#### **Tentative Agreement**

#### Palos Verdes Peninsula Unified School District

#### and

#### **Palos Verdes Faculty Association**

PVPUSD and PVFA have reached a tentative agreement to settle the collective bargaining agreement for the term July 1, 2020 through June 30th, 2023. As part of this contract, PVPUSD and PVFA have reached "Tentative Agreements" on:

- Article 7-Compensation and Benefits
- Article 8-Peer Assistance and Review (PAR), both parties agree to maintain current contract language
- Article 9-Evaluation Procedures
- Article 12-Transfers and Reassignments
- Article 13-Leave Provisions
- Article 14- [Health and] Safety Conditions
- Article 24-Site Based Decision Making
- The 2021-22 Staff Work Year Calendar and Options A and/or B for the 2022-23 Staff Work Year Calendars.

Both parties agree that the 2022-23 reopeners will include articles 4, 6, 7, 10, 11, and 15.

For the District

For PVFA

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#### PALOS VERDES FACULTY ASSOCIATION

### PROPOSAL FOR SUCCESSOR AGREEMENT TO PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

#### December 14, 2021 12:45am

The Palos Verdes Faculty Association makes the following proposal for a successor to the July 1, 2018 through June 30, 2020 PVFA/PVPUSD Collective Bargaining Agreement.

PVFA reserves the right to make additional proposals during the course of negotiations. Where no changes are indicated, PVFA intends existing contract provisions to remain in effect. During the course of negotiations, the Association reserves the right to modify and further define its proposals.

Article 7-Salary and Fringe 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, 2018 2020, all unit members' salary schedules will be increased by 76% (including Career Increments). unit members will receive 1.5% 3% 2% off schedule, one-time compensation Effective July 1, 2019, all salary schedules will be increased by 1.0% (including Career Increments). In addition, unit members shall receive a \$750.00 Stipend (absent in addition to the amounts owed from 8/14/20 MOU).

2021-2022 School Year: Effective July 1, 2021, all unit members' salary schedules will be increased by 1.0% 5.07% 2.5% 4.75 4.25% 4.0% (including Career Increments). All unit members will also receive 1.5% off schedule, one-time compensation. In addition, unit members shall receive .25% .75% off-schedule, one-time compensation.

<u>2022-2023 School Year: The District and the Association shall negotiate salary, benefits</u> and reopeners referenced in Article 2-Term.

Career Increment Step 24 shall replace Career Increment Step 25. A new Step 28 Career Increment shall be added to all certificated salary schedules.

7-2 Workdays / Calendar (and Appendix K) See Article 6-1 for unit members' required number of work days. The work year calendars for 2019-20 and 2020-21, and 2021-22 and 2022-23 are a part of this agreement (see attached).

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All compensation for a 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 <u>mandatory</u> 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, 2019 2022, the District will make the following annual contributions to full-time unit members medical insurance:

\$5,777 \$12,433 \$6,777 \$9,135 \$7,277 \$6,777 for Employee Only

\$7,549 \$14,205 **\$8799 \$8,549 \$10,907 \$9,549 \$8,799** for Employee + 1 Dependent

\$8,484 \$15,140 \$9984 \$9,484 \$11,842 \$10,984 \$9,984 for Family Plan

<u>Unit members who opt out of for the Employee Only of District paid health benefits level shall receive an annual one-time Stipend of \$300 10% 8% of the difference of the unused benefits amount the Employee Only benefit.</u>

7-5.1.1 Section A - Benefits Active / Full Time Unit Members: Effective January 1, 2019 2022, the District will make the following annual contributions to full-time unit members medical insurance:

Either \$1,000 put towards all unit-member's benefits, effective January 1, 2022 (see above)

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OR.

Tiered benefit structure: effective January 1, 2022

\$750.00 **\$1,000** to Employee Only

\$1,000 <u>\$1250</u> to <u>Employee + 1 Dependent</u>

\$1,500 \$1500 to Employee Family Plan

- ±. 7-5.1.1.1 Part-time unit members receive a prorated share of the annual contribution (See 7- 5.1.2 below).
- 2. 7-5.1.1.2 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. 7-5.1.3 The District will contribute 100% continue to maintain its same contribution the same percentage for eligible unit member of the premiums for dental, vision, and life Iinsurance plans as in 2006-07 for the term of the contract.
- 3. 7-5.1.1.3 The District will contribute the same percentage for dental, vision, and life Insurance as in 2006-07 for the term of the contract. (revert to current language)
- 4. 7-5.1.1.4 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. 7-5.1.<u>1.5</u> 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

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:

% OF AMOUNT PAID BY DISTRICT
50%
60%
70%
80%
90%

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

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

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

7-5.1.3 The District will maintain an expanded IRC 125 plan for interested unit members and encourage participation.

7-5.1.4 The District will provide a confidential Employee Assistance Plan (EASE) for unit members.

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#### Other Compensation:

7-6 Per Period Substitution: Pay of unit members for period substitution (grades <u>TK</u>6-12) shall be at the rate of \$45.00 <u>\$50.00</u> per hour effective July 1, 2021 or their Professional Hourly Rate, whichever is greater.

- 7-6.1 A unit member working at the elementary level who is substituting for an absent teacher shall be compensated an additional at their Professional Contract Hourly Rate or \$50.00 per hour, whichever is greater or provided compensatory time on an hour for hour basis. Under no circumstances shall elementary unit members be assigned more than 14 17 students beyond their regular roster on any day.
- 7-7 Retiree Supplemental Reimbursement: The District will make a per year supplemental reimbursement (as explained in Article 18), 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. Effective January 1, 2022, no new employees hired after this date will be eligible for this benefit.
- 7-8 <u>Contract Hourly Rate</u>: 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 unit member's Professional Rate or the rate of \$45.00 \$50.00 per hour effective July 1, 2021 whichever is greater. The District reserves the right to determine the need for any such assignments.
- 7-9 <u>Professional Hourly Rate</u>: Shall be determined by the dividing the <u>full-time</u> bargaining unit member's annual salary <u>rate</u> by the number of contractual workdays, then dividing by seven (7).
  - 7.9.1 All unit member work shall be paid at the Professional Hourly Rate unless otherwise delineated in this Agreement. When unit members' attendance is mandatory outside of the working day, the unit members shall be paid at their Professional Hourly Rate. Unit members' voluntary participation shall be compensated at the Contract Hourly Rate of \$50 per hour (effective July 1, 2021).
- 7-10 Professional Daily Rate: Shall be determined by the bargaining unit member's annual salary rate divided by the number of contractual workdays. The annual salary rate for unit members working less than a full time assignment shall be likewise calculated.
- 7-9 11 Extra Duty Assignments: 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.

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- 7-10 12 Mileage: 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 13 Outdoor Education: Unit members shall be paid for the Elementary and Intermediate School Outdoor Education programs at the rate of \$300 \$500 per night duty.
- 7-12 14 Sixth Period Assignment: 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 (See Salary Schedule 2).
- 7-13 15 Summer School: The daily Professional Hourly #Rate of pay for District 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 regular Professional \( \frac{1}{4} \)Hourly #Rate will be utilized for summer school pay.
  - 7-15.1 The District shall not enter into agreements with Anny subcontractor retained by the District to provide a summer or extended year program that does not shall adhere to the compensation and benefits provided by this agreement.
  - 7-15.2 The District shall not enter into agreements with Aany subcontractor retained by the District to provide a summer or extended year program shall that does not prioritize PVFA unit members in the staffing of said program. No position in a PVPUSD credited summer or extended year program shall be granted to a non-PVFA unit member without first seeking a current PVFA unit member to employ.
- 7-14 16 Combination Class: 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 5.73 7% based
- on their placement on the current salary schedule including career increments. For purposes of this article, teachers teaching both under the Hybrid and Distance Learning Model shall be considered teaching a combination class(es).
- 7-15 17 Staff Professional Development: Staff Professional Development Delays shall be designated on the school calendar as noninstructional days and unit members shall be paid the greater of \$50 per hour er their individual regular Professional dDaily rRate of pay.
- 7-18 The creation of a Merit-Based Compensation Pay Committee with unit member representation on that committee chosen by PVFA as well as Certificated volunteers. Merit-Based Compensation: It is the District's intent to discuss opportunities for Merit-Based Compensation. ON WOR

APPENDIX B -- SALARY – Extra Pay Assignments

- B-1 Compensation to unit members for District-approved extra-pay assignments shall be  $\underline{5.73}$   $\underline{7}\%$  based on their placement on the current teachers' sSchedule A not including career increments.
- B-2 The activities for extra-pay assignments are as follows and are limited to no more than two (2) stipends per year per unit member. Exception to the two (2) assignments per unit member rule may be made at the sole discretion of the Superintendent or designee.
- 1. Band, Drama, Forensics, Vocal Music, Model United Nations, Academic Decathlon Advisor, High School Math Team/Club Sponsor
- 2. Pep Club (Song and Cheer), Drill Team, School Yearbook, School Newspaper
- 3. All Varsity Head Coaches (boys and/or girls)
- 4. Activities Director (two [2] stipends)
- 5. Athletic Director (2)
- 6. Department Chairperson
- 7. Dance
- 8. All coaches other than Varsity Head Coaches
- 9. Drama Production/Stagecraft, Spring Musical Director, Spring Orchestra Director
- 10. Intermediate Math Club Advisors, Intermediate Yearbook Sponsor
- 11. Lead Teacher
- 12. Lead Teacher at Satellite Sites (1.5 Stipends).
- 13. Five additional stipends for high school academic programs.
- B-3 Unit members with earned doctorate degrees from WASC, or comparably accredited institutions in a field related to their work assignment and/or National Board Certification, shall receive an annual a stipend of \$1,000 \$1500 paid twice per work year. Unit members earning both a doctorate and National Board Certification shall receive a \$3,000 \$2,000 stipend annually.

#### NOTE:

The above comprehensive compensation proposal is contingent on agreement on remaining pending issues, including the withdrawal of standing grievances and the Unfair Labor Practice filed by PVFA. This will complete negotiations for the 2020-2021 and 2021-2022 school years.

### PALOS VERDES FACULTY ASSOCIATION (SBUT/CTA/NEA)

#### PROPOSAL FOR SUCCESSOR AGREEMENT

June 4, 2021 12pm

PVFA rejects the changes proposed below to Article 8-Peer Assistance and Review

#### June 4, 2021 at 9am

#### **ARTICLE 8 – TEACHER ASSISTANCE**

#### 8-1 Peer Teacher Assistance and Review Program

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

#### 8-2 TAP CommitteePAR Panel

- 8-2.1 The <u>TAP</u> committee shall consist <u>PAR Panel shall consist of five (5)</u> members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by certificated classroom teachers through a process established by the Association. Both parties retain the right to replace their own representatives.
- 8-2.2 The term of office for teacher members on the Panel shall be three years. However, the initial term of service shall be staggered as follows: 1 one-year, 1 two-year, and 2 three-year terms.
- 8-2.23 The TAP Committee PAR Panel shall meeting when it is determined necessary to support teachers in TAP. Par Panel shall meet four (4) times each school year, unless additional meetings are determined necessary by a vote of five (5) PAR Panel members. Such meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation. To meet, 5 PAR TAP panel members must be present. Teacher Par Panel members will receive an annual stipend as determined by the panel.
- 8-2.4 The PAR Panel shall make every effort to reach consensus on all decisions; however, absent consensus a majority vote will prevail.

#### 8-3 PAR Panel Responsibilities:

8-3.1 Recommending rules and procedures, subject to final approval by the District and Association, including the method for selection of a Chairperson. Said Rules and

- Procedures shall be consistent with the provisions of this Agreement, applicable law, Board Policies, and District Regulations.
- 8-3.2 Distributing, at the beginning of each school year, a summary of the adopted rules and procedures to all unit members and administrators.
- 8-3.3 Establishing and submitting a proposed annual budget for the PAR Program for final approval to the Board of Trustees. The PAR Panel shall refrain from taking any actions which might exceed the Board approved annual budget for the PAR Program.
- 8-3.4 Coordinating training to meet the needs of the program and its participants.
- 8-3.5 Sending written notification of participation in the PAR program to Participating Teachers.
- 8-3.6 Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
- 8-3.7 Establishing rules and procedures for selecting Consulting Teachers.
- 8-3.8 Selecting and assigning Consulting Teachers to Participating Teachers.
- 8-3.9 Recommending guidelines for Consulting Teachers and their activities, subject to final approval by the District and Association.
- 8-3.10 Reviewing Assistance Plans and assessment reports prepared by Consulting Teachers.
- 8-3.11 Evaluating annually the impact of the PAR program and making recommendations to Association and the District for improvement.
- 8-3.12 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding the names of Referred Participating Teachers to the Governing Board prior to April 15th of each school year, who, after sustained assistance, are unable to demonstrate satisfactory improvement.
- 8-3.13 Maintaining confidentiality regarding the PAR Panel proceedings and assessment plan reports prepared by consulting teachers to the extent required by law.

#### 8-4. Consulting Teachers

8-4.1 Qualifications

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

8-4.1.1 At least four (4) years of recent classroom teaching experience in the District.



- 8-4.1.2 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.
- 8-4.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- 8-4.1.4 Ability to communicate effectively both orally and in writing.
- 8-4.1.5 Ability to work cooperatively and effectively with others.

#### 8-4.2 Appointment Process

- 8-4.2.1 The number of Consulting Teachers shall be determined by the PAR Panel, based upon participation in the PAR Program, the available budget, and other relevant considerations. Models for Consulting Teacher positions may include full-time, part-time, and job share and or extra pay assignments
- 8-4.2.2 Notice of Consulting Teacher openings shall be posted at each school site for a period of not less than twenty (20) workdays. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
- 8-4.2.3 Consulting Teachers shall be selected by the PAR Panel after at least one teacher and one District representative on the PAR Panel have conducted a site visitation and a classroom observation.
- 8-4.2.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Participating Teacher.
- 8-4.2.5 Consulting Teachers shall be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be three years (3), which may be extended by the PAR Panel for one consecutive term. Consulting Teachers shall be paid a stipend of \$1500 per assigned Participating Teacher, not to exceed a caseload of three (3) Participating Teachers. Exceptions to this stipend may be made by the PAR Panel, not to exceed an annual total of \$4500.

#### 8-5 Types of Program Participation

- 8-5.1 Volunteer Participating Teacher: A Volunteer Participating Teacher is a classroom teacher who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Volunteer Participating Teachers to the PAR Program based on available Consulting Teachers after completing all Referred Participating Teacher assignments, the PAR budget and other relevant considerations.
  - 8-5.1.1 Classroom teachers, who have not been referred to the PAR Program, may volunteer to participate. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. PAR Panel shall accept Volunteer Participating Teacher in the PAR Program based upon

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- participation in the PAR Program, the PAR budget, and other relevant considerations.
- 8-5.1.2 Oral communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with the Participating Teacher's evaluator or the PAR Panel, without the written consent of the Participating Teacher.
- Professional Growth Activities: Classroom teachers may make requests to participate in professional growth activities. An application "mini grant" will be made to the PAR panel with the proposed scope of work, the defined goals, and a plan that supports sustainable professional-growth (i.e. CTSP and curriculum standards) including peer collaboration. A final report will be provided to the PAR panel to share the work completed.
- 8-5.3 Referred Participating Teacher: A Referred Participating Teacher is a permanent classroom teacher who received an unsatisfactory rating in one or more areas in his/her final evaluation involving subject matter knowledge and teaching methods. A Referred Participating Teacher shall be evaluated in the succeeding year and shall participate in the District's TAP PAR Program.
  - 8-5.3.1 On or before the end of the prior school year, the Participating Teacher's evaluator shall send a copy of the Participating Teacher's unsatisfactory evaluation to the TAP Committee PAR Panel.
  - 8-5.3.2 On or before the fourth week of school, the TAP Committee PAR Panel shall provide written notification to the Participating Teacher of the Participating Teacher's placement in the TAP Committee PAR Panel and the Mentor Consulting Teacher assignment.
  - 8-5.3.3 On or before the fifth week of school, the Mentor Consulting Teacher, the Participating Teacher and the Participating Teacher's evaluator shall meet to review the specific teaching/instructional areas identified as unsatisfactory in the Participating Teacher's final evaluation and an assistance plan shall be developed between the Mentor Teacher and the Participating Teacher.
    - 8-5.3.3.1 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory in the final evaluation. Mentor Teachers shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both preobservation and post-observation conferences.
    - and with 8-5.3.3.2 During the assistance plan period, the Mentor Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the Participating Teacher's progress.

- 8-5.3.4 The Mentor Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic interim written summaries to the Referred Participating Teacher and the <u>TAP Committee</u> <u>PAR Panel</u> for discussion and review.
- 8-5.3.5 On or before March 15, the Mentor Teacher shall complete a final report of the Referred Participating Teacher's participation in the assistance plan. The review shall identify the areas needing improvement, the assistance provided to the Participating Teacher and assessment of the results of the assistance, including a statement whether the Participating Teacher satisfactorily achieved the scope of work of the assistance plan. The final report shall be provided by Mentor Teacher to the <u>TAP Committee PAR Panel</u>, Participating Teacher and evaluator. The Participating Teacher shall sign the report acknowledging receipt and shall have the right to submit a written response to the <u>TAP Committee PAR Panel</u> within ten (10) workdays from the receipt of the report.
- 8-5.3.6 On or before April 15th, the <u>TAP Committee</u> <u>PAR Panel</u>-shall submit to the Governing Board the names of Participating Teachers who, after sustained assistance, were unable to demonstrate satisfactory improvement in the <u>TAP Committee PAR Panel</u>-Program.
- 8-5.3.7 The final report and related documentation prepared by the Mentor Teacher shall be made available for placement in the personnel file of the Referred Participating Teacher receiving assistance.

#### 8-6 General Provisions

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

- 8-6.2 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and this Agreement.
- 8-6.3 The provisions of the <u>TAP Committee PAR Panel</u> Program shall be reviewed at least annually by the District and Association and revised by written mutual consent of the parties.
- 8-6.4 The provisions of the <u>TAP Committee PAR Panel</u> Program shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the <u>TAP PAR</u> procedures contained herein shall be submitted directly to the TAP Panel for review and response. Name the contract article for TAP.
- 8-6.5 The District shall defend and hold harmless individual <u>TAP Committee</u> <u>PAR Panel</u> members and Mentor Teachers from any lawsuit or claim arising out of the performance of their duties under the program as required by the California Government Code.
- 8-6.6 Mentor Teachers shall not be considered management or supervisory employees as defined under the Educational Employment Relations Act.

8-6.7 All documents issued under the <u>TAP Committee PAR Panel</u> shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.

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### PALOS VERDES PENINSULA USD PROPOSAL FOR SUCCESSOR AGREEMENT

June 22, 2021 3PM

The Palos Verdes Faculty Association makes the following proposals for a successor to the July 1, 2018 through June 30, 2020 PVFA/PVPUSD Collective Bargaining Agreement. PVFA reserves the right to make additional proposals during the course of negotiations. Where no changes are indicated, PVFA intends existing contract provisions to remain in effect. During the course of negotiations, the Association reserves the right to modify and further define its proposals.

#### **ARTICLE 9 - EVALUATION PROCEDURES**

#### 9-1 General:

- 9-1.1 All unit members shall be evaluated.
- 9-1.2 The evaluator shall be the principal or the principal's designee. In the case of unit members who travel from school to school in the performance of duties, the evaluation shall be made by a designated evaluator.
- 9-1.3 The time lines set forth in this article have no bearing on any dismissal procedure. However, nothing in this article shall in any way affect the legal rights of unit members in dismissal proceedings.
- 9-1.4 All references to the California Standards for the Teaching Profession be changed to reflect the most recent changes in these standards.

#### 9-2. Evaluation Procedures:

- 9-2.1 Unit members with permanent status in the District shall be evaluated according to these procedures at least every other year; unit members without permanent status will be evaluated annually according to these procedures.
- 9-2.2 A unit member with permanent status in the District or an evaluator may request an evaluation in any given year.
- 9-2.3 Unit members with permanent status who have been employed by the District for at least ten years and whose previous evaluations meet or exceed District standards shall, by mutual agreement of the administrator and unit member, be evaluated once each five years (pursuant and subject to the terms and conditions of Education Code 44664).
- 9-2.4 Unit members to be evaluated in a given school year will be so informed by October 15th. The evaluator is responsible for the final written evaluation summary which must bear his/her signature along with the signature of the evaluator's designee when appropriate.

- 9-2.5 A planning conference shall be held by November 1st between evaluator and evaluatee to jointly develop goals/objectives for the school year using the standards as enumerated in the California Standards for the Teaching Profession:
- Standard 1 Engaging and supporting all students in learning.
- Standard 2 Creating and maintaining effective environments for student learning.
- Standard 3 Understanding and organizing subject matter for student learning.
- Standard 4 Planning instruction and designing learning experiences for all students.
- Standard 5 Assessing student learning.
- Standard 6 Developing as a professional educator.
- 9-2.5.1 From a discussion of these standards, a set of goals and objectives will be jointly developed forming the basis for the final evaluation. For purposes of this procedure, the words "jointly develop" mean a collaborative approach between the evaluator and evaluatee in defining reasonable plans, objectives, goals, and means of assessment. These goals and objectives may be revised during the course of the year pursuant to the above.
- 9-2.5.2 The performance of non-instructional certificated personnel which cannot be evaluated appropriately under other provisions of this section shall be evaluated and assessed as it relates to job responsibilities defined by the District and by means which measure and reasonably relate to the fulfillment of those responsibilities.

#### 9-2.5.3 Appeals:

In cases where there is no agreement on goals, the principal may make the determination. Should the evaluatee take exception to the principal's determination of the evaluation plans, objectives, goals, and means of assessment, he/she may request a review by a third party who shall assist the evaluatee and the principal in trying to reach a mutually satisfactory agreement. This third party must be mutually agreed upon between the principal and the evaluatee. If this process does not result in an agreement, or if the parties cannot mutually agree on a third person, the evaluatee may request a review by the Superintendent. The Superintendent or the Superintendent's designee shall decide the matter. If the appeal process is used, it must be completed by November 15<sup>th</sup>.

- 9-2.6 At least one preliminary performance review conference of the evaluator and the evaluatee shall be held prior to February 1st in which the following elements shall be included:
  - 9-2.6.1 Formal classroom observations of at least 20 minutes in duration are a part of the evaluation process. Dates of observations shall be noted in the mid-year and/or final evaluation.

- 9-2.6.2 Review of plans, goals and objectives, and modification according to constraints.
- 9-2.6.3 Review of supportive data relating to assessment. Examples: reports, classroom observations, student work, tests, commendations, communication with parents.
- 9-2.6.4 Identification of weaknesses, <u>proposed remedial action</u>, and commendation of strengths;. <u>Development of specific remedial action</u>, <u>if needed</u>, <u>Identification of weaknesses may result in additional observations and support from administration</u>
- 9-2.7 Non-administrative personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel.
- 9-2.8 When an evaluation is based on information not directly observed by the evaluator, said information may not be used until the evaluator has investigated the information and determined the veracity of the allegation and notified the unit member of his/her findings.
- 9-2.9 A conference and the final evaluation document shall be presented to the evaluatee not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the Board of Education for the school year in which the evaluation takes place.
- 9-2.10 The evaluator shall write the final evaluation summary. The evaluator and the evaluatee shall meet briefly to sign the final evaluation. The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation. It indicates he/she has read it and understands that he/she has the opportunity of responding to it in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.
- 9-3 The evaluation under this procedure shall be the only evaluation made and/or filed in the unit member's personnel file.
  - 9-3.1 The timelines set forward in this procedure may be extended by mutual consent or due to unforeseen circumstances affecting the evaluatee or evaluator.
  - 9-3.2 At such time as it is determined by the evaluator that something may negatively affect the unit member's evaluation, the unit member shall be notified by the evaluator within a reasonable period of time of the incident.
  - 9-3.3 Nothing in this article shall preclude the District from placing a report of any incident in a unit member's file even though such material is not used in the evaluation document.
- 9-4 If a bargaining unit member receives an unsatisfactory rating in the area of teaching methods or instruction, the District will pay the tuition or registration fee for courses or programs recommended by the District, except in cases where bargaining unit members opt to use credit for the course for advancement on the salary schedule. The District will also provide released time, where appropriate, when attendance and/or participation in the formal elements of the program conflict with the bargaining unit member's regular assignment.

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 – <u>Teacher-Peer Assistance & Review Committee</u>).



#### PALOS VERDES PENINSULA USD

#### PROPOSAL FOR SUCCESSOR AGREEMENT

October 14, 2021 9am

The Palos Verdes Faculty Association makes the following proposal for a successor to the July 1, 2018 through June 30, 2020 PVFA/PVPUSD Collective Bargaining Agreement. PVFA reserves the right to make additional proposals during the course of negotiations. Where no changes are indicated PVFA intends existing contract provisions to remain in effect. During the course of negotiations, the Association reserves the right to modify and further define its proposals.

- 12-5.1 A "vacancy" refers to a position created by the resignation, or dismissal of a <u>certificated or management employee</u>. For the purpose of this article, a newly created <u>position shall also be considered a vacancy.</u> <u>uUnit member vacancies or newly created positions which must be filled according to staffing ratios, or a newly created position.</u>
- 12-5.2 The District shall post <u>all</u> vacancies, <u>including extra-pay jobs</u>, on the web site, in all school buildings and work sites, and send such notifications to <u>all unit members via District email and the PVFA Office designated PVFA representatives</u> as they occur. <u>Said notifications shall take place at least five (5) days prior to the filling of the vacancy.</u>
- 12-5.5 All unit vacancies, including extra-pay jobs, shall be announced to all unit members by District e-mail and posted at each school site, except in cases involving unforeseeable circumstances which require the immediate placement of unit members in a position. Such notifications shall take place at least five (5) days prior to the filling of the vacancy.
- 12-7 Transfers Related to Reopening a School, Consolidation, and/or Reconfiguration:
- 12-7.1 The following steps will be used in the event of a school opening, consolidation, and/or reconfiguration: 12-7.1.1 The District will advertise all known openings for bargaining unit positions by FTE. 12-7.1.2 The District will accept voluntary requests for transfers based on credential(s), qualifications, and criteria established by the District. 12-7.1.3 When credentials, qualifications, and criteria are equal, District seniority shall prevail.



#### PALOS VERDES PENINSULA USD

#### PROPOSAL FOR SUCCESSOR AGREEMENT

October 14, 2021 9am

The Palos Verdes Faculty Association makes the following proposal for a successor to the July 1, 2018 through June 30, 2020 PVFA/PVPUSD Collective Bargaining Agreement. PVFA reserves the right to make additional proposals during the course of negotiations. Where no changes are indicated PVFA intends existing contract provisions to remain in effect. During the course of negotiations, the Association reserves the right to modify and further define its proposals.

Article 13- Leave Provisions

13-2 Personal Illness and Injury Leave:

13-2.1 Full-time unit members shall be entitled to ten (10) eleven (11) days' leave with full pay for each full school year of service for purposes of personal illness or injury. Unit members who work less than a full school year shall earn sick leave time at the rate of one (1) day for each month of paid service rendered. Unit members who work less than full time shall be entitled to earned sick leave on a pro rata basis. Unit members who work an extended contract work year shall be entitled to one-half day of sick leave for each additional ten (10) days of work.

The District shall provide unit members with up to ten (10) days of paid leave at no loss of accrued sick leave if the L.A. County Department of Public Health or the California Department of Public Health or the Centers for Disease Control recommends quarantining because of exposure to a communicable disease. If the three entities do not align, the entity with the most restrictive recommendation shall be followed.

13-2.1.1 Unit members shall be permitted to work remotely while under quarantine by mutual agreement between the District and the unit member.



### PALOS VERDES FACULTY ASSOCIATION (SBUT/CTA/NEA)

#### PROPOSAL FOR SUCCESSOR AGREEMENT

June 4, 2021 9am

The Palos Verdes Faculty Association makes the following proposals for a successor to the July 1, 2018 through June 30, 2020 PVFA/PVPUSD Collective Bargaining Agreement. PVFA reserves the right to make additional proposals during the course of negotiations. Where no changes are indicated, PVFA intends existing contract provisions to remain in effect. During the course of negotiations, the Association reserves the right to modify and further define its proposals.

Article 14-Health and Safety Conditions

- 14-1 Assault, Insult, Abuse:
- 14-1.1 Bargaining unit members may use such force as is reasonable under the circumstances to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to other, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- 14-1.2 The bargaining unit member and his/her supervisor shall report to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or menaced by a pupil.
- 14-1.3 Failure to make such a report is a misdemeanor.
- 14-1.4 If court proceedings are brought against a certificated non-management member alleging that he/she committed an assault in connection with his/her employment, such member may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board, after any such request, does not provide such counsel and the member prevails in the proceeding, then the Board shall reimburse the member for counsel fees incurred in his/her own defense and shall reimburse the member for any loss in salary provided that:
  - 14-1.4.1 The assault was not malicious or,
  - 14-1.4.2 The action was not a proceeding between the District and the employee.
- 14-1.5 A teacher may suspend a pupil from his or her class for the day of the suspension and the day following for any of the acts cited in Section 48900 of the Education Code.
  - 14-1.5.1 The teacher shall immediately report the suspension to the principal for appropriate action. As soon as possible, the teacher shall attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or parent/guardian so requests. The pupil shall not be returned to the class

from which he/she was suspended during the period of the suspension without the concurrence of the teacher of the class and the principal.

14-1.5.2 A student may be suspended or expelled for any of the acts which are enumerated above and which are related to a school activity or school attendance, including but not limited to, a) while the student is on school grounds, b) while the student is coming to or going from the school campus, c) during the student's lunch period--whether on or off campus, or d) during, while coming to, or while going from a school-sponsored activity.

14-2 Unit members are encouraged to report unsafe conditions related to an assault or threat of bodily injury to their immediate supervisor. Upon evaluation, the immediate supervisor shall follow up in writing within three (3) working days following the initial report. The District shall take action to mitigate the unit member's investigated health and safety concern. If the issue is not resolved, the unit member shall notify their immediate supervisor and the Human Resources Office or designee. Human Resources Office shall provide a response to the unit member within five (5) days from the date of notification by the unit member.

14-3 Unit members are encouraged to report unsafe conditions related to a facilities issue to their immediate supervisor. Upon evaluation, the immediate supervisor shall follow up in writing within three (3) working days following the initial report. The District shall take action to mitigate the unit member's investigated health and safety concern. If the issue is not resolved, the unit member shall notify their immediate supervisor and the District Business Office or designee. The District Business Office shall provide a response to the unit member within five (5) days from the date of notification by the unit member.

14-4 The District shall take the necessary steps to mitigate the unit member's investigated health and safety concern.

14-5 Annual District Health and Safety Committee Meeting

14-5.1 The District shall hold an annual establish and maintain a District Health and Safety Committee meeting regarding NIMS Safety Plan with no less than one (1) unit member representative, appointed by the Association, from each school site, one site administrator, and one additional representative appointed by the site administrator. each of whom will attend all meetings of the District Health and Safety Committee, or provide an alternate.

14-5.1.1 Attendees of the District Health and Safety meeting shall review and update the District Comprehensive School Safety Plan NIMS Plan and school site safety issues.

14-5-1-2 Meeting attendees may make recommendations to the Superintendent, site principals, and Faculty Advisory Committees.

#### 14-54. Annual District Health and Safety Committee Meeting

- 14-5.1-4.1 The District shall hold an annual establish and maintain a District Health and Safety Committee meeting with no less than one (1) unit member representative, appointed by the Association, one site administrator, and one additional representative appointed by the site administrator from each school site. each of whom will attend all meetings of the District Health and Safety Committee, or provide an alternate.
  - 14-54.1.1 Attendees of the District Health and Safety meeting shall review and provide feedback on and update the District Comprehensive School Safety Plans and school site safety issues to the Superintendent and/or designee.
  - 14-54-1.2 Meeting Auttendees may provide consultation make recommendations to the Superintendent, site principals, and Faculty Advisory Committees.
- 14-65 School Safety and (National Incident Management System—NIMS) Plans
- 14-6 5.1 The principal shall notify bargaining unit members who have been appointed into the School Safety and National Incident Management System (NIMS) Plan no later than September 15 or one month after being assigned to a site.
- 14-6 5.1.1 Unit member may not be subjected to a safety assignment without their knowledge.
- 14-65.1.2 Should a unit member have a medical condition which might prevent them from being able to effectively carry out responsibilities outlined in the School Safety and National Incident Management System (NIMS) Plan, the unit member shall inform their supervisor and provide documentation of the specific medical restrictions in place, prior to the beginning of each school year or within 48 hours of the onset of such condition. The employee shall be offered reasonable accommodations in accordance with District Administrative Regulation.
- 14-<u>6</u> 5.1.3 The District shall provide each bargaining unit member with a copy of the procedural sections of the School Safety and National Incident Management System (NIMS) Plan by October 15 or within one (1) month of being assigned to a site.
- 14-<u>6.5</u>. 1.4 Training on the procedural sections of the School Safety and National Incident Management System (NIMS) Plan shall be provided to each bargaining unit member by October

15 of each school year. Bargaining unit members assigned to a site after October 15 shall be provided the same training within the first month of their assignment date.

14-7 6 Sanitizing and Cleaning of Classrooms, Offices and Workspaces

14-76.1 The cleaning and sanitization of classrooms, facilities and grounds are addressed in District AR 3517. The District shall ensure that all classrooms, restrooms, eating areas, offices and workspaces are cleaned regularly-daily. per Board Policy. daily and disinfected prior to the opening of school, the start of each school day, and between student cohorts and student groups. Areas cleaned shall include all high-touch surfaces.

14-8 7 Personal Protective Equipment

14-8-7.1 The District shall provide all of the personal protective equipment as required by the Los Angeles County Department of Public Health directly related to the unit member's job duties.



#### PALOS VERDES PENINSULA USD

#### October 22 2021

#### 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 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. Voting shall be proportional based on the number of section assignments the member has in any department. Teaching one section will count as a 0.2 vote, two sections as a 0.4 vote, three sections as a 0.6 vote, four sections as a 0.8 vote, and five sections as a 1.0 vote.

Regardless of the number of sections taught in any department(s), no unit member is to receive more than 1.0 proportional vote. Department Chairs, Curriculum Leaders and Counselors will be given an opportunity to have input in development of the master schedules at intermediate and high school.

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#### 24-3 Faculty Advisory Committee

24-3.1 There shall be a Faculty Advisory Committee (FAC) at each school site. The FAC shall be selected by PVFA unit members at the site and be comprised of 3-6 educators who may be Association representatives. The FAC shall meet with the principal no less than four times during the school year.

A site-based process utilizing a **Faculty aAdvisory eCommittee** or equivalent shall be implemented annually at each site for PVFA and its unit members to provide input regarding: **potential school budget cuts and Special Education programs and services**.

Each site's Faculty Advisory Committee shall jointly develop the following:

#### 24-3.1 Potential School Budget Cuts

#### 24-3.2 Special Education Programs/Services

24-3.3 2 School Calendar

24-3.4 3 **Professional** Staff Development Days

24-3.5 4 Adjunct Duties & Responsibilities

24-3.5 School Safety Plan/NIMS Planning and Implementation; an additional unit member to be selected by PVFA may be added to all faculty advisory committees for school safety and NIMS Planning and Implementation

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24-3.6 Bell/School Schedules



# PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT CALENDAR FOR 2022-2023 SCHOOL YEAR

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Student Free Staff Work Day: October 22 TEACHER SERVICE DAYS
Pre- & Post-School Service Days: August 19,22,23 &

### FIRST DAY OF INSTRUCTION Wednesday, August 24

AST DAY OF CLASSES K-12

## Thursday, June 8

### GRADUATION

Thursday, June 8 Grade 12: Wednesday, June 7

### Grade 8:

BREAK PERIODS Winter Break: December 19, 2022 — December 30, 2022 Spring Break: March 27 – March 31, 2023

Work Year Calendar 11-23-2020

day schedule)

## GRADES K-8 RIMESTER REPORTING PERIODS

March 6- June 8 August 24 - November 18 November 28 - March 3

## HIGH SCHOOL QUARTER REPORTING PERIODS

August 24 – October 14
October 17 – December 16
January 2 – March 24 April 3 - June 8

### FOR K-8 STUDENTS PARENT CONFERENCE DAYS

Grades 6-8
Parent conferences. January 18 and 19 (minimum ber 1 and March 10 (minimum day schedule) Parent conferences: November 29,30 & Decem-

## 2022 SUMMER SESSION TENTATIVE DATES

Grades K-8: June 20–July 15 Grades 9-12: June 20–July 22

## BACK TO SCHOOL NIGHT September 8

CALENDAR LEGEND

912 912 10-12 September 29 (RdMHS) September 15
September 22 (PVHS & PVPHS)

Legal Holiday

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K-5 Parent Conference Days

NOTE: Winimum day schedules will prevail at the level designated on the day after back-to-school right.

## **Break Periods**

#### eres turo Day Local Holiday TK-12 Minimum # 6-8 Parent Conference Days Pre & Post Service days for Staff Professional Developmen Certificated Staff Student Free Day (Wimmum Day Schedule) (Minimum Day Schedule)

## ICHOOL BREAKS

Monday, February 20, 2023
Presidents' Day/Washington's Birthday Obs.

Friday, March 31, 2023 Local Holiday

Monday, Way 29, 2023 Memorial Day

December 16, 2022, and reopen at 7:30 a.m. on Monday, January 2, 2023, exact schedule to be determined. Maintenance/ Operations Department close at the end of the work day on Friday. NOTE: All schools and the District offices will





# PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT CALENDAR FOR 2022-2023 SCHOOL YEAR

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## FIRST DAY OF INSTRUCTION Wednesday, August 24

## LAST DAY OF CLASSES K-12 Thursday, June 8

GRADUATION

## Grade 8:

Grade 12: Wednesday, June 7 Thursday, June 8

## BREAK PERIODS

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Work Year Calendar 11-23-2020

day schedule)

Parent conferences: January 18 and 19 (minimum

## **GRADES K-8 IRIMESTER REPORTING PERIODS**

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## HIGH SCHOOL QUARTER REPORTING PERIODS

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## PARENT CONFERENCE DAYS FOR K-8 STUDENTS

Grades K-5

ber 1 and March 10 (minimum day schedule)
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## 2022 SUMMER SESSION TENTATIVE DATES

## R-5 September 8 6-8 September 15 9-12 September 22 (PVHS & September 15 September 22 (PVHS &

10-12 September 29 (RdWHS) PVPHS)

NOTE: Minimum day schedules will prevail at the level designated on the day after back-to-school night.

Grades K-8: June 20–July 15 Grades 9-12: June 20–July 22

	CALE	NDA	CALENDAR LEGEND
	Legal Holiday	(*)	K-5 Parent Conference Days (Minimum Day Schedule)
E	Local Holiday		6-8 Parent Conference Days (Minimum Day Schedule)
	Break Periods	0	Student Free Day Staff Professional Development Day
₹:	TK-12 Miaimum Day		Pre & Post Service days for Certificated Staff

Monday, February 20, 2023
Presidents' Day/Washington's Birthday Obs.

Friday, March 31, 2023 Local Holiday

Monday, May 29, 2023 Memorial Day

on Monday, January 2, 2023, exact Maintenance/ Operations Department schedule to be determined. December 16, 2022, and reopen at 7:30 a.m. close at the end of the work day on Friday NOTE: All schools and the District offices will