

Tentative Agreement
Between
Palos Verdes Peninsula Unified School District
and
Palos Verdes Faculty Association

July 12, 2023

PVPUSD and PVFA have reached a Tentative Agreement on the reopeners for the final year of the 2020-23 Collective Bargaining Agreement and for the successor agreement beginning July 1, 2023 through June 30, 2026.

ARTICLE 2 -TERM

- 2-1 This Agreement shall remain in force and effect ~~from up to and including July 1, 2023 to June 30, 2026~~ 2025 to June 30, 2023. ~~The District and Association shall negotiate Article 7 — Compensation and Benefits; Article 4 — Association Rights; Article 6 — Hours of Employment; Article 10 — Discipline; Article 11 — Class Size; Article 15 — Personnel Files as reopeners, in addition, †The parties may reopen Article 7 – Compensation and Benefits and up to and two additional articles selected by each party for the second and third year of this agreement.~~ Thereafter this agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

- 4-6.1 The PVFA President shall receive either one-release period, equivalent to 20% of his/her **their** assignment, or will be placed on Salary Schedule 2.
- 4-8 Committee Representation:
- 4-8.1 The parties agree that it is in their mutual interest for the District to seek input from the Association regarding topics that affect PVFA bargaining unit members. In that spirit, at least one bargaining unit member **chosen by the Association** shall be provided an opportunity to serve on committees mutually established by the parties ~~to address contract and/or instructional related matters.~~ **With exception of the committees referenced in Article 24, Association representatives shall be chosen solely by PVFA.** If committee meetings are scheduled during the workday, unit members shall be granted release time during their workday at no loss of pay or benefits, to fulfill the committee obligations.
- 4-8.2 ~~In addition, at least one bargaining unit member shall be provided an opportunity to serve on District established interview panels as one part of the selection process for school/District administrators. This does not include interview panels consisting solely of Board of Education members and/or management employees. If interview panels are~~

~~scheduled during the workday, unit members shall be granted release time at no loss of pay or benefits, to fulfill the obligations to the interview panel.~~

Bargaining unit members selected by the Association serving on curriculum committees, that are reviewing, selecting, and/or adopting curriculum, shall comprise a majority. These committees shall serve in an advisory capacity, with their recommendations being subject to final determination by the District pending Board approval. Supplemental instructional materials may be selected by the District after consultation with teachers and other staff. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

4-8.3 In addition, at least one bargaining unit member chosen by the Association shall be provided an opportunity to serve on District established interview panels as one part of the selection process for school/District administrators. The bargaining unit member shall be chosen solely by PVFA. This does not include interview panels consisting solely of Board of Education members and/or management employees. If interview panels are scheduled during the workday, unit members shall be granted release time at no loss of pay or benefits, to fulfill the obligations to the interview panel.

ARTICLE 7 - COMPENSATION AND BENEFITS

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

~~2020-2021 School Year: Effective July 1, 2020, all unit members will receive 2% off-schedule, onetime compensation. In addition, unit members shall receive a \$750.00 Stipend (in addition to the amounts owed from 8/14/20 MOU).~~

2022-23 School Year: Effective July 1, 2022, all unit members' salary schedules will be increased by 6% (including career increments).

2023-2024 School Year: Effective July 1, 2023, all unit members' salary schedules will be increased by 4% (including career increments).

Effective June 30, 2024, all unit members will receive 2% off-schedule, one-time compensation.

7-2 Workdays / Calendar (and Appendix K) See Article 6-1 for unit members' required number of work days. The work year calendars for ~~2020-21, 2021-22, and 2022-23~~ **2023-2024** and **2024-2025** are a part of this agreement.

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

Administration shall not conduct mandatory school business with PVFA unit members on pre- and post-service workdays, which are floating days scheduled by mutual agreement between the unit member and the site administrator.

7-3 Normal step and column advancement shall occur (see Appendix A – Salary Regulations).

7-4 The District shall offer both 403(b) and 457(b) voluntary Deferred Compensation Plans.

7-5 FRINGE BENEFITS

7-5.1 CalPERS Health Plan

7-5.1.1 Section A - Benefits Active / Full Time Unit Members:

~~Effective January 1, 2022, the District will make the following annual contributions to fulltime unit members' medical insurance:—~~

~~\$6,777 for Employee Only —~~

~~\$8,799 for Employee + 1 Dependent—~~

~~\$9,984 Family Plan~~

Effective January 1, 2024, the tiered increase amount for annual insurance contribution will be increased by:

Additional \$5,000 for Employee Only

Additional \$5,666 for Employee +1 Dependent

Additional \$6,333 for Family Plan

Effective January 1, 2024 New Contribution Totals:

\$11,777 for Employee Only

\$14,465 for Employee + 1 Dependent

\$16,317 for Family Plan

1. Part-time unit members receive a prorated share of the annual contribution (See 7- 5.1.2 below).

2. The parties agree that the total annual District contribution for medical benefits for full-time current unit members shall not exceed the dollar figures in 7-5.1.1 above. Any increase in the CalPERS costs in excess of the above maximums, shall be paid by the unit member(s) through payroll deductions.

3. The District will contribute the same percentage for dental, vision, and life insurance as in 2006-07 for the term of the contract.

4. For the purpose of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as those dollar amounts set forth in Paragraph 7-5.1.1 above.

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

7-5.1.2 Section B - Eligibility of Employees Working in Less Than 100% Assignments

7- 13 Outdoor Education: Unit members shall be paid for the Elementary and Intermediate School Outdoor Education programs at the rate of ~~\$300~~ \$375 per night duty.

7-16 Combination Class: Unit members assigned to teach an elementary school nonspecial education combination class (students from more than one grade level) shall be paid a stipend of ~~5.73%~~ 6% based on their placement on the current salary schedule including career increments.

7-18 The District and PVFA will establish a taskforce in the 2023-24 school year made up of equal representatives to address the structure and compensation of Extra Pay Assignments listed in Appendix B, contingent upon the recommendation of the Task Force, not to exceed the rate to 6%. This shall be concluded by the Spring of 2024.-

ARTICLE 8 – PEER ASSISTANCE & REVIEW

8-5.3 Referred Participating Teacher: A Referred Participating Teacher is a permanent classroom teacher who received an “Unsatisfactory rating ~~in one or more areas in his/her~~ on the final evaluation involving subject matter knowledge and teaching methods. A Referred Participating Teacher shall be evaluated in the succeeding year and shall participate in the District’s PAR Program.

ARTICLE 9 - EVALUATION PROCEDURES

9-4 If a bargaining unit member receives **either a “Needs Improvement”** or an “Unsatisfactory” rating **on their final evaluation** in the area of teaching methods or instruction, the District will pay the tuition or registration fee for courses or programs recommended by the District, except in cases where bargaining unit members opt to use credit for the course for advancement on the salary schedule. The District will also provide released time, where appropriate, when attendance and/or participation in the formal elements of the program conflict with the bargaining unit member's regular assignment.

9-5 A unit member with an overall “**Unsatisfactory**” rating on the end of the year Final Evaluation will not advance a step on the salary schedule for the subsequent year. A unit member receiving such an evaluation shall be allowed to resume normal salary placement effective to the start of the year once an evaluation is issued without an “**Unsatisfactory**” rating. (Refer to Article 8 - Peer Assistance & Review).

ARTICLE 10 – DISCIPLINE

10-2 The District may issue written reprimands and warnings. The employees may submit a response or rebuttal to the written reprimand or warning, a copy of which will be retained in the records, along with the reprimand. Alleged violations by the District of the procedures relating to issuance of reprimands and warnings are subject to the grievance procedures of this

Agreement; however, the substance of the reprimand or warning is not subject to the grievance procedures. **For the purpose of this article, a Conference Summary shall not be considered disciplinary, unless the behavior is repeated thereafter.**

10-3 **The due process to be afforded unit members shall include the concepts of progressive discipline and the prohibition of disparate treatment.** ~~The concept of "progressive discipline" and the prohibition of disparate treatment by an administrator are to be generally applicable;~~ ~~Where the District imposes suspension without oral or written reprimand, such suspension shall be only for cause.~~

10-3.1 Progressive discipline **initiated by the District shall include the following steps unless the seriousness of the employees' conduct warrants omitting one or more of the steps as determined by the district:**

A conversation with the supervisor

A verbal warning

A Conference Summary

A written warning-

A written Letter of Reprimand

10-4.7 Disputes as to whether a suspension was based on cause or whether there has been a violation of the procedures set forth herein shall be resolved pursuant to the grievance procedures. A grievance regarding a suspension must be filed on the first day of the suspension or within ~~fifteen (15)~~ **twenty-five (25)** school days thereafter.

Article 11-Class Size

11-1.1 The District will allocate staff to school sites, on a District-wide basis, according to the following:

- Grades 9-12 based on a ratio of one full-time equivalent teaching position for up to 34_ students.
- Grades 6-8 based on a ratio of one full-time equivalent position for up to 34 students.
- Grades 4-5 based on a ratio of one full-time equivalent teaching position per 32 students.
- The District will make a reasonable effort to comply with Class Size Reduction (CSR) as revised using a staffing ratio of up to 24:1 (TK-3). However, if the District determines it can no longer fund the program(s) for budgetary, enrollment, or facility reasons, and/or the District changes budgetary priorities, the staffing ratio shall revert to 26:1 at TK through 3rd Grade.

11-1.3 In grades 6-12, the District will make every effort to limit an individual teacher load to 170 students in core area assignments (Math, Science, English / Language Arts, World Language, and Social Studies) with exceptions for those teaching six (6) periods. Every

reasonable effort will be made to limit an individual teacher load to 204 students for an assignment of six (6) classes.

Article 11-5: Class Size Abrogation

Effective 7/1/23: When the enrollment of student(s) exceeds the individual teacher class load in Article 11, but is not sufficient to reorganize classes in order to open an additional class/section, or where only one teacher within a school teaches classes that can accommodate the needs of the enrolling students (for reasons such as program offering, qualifications, or specialized training/authorization), thereby preventing the opening of an additional class or section, the District may place students in such classes. The District shall make reasonable efforts to equitably assign students among grade-level classes/courses offerings.

Receiving teachers in grades TK-3 with a class size of 25 (or revert to 27 should the district no longer be able to fund as outlined in 11-1.1) shall be compensated an additional:

- \$400 per trimester for one student over the maximum (prorated monthly)**
- \$800 per trimester for two students over the maximum (prorated monthly)**
- \$1200 per trimester for three to five students over the maximum (prorated monthly)**

Receiving teachers in grades 4-5 with a class size of 33 or more shall be compensated an additional:

- \$400 per trimester for one student over the maximum (prorated monthly)**
- \$800 per trimester for two students over the maximum (prorated monthly)**
- \$1200 per trimester for three to five students over the maximum (prorated monthly)**

Receiving teachers in grades 6-8 with a class size of 35 or more shall be compensated an additional:

- \$400 per trimester for one student over the maximum (prorated monthly)**
- \$800 per trimester for two students over the maximum (prorated monthly)**
- \$1200 per trimester for three to five students over the maximum (prorated monthly)**

Receiving teachers in grades 9-12 with a class size of 35 or more shall be compensated an additional:

- \$400 per semester for one student over the maximum (prorated monthly)
- \$800 per semester for two students over the maximum (prorated monthly)
- \$1200 per semester for three to five students over the maximum (prorated monthly)

11-6 Collaborating teachers shall have 1 release day per semester, 1 day per trimester, or any combination of hours equal to 1 day for the purpose of meeting with their collaborating partner. Collaboration shall take place during the school year.

ARTICLE 15 - PERSONNEL FILES

15-1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

15-2 Such material is not to include ratings, reports, or records which 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable ~~examination~~ **interview** committee members, or 3) were obtained in connection with a promotional ~~examination~~ **interview**.

15-3 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

15-4 Information **determined by the District to be** ~~of a derogatory nature~~, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee has been notified of the most recent incident causing the issuance of the document within twenty (20) work days and given an opportunity to review and comment thereon. **The employee shall have the right to meet with their supervisor to discuss the accuracy of such information. If the supervisor agrees that any or all such information is inaccurate, the inaccurate portion shall not be placed in the personnel file.** An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

15-5 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of non-confidential materials in such unit member's personnel file without charge.

July 2023							August 2023							September 2023							October 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
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16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31											10							20							23	

November 2023							December 2023							January 2024							February 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29		
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March 2024							April 2024							May 2024							June 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31						21						17						22	30						5		

Important Dates

- Aug 18 Pre-Service Day Certificated Staff/Student-Free Day
- Aug 21—22 Pre-Service Staff PD Days/Student-Free Days
- Aug 23 First Day of School TK-12/Minimum Day
- Sep 7 Back-to-School Night Grades TK—5
- Sep 8 Minimum Day Grades TK—5
- Sep 14 Back-to-School Night Grades 6—8
- Sep 15 Minimum Day Grades 6—8
- Sep 21 Back-to-School Night – PVHS & PVPHS
- Sep 22 Minimum Day – PVHS & PVPHS
- Sep 25 Staff PD Minimum Day/Student-Free Day
- Sep 28 Back-to-School Night—RDM
- Sep 29 Minimum Day—RDM
- Nov 28—30 Grades TK—5 Parent Conference Days/Minimum Day
- Dec 20—22 High School Examinations
- Dec 22 Minimum Day
- Jan 17—18 Grades 6 - 8 Parent Conference Days/Minimum Day
- Mar 14 Grades K-5 Parent Conference Day/Minimum Day
- Mar 29 Minimum Day
- May 24 Minimum Day
- Jun 4—6 High School Examinations
- Jun 5 Intermediate School Graduation
- Jun 6 High School Graduation
- Jun 6 Last Day of Classes/Minimum Day
- Jun 7 Post-Service Day Certificated Staff/Student-Free Day
- Jun 17 Summer Session Start Date

School Holidays

- Jul 4 Holiday – Independence Day
- Sep 4 Holiday – Labor Day
- Nov 10 Holiday – Veterans’ Day Observance
- Nov 20—24 Thanksgiving Break
- Dec 26—Jan 6 Winter Break
- Jan 15 Holiday – Martin Luther King Jr. Day
- Feb 16 Local Holiday
- Feb 19 Holiday – President’s Day
- Apr 1-5 Spring Break
- May 27 Holiday – Memorial Day
- Jun 19 Holiday – Juneteenth

High School Reporting Periods (Quarters)

- 1st: Aug 23 – Oct 13
- 2nd: Oct 16 – Dec 22
- 3rd: Jan 8 - Mar 22
- 4th: Mar 25 - Jun 6

TK – 8th Grade Reporting Periods (Trimesters)

- 1st: August 23 – November 17
- 2nd: November 27 – March 1
- 3rd: March 4 – June 6

- 180 Total Student School Days
- 185 Certificated Work Days/PD Day
- Classified Holidays in Red on Calendar

****Teacher Workdays within given month**

July 2024							August 2024							September 2024							October 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31		
												11							20							23	

November 2024							December 2024							January 2025							February 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	23	24	25	26	27	28		
						15						15						19							18		

March 2025							April 2025							May 2025							June 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30					
30	31					21						17						21							5		

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- Sep 6 Minimum Day Grades TK - 5
- Sep 11 Back to School Night Grades 6 – 8
- Sep 13 Minimum Day Grades 6 – 8
- Sep 18 Back to School Night – PVHS & PVPHS
- Sep 20 Minimum Day – PVHS & PVPHS
- Sep 25 Back to School Night – RDM
- Sep 27 Minimum Day – RDM
- Oct 3 Staff PD Minimum Day/Student Free Day
- Dec 3-5 Grades K-5 Parent Conference Days/Minimum Day
- Dec 18 – 20 High School Examinations
- Dec 20 Minimum Day
- Jan 22-23 Grades 6 - 8 Parent Conference Days/Minimum Day
- Mar 6 Grades K-5 Parent Conference Day/Minimum Day
- Apr 4 Minimum Day
- May 23 Minimum Day
- Jun 3-5 High School Examinations
- Jun 4 Intermediate School Graduation
- Jun 5 High School Graduation
- Jun 5 Last Day of Classes/Minimum Day
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- Jun 23 Summer Session Start Date

School Holidays

- Jul 4 Holiday – Independence Day
- Sep 2 Holiday – Labor Day
- Nov 11 Holiday – Veterans Day Observance
- Nov 25-29 Thanksgiving Break
- Dec 23 – Jan 3 Winter Break
- Jan 20 Holiday – Martin Luther King Jr. Day
- Feb 14 Local Holiday
- Feb 17 Holiday – Presidents’ Day
- Apr 7-11 Spring Break
- May 26 Holiday – Memorial Day
- Jun 19 Holiday – Juneteenth

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- 1st: Aug 21 – Oct 11
- 2nd: Oct 14 – Dec 20
- 3rd: Jan 6 - Mar 28
- 4th: Mar 31 - Jun 5

TK – 8th Grade Reporting Periods (Trimesters)

- 1st: August 21 – November 15
- 2nd: November 18 – March 7
- 3rd: March 10 – June 5

180 Total Student School Days
 185 Certificated Work Days/PD Day
 Classified Holidays in Red on Calendar

***Teacher Workdays within given month*