report cards, or prepare for parent-teacher conference week, including preparation of At-Risk Action Plans, as needed; and
- The remaining 90-minute blocks will be used for collaboration time (PLC).

H. In grades TK-6th General Education and Special Day Class teachers shall have an individual daily period of planning and preparation time of no less than 20 consecutive minutes, except in unusual circumstances including up to the first thirteen (13) instructional days, if necessary. This paragraph shall be implemented at the beginning of the 2024-2025 academic year. Teachers in 7th and 8th grades will have the equivalent of one (1) preparation period per day.

I. All General Education and Special Day Class Teachers in 4th, 5th, and 6th grades will be provided a 40-minute planning and preparation period once per week beginning the first full instructional week of the year based on assignment of a Music Teacher to be in charge of the General Education and Special Day Class Teacher's entire class. If the General Education or Special Day Class Teacher loses their planning and preparation time for any reason other than the General Education or Special Day Class Teacher's absence, the Music Teacher will attempt to make up for the missed class during the same week. If the class cannot be made-up in the same week, the General Education or Special Day Class Teacher will be compensated at the extra duty hourly rate of pay for the missed planning and preparation time.

J. If the District's efforts to obtain a substitute for Special Education Pre-K, Transitional Kindergarten through 6th Grade General Education and Special Day Class Teachers are unsuccessful, students will be distributed to the remaining Teachers. The affected Teachers will be compensated at a per diem rate based on Column 6, Step 10 of the applicable Certificated Teacher Annual Salary Schedule according to the percentage of students received.

K. <u>Compensation for Teaching in Lieu of a Preparation Period.</u> A Junior High Teacher who voluntarily agrees to teach one (1) additional class period, in lieu of their single contractual preparation period shall receive additional compensation equal to one-seventh (1/7) of their annual salary. This compensation applies only to teaching in place of one (1) preparation period; it does not apply to circumstances involving multiple preparation periods.

L. Compensation for Substituting During a Preparation Period. A Junior High Teacher who substitutes for another teacher during a preparation period shall receive one-seventh (1/7) of their daily rate of pay for each period substituted.

M. Extended Absences Coverage. When a School Psychologist, School Nurse, Speech-Language Pathologist, or Speech Specialist is absent for an extended period, the District will first attempt to assign a qualified substitute. If none are available, other bargaining unit members in these roles may be assigned to provide coverage, including IEP services and assessments.

Bargaining unit employees may agree to cover caseloads outside their own. If no bargaining unit employees are available, the site administrator or designee will assign coverage, rotating assignments among eligible employees as practicable. The District reserves the right to assign coverage to ensure compliance with IEP requirements, assessments, and student safety when no other options exist. It is not the bargaining unit employee's responsibility to find coverage for their duties while on leave.

Employees covering absences outside regular work hours will be compensated at their hourly rate via timecard. Additionally, with supervisor approval, they may be compensated at their hourly rate for missed duties performed outside the contract day while covering for an absent colleague.

If coverage is not secured during a bargaining unit employee's leave, the District will work with the employee upon return to find the appropriate supports to allow for completion of their duties. A meeting with be held within two weeks following the bargaining unit employee's return to work.

N. When no other classroom coverage options are available, an Academic Coach may be temporarily assigned to assist with the coverage of classrooms. The affected Academic Coach will be compensated at the extra duty hourly rate for hours worked outside of the contract day, as approved by the site administrator, for Academic Coach duties missed while providing coverage. The site administration and the affected Academic Coach will schedule the approved make up hours.

O. Participation on committees to consult on curriculum, book selection, etc. shall be on a voluntary basis.

P. Bargaining unit employees agreeing to pilot new curriculum will be provided with either release time or compensation at the extra duty hourly rate for extra hours worked outside of the contract day in collaboration with site and District administration. Bargaining unit employees will be presented with a pilot proposal which will include required training, planning, and implementation requirements at least 30 days in advance of the proposed pilot.

Overnight Environmental Camp

Q. Sixth Grade Teachers are expected to attend Camp KEEP or other environmental camps with their students, if at all possible, and to participate in the activities provided for the students. In the event that the regular 6th Grade Teacher is unable to attend, assignments for the duration of the camp may be swapped with another Teacher at the school site with the approval of the administration.

Job-Sharing Program

R. Job-Sharing is a plan whereby two (2) permanent bargaining unit employees share the duties and responsibilities for one (1) full-time teaching position. Salary compensation and health benefits contribution for each participant will be based on 50% of a full-time equivalent position ("FTE").

1. Both participants in a Job-Sharing plan shall attend the following District functions, with or without compensation regardless of what format is used in splitting up the yearly schedule:

- Orientation meetings held prior the start of student instruction
- First day of instruction
- Back-to-School Night
- District Wide staff professional learning days (job-sharing teacher who is not scheduled to work during professional learning will be paid at the extra-duty rate)
- Open House/Family-Community Engagement Activity
- Last day of instruction
- Check-out day

2. Participants in the Job Sharing program shall be covered by, and subject to, all provisions of this Agreement, with the following exceptions and conditions:

a. Two (2) Job-Sharing teams shall be the maximum allowed at any school site during a given year unless the administrator agrees to additional teams.

b. Job-Sharing participants shall be reemployed as part-time unit members at 50% of a full-time equivalent position. This action shall not constitute a break in service. Their permanent status shall be based upon the hours of the part-time positions.

c. The program shall be of one (1) year duration. There shall be an annual review and evaluation. The program will continue only by mutual agreement of all the parties. If a Job-Sharing assignment is disbanding, the teachers participating in the Job-Sharing Program must notify the District in writing by March 1 of the current school year indicating their intent to disband the Job-Sharing team for the following year. Upon termination of the Job-Sharing assignment by the District, the District will notify the Job-Sharing teams of the dissolution before February 1. Participants shall be offered full-time employment based upon the needs of the District, level of seniority and vacancy availability.

d. Teachers new to the Job-Sharing program must make a proposal, to be submitted by March 1, subject to approval of the site administrator and District. Applications are subject to final approval of the Board of Trustees. If a Job-Sharing request is denied, the Teacher may request to have in writing the specific reasons for the denial within 10 days of the denial. The Teacher must make a written request within five (5) days of the denial.

e. For the purposes of Job-Sharing, a full-time teaching position must be evenly split either by dividing the number of work days each week or alternating full work weeks. If a Job-Sharing request is approved, the participants must submit a District form calendar approved by the site administrator to Human Resources providing the days to be worked by each Job-Sharing participant for the following academic year.

f. Participants may be required by the District to substitute for each other, not to exceed 20 days, at the regular rate of substitute pay.

g. If one (1) of the participants in the Job-Sharing program resigns, goes on leave of absence, or returns to full-time employment, the position being shared shall be filled by the remaining participant if a suitable Job-Sharing partner, mutually agreeable to the District and the remaining participant, is unavailable.

h. Participants may apply for full-time employment on a vacancy available basis during the annual District position posting process. In considering such applications and before granting full-time employment to Job-Sharing participants, the District will fill the vacancies with priority given to the following:

(1) Transfer requests of current full-time employees.

(2) Employees returning from leaves of absence.

i. One (1) year in the program shall qualify for one (1) step advancement on the salary schedule. Upon returning to full-time employment, placement on the salary schedule will be adjusted by the following method: Two (2) years of Job-Sharing equals one (1) year of step credit. One (1) year of job-sharing is equal to one-half (.5) years of District seniority.

j. Participants shall be entitled to a pro rata amount of leave benefits.

k. Transfer or reassignment of participants shall be prescribed by Article 9 with the following exception:

(1) When an involuntary transfer or reassignment is deemed necessary, the District seniority of the Job-Sharing position will be based on the average of the combined District seniority of both participants.

(2) In those instances where District seniority is the same for a full-time Teacher and the averaged seniority of the affected Job-Sharing team, preference shall be given to the full-time Teacher.

l. Job-Sharing teams may use the same seniority standards described in paragraph P.2.k. above, when applying for vacancies or reassignments during the vacancy/reassignment posting period.

ARTICLE 5
CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

General Provisions

A. These provisions constitute the procedures to be utilized for the evaluation and assessment of certificated bargaining unit employees as set forth in California Education Code §44660, et seq.

1. The established standards of expected student achievement adopted by the Board at each grade level in each area of study shall be utilized in the Teacher evaluation procedure.

2. The evaluation of General Education Teachers and Special Education Teachers shall relate to the requirements of Education Code §44662(b) and the California Standards for the Teaching Profession. Evaluations of Academic Coaches, Intervention Counselors, School Nurses, Speech Pathologists, Speech Specialists, and School Psychologists are based upon Education Code §44662(c) and relate to the fulfillment of the responsibilities of the position.

3. A formal written evaluation in accordance with this Article shall be made for probationary bargaining unit employees at least once each school year.

4. A formal written evaluation in accordance with this Article shall be made for permanent bargaining unit employees at least once every other school year. As authorized by Education Code §44664(a)(3), a permanent certificated bargaining unit member may be evaluated at least every five (5) years if all of the following criteria apply:

- Employed by the District for 10 years;
- Previous evaluation rated the bargaining unit employee as meeting standards; and,
- The evaluator and bargaining unit employee agree to the five (5) year cycle.

The bargaining unit employee or the evaluator may withdraw consent at any time. Notification of withdrawal shall be made in writing at least one (1) week prior to the first observation.

5. It is the responsibility of the administrator or the immediate supervisor to evaluate each bargaining unit employee in the school and to provide direction and guidance in addressing and remediating performance difficulties. Permanent bargaining unit employees who are to be evaluated on their regular evaluation cycle (two (2) year or five (5) year) shall be notified in the first month of the school year. A permanent bargaining unit employee who is to be evaluated off-cycle shall be given advance written notification at least one (1) week prior to the first observation.

a. The formal written evaluation shall be provided to the bargaining unit employee not less than 30 days before the last school day scheduled on the school calendar.

b. The formal written evaluation of an Intervention Counselor, School Nurse, Speech Pathologist, Speech Specialist, or School Psychologist who is

employed on a 12 month basis shall be provided to the bargaining unit employee no later than June 30 of the school year.

6. While a grievance may be filed alleging a violation of procedural steps of this Article, no grievance may be filed regarding the contents of a written evaluation.

Formal Observations of Teachers, Speech Pathologists, Speech Specialists, School Nurses, and School Psychologists

B. Prior to the initial written evaluation for the school year, there shall be at least two (2) formal prescheduled observations for probationary Teachers, Speech Pathologists, Speech Specialists, School Nurses, and School Psychologists; and at least one (1) formal pre-scheduled observation for permanent Teachers, Speech Pathologists, Speech Specialists, School Nurses, and School Psychologists.

1. The observation(s) will preferably cover the major portion of the class period or accumulated time equal to at least one (1) hour for non-classroom-based Teachers, Speech Pathologists, Speech Specialists, School Nurses, and School Psychologists.

2. The evaluator shall inform/communicate to all Teachers, Speech Pathologists, Speech Specialists, School Nurses, and School Psychologists who are scheduled for evaluation during the current school year of the procedures and forms to be used for evaluation. Evaluators will schedule a one-on-one pre-observation conference with each Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist.

3. The evaluator will assign the academic area or service responsibility to be observed for each Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist at least five (5) days in advance of the observation.

a. The observation(s) for School Psychologists could include observation of an IEP/504 team meeting, case staffing or case review, and/or review of assessment report(s) with the School Psychologist.

4. A conference shall be held as soon as practicable following each formal observation which shall normally be within five (5) work days.

5. If the observation indicates that the Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist is meeting the standards in all areas related to instruction, teaching methods, or service responsibility, the observation form will be marked as such. A copy will be given to the Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist and a copy will be filed in the District personnel file.

6. If an observation indicates that a Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist is not meeting the standards, the following procedures shall be implemented:

a. The formal observation form will not be completed. Instead, the evaluator shall document in a written narrative the specific area or areas where standards are not being met on the Performance Notification Form, Part I: Written Improvement Plan, which is attached to this Agreement as Appendix F.

b. The Written Improvement Plan, specifically addressing the identified area or areas will be developed and implemented by the Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist and the evaluator followed by a four (4) week period of assistance for the Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist. Outside assistance will be provided when appropriate.

c. After the four (4) week period of assistance, the evaluator will meet with the Teacher, Speech Pathologist, Speech Specialist, School Nurse, and School Psychologist to discuss the results, which will be set forth in Part 2: Results of Written Improvement Plan.

d. Following the four (4) week improvement plan, a second formal observation shall take place.

e. If satisfactory improvement has been made at the end of the four (4) week improvement plan as evidenced by the second formal observation, the evaluator will mark the area or areas as meets standards on the observation form. If improvement has not been made at the end of the four (4) week improvement plan as evidenced by the second formal observation, the evaluator may indicate the lack of improvement by marking "does not meet standards" in the affected areas on the observation form. In either case, this will become the official observation completed by the evaluator and will be documented on the Performance Notification Form, Part 2.

Formal Written Evaluation

C. In the formal written evaluation, the evaluator shall cite the bargaining unit employee's specific qualities, abilities, or deficiencies. Any statement concerning the bargaining unit member's competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation. Unsubstantiated information will not be used in the evaluation.

D. The bargaining unit employee and evaluator shall meet to review the evaluation which shall normally be within five (5) days after its completion. The bargaining unit employee's signature does not signify agreement/disagreement with the evaluation, it only indicates that the bargaining unit employee has reviewed the form and has received a copy. The review meeting for an Intervention Counselor, School Nurse, Speech Pathologist, Speech Specialist, or School Psychologist who is employed on a 12-month basis shall be held prior to July 30 of the year in which the evaluation takes place.

E. The bargaining unit employee may prepare and submit a written response or rebuttal to the evaluation. The formal written evaluation shall be placed in the bargaining unit employee's file, and any response or rebuttal shall become a permanent attachment to the evaluation form.

Remediation Process

F. In the event the formal written evaluation indicates that a bargaining unit employee is not meeting the standards at an acceptable level in any area of the evaluation, the evaluator shall describe the specific area or areas either in the evaluation itself or in a separate document.

1. Following the review process, the bargaining unit employee shall be to a remediation plan that will be jointly developed by the administrator or evaluator and the bargaining unit employee.

2. As a part of the remediation process, the evaluator may provide, or the bargaining unit employee may request, continued observations and conferences.

3. If, in the opinion of the evaluator, subsequent bargaining unit employee performance meets the standards in the area of identified deficiencies, a notification to that effect shall be attached to the evaluation.

Certificated Evaluation Committee

G. While the District retains the management right to create and implement evaluation forms, the District will convene an evaluation committee to review and provide input or feedback on the design and content when the District has created a new, or revised an existing, evaluation form for certificated bargaining unit classifications. Any recommendation from the committee will be provided, in writing, to the Superintendent or designee. The parties agree that the evaluation committee’s role is not to address the evaluation procedure. The evaluation committee shall consist of equal representatives from the certificated bargaining unit and the District, and will be appointed by their respective parties. Participation in the committee will be voluntary, not subject to additional compensation, and prioritized by committee members.

ARTICLE 6
GRIEVANCE PROCEDURE

Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of disputes that arise out of the application of this Agreement. Every effort will be made by all parties to keep grievance matters confidential.

General Provisions

A. A "grievance" shall allege a violation of a specific provision(s) of this Agreement. The approved grievance forms are attached to this Agreement as Appendix E.

1. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Department of Fair Employment and Housing).

B. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing at least 24 hours in advance of the meeting. An individual grievant may elect not to be represented by the Exclusive Representative and may present a grievance to the District and have the grievance adjusted or resolved without the intervention of the Exclusive Representative. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

1. The District shall not agree to an adjustment or resolution that is inconsistent with the terms of this Agreement. The adjustment or resolution shall not establish a precedent regarding the subject matter of the grievance.

2. If the Exclusive Representative believes that the resolution is inconsistent with the terms of this Agreement, the Exclusive Representative must file a grievance at Level Four within 15 days of acceptance of the proposed resolution by the individual grievant.

3. The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are scheduled by mutual agreement with the District.

4. Witnesses who are called to testify in an arbitration hearing shall be on release time for that part of the school day for which they are absent for the purpose of testifying in the hearing.

C. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once

a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

D. Time limits may be extended or shortened only by mutual agreement of the grievant and the District. Failure of the grievant to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level. Timelines shall not be enforced during Autumn, Winter or Spring recess periods.

E. No reprisals of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance except decisions resulting from final determinations or settlements shall be filed separately in a grievance file.

F. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

G. If a grievance arises at an administrative level above the grievant's administrator, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.

Informal Level

H. An informal conference between the grievant and the immediate supervisor shall be held to discuss the written grievance.

Level One

I. Within 20 days of the occurrence of the alleged violation of the Agreement, the grievant shall personally present the grievance in writing to the immediate supervisor. A copy of the grievance shall be provided by the grievant simultaneously to the Association's Grievance Chairperson.

1. Grievance forms not completely filled out or not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article without the mutual consent of the District and the grievant.

2. The grievant or representative may request a formal conference with the immediate supervisor.

3. Within 10 days of receipt of the grievance by the supervisor, or within 10 days of the conference, if requested, the supervisor shall communicate a response to the grievant in writing. If the supervisor does not respond within the time limit, the grievance is denied and the grievant may appeal to Level Two.

Level Two

J. In the event the grievance is denied at Level One, a written appeal to the Superintendent or designated representative shall be filed within 10 days of the issuance of the Level One decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a statement of the reason for the appeal.

2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within 10 days of the receipt of the appeal. A written response shall be provided to the grievant within 10 days of the conference.

3. If the Level Two response is not provided within the time limit, the grievance is denied and the grievant may appeal to Level Three.

Level Three

K. The grievant, on written notice to the District within 10 days of the Level Two decision, may request mediation through the California State Conciliation Service.

1. The mediator shall attempt to find a mutually acceptable resolution of the grievance.

2. The mediator shall not issue any public statement of fact or opinion on the issue.

3. The mediation or settlement positions of either party shall not be made public, nor shall they be introduced into any other grievance level.

Level Four - Arbitration

L. In the event the grievance is not resolved at Level Three, the Exclusive Representative may file a demand for arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The demand for arbitration must be filed within five (5) days of completion of the Level Three proceedings. If the grievant is satisfied with the result at Level Three, or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.

M. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

N. The arbitrator shall have no power or authority to hear cases challenging any of the following:

- The termination of services or failure to re-employ a probationary bargaining unit employee.
- The placement of a bargaining unit employee on probationary status.

- The termination of services or failure to re-employ any bargaining unit employee in a position for which extra compensation is received.
- The content of the bargaining unit employee's evaluation.
- The District's promulgation of rules, policies, or procedures for the implementation of this Agreement.
- A decision, action, or inaction of the District if such is appealable to a state or federal regulatory body or court.

O. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except fines or penalties.

P. The decision of the arbitrator will be submitted to the District and the Exclusive Representative for implementation. The Arbitrator’s decision is binding.

Q. The costs of the arbitration proceeding, including the per diem charges of the arbitrator, shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its case.

ARTICLE 7
LEAVES OF ABSENCE

Sick Leave

A. Regular Sick Leave. Each full-time bargaining unit employee shall be entitled to 10 days yearly sick leave (or prorated share based on FTE of a less than full-time bargaining unit employee). Sick leave may be accrued as provided by Education Code §44978. The provisions of Education Code §44979 shall apply to the transfer of accumulated sick leave.

B. Pregnancy Leave. Pursuant to Education Code §44965, bargaining unit employees shall be entitled to utilize sick leave for the period of time required to be absent by reason of pregnancy, childbirth, or a related medical condition.

1. The period of leave, including the date upon which the leave shall begin and end, shall be determined by the bargaining unit employee and doctor's analysis and written verification of the bargaining unit employee's physical ability to render service to the District.

2. The date of the bargaining unit employee's return to service shall be based upon their doctor's analysis and written verification of their physical ability to render service to the District.

C. Extended Sick Leave. Pursuant to Education Code §44977, when a bargaining unit employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five (5) school months, the amount deducted from the bargaining unit employee's salary for any of the additional five (5) school months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee or the amount that would have been paid to the substitute had one been employed.

1. If the school year ends before the five (5) school month period is exhausted, the balance of the five (5) school month period is carried over to the following school year.

2. As provided by Education Code §44978.1, when a bargaining unit employee exhausts their extended sick leave period, they are placed on a re-employment list for a period of 24 months if they are on probationary status, or for a period of 39 months if they are on permanent status.

3. A bargaining unit employee's return to work shall be as provided by Education Code §44978.1

D. The District may require acceptable verification by a licensed physician or practitioner of the bargaining unit employee's need for absence and/or return to work.

Family and Medical Leave Act/California Family Rights Act

E. Bargaining unit employees who qualify under the provisions of the Federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) may request a leave of absence in accordance with requirements established by law and regulations for up to 12 workweeks

per school year. Health insurance benefit contributions are made as provided by applicable provisions of California or Federal law and regulations.

Personal Necessity Leave

F. Bargaining unit employees must submit for approval a request for Personal Necessity Leave at least two (2) days in advance of the needed leave in accordance with Education Code §44981. If approved, a bargaining unit employee may use up to 10 days of Regular Sick Leave for matters of personal necessity. Any leave taken by a bargaining unit employee in accordance with this paragraph shall not be for monetary gain to the bargaining unit employee. In addition, personal necessity leave will not be granted for: (1) extension of a holiday; (2) recreational activities; (3) matters that can be cared for outside the working day; or (4) concerted activities.

Personal Business Leave

G. Two (2) of the 10 days of sick leave may be used for personal business leave per year and is non-cumulative. Bargaining unit employees will not be required to give a reason for using the two (2) personal business leave days. Bargaining unit employees must provide five (5) workdays advance written notice of the intended use of a personal business leave day. In no case may a personal business leave day be taken to extend District School Calendar recesses or on the days of scheduled District Professional Development.

Bereavement Leave

H. Bargaining unit employees receive bereavement leave in accordance with Education Code §44985 as follows:

1. A leave of absence not to exceed five (5) workdays, or seven (7) workdays if travel of 250 miles or more one-way is required, on account of the death of any member of their immediate family (as defined in Appendix C).

2. There shall be no deductions made from the salary of such bargaining unit employee nor shall such leave be deducted from leave granted by other provisions of the Education Code or otherwise provided by the governing board of the District.

Compelling Personal Leave

I. Every bargaining unit employee shall be allowed up to five (5) days leave of absence annually for the conduct of personal business which is of a compelling personal nature that cannot be carried out during off-duty time. In such cases, the amount deducted from the salary due to the bargaining unit employee shall be the sum actually paid to a substitute employee or would have been paid to the substitute if one had been employed. Any personal leave taken by a bargaining unit employee in accordance with this paragraph shall not be for monetary gain to the bargaining unit employee. At least two (2) days advance notice, in writing, to the Assistant Superintendent of Human Resources is required except that in those cases where an emergency precludes the

bargaining unit employee from giving such two (2) day notice. The Assistant Superintendent of Human Resources retains the authority to waive the advance notice requirement.

Unpaid Personal Leave

J. At the discretion of the Superintendent, or their designee, bargaining unit employees may be granted an unpaid personal leave not to exceed 10 school days duration with prior written notice of at least five (5) days. In the case that prior written notice is not possible, the Superintendent or designee shall be notified as soon as possible.

Jury Duty

K. Bargaining unit employees shall be entitled to leave without loss of pay when called for jury duty. This shall be accomplished by the bargaining unit employee turning in a Certification of Jury Service. The bargaining unit employee will sign over to the District any check received for services rendered while on jury duty.

1. The total time required for jury duty, reasonable travel time, and the remainder of the bargaining unit employee's workday shall not exceed the bargaining unit employee's regularly assigned workday. This provision does not obligate the District to pay a bargaining unit employee for more than the number of hours in the bargaining unit employee's regular workday.

2. The bargaining unit employee will return to work from jury duty if three (3) or more hours remain in the bargaining unit employee's regularly assigned workday, which includes up to one (1) hour of travel time, unless the supervisor informs the bargaining unit employee not to return to work.

Industrial Accident/Illness Leave

L. Bargaining unit employees receive industrial accident and illness benefits provided for in Education Code §44984. The maximum allowable leave under §44984 shall be 60 days. An industrial accident or illness as used in this Article means an accident or illness which is incurred by the bargaining unit employee during the course of employment.

Child-Bonding Leave

M. Child Bonding Leave for the reason of the birth of a child of the bargaining unit employee, or the placement of a child with the bargaining unit employee in connection with the adoption or foster care of the child by the bargaining unit employee, will be provided to eligible bargaining unit employees for a period of up to 12 workweeks in accordance with Government Code §12945.2.

Parental Leave

N. In accordance with Education Code §44977.5, Parental Leave for the reason of the birth of a child of the bargaining unit employee or the placement of a child with a bargaining unit employee

in connection with the adoption or foster care of the child by the bargaining unit employee, will be provided to eligible bargaining unit employees for a period of up to 12 workweeks.

Unpaid Extended Leave

O. The District may, upon written application of any bargaining unit employee, grant a leave of absence without pay for a period not to exceed one (1) year at a time. In reviewing requests for leave of absence, the District shall take into consideration the reasons stated for the request as it relates to the following:

- Benefit to the District;
- Personal health factors of the bargaining unit employee;
- The elements, if any, related to the family demands of the bargaining unit employee such as, but not limited to, temporary relocation of bargaining unit employee's spouse or registered domestic partner because of employment reassignment;
- Any other characteristics of such request which the District in its discretion determines to be appropriate.

1. A leave provided for in this paragraph shall not be granted when the reason for such request relates to monetary gain to the bargaining unit employee. No more than two (2) consecutive leaves shall be granted to any bargaining unit employee.

2. In those instances where a leave is granted under this paragraph, every reasonable effort will be made by the Superintendent or designee to reinstate the bargaining unit employee to the same position held at the time the leave was granted. If such efforts are not successful, the Superintendent or designee shall reassign the returning bargaining unit employee to a different assignment in order to meet the educationally related needs of the District.

3. Bargaining unit employees who are on an unpaid leave must notify the District of their intention to return or not to return to paid status prior to March 15 during the leave year. Failure to provide such notification means the bargaining unit employee has forfeited any employment rights for the succeeding school year.

Judicial/Subpoena Leave

P. Bargaining unit employees who are required to be absent from duty pursuant to a subpoena which requires the bargaining unit employee to be present at litigation proceedings involving District matters shall not suffer any loss of pay or be charged any accumulated leave for such absence. The bargaining unit employee shall request subpoena pay which shall be forwarded to the District.

Military Leave

Q. Bargaining unit employees may request military leave as provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Sabbatical Leave

R. Incentive for leadership and professional growth is imperative for the development of a high level educational program. In keeping with the District's commitment to excellence in education, a Sabbatical Leave will provide a vehicle for continued productivity and creativity. A one (1) year or part-year leave may be granted to a bargaining unit employee for the purpose of professional advancement, subject to the following conditions:

1. The granting of a Sabbatical Leave must not result in any financial gain to the bargaining unit employee above and beyond the normal District compensation granted for such leave.

2. The granting of a Sabbatical Leave is contingent upon acceptance of the applicant into an accredited college or university advanced degree program. Leaves for the purposes of travel will not be approved under the provisions of this paragraph.

3. To be eligible, a bargaining unit employee must have taught in the District for seven (7) complete school years.

4. The proposed program of advanced degree study must be approved in advance by the Superintendent or designee. Once an applicant has been approved for a Sabbatical Leave, continuance of the leave is contingent upon satisfactory progress on the part of the applicant in a course of study composed of at least nine (9) semester units per semester or equivalent quarter units. If the applicant does not maintain satisfactory progress; or should the applicant fail to complete the aforementioned academic workload, they may be required to reimburse the District for any and all salary payments and health/welfare benefits granted by the District during the term of the Sabbatical Leave.

5. The procedure for applying for a Sabbatical Leave and for determining the distribution of such leave shall be established by the Superintendent or designee.

a. Applications for a leave must be filed between September 15 and January 15 for leaves granted beginning with the succeeding school year. Applicants are to receive written notification of acceptance or denial on or before March 1.

b. The number of bargaining unit employees on Sabbatical Leave shall not exceed one percent (1%) (rounded to the nearest whole number) of the certificated bargaining unit. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service in the District. In the event that bargaining unit employees with equal years of service in the District apply for leaves in the same year, a lottery procedure shall be used.

c. When the number of requests for leaves is in excess of the numerical quota, an alternate or alternates will be selected from the applicants. An alternate or alternates is granted a leave if one (1) or more of the selected bargaining unit employees should withdraw.

6. The allowance granted to a bargaining unit employee on a Sabbatical Leave shall be based on 50 percent of the bargaining unit employee's contract salary for the school term during which the leave takes place. For periods less than one (1) year, the allowance shall be prorated.

7. A bargaining unit employee who is granted a Sabbatical Leave must pledge to return to work in the District for two (2) complete school years following completion of the leave. If the bargaining unit employee's service is discontinued for any reason other than their incapacity to teach or placement on unrequested Leave before expiration of the full two (2) year period, the bargaining unit employee shall pay back to the District the pro rata part of the Sabbatical Leave allowance.

8. Upon expiration of the leave, the bargaining unit employee shall have the privilege of returning to the position occupied prior to the leave, or reassign the returning bargaining unit employee to a different assignment in order to meet the educationally related needs of the District. The bargaining unit employee shall notify the Assistant Superintendent of Human Resources or designee in writing of the date of return.

9. All fringe benefits for which a premium is required shall remain in force while on a Sabbatical Leave. Bargaining unit employees on a Sabbatical Leave are eligible for benefits that become available during the leave.

10. Bargaining unit employees on a Sabbatical Leave shall receive remuneration relative to annual increment while on leave.

11. In all other respects, the granting of Sabbatical Leaves shall be in compliance with Education Code §§44966 through 44970.

Catastrophic Leave/Continuation of Pay Status

S. A catastrophic leave/continuation of pay benefit may be requested by a bargaining unit employee pursuant to Education Code §44043.5, inclusive. For the purpose of this paragraph, "catastrophic" is defined in Education Code §44043.5(a)(1). The benefit consists of the number of sick leave credits donated by other District employees and converted to pay for the affected bargaining unit employee ("recipient").

1. A bargaining unit employee who requests this benefit must fill out the District application form and submit it to Human Resources, including the required documentation. Application forms are available at Human Resources. A recipient must be off duty for a minimum of ten (10) consecutive workdays prior to receiving donations and must have exhausted all Regular (i.e., full-paid) Sick Leave.

2. Once a complete application is submitted, the District will solicit donations from other District employees. Donations of an employee's Regular Sick Leave credit shall be a minimum of one (1) day, with additional full days thereafter.

a. Regular Sick Leave credits are applied on an hour for hour basis. A difference in the rate of pay of a donating bargaining unit employee and the recipient will not affect the amount of pay received.

b. Any District employee who donates Regular Sick Leave credits is required to have a Regular Sick Leave balance of at least five (5) days following the donation. As provided by Education Code §44043.5(d)(3), the transfer of eligible leave credits is irrevocable.

3. At the written request of the recipient, donated credits shall be coordinated with differential pay during a period when the bargaining unit employee is on Extended Sick Leave under the provisions of Education Code §44977 in order to mitigate the impact of the deduction of the substitute's pay from the bargaining unit employee's regular pay.

a. At the written request of the bargaining unit employee, donated credits may be coordinated with available FMLA and/or CFRA benefits in order to provide a continuation of income, or may provide an extension of contributions for the District's health insurance package, or both.

b. Donations used to provide an extension of contributions for the bargaining unit employee's portion of health insurance premiums will be calculated based upon the recipient's hourly rate of pay divided into the health insurance premium to be paid.

4. Receipt of continuation pay while on Catastrophic Leave does not alter or extend the five (5) school month duration of Extended Sick Leave benefits pursuant to Education Code §44977, and subsequent placement on a re-employment list pursuant to Education Code §44978.1.

ARTICLE 8
SAFETY AND MISCELLANEOUS CONDITIONS OF EMPLOYMENT

Safe Working Conditions

A. Bargaining unit employees shall not be required to work in hazardous or unsafe conditions. Hazardous or unsafe conditions must be reported to the bargaining unit employee's supervisor in writing. The reporting bargaining unit employee shall be advised of any remedial response in writing.

Student Discipline

B. Teachers may exercise their rights listed in Education Code §48910. A complete written description of the rights and duties of bargaining unit employees with respect to student discipline, including the right to suspend students from a Teacher's classroom or to recommend a pupil for suspension from school as provided by Education Code §48910, shall be presented to each bargaining unit employee at the beginning of each school year.

Bargaining unit members shall annually acknowledge receipt of this information.

Support and Assistance

C. The District shall give full support to a bargaining unit employee, including legal and other assistance, for any assault upon the bargaining unit employee while acting in the discharge of their duties. Where absence from duty arises out of such assault or injury, the bargaining unit employee shall be reimbursed for any such absence in accordance with the applicable provisions of Article 7, Leaves of Absence.

Personal Property Protection

D. The District shall insure a bargaining unit employee's personal property (automobiles and cash excepted) located on the school premises, subject to a District insurance deductible, for loss against theft, fire, riots, vandalism, and/or malicious mischief.

1. Only personal property of a bargaining unit employee that is directly related to their professional activities, registered as such with the administrator, and approved by the District prior to loss, shall be covered by this provision.

2. The bargaining unit employee is responsible for paying the District insurance deductible up to $10,000.

Tuberculin Tests or Screenings

E. The District will provide, or pay for, tuberculin tests or screenings that are required as a condition of continuing employment.

Notifications to Teachers

F. When a school site administrator becomes aware that a student who is enrolled at the site has a history of making threats, violence, or a criminal record, the receiving Teacher or Teachers shall be notified of the student's history and acknowledge such notification in writing.

ARTICLE 9
TRANSFERS/REASSIGNMENTS

General Provisions

A. In all cases, the District shall determine when a vacant position shall be filled.

1. Teachers may be selected to fill a vacancy on a temporary basis not to exceed 30 days, until the provisions of this Article have been met.

2. Teachers are allowed only one (1) voluntary transfer and/or reassignment in any given year. Any transfer or reassignment that is granted in a given school year is not effective until the first contract day of the following school year.

3. GATE, Opportunity Class, Dual Language Immersion, Music and CTE Pre-Pathway teaching positions, Academic Coaches, and Intervention Counselors, will not be posted and selections will be made through the District's normal hiring process. Music Teachers will be assigned per Article 4, Hours of Employment, section B.1.b. Current District bargaining unit employees will be given first consideration in the selection process.

a. Written Response. Within 10 days of a written request, any bargaining unit employee referenced above in paragraph 9.A.3, who is not selected for a vacant position, shall receive a written statement of the reason or reasons they were not selected. The request must be made within 10 days of receiving the selection decision. The response shall be based upon the factors set forth in paragraph A.5.a-f of this Article.

4. When staffing for a new school is required, the Transfer Policy shall be used only as a guide. The Administration will endeavor to provide for a balanced staff in opening new schools. At no time will an existing school staff be reduced more than one- half of its projected Teachers for the succeeding school year in order to staff a new school.

5. Except as noted above, any bargaining unit employee covered by this Agreement may apply for transfers or reassignments. All requests for transfer or reassignment will be considered, and any decision thereon shall be based on:

a. The educational and program related needs of the District and school sites.

b. The bargaining unit employee's credential, special authorizations (e.g., CLAD, Special Education, single subject) and any credential limitations.

c. The bargaining unit employee's training and experience.

d. The bargaining unit employee's employment history for success as indicated in evaluations of past performance.

e. State or federal court or agency mandates.

f. Mutual compatibility between the bargaining unit employee and site administrator or program manager.

g. The availability of a qualified replacement for the bargaining unit employee requesting a transfer from a difficult to fill staff position.

h. If more than one (1) bargaining unit employee seeks a transfer or reassignment to the same position and more than one (1) bargaining unit employee equally meets the criteria, then the bargaining unit employee with the greatest seniority shall be placed in the position.

Annual Reassignment Process

B. If the District decides to fill a vacant position, the position will be offered as a reassignment to the Teachers at the affected site first.

1. Reassignment Process. The administrator will inform bargaining unit employees at the site by a written and e-mail posting including an application deadline, which shall be at least two (2) work days after the posting. Bargaining unit employees who file a Voluntary Transfer and Reassignment Form (Appendix G-1) will be considered according to the factors set forth in paragraph A.5 of this Article. Subsequent vacancies created by application of this paragraph shall be posted and filled in the same manner until the end of the annual Reassignment process.

2. Combination Class Provisions. When a combination class is being formed, the Teachers in the affected grade levels will have first claim to the new opening. In those instances where a combination class is disbanded, the displaced Teacher will have seniority rights at both grade levels of the combination assignment. Furthermore, the affected Teacher will have first claim to any new position that arises in either of the two (2) grade levels before the position is offered as a reassignment. Prior to the reassignment process, combination Teachers may remain in a combination class or opt out and have District seniority rights at both grade levels of the combination assignment.

Annual Transfer Posting Process

C. Once the reassignment process has been completed at the site, any resulting vacancies will become available for posting as a transfer opportunity to the District at large. The District shall post vacancy notices in the following manner:

1. Except as noted above, a list of all known vacancies, in unit member positions shall be posted on-line at the District's website by April 1 and updated at least every two (2) weeks thereafter until the end of the school year. No vacancies will be posted until bargaining unit employees who have provided a timely notification of return from a leave of absence or who were involuntarily transferred for the current school year have been assigned a position. No transfer shall be made until after the respective closing date(s).

2. The notice shall include the position description and location, grade level, subject matter assignment, or program and the factors set forth in paragraph A.5 that will be considered in the decision (including any desired additional duties).

Voluntary Transfer/Reassignment

D. Only permanent, bargaining unit employees and Job-Sharing teams, including those with special authorizations, may request a transfer or reassignment during the annual posting period to take effect at the beginning of the next school year. Transfer requests shall be made on the Certificated Transfer or Reassignment Form and filed with Human Resources; reassignment requests shall be made on the Form and filed with the school site administrator.

1. With the exception of the successful applicant, the names of the remaining applicants will be kept confidential.

2. Summer Transfer Process. Names of bargaining unit employees desiring a transfer/reassignment after the last day of school will be placed on a confidential Request for Transfer List by submitting the Summer Certificated Transfer or Reassignment Form (Appendix G-2) to Human Resources via email or delivery of a hard copy.

a. The Form will be made available on the District's website (under the Human Resources tab) within 10 days of the end of the school year.

b. The bargaining unit employee must return the Form to Human Resources on or before the last day of the school year in order to be considered for any reassignment and/or transfer through June 15.

c. A final list of known vacancies not previously posted in the District annual Transfer/Reassignment process will be posted on the District website following the close of the annual Transfer/Reassignment window. The Association President will be provided via email a list of all newly hired General Education Teachers and Special Education Teachers, including those that are classified as "Late Hires" due to receiving a conditional offer of employment, following June 15th. The list of new hires will be provided by July 31st. A unit member position filled with a "Late Hire" will be included on the list of known vacancies during the next annual reassignment and/or transfer process.

3. Upon written request, the bargaining unit employee shall receive a written statement of the reason or reasons a request was denied. The request must be made within 10 days of the denial. The response shall be based upon the factors set forth in paragraph A.5 of this Article and shall be provided to the bargaining unit employee within 10 days of receipt.

4. By May 1 of each year, the District will survey School Psychologists to inform them of known vacancies and to obtain their feedback regarding their current assignment and interest in a potential transfer.

Involuntary Transfer/Reassignment

E. Bargaining unit employees may be transferred or reassigned to a position they did not request, but not as a reprisal for activity protected by the Act. No vacancy shall be filled by means of an involuntary transfer or reassignment if there is a qualified volunteer from within the District to fill the vacancy. Reasons for transfer may include:

1. Placement of bargaining unit employees returning from leaves and/or restricted funding programs.

2. Instructional program requirements which may include another school or District department having greater need for a bargaining unit employee's specialized services than does the current school or department. Management will seek concurrence for the transfer or reassignment.

3. Performance renewal - a Teacher may be transferred or reassigned no more than once every two (2) years in order to provide a reasonable opportunity for improvement of performance. Transfers or reassignments for this reason shall be preceded by evaluations, conferences, and assistance in compliance with appropriate provisions of Article 5.

4. Fluctuations in pupil enrollment - the District will determine what staff surplus, if any exists. There shall be an opportunity for bargaining unit employees in a surplus area voluntarily to transfer or be reassigned to any opening for which they are qualified.

5. Elimination or reduction of classes in special areas or programs.

6. Incompatibility with staff or school site administrator. In such situations, no bargaining unit employee shall be arbitrarily transferred or reassigned.

7. When an involuntary transfer or reassignment is deemed necessary to fill a vacancy due to conditions noted above, any decision shall be based on the educationally related needs of the District. Other factors which shall be considered are the following:

a. The factors listed in paragraph A.5 of this Article.

b. Volunteers from the surplus area, if qualified.

c. Unique instructional program requirements.

d. Interns and all provisional credential holders at the affected site will be involuntarily transferred before a preliminary or clear credential holder at the same site would be involuntarily transferred.

8. If more than one (1) qualified bargaining unit employee is involved in the situation, then the bargaining unit employee with the most seniority shall have the option of taking a voluntary transfer or replacing the least senior bargaining unit employee at that school site. The provisions of this paragraph are effective providing that the bargaining unit employee with the most seniority meets the criteria set forth in paragraph E.1-7 of this Article.

9. Written Response. Upon written request, bargaining unit employees shall receive a written statement of the reason or reasons they are to be transferred or reassigned involuntarily. The request must be made within 10 days of the impending move. The response shall be based upon the factors set forth in paragraph E.1-7 of this Article and shall be provided to the bargaining unit employee within 10 days of receipt.

F. If a position from which a bargaining unit employee was involuntarily transferred or reassigned by application of paragraph E.4 is reinstated prior to the beginning of the third week of instruction for the current school year, the affected bargaining unit employee will be offered the reinstated position.

Notification, Preparation and Orientation

G. Bargaining unit employees who are involuntarily transferred or reassigned after the first contractual day of the school year shall be notified at least five (5) days in advance of the effective date of the transfer or reassignment.

H. General Education Teachers who are transferred or reassigned after the first contractual day of the school year shall be allowed at least three (3) days for purposes of preparation and orientation to the new position and coverage will be provided for the three (3) days, unless the General Education Teacher and administration agree that the release time is not necessary. The release time will be offered and scheduled upon notice of transfer or reassignment.

I. Speech Pathologists, Speech Specialists, Special Education Teachers, or School Psychologists who are transferred or reassigned after the first contractual day of the school year shall be given up to five (5) work days of preparation time to close out caseload paperwork, other related caseload management, and to relocate and set up their new workspace before starting the new position or assignment. Every attempt will be made for Speech Pathologists and School Psychologists to not be transferred more than once per year. The Speech Pathologists, Speech Specialists, Special Education Teachers, or School Psychologists and administration may agree that the preparation/orientation time is not necessary.

J. If the reassignment, transfer, or classroom relocation occurs after the bargaining unit employee's contractual work year has ended (after the last contractual day of the school year), the bargaining unit employee shall receive up to three (3) days of paid time, time-carded at the per-diem hourly rate, to be completed prior to the start of the next contractual school year.

K. Bargaining unit employees who voluntarily agree to be transferred or reassigned through the annual posting process shall not be entitled to release time or paid time to prepare or orient to the new position.

Classroom Relocation

L. In the event that a bargaining unit employee is required to relocate to another classroom after the beginning of the school year, the bargaining unit employee will be entitled to two (2) days of release time for that purpose.

General Education Examples:

- Reassignment: Remaining at School and Changing Grade Levels (Same Classroom): Up to three (3) workdays of release time

- Transfer: Change in Assignment and site (same or different grade level, new site): Up to five (5) workdays of release time

- Relocation: Relocating to a Different Classroom (on your school site, no change in assignment): Up to two (2) workdays of release time

In no event will a General Education Teacher be entitled to more than five (5) release days due to a transfer, reassignment, classroom relocation, or combination thereof.

ARTICLE 10
CLASS SIZE

A. Maximum Class Size Enrollment: It is the District's intent to maintain a ratio of students to teachers that is supported by State funding or mandated by regulations or statutes.

1. The following class sizes shall be established at each school site based on

the average class sizes for the following grade levels:

- Kindergarten: An average class size of 26 students, with no more than 28 students in any one class.
- Grade 1: An average class size of 26 students, with no more than 28 students in any one class.
- Grade 2: An average class size of 28 students, with no more than 30 students in any one class.
- Grade 3: An average class size of 29 students, with no more than 31 students in any one class.
- Grade 4: An average class size of 30 students, with no more than 32 students in any one class.
- Grade 5: An average class size of 30 students in each class, with no more than 32 students in any one class.
- Grade 6: An average class size of 30 students, with no more than 32 students in any one class.
- Combination Classes: The maximum class size in a combination class will be based on the maximum class size of the lower grade.

When a new student enrolls, their class placement will be based on the average class size for the student's grade level at the time of enrollment.

Dual Language Immersion (DLI) Class Size Enrollment

1. DLI class sizes shall not exceed the applicable class size maximums. (See B-1)
2. DLI classrooms shall not be included in the calculation of general education grade level averages.

Special Education Class Size Targets:

a. Mild to Moderate Support Needs (MMSN) Primary Special Day Class: 16 students

b. Mild to Moderate Support Needs (MMSN) Intermediate Special Day Class: 18 students

c. Extensive Support Needs (ESN) Primary Special Day Class: 13 students

d. Extensive Support Needs (ESN) Intermediate Special Day Class: 14 students

e. Extensive Support Needs (ESN) Junior High Special Day Class: 16 students

f. Bridge Special Day Class: 12 students

g. Behavior Intervention Class (BIC): 12 students

h. Preschool Special Day Class: 13 Students

i. Pre-School Transition Class: 20 students

j. ACCSS: 12 students

k. Intensive Intervention Center (IIC): 28 students

If a Special Day Class goes over the target class size, the program administrator will inform the teacher of the impacted class of the plan to address the class size. The plan may include, but is not limited to: placement of additional instructional support in the classroom (Paraeducator/ Paraprofessional); financial compensation, or any other alternative determined appropriate for staff and student safety and the appropriate delivery of instruction.

If the program administrator determines that financial compensation is the most appropriate plan, the teacher will be compensated for each additional student above the target. Compensation will be at a per-student rate based on Column 6, Step 10 of the Certificated Special Education Teacher Annual Salary Schedule as included in Appendix A-2.2.

The plan to address the initial overage does not increase the target class size.

The Special Education class size targets set forth in the Article may be exceeded when a student otherwise would be denied service if not appropriately placed.

2. Students in Special Day Class ("SDC") who mainstream for 120 minutes or more of daily core instruction will be included for determining maximum class size enrollment in general education classes, described above in paragraph A.1. A classroom is considered at the maximum class size when the total number of students in a classroom, including the SDC mainstreaming students, reaches the class size limit as identified above in paragraph B.

- Following the leveling period, if a grade level is full and an SDC student requires to be mainstreamed for 120 minutes or more of daily core instruction, the assigned teacher will be compensated for that additional student. Compensation will be at a per student rate based on Column 6, Step 10 of the Certificated General Education Teacher Annual Salary Schedule as included in Appendix A-1.2. Teachers in a "Job Share" shall evenly split the additional compensation. Example:

  Column 6, Step 10: $91,993
  Contract Days: 183
  Daily Rate: $502.69
  Per-Student Daily Rate: $19.33 (Based on a Class Size Maximum of 26 Students)

- If a grade level is at the maximum class size, including SDC students, and a General Education student enrolls, the General Education student will be subject to overflow.

Nothing in this Article will prevent a student from receiving a required service in a student's Individualized Education Plan ("IEP"), including participation in a general education setting. SDC students will not be required to overflow to another school site if a grade level is full.

3. Transitional Kindergarten ("TK"): Beginning in the 2025-2026 school year and each school year thereafter, the District shall maintain an adult-to-student ratio in TK classrooms pursuant to Education Code §48000(g)(3). The District will also comply with any future legislation related to TK student-adult ratio and maximum class size enrollments.

   a. If an employee's absence causes the adult-to-student ratio to drop below the ratio outlined in Education Code §48000(g)(3), the site administrator will make a reasonable effort to provide coverage during the employee's absence.

4. Special Education Special Day Classes: The District will make every attempt to span no more than two (2) to three (3) grade levels.

5. The District is committed to maintaining an average caseload of no more than 55 students with active IEPs for Speech-Language Pathologists and Speech Specialists providing services to students in grades TK-8 and a maximum case load of no more than 40 students with active IEPs for Speech-Language Pathologists and Speech Specialists providing services exclusively to preschool students. In the event that the Speech-Language Pathologist's or Speech Specialist's caseload exceeds 65 students with active IEPs for those providing services to students in TK-8, or more than 40 students with active IEPs for those serving students in preschool, the bargaining unit member will be allowed to timecard for a maximum of three (3) hours per assessment report and two (2) hours per IEP documents written for the additional student(s) over 65 or 40, as applicable, for report/IEP writing that is completed outside of their normal work hours.

The District shall take all reasonable steps to distribute the workload associated with initial assessments across all Intensive Intervention Center teachers in an equal manner.

6. Special education students will be considered in the District's student enrollment and class size projections.

7. The maximum number of students in a grades 4-6 music class shall not exceed the grade level cap applicable to the class in attendance. Performance ensembles, including Band, Chorus, and Orchestra are exempt from this provision and not subject to a grade level cap. SDC students who are not mainstreamed for at least 120 minutes of daily core instruction are also exempt from the grade level cap. Paraeducators may attend with SDC students if deemed appropriate by the IEP.

8. The District will aim for a target class size of 33 students in General Education 7th and 8th grade classes, excluding performance ensembles and PE classes. In the event an individual class exceeds the above target class size, the principal shall meet with the bargaining unit employee involved and shall prepare a plan of options to address the class size, which may include, but are not limited to the following:

1. Placement of additional instructional support;

2. Re-distribution of students;

3. Increase of instructional materials and supplies; or

4. Any other alternative determined appropriate for staff or student safety and the appropriate delivery of instruction.

9. The District will aim for a target class size of 28 students in Co-Taught 7th and 8th grade classes, excluding performance ensembles and PE classes. In the event an individual class exceeds the above target class size, the principal shall meet with the bargaining unit employee involved and shall prepare a plan of options to address the class size, which may include, but are not limited to the following:

1. Placement of additional instructional support;

2. Re-distribution of students;

3. Increase of instructional materials and supplies; or

4. Any other alternative determined appropriate for staff or student safety and the appropriate delivery of instruction.

10. The Superintendent or designee will provide an overview of the projections and balancing to the Association in the monthly P-BVUSD/P-BVTA consultation meetings.

B. Balancing: With the exception of DLI classrooms, at each school site, within the first twenty (20) school days, the administrator shall attempt to establish an equitable distribution of

students based upon each grade level or subject area. Any material deviation shall be subject to consultation between the administrator and Teachers of the affected grade level or subject area.

Within the first twenty (20) school days, if an elementary school site's reported grade level average enrollment exceeds the school site grade level averages set forth above in paragraph A.1, student enrollees may be subject to the District's "balancing process." For the purposes of this provision, school site grade level averages include only General Education classes and excludes Physical Education and Music Instruction.

In the event the balancing of students has an impact on multiple school sites throughout the District, District Administration will communicate the impact of balancing to site administration, Teachers, students, and their families. The following actions may be taken as a result:

1. Students may be subject to being assigned to another campus and assigned to a new Teacher based on class size and facility capacity.

2. With the exception of DLI teachers, teachers of TK through 6th grade classes may be displaced from their current teaching assignment and required to be reassigned to a different teaching assignment at their current campus or transferred to a new teaching assignment at another school site. Classes, including combination classes, may be dissolved, stay in place and/or additional combination classes may be formed.

3. To maintain appropriate and equitable caseloads across the District, if a School Psychologist is concerned that their caseload is excessive, they will communicate their concern, in writing, to both their site administrator and District supervisor to initiate a discussion about potential solutions.

ARTICLE 11
HEALTH AND WELFARE
BENEFITS

Health Insurance Package

A. The District's maximum contribution for health and welfare benefits is $19,793.00 annually ($1,649.45 monthly). The District will offer to full-time bargaining unit employees and eligible dependents (as defined by the respective provider), the health and welfare benefit plans as listed in paragraphs A.1-A.4, of this Article. Any cost of the health insurance benefits selected by the bargaining unit employee that exceeds the District's contribution will be paid by the bargaining unit employee through pre-tax contributions to the SISC Flex Plan (IRS Code Section 125) monthly payroll deduction. The parties to this Agreement recognize that health and welfare benefits are a part of the total compensation package.

1. Medical Insurance

   a. Anthem-Blue Cross (PPO 80-C, $20; Rx $7/$25) administered by SISC III.

   b. Anthem-Blue Cross (PPO 80-E, $20; Rx $9/$35) administered by SISC III.

   c. Anthem-Blue Cross (PPO 80-G, $20; Rx $9/$35) administered by SISC III.

   d. Anthem-Blue Cross (PPO 90-C; $20; Rx $7/$25) administered by SISC III.

   e. Kaiser HMO ($30 co-pay) administered by SISC III.

2. Dental Insurance: Delta Dental of California (DD1500; C50/1000), administered by SISC III. The plan includes a $1,500.00 annual limit for diagnostic/restorative dental work per bargaining unit employee and eligible dependents and a $1,000.00 lifetime orthodontia limit for dependent children only.

3. Vision Insurance:

   a. Vision Service Plan. (Signature C $10) administered by SISC III.

   b. XP Health administered by SISC III.

4. Life Insurance: (G000ABIH-18B) administered by SISC III. A term life insurance policy covering the bargaining unit employee only in the amount of $50,000.

B. Bargaining unit employees must work at least a half-time schedule in order to qualify for health and welfare benefits. Bargaining unit employees who work one-half or more of a regular assignment shall have their District paid health and welfare premiums prorated, if they elect to pay their portion of the premiums.

Benefits Upon Retirement

C. The District will provide medical/hospitalization and dental care insurance coverage for bargaining unit employees who retire from District service directly into CalSTRS or CalPERS. Retirees may elect coverage for eligible dependent(s) which may result in an additional cost to the retiree. Bargaining unit employees who retire under this provision are eligible to receive the benefit to age 65.

1. In order to be eligible, a bargaining unit employee must have 20 or more years of service to the District and retire at or after age 55. A bargaining unit employee who has between five (5) and 20 years of service to the District and is age 59 or older at the date of retirement is also eligible.

2. District Contribution Level. For each eligible retiree, the District shall contribute an amount equal to the District's premium contribution for active employees in the school year in which the employee retires. This District contribution amount shall remain fixed at the level in effect at the time of the employee's retirement and shall not increase in subsequent years.

3. Retiree Contribution. The retiree shall be responsible for paying any difference between the District's fixed contribution (as established in the year of retirement) and the actual premium cost of the retiree medical/hospitalization and dental plan selected in each year of eligibility thereafter.

4. Plan Selection. Retirees may select from any District-offered retiree medical/hospital and dental plans for which they qualify. If the retiree changes plans or elects to change coverage for eligible dependents, the District's contribution shall remain unchanged, and the retiree shall pay all additional premium costs.

ARTICLE 12
COMPENSATION

Certificated Salary Schedules

A. Effective July 1, 2025, the 2025-2026 Certificated Salary Schedules will reflect a two and one-half percent (2.5%) increase on base salary only.

B. A bargaining unit employee new to the District who has prior experience in their classification in an accredited educational institution, or other verifiable relevant experience for Speech Language Pathologists, Speech Specialists, and School Nurses, will receive credit for each year of prior service. The bargaining unit employee will be placed on the appropriate step, and appropriate column, on the appropriate Salary Schedule based on education and years of service, including years credited to the bargaining unit employee for out-of-district service.

Advanced Degree and Certificate Compensation

C. All bargaining unit employees, except Speech Language Pathologists, who have earned but are not required to hold a Master's Degree will receive additional compensation of $1,500 annually, to be paid in equal payments over the course of the work year. The Master's Degree must be in a field that contributes to the assignment. Approval will be made on a case by case basis.

Speech Pathologists who have earned a Certificate of Clinical Competence will receive additional compensation of $1,500 annually, to be paid in equal payments over the course of the work year.

All bargaining unit members who have earned a Doctorate Degree will receive additional compensation of $2,500 annually, to be paid in equal payments over the course of the work year. The Doctorate Degree must be in an educationally related field that directly contributes to the assignment. Approval will be made on a case by case basis.

Career Longevity Pay (Anniversary Increment)

D. All Career Longevity Pay will be paid annually in equal payments over the course of the work year. The amounts below are not cumulative but reflect the total annual amount to be paid to School Nurses, Speech Pathologists, and School Psychologists for Career Longevity pay for District Service, as follows:

School Nurses:

1. $1,500 annually beginning with the 11th year of service to the District;
2. $2,000 annually beginning with the 16th year of service to the District;
3. $2,500 annually beginning with the 21st year of service to the District.

Speech and Language Pathologists:

1. $3,000 annually beginning with the 11th year of service to the District;
2. $6,000 annually beginning with the 16th year of service to the District;
3. $9,000 annually beginning with the 21st year of service to the District.

School Psychologists:

1. $1,500 annually beginning with the16th year of service to the District;
2. $3,500 annually beginning with the 21st year of service to the District.

Extra Duty

E. Except for Speech Language Pathologists, Speech Specialists, School Nurses, and School Psychologists, the Extra Duty (as defined in Appendix C) hourly rate for site-based assignments will be as set forth in Appendix B. Unless otherwise specified in this Agreement, extra duty pay will be paid at the extra duty hourly rate via the District's time and attendance system, as described in Appendix B. Speech Language Pathologists, Speech Specialists, School Nurses, and School Psychologists will receive their individual hourly rate for eligible extra duty work.

Salary Schedule Advancement

F. Salary column advancement on the Certificated General Education Teacher, Certificated Special Education Teacher, and Academic Coach Salary Schedules, beginning effective July 1, 2025, is subject to the following provisions:

1. Approved universities, colleges, and courses including those authorized for induction units, are listed in the District's List of Universities, Colleges, and Courses (accessible on the District's Human Resources webpage). Courses and programs offered by colleges and universities not on this approved list may still be accepted if they meet the following criteria:

- The courses must be completed at a regionally accredited institution, whether located either in California or out-of-state.

Only units earned from approved institutions and courses will qualify for column advancement. These approved units will be calculated on a semester unit basis.

a. Units accepted for salary advancement must meet one of the following criteria:

i. Upper-division or Graduate Level college or university courses which are part of an advanced degree program related to education, curriculum, instruction, visual and performing arts, or content specific courses directly related to the teacher's current or prospective assignment.

ii. Lower division college or university courses that are applicable toward a bachelor's degree and are directly related to:

1. Obtaining a supplemental authorization that expands the teacher's credentialed areas of instruction.

2. Enhancing instructional practices to the teacher's current or prospective assignment.

3. Meeting California state requirements for teaching in Transitional Kindergarten (TK) or enhancing instructional practices specific to TK.

iii. University units purchased after completion of professional development courses through Kern County Superintendent of Schools, or District authorized alternative.

b. Courses requested, approved, and completed prior to October 1 of the current contract school year shall result in advancement effective for the full contract year. Any resulting pay adjustments will be processed no later than end of month November payroll absent extenuating circumstances. Courses requested, approved, and completed prior to March 1 shall result in advancement effective for the second half of the contract year. Any resulting pay adjustments will be processed no later than end of month April payroll absent extenuating circumstances. The same timeline applies to degrees and Certificate of Clinical Competence earned. Bargaining unit employees are responsible for submitting all required documentation (official transcripts, any applicable certificates and District forms) for units earned or degrees conferred prior to the deadline. For clinical competence received, unit members must timely submit an official certificate prior to the deadline.

2. To qualify for Column 7, General Education Teachers, Special Education Teachers, and Academic Coaches must complete a minimum of an additional 15 eligible semester units (as described in F.1., above). Such units must be earned by the Teacher/Academic Coach after they are hired and while currently employed with the District.

3. Any new hire will be placed on the appropriate Salary Schedule step and column based on units approved and completed up to Column 6. New hires are not eligible for placement on Column 7 regardless of the number of units previously earned and/or accepted by another LEA.

4. General Education Teachers, Special Education Teachers, and Academic Coaches will have the option to complete a combination of approved semester unit equivalents of District Provided Professional Development ("DPPD"), or approved universities, colleges, or courses on the approved list, for each column advancement, up to Column 6 for a total of 12 units per column.

a. Column 1-6 require 12 units to advance, and Column 6 to 7 require 15 units to advance.

b. Upon completion of the required number of units for column advancement, General Education Teachers, Special Education Teachers and Academic Coaches must complete and submit the District's "Request for Advancement" form found on the District's Human Resources webpage.

c. Any combination of college and university units can be submitted for column advancement. District Provided Professional Development units earned prior to March 1, 2025 can be used until June 30, 2027, for a one time submission for salary advancement. Unit members hired on or after January 31, 2025, will not be eligible for new DPPD units.

d. Any approved units may not be repeated for column advancement.

e. In order to be eligible for column advancement, General Education Teachers, Special Education Teachers and Academic Coaches must hold a preliminary or clear credential.

f. General Education Teachers, Special Education Teachers and Academic Coaches who earned approved units and submitted the Article 12 D.4.A. -Unit Review Form to the District by June 30, 2019, and who have 75 combined Semester and DPPD units are eligible upon submission of the Human Resources Salary Advancement Request Form for salary advancement to Column 7 using all unused units on file, effective March 1, 2025.

General Education Teachers, Special Education Teachers and Academic Coaches who earned eligible units between August 2019 and March 1, 2025, and who have 75 combined Semester and DPPD units are eligible upon submission of the Human Resources Salary Advancement Request Form for salary advancement to Column 7 using all unused units on file, effective March 1, 2025.

Any bargaining unit member with units not previously credited towards salary advancement and not referenced in the previous two paragraphs (including any units earned prior to July 1, 2010) are not eligible for salary advancement to Column 7 unless they qualify under the provisions in effect July 1, 2025.

G. A bargaining unit member must complete at least 75% or more of their assigned annual work days within a fiscal year (July 1 -June 30) in the same position for the bargaining unit member's step rate on the salary schedule to move forward to the next step in the subsequent fiscal year.

Mileage

H. Bargaining unit employees who are required to use their personal vehicles in the performance of their job duties shall be entitled to receive mileage reimbursement at the rate established by the Internal Revenue Service (IRS) for business-related travel.

To be eligible for mileage reimbursement, bargaining unit employees must have received prior approval from their supervisor for the use of their personal vehicle for official business. Mandatory meetings or work off site assigned by a supervisor will be considered to be pre-approved, and will not require additional approval.

Mileage reimbursement is only applicable for work-related travel and does not cover daily commuting to and from the employee's regular work site.

Bargaining unit employees shall submit mileage reimbursement claims in accordance with the established District procedures, including providing the necessary documentation, such as mileage logs, dates, and destinations. Claims must be submitted within 30 days or quarterly of the travel occurrence.

Errors in Compensation

I. In the event the District discovers an overpayment, it shall notify the bargaining unit employee in writing of the amount and the reason it occurred. In the event the bargaining unit employee notices an overpayment, they shall inform the District as soon as possible upon discovery. If the bargaining unit employee agrees with the overpayment notice, the bargaining unit employee shall sign a statement authorizing the repayment plan and return it to the District. Absent a mutual agreement on a method of reimbursement, the District shall proceed with recoupment of the overpayment a minimum of thirty (30) calendar days after the initial written notification.

J. In the event a bargaining unit employee is underpaid wages or other compensation, the bargaining unit employee and the District have an obligation to inform the other as soon as the underpayment is discovered. The District will issue an off-cycle check in accordance with the off-cycle schedule, if not sooner, if the bargaining unit employee requests it.

ARTICLE 13
CONCLUSION

Completion of Negotiations

A. This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof. This Agreement supersedes and replaces the 2021-2024 Collective Bargaining Agreement, any and all other Memoranda of Agreement or Understanding, Side-Letters, and any other agreements, practices, or understandings (oral or written) entered into prior to the date of ratification of this Agreement unless the terms thereof are set forth in this Agreement.

1. The parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement and even though such subjects or matters may have been proposed and later were withdrawn. Exceptions to the terms of this paragraph are limited to Article 1, paragraph C, Article 4, paragraph G, and paragraphs A.2, D.1, and/or D.2, of this Article.

2. The District agrees that it will not change any "term and condition of employment" as defined in Government Code §3543.2 without first notifying the Association of such intended change. The Exclusive Representative must make a written demand to bargain the effect of such a change. Following the written demand, the District agrees to meet and negotiate.

Scope of Agreement

B. It is understood and agreed that the powers and responsibilities to manage and control the operations and affairs of the District are reserved exclusively to the District and the Governing Board, except as they are by this Agreement expressly and specifically limited to the manner and to the extent authorized by law. It is understood and agreed that the specific conditions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary on the part of the District.

Management Rights

C. It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the Constitution of the United States, state and federal laws and regulations, and school district policies, to manage, to control, and to direct the operations and affairs of the District, and to take whatever action necessary to maintain operations in situations of emergency.

1. The exercise of the rights, powers, prerogatives, privileges, duties, and authority by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.

2. The parties understand and agree that the exercise of District discretion in the implementation of any provision of this Agreement, when provided for in contract language, may yield a different result when applied to different bargaining unit employees based upon different facts.

Severability and Savings

D. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

1. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision or provisions.

2. If the Legislature repeals or modifies sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.

No Strike or Concerted Activities

E. It is agreed and understood that strikes, work stoppages, "sick-ins," slow-downs, picketing in furtherance of a strike, work stoppage, etc., and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Agreement. The Association warrants that there will be no strike, work stoppage, slow-down or picketing in furtherance of a strike, or compliance with the request of other labor organizations to engage in such activities by the Association, its officers, agents, or members during the term of this Agreement.

1. The Association recognizes the obligation of its representatives to comply with the provisions of this clause and to make every reasonable effort toward inducing all bargaining unit employees to do so.

2. In the event of a strike, work stoppage, or slow-down by bargaining unit employees who are represented by the Association, the Association agrees to take good- faith steps to cause those bargaining unit employees to cease such action.

3. Leave shall not be allowed for bargaining unit employees engaged in any concerted activity.

RATIFICATION AND ACCEPTANCE

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:
PANAMA-BUENA VISTA UNION SCHOOL DISTRICT

Keith Wolaridge, Ed.D.
President, Board of Trustees

Bryan Easter
Clerk, Board of Trustees

Date: 06/30/2026

ACCEPTED:
PANAMA-BUENA VISTA TEACHERS ASSOCIATION/CTA/NEA

Victoria Curry
President, PBVTA

Michelle Johnson,
CTA Regional UniServ Staff

Date: 06/30/2026

Certificated General Education Teacher Annual Salary Schedule

2025-26

Job Title	Job Class	Job Title	Job Class
Alternative Education Teacher	2003	Instruction Intervention Teacher	2011
Classroom Teacher	2001	Music Teacher - Elementary	2122
Dual Language Immersion Teacher	2006	Music Teacher - Junior High	2022
GATE Teacher	2021		

Working Days	Grade						
183 days	TH01	TH02	TH03	TH04	TH05	TH06	TH07

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
	B.A.	B.A. + 12	B.A. + 24	B.A. + 36	B.A. + 48	B.A. + 60	BA +75
1	$ 60,275	$ 62,283	$ 64,358	$ 66,499	$ 68,715	$ 71,003	$ 73,367
2	$ 62,387	$ 64,463	$ 66,611	$ 68,827	$ 71,120	$ 73,488	$ 75,936
3	$ 64,495	$ 66,642	$ 68,863	$ 71,156	$ 73,525	$ 75,973	$ 78,503
4	$ 66,605	$ 68,822	$ 71,113	$ 73,480	$ 75,929	$ 78,457	$ 81,070
5	$ 68,713	$ 71,002	$ 73,366	$ 75,809	$ 78,333	$ 80,942	$ 83,636
6	$ 68,713	$ 72,954	$ 75,382	$ 77,891	$ 80,485	$ 83,164	$ 85,934
7	$ 68,713	$ 74,905	$ 77,400	$ 79,979	$ 82,642	$ 85,392	$ 88,235
8	$ 68,713	$ 76,857	$ 79,414	$ 82,059	$ 84,793	$ 87,616	$ 90,534
9	$ 68,713	$ 78,809	$ 81,433	$ 84,143	$ 86,947	$ 89,841	$ 92,832
10	$ 68,713	$ 78,809	$ 83,384	$ 86,160	$ 89,029	$ 91,993	$ 95,057
11	$ 68,713	$ 78,809	$ 85,715	$ 88,570	$ 91,518	$ 94,565	$ 97,715
12	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 93,925	$ 97,053	$ 100,286
13	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 99,382	$ 102,693
14	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 101,714	$ 105,101
15	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 104,043	$ 107,506
16	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 106,372	$ 109,914
17	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 108,700	$ 112,322
18	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 111,032	$ 114,728
19	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 112,038	$ 115,769
20	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 113,045	$ 116,809
21	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 114,054	$ 117,849
22	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 115,060	$ 118,893
23	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 116,067	$ 119,934
24	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 117,082	$ 120,983
25	$ 68,713	$ 78,809	$ 85,715	$ 90,899	$ 96,256	$ 118,105	$ 122,041

$1,500 additional compensation for Master's Degree
$2,500 additional compensation for Doctorate Degree

Certificated Special Education Teacher Annual Salary Schedule

2025-26

Job Title	Job Class	Job Title	Job Class
Intensive Intervention Center Teacher Mild/Moderate Support Needs	2031	Itinerant Teacher	2032
Intensive Intervention Center Teacher Mild/Moderate Support Needs - Dual	2030	Special Day Class Mild/Moderate Support Needs Teacher	2028
Early Childhood Teacher - DHH	2034	Special Day Class Extensive Support Needs Teacher	2029

Working Days	Grade						
184 days	SP01	SP02	SP03	SP04	SP05	SP06	SP07

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
	B.A.	B.A. + 12	B.A. + 24	B.A. + 36	B.A. + 48	B.A. + 60	BA +75
1	$ 60,604	$ 62,622	$ 64,708	$ 66,863	$ 69,090	$ 71,390	$ 73,769
2	$ 62,728	$ 64,815	$ 66,976	$ 69,203	$ 71,509	$ 73,890	$ 76,351
3	$ 64,847	$ 67,006	$ 69,239	$ 71,544	$ 73,928	$ 76,388	$ 78,931
4	$ 66,969	$ 69,198	$ 71,502	$ 73,882	$ 76,344	$ 78,885	$ 81,513
5	$ 69,088	$ 71,389	$ 73,768	$ 76,223	$ 78,760	$ 81,384	$ 84,093
6	$ 69,088	$ 73,353	$ 75,794	$ 78,317	$ 80,926	$ 83,620	$ 86,404
7	$ 69,088	$ 75,315	$ 77,823	$ 80,416	$ 83,095	$ 85,858	$ 88,717
8	$ 69,088	$ 77,276	$ 79,849	$ 82,507	$ 85,257	$ 88,095	$ 91,028
9	$ 69,088	$ 79,240	$ 81,878	$ 84,602	$ 87,421	$ 90,332	$ 93,340
10	$ 69,088	$ 79,240	$ 83,840	$ 86,631	$ 89,516	$ 92,495	$ 95,577
11	$ 69,088	$ 79,240	$ 86,182	$ 89,054	$ 92,018	$ 95,083	$ 98,249
12	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 94,438	$ 97,585	$ 100,834
13	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 99,925	$ 103,254
14	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 102,269	$ 105,675
15	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 104,610	$ 108,093
16	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 106,954	$ 110,514
17	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 109,295	$ 112,936
18	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 111,639	$ 115,356
19	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 112,651	$ 116,401
20	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 113,663	$ 117,447
21	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 114,678	$ 118,494
22	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 115,691	$ 119,544
23	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 116,701	$ 120,589
24	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 117,721	$ 121,644
25	$ 69,088	$ 79,240	$ 86,182	$ 91,396	$ 96,782	$ 118,750	$ 122,708

$1,500 additional compensation for Master's Degree
$2,500 additional compensation for Doctorate Degree

$1,500 additional compensation for all Special Education Teachers

Certificated Academic Coach Annual Salary Schedule

2025-26

Job Title	Job Class
Academic Coach	2025

Working Days	Grade						
186 days	AC01	AC02	AC03	AC04	AC05	AC06	AC07

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
	B.A.	B.A. + 12	B.A. + 24	B.A. + 36	B.A. + 48	B.A. + 60	BA +75
1	$ 67,356	$ 69,396	$ 71,505	$ 73,682	$ 75,934	$ 78,259	$ 80,662
2	$ 69,501	$ 71,612	$ 73,796	$ 76,049	$ 78,379	$ 80,785	$ 83,272
3	$ 71,643	$ 73,827	$ 76,084	$ 78,414	$ 80,823	$ 83,311	$ 85,883
4	$ 73,790	$ 76,043	$ 78,372	$ 80,777	$ 83,267	$ 85,835	$ 88,492
5	$ 75,931	$ 78,258	$ 80,661	$ 83,144	$ 85,708	$ 88,362	$ 91,100
6	$ 75,931	$ 80,243	$ 82,710	$ 85,262	$ 87,898	$ 90,621	$ 93,437
7	$ 75,931	$ 82,226	$ 84,760	$ 87,382	$ 90,089	$ 92,884	$ 95,774
8	$ 75,931	$ 84,208	$ 86,809	$ 89,496	$ 92,276	$ 95,146	$ 98,111
9	$ 75,931	$ 86,194	$ 88,859	$ 91,615	$ 94,465	$ 97,407	$ 100,447
10	$ 75,931	$ 86,194	$ 90,845	$ 93,666	$ 96,582	$ 99,593	$ 102,708
11	$ 75,931	$ 86,194	$ 93,211	$ 96,114	$ 99,110	$ 102,209	$ 105,409
12	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 101,558	$ 104,738	$ 108,022
13	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 107,104	$ 110,469
14	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 109,472	$ 112,917
15	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 111,841	$ 115,361
16	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 114,208	$ 117,808
17	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 116,575	$ 120,255
18	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 118,944	$ 122,702
19	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 119,967	$ 123,759
20	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 120,991	$ 124,817
21	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 122,017	$ 125,874
22	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 123,040	$ 126,935
23	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 124,062	$ 127,992
24	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 125,093	$ 129,059
25	$ 75,931	$ 86,194	$ 93,211	$ 98,481	$ 103,926	$ 126,132	$ 130,132

$1,500 additional compensation for Master's Degree
$2,500 additional compensation for Doctorate Degree

Certificated School Psychologist Salary Schedule

2025-26

Job Title	Job Class
School Psychologist	1205

Working Days per Year: 204

Step	Annual Salary
0	$ 109,733
1	$ 113,025
2	$ 116,416
3	$ 119,908
4	$ 123,505
5	$ 126,285
6	$ 129,126
7	$ 131,065
8	$ 133,030

$2,500 additional compensation for Doctorate Degree

$750 additional compensation per Intern or Practicum Student per semester
for supervision of Interns or Practicum Students

Career Longevity Pay - Qualified District Service
$1,500 annually - beginning with the 16th year of service to the District
$3,500 annually - beginning with the 21st year of service to the District

Certificated Intervention Counselor Salary Schedule

2025-26

Job Title	Job Class
Intervention Counselor	1206

Working Days per Year: 196

Step	Annual Salary
0	$ 96,813
1	$ 99,717
2	$ 102,707
3	$ 105,790
4	$ 108,965
5	$ 111,415
6	$ 113,922
7	$ 115,632
8	$ 117,367

$2,500 additional compensation for Doctorate Degree

Certificated Speech Language Pathologist
Salary Schedule
2025-26

Job Title	Job Class
Speech Language Pathologist	2220

Working Days per Year: 184

Step	Annual Salary
1	$ 95,133
2	$ 97,378
3	$ 99,677
4	$ 102,033
5	$ 104,444
6	$ 106,915
7	$ 109,442
8	$ 112,031
9	$ 114,681
10	$ 117,397
11	$ 120,178
12	$ 123,024
13	$ 125,941
14	$ 128,925

$1,500 additional compensation for Certificate of Clinical Competence
$2,500 additional compensation for Doctorate Degree

$750 additional compensation for Speech Pathologist Support
for Speech Pathologist Practicum Students, Speech Specialists, or Speech Pathologists in their Clinical Fellow Year

Career Longevity Pay - District Service
$3,000 annually - beginning with the 11th year of service to the District
$6,000 annually - beginning with the 16th year of service to the District
$9,000 annually - beginning with the 21st year of service to the District

Certificated Speech Specialist Salary Schedule

2025-26

Job Title	Job Class
Speech Specialist	2223

Working Days per Year: 184

Step	Annual Salary
1	$ 87,143
2	$ 89,201
3	$ 91,305
4	$ 93,460
5	$ 95,665

Certificated School Nurse Salary Schedule

2025-26

Job Title	Job Class
School Nurse	2206

Working Days per Year: 194

Step	Annual Salary
1	$ 86,661
2	$ 90,994
3	$ 95,316
4	$ 99,842
5	$ 104,087
6	$ 108,251
7	$ 112,580
8	$ 117,084

$1,500 additional compensation for Master's Degree
$2,500 additional compensation for Doctorate Degree

Career Longevity Pay - District Service

$1,500 annually - beginning with the 11th year of service to the District

$2,000 annually - beginning with the 16th year of service to the District

$2,500 annually - beginning with the 21st year of service to the District

APPENDIX B

ADDITIONAL COMPENSATION & CERTIFICATED EXTRA DUTY WORK

Additional Compensation

Bargaining unit employees will be paid additional compensation for the following site- based assignments, regardless of the bargaining unit employee's base salary. Additional compensation shall be paid in equal payments over time as the work is performed.

- History Day Coordinator - $650.00
- Battle of the Books - $650.00
    - Two stipends at Elementary: one for 3rd grade and one for 4th-6th grade
    - One stipend for Junior High
- Induction/Intern Support Provider
    - $2,500.00 – Per Candidate
    - (Limit of three (3) Candidates)
- Junior High AVID Coordinator - $1,500.00
- Junior High Yearbook Teacher - $1,500.00
- Dual Language Immersion Teacher -$1,500.00
- Math Counts - $650.00
- STEM Olympiad Coordinator - $650.00
- Oral Language Festival Coordinator - $650.00
- Science Fair Coordinator - $650.00
- Special Education Site Facilitator - $1,800.00
- Special Education Teacher- $1,500.00
- Student Success Team (SST) Coordinator - $2,500.00 (Non-Academic Coach)
    - If a site only has one (1) Academic Coach, and a second SST Coordinator is not assigned, the campus's Academic Coach will assume all the SST Coordinator responsibilities and receive the additional compensation of $2,500.00.
- Speech Pathologist Support for Speech Pathologist Practicum Students, Speech Specialists, or Speech Pathologists in their Clinical Fellow Year (CFY)-$750.00 (per semester)
- School Psychologists who supervise interns or Practicum Students will receive additional compensation of $750 per semester
- 6th Grade Teacher who accompanies class to Camp KEEP - $150.00 per day spent overnight.
- Jr. High Teacher:
    - Assigned teaching in lieu of prep period – compensated at 1/7 of unit member's annual salary.
    - Substitute teaching on prep period - 1/7 of daily rate* for each day taught.
    - (*) Daily rate is calculated based on the Teacher's placement on the salary schedule divided by the number of days in the work year.

Certificated Extra Duty Work

The Contract Hourly Rate for Certificated Extra Duty work is based upon Column 6, Step 10 of the Certificated General Education Teacher Salary Schedule (Appendix A-1.2). Certificated Extra duty pay shall be paid as the work is performed and is paid for the following extra duty work:

- Authorized extra duty during or outside of the school year.
- District Provided Professional Development units (applies only to General Education Teachers, Special Education Teachers, and Academic Coaches on Column 7).
- District-authorized Intramural lunchtime activities.
- A unit member who is required to participate in IEP meetings that extend beyond their contracted workday shall be compensated at the extra duty hourly rate.
- Scheduled IEP meetings that extend beyond the Teacher's daily 7.5 contract hours:
  - Special Education Teachers - to a maximum of 65 hours per school year.
  - General Education Teachers - to a maximum of 25 hours per school year.
  - If required, Teachers will be paid for hours required outside of their daily 7.5 contract hours beyond these maximum limits so long as advance written permission is obtained from the Teacher's administrative supervisor.
- Summer School or Extended School Year Teacher
- School Psychologists will be compensated at their individual hourly rate for any scheduled IEP meetings that extend beyond the School Psychologist's daily 8.5 contract hours, to a maximum of 65 hours per school year.
- Attendance at CPI and Pro-ACT training outside of duty hours: School Psychologists will timecard for time spent attending CPI and Pro-ACT training outside of duty hours.
- Effective June 1, 2026, attendance at CPR training outside of duty hours: Bargaining unit employees required to obtain/complete CPR certification will timecard for time spent attending CPR training outside of duty hours.
- Effective June 1, 2026, attendance at CPR training during duty hours: Bargaining unit employees required to obtain/complete CPR certification will be provided release time for time spent attending CPR training during duty hours.
- Other assignments as set forth in this Agreement, or any assignments which require work beyond the designated work year or workday for which the compensation is not otherwise set forth in this agreement.

Extra Duty Pay Hourly Rate Calculation

For purposes of extra duty pay, the hourly rate for all bargaining unit members is calculated based on Column 6 Step 10 of the Certificated General Education Teacher Annual Salary Schedule in effect when the work is performed divided by 183 days and
7.0 hours, as follows:

2025-2026 - $91,933/183 (days)/ 7.0 (paid hours per day)=$71.81

APPENDIX C
TERMS DEFINED

For the purposes of this Agreement, the terms below are defined as follows:

"Academic Coach" means any bargaining unit employee who is compensated on the Certificated Academic Coach Salary Schedule (Appendix A-3).

"Additional Compensation" means any wages paid in addition to the position's base salary that may require time accounting based on funding source.

"Approved Units" means those units earned beyond the number of units credited upon commencement of District employment that have been approved by the District.

"Co-Teaching/Taught" means a general education teacher and a special education teacher working together in the same classroom to jointly plan, instruct, and assess general education and special education students.

"Day" means a workday for employees covered by this Agreement.

"Employee" is the aggregate designation of all employees in the certificated bargaining unit; also collectively referred to as "bargaining unit employees."

"Extra Duty Pay" is additional compensation for any authorized hours worked by bargaining unit employees beyond the designated work year or workday and is calculated based on Column 6, Step 10 of the Certificated General Education Teacher Annual Salary Schedule.

"General Education Teacher" means any bargaining unit employee who is compensated on the Certificated General Education Teacher Annual Salary Schedule (Appendix A-1).

"Grievant" means the Exclusive Representative or a bargaining unit employee or employees.

"Hire date" means an employee's first day of paid service to the District.

"Immediate family" means the employee's (a) child (biological, adoptive, foster, step, legal ward, or to whom the employee stands in loco parentis) regardless of age or dependency status, (b) parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when the employee was a minor) of the employee or the employee's spouse or registered domestic partner, (c) spouse, (d) registered domestic partner, (e) grandparent, (f) grandchild, (g) sibling. An employee who claims any benefit pursuant to the terms of this Agreement must have valid proof of the registered domestic partnership on file with the District.

"Immediate Supervisor" means the administrator or manager having immediate jurisdiction over a bargaining unit employee.

"Intervention Counselor" means any bargaining unit employee who is compensated on the Certificated Intervention Counselor Salary Schedule (Appendix A-4).

"Preparation Period or Preparation Time" means on-campus time available during the regular work day that is scheduled for Teachers to engage in professional activities related to their assignment.

"Reassignment" means a change in grade level or subject area assignment within a school.

"School Nurse" means any bargaining unit employee who is compensated on the Certificated School Nurse Salary Schedule (Appendix A-7).

"Special Education Teacher" means any bargaining unit employee who is compensated on the Certificated Special Education Teacher Annual Salary Schedule (Appendix A-2).

"Speech Pathologist" means any bargaining unit employee who is compensated on the Certificated Speech Pathologist Salary Schedule (Appendix A-5).

"Speech Specialist" means any bargaining unit employee who is compensated on the Certificated Speech Specialist Salary Schedule (Appendix A-6).

"Teacher" includes any General Education Teacher or Special Education Teacher, unless otherwise specified within the Agreement.

"Transfer" means a change of location from one school to another school.

"Vacancy" means an unfilled position for which a current, working bargaining unit employee may apply.

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT
GRIEVANCE FORM- LEVEL ONE
THIS FORM MUST BE FILLED OUT COMPLETELY.

Grievance Number: _____

A Level One Grievance must be filed within twenty (20) days of the alleged violation.

Grievant: _____ To: Work Location: _____

Date of alleged violation: Immediate Supervisor: _____

Specific Article(s) or section(s) violated: _____

_____

Synopsis of events resulting in Alleged Violation: (attached separate sheet if necessary) _____

_____

_____

Synopsis of informal conference: _____

Specific Remedy Requested: _____

_____

_____

_____ _____
(Grievant Signature) (Date)

(Must be signed and dated by person receiving the Grievance.)

Level One Grievance received by: _____
(Immediate Supervisor)

Filing Date: _____
(Date Grievance Received)

NOTE: If a written decision to the grievance is not issued within ten (10) days of the date this grievance was received, the grievance is denied and the grievant may appeal to Level Two. The appeal must be filled within ten (10) days of the Level One Denial.

(THIS PORTION TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR.)

Immediate Supervisor's Decision: Grievance Denied ☐ Resolved ☐
Date Decision/Response Given to Grievant: _____

(Attach copy of written Decision/Response and submit to Superintendent's Office.)

_____
(Immediate Supervisor's Signature)

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT
GRIEVANCE FORM- LEVEL TWO

Grievance Number: _____

A Level Two written appeal to the Superintendent or Designated Grievance Representative must be filled within ten (10) days of a denial at Level One or the deadline within which the Level One Decision was to be made.

Grievant: _____ Work Location: _____

To: _____ Immediate Supervisor: _____
(Superintendent)

Reason for Appeal: _____

_____

_____

_____

_____ _____
(Grievant/Representative Signature) (Date)

NOTE: COPIES OF ALL MATERIAL UTILIZED IN LEVEL ONE MUST BE ATTACHED.

(Must be signed and dated by person receiving the Level Two Appeal.)

Level Two Appeal received by: _____
(Superintendent or Designated Grievance Representative)

Filing Date: _____
(Date of Receipt of Appeal)

NOTE: Within ten (10) days after the conference, a written decision and the reasons for such decision shall be transmitted to Grievant. If a written decision to this grievance is not issued within ten (10) days after this conference, the grievance is denied and the grievant may appeal to Level Three. The appeal must be filled within ten (10) days of the Level Two Denial.

(This Portion for Superintendent's Office Use Only)

Date of Conference: _____

Level Two Decision: Grievance Denied ☐ Resolved ☐ No Reply ☐

Date of Response to Grievant: _____ (Attach copy of response.)

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT
GRIEVANCE FORM- LEVEL THREE

Grievance Number: _____

The parties shall request the services of a mediator from the California State Conciliation Service within five days following written notice from the grievant that he/she is not satisfied with the decision at Level Two. The parties shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.

Grievant: _____ Work Location: _____

To: _____
(Board of Trustees)

Reason for Appeal: _____

_____

_____

_____

_____ _____
(Grievant/Representative Signature) (Date)

NOTE: COPIES OF ALL MATERIALS UTILIZED IN PRIOR LEVELS MUST BE ATTACHED.

(Must be signed and dated by person receiving the Level Two Appeal.)

Level Three Appeal received by: _____
(Superintendent or Designated Grievance Representative)

Filing Date: _____
(Date of Receipt of Appeal)

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT
GRIEVANCE FORM- LEVEL FOUR

Grievance Number: _____

In the event the Association is not satisfied with the result at Level Three, it may, within five days of completion of the Level Three proceedings, submit the grievance to arbitration through the American Arbitration Association. If the grievant is satisfied with the result at Level Four, or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.

I am not satisfied with the result at Level Three.
I request this grievance proceed to arbitration.

Grievant: _____ Work Location: _____

To: _____
(Superintendent)

_____ _____
(Grievant/Representative Signature) (Date)

(Must be signed and dated by person receiving the Level Two Appeal.)

Level Four Appeal received by: _____
(Superintendent or Designated Grievance Representative)

Filing Date: _____
(Date of Receipt of Appeal)

NOTE: COPIES OF ALL MATERIALS UTILIZED IN PRIOPR LEVELS MUST BE ATTACHED