

Tentative Agreement 7/25/08

ARTICLE 7 - COMPENSATION AND BENEFITS

- 7-1 Unit members will be paid according to the attached Appendices D through K, as appropriate according to assignment.
- 7-2 The teacher work year will be 185 days as long as the state of California continues to fund staff development buy back days. These days will be designated on the school calendars in Appendix I and **shall be considered regular work days.** ~~Teachers who do not attend three (3) mandatory days of staff development shall be docked one day of compensation for each day missed. Reimbursement from members shall be accepted, in lieu of docking pay, for actual costs to the District of missed day(s), if payment is made during the same budget year in which the day(s) was missed.~~
- 7-3 **Effective July 1, 2008, certificated salary schedules in Appendices D – K shall be increased by the same percentage change in the state funded cost-of living (COLA) as defined in Education Code 42238.1 received by the District during 2008-09 school year (reduced for any state deficit applied) less 1.5%. Normal step and column advancement for 2008-09 shall occur and this provision cannot result in a reduction to the salary schedules.** ~~Contingent upon the state providing COLA funding to the base revenue limit as proposed for 2007-08 in the Governor's May Revise, all bargaining unit salary schedules shall be increased by 3 % effective July 1, 2007. Should the adopted state budget reflect a decrease in the base revenue limit COLA, the district shall decrease the percentage applied to all salary schedules by a percentage amount equal to the reduction in the base revenue limit from the original May Revise estimate. Conversely, should the state budget reflect an increase in the effective COLA funding to the base revenue limit funding, the district shall increase the percentage applied to all salary schedules by a percentage amount equal to the increase over the base revenue limit from the original May Revise estimate.~~
- The District shall ~~make every effort to implement a offer both 403(b) and 457(b) Deferred Compensation Plans for 2008.~~

7-4 **FRINGE BENEFITS**

The District will contribute the same percentage for dental, vision, and life Insurance, and ~~income protection~~ as in 2006-07 for the term of the contract.

7-4.1 CalPERS Health Plan

7-4.1.1 Section A – Benefits

Active / Full Time Unit Members: Effective January 1, ~~2009~~ 2008 the District will make the following annual contributions (paid tenthly) to full-time unit members medical insurance:

\$4430 ~~4265~~ for Employee Only

\$5900 ~~5750~~ for Employee + 1 Dependent

\$6700 ~~6575~~ for Family Plan

(Part-time unit members receive a prorated share of the annual contribution – See 7-4.1.2 below.)

Retirees, ages 55-65 with 15 years employment: CalPERS Minimum Base Rate + (plus) District Supplement shall not exceed ~~\$3276~~ **\$3000**.

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

Other items:

1. If the amount of the District's contribution that is required by CalPERS is increased above \$64.60 per month (\$775.20 per year), the amount of the supplemental reimbursement for retirees (\$2500 per year) to be paid by the District shall be reduced in a like amount.
2. The parties agree that the total annual District contribution for medical benefits for full-time current unit members shall not exceed the dollar figures in 7-4.1.1 above. Any increase in the CalPERS costs in excess of the above maximums, shall be paid by the unit member(s) through payroll deductions.
3. The parties agree that the total annual contribution for medical benefits for retirees between the ages of 55-65 with fifteen (15) years of service with the District, including the CalPERS minimum base rate and District supplemental reimbursement shall not exceed ~~\$3276~~ **\$3000** per year.
4. For the purpose of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as those dollar amounts set forth in Paragraph 7-4.1.1 above.

7-4.1.2 Section B - Eligibility of Employees Working in Less Than 100% Assignments

All of the bargaining unit members who work in not less than a 50% full-time equivalent position shall be eligible to participate in the Health plan, with the District's contribution and supplemental reimbursement to be prorated in accordance with the percentage of their full-time equivalent position. The following chart illustrates the application of this prorating formula:

<u>DAILY ASSIGNMENT</u>	<u>% OF AMOUNT PAID BY DISTRICT</u>
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

No employee whose assignment is less than 50% shall be entitled to any health and welfare benefits.

The amount of the contribution and supplemental reimbursement paid on behalf of qualified retirees between the ages of 55 and 65 shall be prorated in accordance with the above formula.

Pro-rated District contribution and supplemental reimbursement are for newly-hired/approved part-time unit members, hired after June 15, 1992, (providing they are at least 0.5 full-time equivalent employees), thus "grand-fathering" persons presently employed part-time and presently receiving full-time benefits.

7-4.1.3 Section C - Retired Employees

Unit members who retire from active service under the STRS shall be entitled to receive the basic District retiree medical contribution not to exceed \$64.60 a month (\$775.20 per year) toward the purchase of a retiree-only PERS medical benefit so long as the District continues to participate in the PERS retirement plan. Upon termination of the District's participation in the PERS medical insurance plan or its successor, the District shall have no further obligation for payment of retiree's medical contribution.

7-4.1.4 Section D - Compliance with the California Public Employees Retirement Law

It is agreed that all of the provisions of Article 6, Section 3 are subject to the approval of The Public Employees Retirement System which will review these Sections of the agreement to determine if the provisions in this agreement are in compliance with the law in regard to the PERS Health Plans.

7-4.1.5 The District will implement an expanded IRC 125 plan for interested unit members.

7-4.1.6 The District will provide a confidential Employee Assistance Plan (EASE) for unit members.

7-5 Pay of unit members for period substitution (grades 6-12) shall be at the rate of \$34.00 per hour effective September 1, 2007.

7-6 The District will make a per year supplemental reimbursement (as explained in 7-4.1.1) , which may only be applied toward additional group medical coverage for bargaining unit members who retire and who are at least 55 years of age and who have at least 15 years of service in the District. This supplemental reimbursement will continue until the retiree reaches age 65, or until death of the retiree prior to age 65, whichever comes first. If the age for Medicare eligibility changes, both parties agree to meet and negotiate regarding this article.

7-7 Unless otherwise indicated in this agreement, when District representatives and unit members agree to the assignment of a unit member to a paid task and or responsibility outside the normal assignment and/or during the summer, pay shall be at the rate of \$34.00 per hour effective September 1, 2007. The District reserves the right to determine the need for any such assignments.

- 7-8 Counselors, nurses and librarians, whose number of required workdays exceeds the number of required workdays for teachers, shall be paid for the added days. The pay for each required added day shall be the unit member's daily rate, as determined by the unit member's placement on the teachers' salary schedule.
- 7-9 Unit members will be compensated for extra-duty assignments as defined by the District according to the schedules in Appendix B. To qualify for compensation for extra-duty assignments unit members shall: (1) receive prior approval from the District for the assignment, (2) receive pay for no more than two extra-pay assignments in any one school year, unless specifically authorized by the Superintendent or designee, and (3) spend a total of not fewer than 300 hours performing the duties of the assignment.
- 7-10 Unit members eligible to receive mileage payment shall be paid at the maximum rate allowed by the Internal Revenue Service (IRS) for income tax purposes.
- 7-11 Unit members shall be paid for the Elementary School Outdoor Education program at the rate of \$100 per night duty.
- 7-12 Sixth period assignment compensation at the high school and intermediate schools will be paid at 20% of the unit member's daily rate for each day the unit member is assigned to that class.
- 7-13 The daily rate of pay for summer school, including preparation time, will be on an hourly basis and pay five (5) hours for a four (4) hour class, and two and one-half (2 1/2) hours for a two (2) hour class. The unit member's hourly rate will be determined by taking his/her monthly salary and dividing by 140 (20 days x 7-hour day).
- 7-14 Compensation for retired teachers (Teachers receiving STRS benefits) shall be based on the actual percentage of the full-time equivalency rate (i.e. 40%, 50%, 60%) for Column III – Step I. These teachers shall be employed on a semester-by semester (trimester by trimester) temporary status based on District need. PVFA shall be consulted regarding the employment of retirees if the total number exceeds the equivalent of two FTE positions.
- 7-15 Unit members assigned to teach an elementary school non-special education combination class (students from more than one grade level) shall be paid a stipend of \$2500 per school year.
- 7-16 Effective January 1, 2007, the District contribution to dental insurance premiums for unit members in the Employee + 1 plan shall be increased to an amount equal to the dental insurance premium contribution for unit members in the Employee Only plan.

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ARTICLE 11 - CLASS SIZE HIRING RATIOS

- 11-1 The District will staff, on a District-wide basis, grades 9-12 based on a ratio of one full-time equivalent teaching position ~~for up to 32 per 30 students for 2008-09 and 2009-10~~; grades 6-8 based on a ratio of one full-time equivalent position ~~for up to 32 per 31 students for 2008-09 and 2009-10~~; grades K-3 based on a ratio of one full-time equivalent teaching position per 20 students; grades 4-5 based on a ratio of one full-time equivalent teaching position per 32 students. ~~and Kindergarten based on a ratio of one full-time equivalent teaching position per 28 students.~~ In computing these ratios the following shall be excluded: management and supervision personnel, special education teachers, librarians, counselors, psychologists, nurses, music, science, and reading specialists, and personnel employed to work exclusively on federally-funded programs.

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 and Social Studies) with exceptions for High School AP and/or Honors designated teachers and those teaching six (6) periods.

- 11-2 The District shall ~~continue to offer Class Size Reduction (CSR) classes for Kindergarten (28:1 Ratio — Option 2) and 1st through 3rd Grade under Option 1.~~ However, the District reserves the right to reduce or eliminate participation in the CSR Program (Option 1 and/or Option 2) 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. In such cases, the staffing ratio **shall revert to** ~~increases will be limited to no more than 28:1 at K 1st through 3rd Grade.~~
- 11-3 The District shall ~~continue~~ implementation of Option 1 (20:1) Kindergarten **at all schools beginning in 2008-09 will assure an instructional day of 240 minutes per day at each site. Individual sites may approve alternative schedules (as per contract provision 20-2) with banked minutes for early dismissal as long as the Kindergarten instructional day averages at least 240 minutes per day. (240 instructional minutes) in 2007-08 at a minimum of two additional sites in accordance with District goals, budgetary constraints, enrollment, programmatic needs and facilities as determined by the District with input from the Association.**
- 11-4 ~~For 2007-08, Kindergarten aide time will be frozen at a maximum of 10 hours per week at schools where such aide positions exist. Aide time may be established or increased at individual sites, through the use of school site funds. In accordance with past practice, classes that exceed 28 students will receive more aide time or additional funds for classroom materials or equipment.~~
- 11-5 ~~During 2007-08, the District will establish an Advisory Committee to explore and assess current and alternative Kindergarten programs with focus on enhancing the District "Early Primary Program". After due consideration of Advisory Committee recommendations, the District may at its discretion lengthen the Kindergarten instructional day beyond 240 minutes in 2008-09.~~
- 11-6 The staffing formula for the high school (30:1) and intermediate school (31:1) shall be based on Average Daily Attendance (ADA) ~~not enrollment.~~ The District will confirm compliance with the contractual staffing ratios **by the third week of the school year and the first week of the second semester.** ~~For example, if~~

~~a school has an enrollment of one thousand (1000) students and an Average Daily Attendance of 97%, staffing will be based on 970 students.~~

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

11-4.1 Education Code Section 56362c – RSP Teachers 28:1. Effective July 1, 2005, the parties will take all necessary steps to support and successfully apply for a waiver from the State in order to increase the RSP caseloads to 32:1.

11-4.2 Education Code Section 56363.3 – Speech and Language Specialists 55:1. (Additional compensation will be considered when a case load exceeds 55:1).

11-4.3 In addition, the Education Code also establishes a process for waiving these limits.

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ARTICLE 24 - SITE BASED DECISION MAKING

The District and the Association recognize that empowering unit members through a process which allows them to have increased responsibility for making collective decisions at individual sites will improve effective professional practice and improve the educational process.

24-1 Individual school sites may request waivers from this Agreement and/or Board Policies subject to the following conditions:

- 24-1.1 The proposal must originate from the school site and be supported by at least two-thirds of the unit members at that site.
- 24-1.2 The proposed waiver must be presented in a timely fashion (60 days) to the District and PVFA with a written rationale in support of the changes.
- 24-1.3 Implementation of the proposal is subject to final approval by the Superintendent or her/his designee and the Association.
- 24-1.4 The waiver shall be valid for one year. The proposed changes can be renewed in succeeding years on the same grounds as specified in this Article.

24-2 High School Department Chairs and Curriculum Leaders shall be elected annually by members of the department and shall be permanent teachers who volunteer or are nominated by fellow teachers in the department (with the consent of the nominee).

For purposes of this article, a unit member must be assigned to a department for fifty percent or more of their class assignments to be considered a member of a specific department and to be eligible to serve as Department Chair or Curriculum Leader. Candidates for these positions shall be elected by a formal vote of department members and the principal shall be informed of the results.

Department Chairs, Curriculum Leaders and Counselors will be given an opportunity to have input in development of the master schedule at intermediate and high school.

24-3 A site based process **utilizing a faculty advisory committee or equivalent** shall be implemented **at each site** for PVFA and its unit members to provide input regarding:

- 24-3.1 Potential School/~~District~~ Budget Cuts
- 24-3.2 Special Education Programs/Services
- 24-3.3 School/~~District~~ Calendar
- 24-3.4 Staff Development Days ("~~Buy Back Days~~") (If funded by the State)
- 24-3.5 Adjunct Duties & Responsibilities
- 24-3.6 Bell/School Schedules

Note: Language in bold is new; other language is current and has been pulled from elsewhere in the current contract.

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APPENDIX B – MOUs ~ None

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

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

- ~~———— In order to control future cost increases for medical insurance, it is the intent of the parties to establish a Health Insurance Committee consisting of three (3) representatives chosen by PVFA, three (3) representatives chosen by CSEA, the Deputy Superintendent of Business Services, the Director of Human resources, one (1) confidential employee, and one (1) site administrator.~~
- ~~———— The purpose of this committee is to review proposals from health insurance carriers that provide comparable coverage (plan specifications) to the current CalPERS medical plans and present a recommendation to the Board of Education.~~
- ~~———— Once shared with and approved by the bargaining units, the Health Insurance Committee shall make recommendations to the Board of Education prior to May 1, 2007 regarding any new medical insurance providers.~~
- ~~———— If a proposal(s) from a health insurance carrier(s) offers comparable medical coverage (plan specifications) to CalPERS, and is approved by the bargaining units and the Board of Education, the District may terminate its agreement, within the statutory timelines, with CalPERS and enter into an agreement with the new medical insurance provider.~~

~~Date: 1/31/07~~

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

6-12 Having met and negotiated in good faith, PVFA and the Palos Verdes Peninsula Unified School District agree to the following concerning Shared Teaching Assignments:

Eligibility:

1. Shared teaching assignments shall be available only to tenured teachers who possess a clear credential, who are already employed by the district and who have mutually agreed to work together. Teachers may submit their request for such an assignment to the Superintendent or designee by March 1 of the preceding school year.

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

Hours and Responsibilities:

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

Salary, Leaves and Absences:

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

Date: 1/31/2007