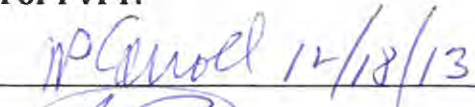


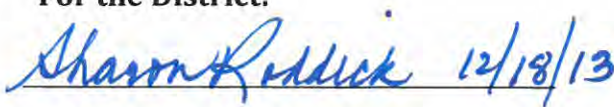
**TENTATIVE AGREEMENT
BETWEEN
PAJARO VALLEY FEDERATION OF TEACHERS
AND
PAJARO VALLEY UNIFIED SCHOOL DISTRICT
December 18, 2013**

1. Except as expressly stated herein, all provisions of the current collective bargaining agreement shall continue without modification.
2. **AGREEMENT AND DURATION** shall be amended to replace "July 1, 2009 through June 30, 2012" with "July 1, 2012 through June 30, 2015".
3. **ARTICLE III RIGHTS AND RESPONSIBILITIES.** This article shall be amended consistent with the district's proposal dated September 5, 2013, 10 AM and shall be implemented effective July 1, 2013
4. **ARTICLE VI CLASS-SIZE.** This article shall be amended as attached and shall be implemented effective July 1, 2013.
5. **ARTICLE VII WAGES** The 2013-2014 K-12, Adult Education, and Early Childhood Education certificated salary schedules shall be increased by 7%. K-12 Provisional salary categories are eliminated. A Doctorate Degree stipend equal to and in addition to a Masters Degree stipend is established. All these changes are effective July 1, 2013, ongoing.
6. **ARTICLE VIII HEALTH AND WELFARE BENEFITS** shall be amended as previously agreed and shall be implemented at the beginning of the 2013-2014 school year.
7. **ARTICLE X PROFESSIONAL GROWTH CREDENTIAL REQUIREMENTS** shall be deleted as previously agreed.
8. **ARTICLE XI SAFETY CONDITIONS OF EMPLOYMENT.** This article shall be amended as previously agreed and shall be implemented effective July 1, 2013.
9. **ARTICLE XII LEAVES.** This article shall be amended as previously agreed and shall be implemented effective July 1, 2013.
10. **ARTICLE XV PART-TIME CERTIFICATED ASSIGNMENTS** shall be amended as previously agreed and shall be implemented effective July 1, 2013
11. **ARTICLE XVI GRIEVANCE** shall be amended as previously agreed and shall be implemented upon unit ratification.
12. **ARTICLE XXIII RETIREMENT** shall be amended consistent with the district's proposal dated September 5, 2013, 10 AM with one correction as indicated on the 4th page as attached and shall be implemented effective July 1, 2013.
13. **ARTICLE XXIV RE-OPENERS** shall be amended consistent with the district's proposal dated November 13, 2013 where "salary" refers to Article VII Wages and Related Matters and "health and welfare benefits" refers to Article VIII Health and Welfare Benefits and "plus two (2)" is changed to "plus three (3)". This shall be implemented upon unit ratification.

For PVFT:



For the District:



MC 12/18/13
AR 12/18/13

PAJARO VALLEY UNIFIED SCHOOL DISTRICT
COUNTER PROPOSAL TO
PVFT
September 5, 2013
10:00 a.m.

ARTICLE III. RIGHTS AND RESPONSIBILITIES

- A. All the District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.
- B. The District has the right to make responsible rules and regulations pertaining to the employees consistent with this Agreement.
- C. In the event of an emergency, the District, in consultation with the Union, shall have the right to suspend appropriate portions(s) of this Agreement for the period of time necessary to correct the effects of the emergency. The District and the Union shall meet to review the effects of the emergency. An emergency shall exist when determined by the Governing Board and such determination shall not be subject to the grievance procedure.
- D. All employees shall have the right to become members and to participate in the legitimate activities of employee organizations. All employees shall also have the right not to become members and not to participate in employee organizations.
- E. The second Monday of every month shall be free from any mandatory all-staff site, department, zone or district-wide meeting in PVUSD after 3:30 p.m. that would involve bargaining unit members. This day shall be set aside for PVFT meetings, including General Membership meetings.
- F. The District, upon written request, shall provide the Union with non-confidential written reports, statistics, records and other documents prepared in the ordinary course of business and necessary for negotiations and the administration of this Agreement.
- G. The District shall provide the Union with a current list of names and addresses (except for the employees who have requested that their address not be released to anyone), employee identification number, phone and work locations, and union membership status of the unit members by September 15 of each year. In addition, the District shall provide the Union with a current list of names, addresses, employee identification number, phone and work location, date of hire, seniority date, classification (temporary, probationary or permanent), credentials and authorizations held, and current assignment of each members of the Unit after October 15th on October 1 of each school year in Microsoft Excel or equivalent program. Individual requests for confidentiality regarding home

addresses shall be honored. The Union shall take reasonable precautions to maintain the confidential nature of such information.

- H. Personal Freedom: With respect to the provisions of this Agreement, neither the District nor the Union shall discriminate against any officer or employee of the District in violation of the law, on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, physical appearance or membership or participation in the activities of a recognized employee organization.
- I. Side Letter–Enabling Language for a Shared Governance Clause: The Pajaro Valley Unified School District in cooperation with the Pajaro Valley Federation of Teachers and all elements of the PVUSD Community will establish a joint committee to assist in the development of restructuring projects.
- J. PVFT reserves the right to negotiate any aspects of restructuring that have an impact on matters in the negotiated contract.
- K. The District shall not change or modify policies on subjects within the scope of collective bargaining without notice to the bargaining unit and shall negotiate the proposals prior to implementation.

12/18/13

12/19/13

ARTICLE VI. CLASS SIZE

~~A. Staff Formula: K-8 schools shall be staffed on the average of the projected 1st and 8th months' enrollment and secondary schools shall be staffed on the average of the projected 1st and 6th months' enrollment.~~

A. All elementary school class sizes, grades Kindergarten through 3 (K-3) shall ~~not exceed~~ be reduced to a maximum of twenty (24) students using the following schedule:

First Grade will be reduced by the	2013-14 school year
Kindergarten will be reduced by the	2014-15 school year
Second Grade will be reduced by the	2015-16 school year
Third Grade will be reduced by the	2016-17 school year
<u>These class size reductions may be implemented sooner than scheduled.</u>	

If class size reduction (CSR) is ~~not fully~~ no longer funded by the state, then the maximum class size will revert to the previous agreement of 31 students. All elementary school classes, grades 4 through 6 (4-6) shall not exceed a maximum of thirty-four (34) students. All 6 through 12 grade classes at secondary schools shall not exceed a maximum of thirty-five (35) students, excluding physical education, band, chorus, study hall activities, and other similar classes. Class size for physical education classes at the middle/junior schools and high schools shall be planned for no more than forty-five (45) not to exceed fifty (50) students.

~~B.~~ Each school shall have a Class Size Advisory Committee composed of a site administrator and two teachers selected by the staff, and one site Special Education representative, to serve for a year, to consider and assess all class size problems. Each school staff shall select its committee members and inform the principal who the members are no later than the first staff meeting of the school year.

Within five (5) school days from the first day upon which any class enrollment exceeds the maximum, the Class Size committee shall meet to try to devise a local solution. The teacher of the affected classroom will be informed of the specific efforts being made to correct the over-enrollment concern and the day by which the correction or resolution is to be made.

When any class becomes over-enrolled, according to the provisions of this Article, the appropriate administrator shall notify the ~~Zone~~ appropriate Assistant Superintendent. The ~~Zone~~ Assistant Superintendent shall notify the Governing Board no later than the second regular Governing Board meeting following the date of over-enrollment, and s/he shall report the efforts being undertaken to correct the over-enrollment.

Recognized constraints on the District's ability to correct an over-enrollment shall be the ability to house students in other classrooms, other tracks, the ability to create multi-grade classes, the ability to transport students to other sites where more space may be available, and the need to consider parent requests.

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SR 12/18/13

The instructional limitations in classes with a specified number of learning and/or work stations, i.e., shop, home economics, etc. shall be considered when class sizes are determined.

D. Staffing ratios are:

K-3 School	Elementary	Middle School	High School
19.5:1*		4-5 or 4-6 = 31:1	30:1
		30:1	

~~The staffing ratio shall be based solely on classroom teachers.~~

~~This staffing ratio shall not change maximum class size as established in Article VI, Class Size, Section B.~~

~~(* Actual numbers are 19.5:1 as long as this ratio is fully funded by the State, otherwise the numbers revert to 30:1.)~~

~~CE.~~ Release time teachers shall be scheduled to teach one class of students at a time.

~~DF.~~ Class sizes and case loads for Special Education personnel (Special Day Class Teachers, Resource Specialists, Speech Pathologists, Hearing Specialists, etc.) shall be in accordance with the applicable provisions of the Education Code. Caseloads for Counselors, Psychologists, Nurses, and Program Specialists shall not exceed caseloads mandated by statute.

~~EG.~~ A Special Education Team (SET) shall be established at each site composed of a site administrator, one regular classroom teacher elected by the staff, and site Special Education members designated by the site administrator.

1. The SET shall be established at the beginning of the school year. Each staff shall select its team member and inform the principal who the team member is no later than the first staff meeting of the school year.
2. The SET shall make recommendations for placement of the students with disabilities under the Individuals with Disabilities Education Act (IDEA) to the site administrator.
3. The SET shall develop an annual calendar for Individual Education Plans (IEP's). Insofar as possible, IEP planning meetings should be scheduled by considering the schedules and needs of teachers, other staff and parents.

PK 12/18/13

SK 12/18/13

FH. Mainstreamed students:

1. Prior to May 1st, the site Special Education Team shall be provided the projected number of students to be mainstreamed, by grade level, for the following year.
2. SET shall meet before the end of the school year to make recommendations for placement of mainstreamed students.
3. When mainstreaming occurs, the SET and/or the Director of Special Services or designee shall meet with the classroom teacher to develop and implement a plan of assistance. The plan of assistance offered shall be based upon the additional classroom needs required by mainstreaming.
4. If the "collaborative model" is utilized in classes with mainstreamed students, paragraph 3 above shall be waived. The District shall insure that staff is provided yearly training in effective strategies for meeting the instructional needs of students with disabilities in the regular classroom. This training will occur during the first quarter of the school year and during the employee's workday.

GI. A Joint District-Union Committee will be formed to evaluate needs and establish ratios for support services to students and staff, such as counselors, librarians, nurses, psychologists.



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

FY 2013-14

SALARY SCHEDULE FOR TEACHER EMPLOYEES

VALID CALIFORNIA CREDENTIAL REQUIRED

	Class I BA & Credential	Class II B.A. plus 30 Semester Units	Class III B.A. plus 45 Semester Units	Class IV B.A. plus 60 Semester Units
1	41882	42280	42678	43076
2	42280	42678	43076	43474
3	42678	43076	43474	43944
4	43076	43474	43944	45964
5	43474	43944	45964	47984
6	43944	45964	47984	50004
7	45964	47984	50004	52024
8	47984	50004	52024	54044
9	50004	52024	54044	56064
10	52024	54044	56064	58084
11		56064	58084	60104
12			60104	62124
13			62124	64144
14			64144	66164
15				68184
16				70204
17				72224
18-21				73669
22-25				75143
26-29				76646
30-33				78179
34-37				79743
38-41				81338

Masters Degree Stipend 1550

Doctorate Degree Stipend 1550

SR 12/18/13
MC 12/18/13

TENTATIVE AGREEMENT
April 17, 2013

The Parties agree to delete Article X – Professional Growth Credential Requirements – entirely.

ARTICLE X.
PROFESSIONAL GROWTH CREDENTIAL REQUIREMENTS

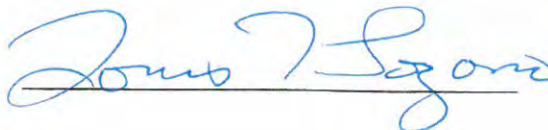
- ~~A. Employees who receive their initial clear multiple or single subject teaching credential after September 1, 1985, are subject to Professional Growth requirements governed by Ed. Code paragraph 44277-44279.~~
- ~~B. Professional growth shall be administered in accordance with the applicable code sections and regulations adopted by the State Board of Education.~~
- ~~C. The District shall establish a pool of administrators, mentor teachers and teachers as Professional Growth Advisors. No advisor shall be required to advise an unreasonable number of employees.~~
- ~~D. Verification of a credential holder's professional growth plan shall be independent of any evaluation of the credential holder.~~
- ~~E. Salary schedule advancement for professional growth course work shall be governed by Article VII., C. (Wages) of this Agreement.~~
- ~~F. The provisions of this Article shall not be subject to the grievance procedure.~~

Dated: April 17, 2013

PAJARO VALLEY FEDERATION
OF TEACHERS

PAJARO VALLEY OF TEACHERS
UNIFIED SCHOOL DISTRICT





**PVUSD/PVFT
TENTATIVE AGREEMENT
September 5, 2013**

The Parties agree to amend Article XI to provide the following:

ARTICLE XI. SAFETY CONDITIONS OF EMPLOYMENT

- A. The District shall be responsible for providing and maintaining safe working conditions for employees, as required by all applicable health, safety and sanitation requirements imposed by the State and/or Federal laws.
- B. Each site administrator shall develop a school safety plan which shall include an emergency code signal to notify teachers of possible life-threatening situations on campus, guidance for handling difficult and/or intimidating people and other procedures which will assure a safe working environment. This plan shall be presented to the faculty at the site no later than October 1, of each school year.
- C. Each employee shall be responsible to monitor safety conditions in his/her assigned duty area.
- D. Employees shall report existing or potential unsafe conditions to their immediate supervisor. Oral reports shall be made immediately upon discovery followed by a written notification within forty-eight (48) hours.
- E. An employee may use reasonable force permitted by law to protect himself/herself from assault or battery, to protect students, other employees or property, or to quell a disturbance threatening physical injury to others.
- F. The District shall provide assistance, as required by law for any assault upon the employee while fulfilling assigned duties.
- G. Any employee who is threatened with bodily harm or suffers bodily harm by an individual or group or as a result of defective equipment or unsafe working conditions while properly carrying out his/her assigned duties shall immediately notify his/her immediate supervisor. The immediate supervisor (or designee) shall notify law enforcement and the Superintendent's Office when necessary and shall take appropriate steps to provide for the safety of the employee.

H. Pursuant to Administrative Procedure 3306, the Union shall appoint two unit members to the Safety Committee.

Dated: Sept. 5, 2013

Dated: 9/5/13

For the District:

Don Logan
Sharon Roddick

For PVFT:

McGarry
Joe Cox
James Elvaz

TENTATIVE AGREEMENT
April 17, 2013

ARTICLE XV
PART-TIME CERTIFICATED ASSIGNMENT AND DIVDED CONTRACTS

A. General Provisions.

1. Unit members in part-time service or rendering services under a divided contract, shall have all rights and privileges afforded full-time unit members under this Agreement, except where specifically abridged.
2. The salary and health/welfare benefits paid a part-time or divided-contract unit members shall be a proportional ratio of the salary and benefits s/he would have earned as a full-time unit member. The unit member may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage. Employees working less than fifty percent (50%) of a full time assignment shall not be entitled to health and welfare benefits.
3. A unit member on part-time service or divided contract shall receive credit for salary schedule advancement as follows:
 - a. Year-long part-time service (service for seventy-five percent (75%) 138/184 or more of the certificated assignment days) shall qualify the employee for one step advancement. Beginning with the 1995-96 school year one step on the salary schedule will be given to unit members who have completed part-time service for seventy-five percent (75%) or more of the certificated assignment days over a two consecutive year period. The accrual of part-time service will begin with the 1993-94 school year. This provision shall not be retroactive beyond the above stated period.
 - b. Service on a divided contract in a two-year period, which is the equivalent to one year of service, shall qualify for a one-step advancement. Service for half (.50) of the certificated assignment days in each of two consecutive school years (e.g. service for ninety-two [92] days out of 184 days the next) shall entitle the employee to advance one step on the schedule.
4. In the event of unit member lay-offs, the three-year service requirement in C., 2. (below) shall not apply (i.e. a unit member who otherwise must be laid off may qualify for a divided contract).

B. Part-Time Certificated Assignment.

1. Unit member-Initiated:
 - a. Requests for part-time certificated assignment shall be made through the immediate supervisor.
 - b. Where a part-time request shall involve a transfer or reassignment, it shall be processed in accordance with the Reassignment and Transfer Article of this Agreement.

- c. Unit members who are granted a reduction from full-time to part-time certificated assignment, shall concurrently be granted a leave without pay for the remainder of their full-time assignment.
- d. Part-time unit members who have reduced from full-time service may return to full-time service, provided a request to do so has been filed on or before March 1st with the Assistant Superintendent through their immediate supervisor. Receipt of the request shall be promptly acknowledged. Where a transfer or reassignment is necessary, it shall be in accordance with the Assignment and Transfer Article of this Agreement.
- e. A request to continue in a part-time assignment shall be filed on or before March 1st of each year. The District shall notify the employee as soon as possible, but no later than June 1st, whether or not his/her request has been granted.
- f. Part-time unit members who have reduced from full-time service in accordance with the pre-retirement provisions of this Agreement shall be governed by those provisions and not by this Article.
- g. This Article does not apply to Adult Education unit members.

2. District-Initiated:

- a. Employees in district-initiated part-time positions that were created prior to July 1, 2002, and who work .5 FTE or more, shall continue to receive fully paid health and welfare benefits.
- b. Employees in district-initiated part-time positions and are hired into those positions on or after July 1, 2002, shall be provided with health and welfare benefits on a prorated basis. However, employees who were full-time but reduced to a part-time due to a reduction in workforce, shall continue to be entitled to fully paid District benefits.

Employees working less than fifty percent (50%) of a full-time assignment shall not be entitled to health and welfare benefits.

- c. Unit members reduced from full-time to part-time certificated assignment shall concurrently be granted a leave without pay for the remainder of their full-time assignment.

C. Divided Contracts.

- 1. Requests for divided contracts shall be made through the immediate supervisor.
- 2. Unit members who have completed at least three years of service in the District shall be eligible to request a divided contract.
- 3. In no case shall any person be hired from outside the District to assume a part of a divided contract under this provision. A transfer from another school or department within the District may be permitted to divide a contract.
- 4. The contract division shall be .50 and .50, or as near .50 and .50 as program schedules permit, provided that unique situations may be considered on a case-by-case basis.
- 5. Unit members on divided contracts shall concurrently be granted a leave without pay for the remainder of their full-time assignment.

6. Divided-contract unit members may return to full-time service provided a request to do so has been filed on or before March 1st with the Assistant Superintendent through the immediate supervisor. Receipt of the request shall be promptly acknowledged. Where a transfer or reassignment is necessary, it shall be in accordance with the Reassignment and Transfer Article of this Agreement.
7. A request to continue on a divided contract shall be filed on or before March 1st of each year. The District shall notify the employee as soon as possible, but no later than June 1st, whether or not his/her request has been granted.

Dated: April 17, 2013

PAJARO VALLEY FEDERATION
TEACHERS

PAJARO VALLEY UNIFIED SCHOOL OF
DISTRICT





JK 12/18/13
SP 12/18/13

**PAJARO VALLEY UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PVFT
September 5, 2013
10:00 a.m.**

ARTICLE XXIII. RETIREMENT

To the extent that any provision of this Article is inconsistent with the statutes or regulations pertaining to the retirement system applicable to unit members, the statutes and regulations shall govern and shall be followed by the District.'

A. Pre-Retirement

The District shall provide the opportunity for a full-time employee to reduce the work year for full-time to part-time duties and retain all retirement benefits. The employee would be expected to meet all the following requirements:

1. The employee shall have reached the age of fifty-five (55) prior to the first day of the semester in which part-time employment is requested and shall submit a request in writing to the Human Resources Department ninety (90) days prior to the beginning of the semester in which the pre-retirement program is obtained.
2. Length of participation in the pre-retirement program shall not exceed ten (10) years. Employees requesting pre-retirement shall have been employed in the District full-time in a position requiring certification for at least ten (10) years, including the immediate preceding five (5) years.
- ~~3. The employee shall resign at the end of the ten (10) year period.~~
4. The option of part-time employment shall be exercised at the request of the employee. The specific assignment shall be a mutual agreement, based upon feasibility, between the employee and the District. In the event of death, permanent disability, divorce, separation, birth, adoption or other changes in the employee's head-of-household status or family status, the employee may revoke this option, commencing with the ensuing school year and shall give notice in writing to the District on or before March 1st.
5. The employee shall receive the salary which is a pro rata share of the salary the employee would be earning if the employee continued in full-time employment and full retirement contributions shall be paid by the employee

Dec 12/18/13

Dec 12/18/13

and the District, based on the employee's full-time salary placement. All paid leave benefits provided in Article XII above afforded a full-time employee shall be earned by the part-time employee on a prorated basis.

- 6. The employee whose service is half-time or more shall receive health and welfare benefits in the same manner as a full-time employee.
- 7. The consequences of failing to work at least fifty (50) percent as required by the program can be significant. This occurs if the member does not earn creditable compensation for at least fifty (50) percent of full time in any one school year. Service credit for the year will be calculated on actual time worked.

B. Early Retiree-Consultant.

- 1. An employee who is fifty-five (55) years of age or older with ten (10) years of continuous service, including Board-approved leave, in the District may, upon retirement, be employed as a consultant for up to five (5) years or the age of eligibility for sixty five (65) of Medicare, whichever occurs first.
- 2. Such retired employee contract shall include terms and conditions agreeable to the employee and the District, but not to exceed \$5,000.00. The per diem rate shall not exceed the current per diem rate of an employee performing a similar service.

C. Early Retirement Incentive Program.

For K-12

Plan I:

<u>Age</u>	<u>Years</u>	<u>Bonuses</u>
55-60	27	\$4,000
61-62	27	\$3,000
63-64	27	\$2,000
65+	27	-0-

Plan II:

<u>Age</u>	<u>Years</u>	<u>Bonuses</u>
55-60	23	\$3,000
61-62	23	\$2,000
63-64	23	\$1,000
65+	23	-0-

Plan III:

<u>Age</u>	<u>Years</u>	<u>Bonuses</u>
55-60	19	\$2,000

1/12/13

12/18/13

contributed for members of the certificated employee unit to the health care plan of the retiree's choice.

"not" should remain

- 2. An eligible retiree is one who is at least fifty-five (55) years of age and ~~not more than sixty-five (65) years of age~~ beyond the age of Medicare eligibility, who has rendered ten (10) years of continuous service, including Board-approved leave, in the District immediately prior to retirement and who retires under STRS.
- 3. An eligible dependent is one who meets the eligibility requirements of the insurance carrier(s).
- 4. An employee who receives a disability allowance from STRS, irrespective of whether the employee has retired or not, and who is at least fifty-five (55) years of age and has rendered ten (10) years of continuous service, including Board-approved leave, shall be eligible for health and welfare benefits under ~~this provision~~ paragraph D.1. above.
- 5. The District shall pay the premiums until the retiree reaches ~~sixty-five (65) years of~~ the age of eligibility for Medicare, or until the retiree is deceased, whichever occurs sooner.
- 6. If a retiree dies prior to reaching the age of sixty-five (65), coverage shall continue for the surviving spouse until the end of the fiscal year or for six months, whichever is longer. If the spouse remarries during this period of time, his/her benefits shall be discontinued at the end of the month of remarriage. This coverage applies only if the surviving spouse is not eligible for health benefits under another plan and is not eligible for Medicare coverage in which case benefits shall continue for up to two (2) months after the death of the retiree.
- 7. In the event that a Federal and/or State medical benefits program were to be established prior to the termination of the retiree's medical plan, the District provided benefits shall be combined with the Federal and/or State plan and necessary cost contribution adjustments shall be made.
- 8. Retiring employees who are at least fifty-five (55) years of age and who are not eligible to receive health care benefits under these provisions may, upon making suitable arrangements with the Business Office, continue to receive health care benefits at their own expense, provided the carrier(s) approves, and provided that there is no increase in the premium rates for active District employees as a result of this benefit.

E. Reemployment of District Retirees:

Apr 12/13/13

SR 12/13/13

61-62	19	\$1,000
63-64	19	\$500
65+	19	-0-

For Children's Center Teachers:

<u>Age</u>	<u>Step</u>	<u>Bonuses</u>
55-60	11	\$4,000
61-62	12	\$3,000
63-64	13	\$2,000
65+	14	-0-

For Adult Education Teachers, see Article XVII, N.

Conditions.

1. A prospective retiree shall notify the District by March 1st of his/her retirement to be effective at the end of the school year.
2. The Retiree (except Children's Center Teachers) may be eligible for both this plan and the Early Retirement Consultant Program with the combined Consultant \$5,000.00 and a bonus of \$2,500.00.

D. District-Paid Insurance for Early Retirees.

1. The District shall provide eligible retirees with the same health and welfare benefits provided to employees in the certificated employee unit, subject to the approval of the carrier(s).
 - a. If the carrier(s) continue(s) to provide coverage but at a higher rate(s), the District contribution shall not exceed the contribution made for members of the certificated employee unit.
 - b. In the event that the retiree becomes ineligible for coverage under the District's plan, the District's obligation to the retiree shall be limited to providing the retiree with the monthly contribution it would have made on behalf of the retiree.
 - ~~b. The District shall make every reasonable effort to provide comparable coverage, subject to the limitation that the District's contribution shall not exceed the contribution made for members of the certificated employee unit.~~
 - ~~c. If comparable health and welfare benefits cannot be provided, upon request of the retiree, the District shall contribute up to the amount~~

PK 12/18/13

SK 12/18/13

1. PVUSD K-12 retirees who return to the district to serve as substitute teachers will be paid 145% of the daily substitute rate. If they work for more than 3.5 hours in a day, they will be paid for a full day of service. Any retirees who return to serve in a long-term substitute position shall be paid the long term substitute rate.

~~2. PVUSD K-12, 2007-2008 retirees who received the Supplemental Early Retirement Program (SERP) shall be paid their per diem rate on retirement to fill "hard-to-fill" positions up to .35 FTE. "Hard-to-fill" is defined as a position that has been advertised for 5 days and no acceptable candidate is available.~~

F. Retirements. The District shall notify the PVFT President by email of receipt of a retirement letter from a unit member. PVFT shall notify the District by email to the Assistant Superintendent for Human Resources within 2 days of its receipt of the District's email if the employee wishes to rescind the retirement. If rescinded, the original resignation or retirement letter shall be of no effect and the employee reinstated to his/her position as a certificated employee of the District.

SAC 12/18/13

PC 12/18/13

±

**±PAJARO VALLEY UNIFIED SCHOOL DISTRICT
And the
PAJARO VALLEY FEDERATION OF TEACHERS
November 13, 2013**

ARTICLE XXIV. RE-OPENERS

During the term of this Agreement, the parties agree to re-open negotiations, upon request of either party, according to the following schedule:

- A. There shall be no further negotiations for the ~~2004-05~~2012-2013 and 2013-2014 school years, ~~except for salary for Adult Education teachers. For 05-06~~the 2014-2015 school year, and future school years, ~~it is the goal of the parties that certificated employees' salary move towards the 25% of the attached comparison school districts. The parties will negotiate the timing, manner and feasibility of achieving this goal.~~the parties agree to reopen negotiations on salary, health and welfare benefits plus two (2) articles chosen by each party.
- B. The parties may mutually agree to reopen negotiations on any item or to negotiate on any new items at any time during the duration of this Agreement.[†]

[†] The Base Revenue Limit (BRL) includes the State cost of living adjustment to the District's revenue limit plus any changes in the deficit factor.