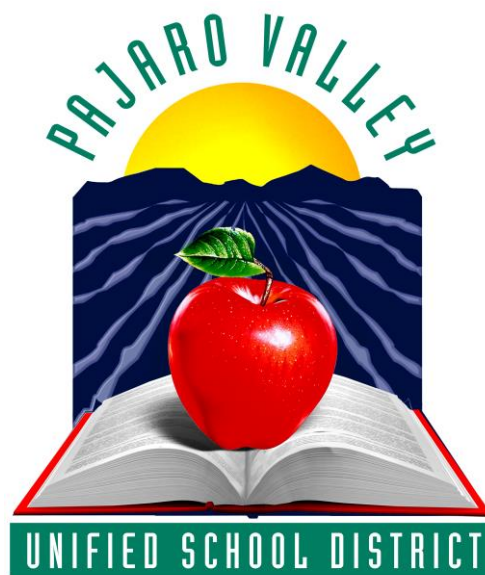


**PAJARO VALLY FEDERATION OF
TEACHERS
AFT/CFT LOCAL 1936**

and

**PAJARO VALLEY UNIFIED
SCHOOL DISTRICT**



**MASTER CONTRACT
2012-2015**

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PREAMBLE

The Pajaro Valley Unified School District and Governing Board and the Pajaro Valley Federation of Teachers recognize their mutual responsibility to work toward the achievement of quality education for all students in the Pajaro Valley Unified School District.

The Pajaro Valley Federation of Teachers, the exclusive representative for all Pajaro Valley unit members, and the Pajaro Valley Unified School District Governing Board have jointly entered into this Agreement which enumerates the rights, benefits and working conditions for all non-administrative certificated employees in the Pajaro Valley Unified School District and provides a democratic method for the resolution of problems.

Under this Agreement, the parties shall continue to pursue their individual interests in a spirit of mutual respect while working cooperatively toward their common goal of quality education for all Pajaro Valley public school students.

AGREEMENT AND DURATION

THIS BINDING, BILATERAL AGREEMENT, hereinafter referred to as the "Agreement," is entered into, by, and between the Pajaro Valley Unified School District, hereinafter referred to as the "District," and the Pajaro Valley Federation of Teachers, AFT Local 1936, AFL/CIO, hereinafter referred to as the "Union." The term of this agreement shall be from July 1, 2012, through June 30, 2015. In the agreement, the District and the bargaining agent may mutually agree to extend this Agreement by one-year periods or until a new Agreement is concluded.

ARTICLE I. RECOGNITION

In accordance with the Education Employment Relations Act, the District recognizes the Union as the exclusive representative for the non-administrative certificated employees. Exhibit A represents a listing of these positions; however, in cases of omission or of addition of new positions, employees paid primarily on the basis of one or more of the unit members' salary schedules shall be considered within the unit of exclusive representation, unless challenged by either party. Any challenges shall be decided by the Public Employment Relations Board.

ARTICLE II. GENERAL DEFINITIONS

- A. Wherever the term "school" is used, it is to include any work location, center, unit or any facility where members of the bargaining unit are located and where a grievance may arise.
- B. Wherever the terms "teacher" or "unit member" are used, it is to include all members of the bargaining unit except where specifically noted. Wherever the term "teaching" is used, it is to refer to a "certificated assignment," except where specifically noted.

- C. Wherever the term “principal” is used, it is to include the appropriate administrator of a work location.
- D. Wherever the singular is used, it is to include the plural.
- E. Wherever the term “Union representative” or the term “representative of the Union” is used, it is to mean a person or persons officially designated as such by the Union.
- F. Whenever the term “significant other” is used, it is to mean any combination of two (2) adults, 18 or older, regardless of gender, living together at the same address and sharing each other’s basic living expenses.
- G. Immediate family: “Immediate family” used in this section means the mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, grandchild of the employee or the spouse/significant other of the employee, and the spouse/significant other, brother or sister of the employee or any relative living in the immediate household of the employee.
- H. A career incentive increment is for teachers beyond class 4, step 17 to advance on the salary schedule by participating in 120 (one hundred and twenty) hours of administrator approved college course work or staff development every four (4) years.
- I. Leadership Teams: The majority of the site Leadership Team shall consist of full-time or shared contract classroom teachers with representation from each grade level or department. The classroom teachers shall be selected by their peers. The site administrator shall designate the other members of the site leadership team. The Adult Education Program Leadership Team shall consist of a majority of Adult Education teachers. Each team shall develop a protocol for communicating the recommendations and decisions of the team to the staff.

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 portion(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, 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 member of the Unit 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.

ARTICLE IV. WORKLOAD AND HOURS

The Parties acknowledge the professional status of certificated work. The purpose of this Article is to establish necessary definitions and parameters influencing the achievement of the professional work.

A. **Basic Work Day.** Times of arrival and departure shall be set in each school by the principal with the advice of the faculty, provided that the full work day, including the thirty (30) minute duty-free lunch period, shall be seven and one half (7 1/2) consecutive hours. Individual exceptions may be approved by the immediate supervisor for a given day. The faculty of a school includes all certificated employees assigned to that site.

B. **Definitions for Elementary Schools.**

1. Work Day shall be defined as the total time that the unit member is required to be on the work site.
2. Instructional Time shall be defined as the time during the workday when students are present at school for instruction.
3. Release Time shall be defined as the time during the instructional day when the classroom teacher is not responsible for a classroom of students.
4. Preparation Time shall be defined as that portion of the workday when the classroom teacher is not responsible for a classroom of students and is set aside for preparing for class and other professional responsibilities.

C. **Part-Time Work Day.**

The immediate supervisor, in consultation with the teachers who work less than full time, shall set appropriate arrival and departure times.

D. **Preparation/Release Time.**

1. Kindergarten and transitional kindergarten teachers, before or after teaching their own classes, shall provide and shall receive, in consultation with the affected faculty, up to an additional 180 minutes of classroom assistance per 5 instructional days. The kindergarten teacher shall, in consultation with each other, determine among themselves how to maximize classroom assistance for each other. In addition, kindergarten teachers shall receive sixty (60) minutes per five (5) instructional days for preparation time. The remainder of the work day shall include other duties related to the educational programs and supervisory responsibilities assigned by the immediate supervisor.
2. Elementary classroom teachers shall, during that portion of the work day that classes are not in session, be provided with an average of one hundred twenty

(120) minutes per five (5) instructional days for use by the teacher for any educational purpose.

3. Each primary (grades 1-3) classroom teacher shall be released during the instructional day one hundred twenty (120) minutes per 5 instructional days for use by the teacher for any educational purpose.
4. Teachers in grades 4, 5 and 6 or any combination of 4/5 or 5/6 (at elementary school sites) shall be released during the instructional day one hundred fifty (150) minutes per 5 instructional days for use by the teacher for any educational purpose.
5. Those elementary teachers with combination grades shall be released during the instructional day at the rate established above of the higher grade level of the combination.
6. Those elementary teachers who teach combination classes shall be excluded from supervisory duties within the workday provided that the majority of the faculty votes in favor of the exclusion. The principal shall initiate a secret ballot voting process during the first week of school. The votes will be counted in the presence of a PVFT representative.
7. Preparation/Release Time for Middle and High School
 - a. Classroom teachers in senior/middle/junior high school shall be provided with one daily preparation period equal in length to one instructional period. Part time employees who are employed for three (3) periods or less, receive no preparation period. Part time employees who teach four (4) periods or more, receive a preparation period. Middle School/Junior High teachers serving as Athletic Director shall receive one (1) additional preparation period as defined above during the semester(s) serving as Athletic Director.
 - b. In the case of a proposed senior/middle/junior high school schedule change that deviates from this standard, a 2/3 majority of the voting classroom teachers at the site may recommend modification of the schedule and modification of the preparation period provisions of this section of the Agreement. The vote will be by secret ballot. The recommendation will then be sent to the District and PVFT for negotiations. Part time teachers will vote proportionally, consistent with their teaching day.
 - c. Exceptions may occur on days with special scheduling. On these days, the principal, with the advice of the teachers, shall arrange a schedule that considers any loss of preparation time on a reasonable and equitable basis.

- d. Optional Teaching Schedule: Upon request from a site administrator, secondary teachers on a traditional schedule may agree, on an as-needed basis, to teach six (6) periods the first semester and four (4) periods the second semester with two (2) preparation periods the second semester. Preparation periods shall be consecutive unless the site administrator and the employee mutually agree otherwise. When more than one (1) teacher from a department volunteers, seniority shall prevail.
8. During their preparation periods, teachers may be required to substitute for another teacher or perform occasional supervisory duties when student safety is of primary concern. Such substituting shall be assigned on a reasonable and equitable basis consistent with the general guidelines below.
- a. Creation of lists.
 - i. Volunteer list. At the beginning of each school year, the site administrator shall ask all certificated staff at the site if they wish to be called to substitute during their preparation period and shall develop a list of volunteer certificated employees.
 - ii. Rotational List of Certificated Employees at Site. At the beginning of each school year, the site administrator will develop a list of all available certificated employees at the site who will be assigned substitution duties on a rotational basis.
 - b. Assignment Process.
 - i. The site administrator shall first assign an available substitute teacher who is on site to teach the class.
 - ii. If no substitute is available, the site administrator shall call for volunteers.
 - iii. If there are no volunteers, the site administrator shall contact certificated employees in the rotational order, based on the list referred to in the paragraph above (8, a, ii).
 - iv. A daily record of certificated staff who substituted will be maintained and made available for review.
 - c. Compensation.
 - i. Unit members who substitute during their preparation period shall be paid in accordance with Article VII, Section F.
9. Certificated Staff shall be provided one hundred twenty (120) minutes on weekly district-wide early dismissal days for fulfilling professional

responsibilities. Sites shall determine the purpose and outcomes of this time via the administration in consultation with staff.

10. Report cards and progress reports will be due no earlier than four (4) working days after the end of the grading period. Teachers shall not be paid additional compensation for this period of time.

E. **School Service Duties**

1. The principal, in consultation with the teachers, shall determine the number and types of supervisory duties or equitable methods of assignment of these duties, the number and types of duties to be performed outside of the Basic Work Day, which might include one “back to school night,” one open house, school and district committee meetings, in-service sessions, supervision of student activities and other school activities or events. All teachers assigned to a school shall share duties equally unless they can show legal or practical reasons that prevent them from doing so.

If in-service sessions extend beyond the Basic Work Day, attendance shall be on a voluntary basis. Meetings for the purposes of school improvement plans and curriculum planning shall be governed under these provisions.

2. Whenever possible, teacher volunteers shall be used to perform duties outside of the Basic Work Day, provided that, should the principal, with the advice of the faculty, determine that assignments are necessary. Every reasonable effort shall be made to equalize service duty time, and duty time volunteered shall be considered in determining equivalent service duty time.
3. Teachers shall not be required to perform services without pay on non-contract days.

F. **Faculty Meetings** shall be scheduled on a reasonable basis, not to exceed an average of two hours per month. A majority of the faculty may vote to extend the time on a per-meeting basis. Ten (10) minutes in each faculty meeting will be made available to the PVFT Building Representatives to conduct PVFT business.

G. **Alternate Work Year.** For those employees listed below who are required to work additional days beyond the regular work year, the additional days are to be considered part of their contract and shall be so reported and paid to the STRS system.

1. Academic Counselors, Career Counselors and Guidance Resource Teachers. The work year for the Academic Counselors, Athletic Directors, and Activity Directors at the High School level will be fifteen (15) days more than the regular work year. The work year for the Academic Counselors at the Middle/Junior High School level will be twelve (12) days more than the regular work year. The work year for Career Counselors will be an additional twelve (12) days. The employee shall be paid his/her per diem for work days required beyond the normal work year. The work year for the Guidance Resource

Teachers at the High School level will be fifteen (15) days more than the regular work year.

The work year for the Guidance Resource Teachers at the Middle/Junior High School level will be twelve (12) days more than the regular work year.

The District-directed in-service work day for counselors shall be determined no later than May 31st of the previous school year and shall be within their work calendar.

2. **Psychologists' Work Year.**
Psychologists' work year shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.
3. **Speech and Language Pathologists' (SLP) Work Year.** SLPs' work year shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.
4. **Program Specialist.**
The work year for the position of Program Specialist shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

ARTICLE V. CALENDAR

- A. The work year for teachers shall be one hundred eighty (180) teaching days (traditional calendar) or one hundred seventy-four (174) teaching days (YRE calendar) plus one (1) additional work day prior to the opening of school. For 1999-2000 the total regular work year is one hundred eighty-four (184) days (traditional) and one hundred seventy-eight (178) days (YRE). New teachers are requested to attend an orientation day prior to the opening of school. The work year for Children's Center teachers shall be in accordance with Article XVIII.

All regularly employed Adult Education teachers shall have one paid work day prior to the opening of school.

Adult Education teachers shall attend this paid work day as follows:

Hours/week taught	Hours/work day
1-17	5
18+	7

- B. Excluding all bargaining unit members in Adult Education, Migrant Head Start, and Children’s Centers, all remaining bargaining unit members will have the option of an additional day at their per diem rate as indicated on the approved calendar. These days are: November 20, 2007; November 25, 2008; November 24, 2009. This additional day shall be used for individual, teacher directed curriculum development and improvement related to services for English language learners. In the event that the State reduces the Categorical funding supporting these additional days for the 2008-2009 or 2009-2010 school years, the optional day will be withdrawn.
- C. A Calendar Committee shall consist of representatives from the District, including Board members, the Union, and any other recognized bargaining agent which may wish to participate. The Committee shall present calendar proposals for the traditional K-12 calendar to the District, the Union, and other participating bargaining agents, after soliciting input from within the District, considering appropriate legal requirements, and other factors. The Calendar Committee’s report shall be completed not later than January 1st and presented to the Governing Board at its next regular meeting for the first reading.
- D. Within ten (10) work days after presentation to the Board, either the District or the Union may provide written notice to the other party of intent to meet and negotiate on any or all of the recommendations of the Calendar Committee that are within the scope of negotiations.
- E. If neither party notifies the other in writing, then the Calendar Committee report shall be considered for adoption by the Governing Board at the next regular meeting following expiration of the ten (10) day notification period. If the Board does not adopt the recommended calendars, they shall be resubmitted for further negotiations. The calendar shall be subject to ratification by both the District and PVFT after completion of the process.

ARTICLE VI. CLASS SIZE

- A. All elementary school class sizes, grades Kindergarten through 3 (K-3) shall 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

These class size reductions may be implemented sooner than scheduled. If class size reduction (CSR) is no longer funded by the state, then the maximum class size will revert to the previous agreement of 31 students.

- B. 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.

- C. 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 appropriate Assistant Superintendent. The 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.

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. Release time teachers shall be scheduled to teach one class of students at a time.
- E. Class sizes and caseloads 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.
- F. 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.

G. 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.

- H. 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.

ARTICLE VII. WAGES AND RELATED MATTERS

A. Wages.

1. Teachers: See Exhibit F-1. Psychologists, Speech/Language Pathologists, and Program Specialists: See Exhibit F-2. Adult Education Teachers: See Exhibit F-3. Early Childhood Teachers: See Exhibit F-4. Children's Center Assistant and Associate Teachers: See Exhibit F-5. Migrant Seasonal Head Start Teachers: See Exhibit F-6.
2. Department Chair:
 - a. Department chair positions will be established at each of the comprehensive high schools. The stipend will be added to the extra-pay assignment salary schedule and will be equivalent to nine and sixty-four

hundredths percent (9.64%) of Class 1, Step 1 of the regular teacher's salary schedule.

- b. Six (6) department chair positions will be established for each middle/junior high school. The stipend will be added to the extra-pay assignment salary schedule and will be equivalent to six percent (6%) of Class 1, Step 1 on the regular teacher's salary schedule.
- c. Nominations for department chairperson shall be submitted to the principal. The principal and each nominee shall approve the nominee's candidacy. There shall be a secret ballot election for each department chairperson. If there are three (3) or more candidates with no one receiving a majority vote, a run-off election shall occur. If no nominee receives a majority vote of the department, additional nominees will be sought. Department members are eligible to vote for each class taught within a department (5 maximum).
- d. Elections will be held every two years for chairpersons of Adult Education departments following the provisions set forth in paragraph "c" (above). The number of hours assigned to each chair will be made by the administration proportionate to the size of the Adult Education departments. Adult Education department chairpersons will be compensated at their regular hourly rate.

- 3. Master's Stipend
A stipend will be given to all certificated personnel that complete all course work and are awarded a Master's Degree by an accredited institution.

B. Initial Salary Schedule Placement

- 1. Class (or Column)
 - a. The employee shall complete all course work prior to first rendering paid service to the District and shall furnish the Personnel Office with official transcripts for all units of course work no later than forty-five (45) days after first rendering paid service to the District. Extensions of the forty-five (45) day period may be granted by the Personnel Administrator, in cases of extenuating circumstances.
 - b. Employees shall be placed in the appropriate class based on the number of upper division or graduate semester units earned subsequent to completing the Bachelor's Degree. Graduate units credited prior to receiving the Bachelor's Degree shall be counted as units beyond the degree. (Teachers appropriately placed in accordance with previous agreements or Governing Board policy shall not be reclassified on the basis of this provision.)

- c. Units shall be accepted from colleges or universities accredited by one of the major regional accrediting associations.
 - d. A teacher who is required to have a credential for their assignment within the Infant Development Center (IDC) program will be placed on the Certificated Salary Schedule. A teacher who is required to have a permit for their assignment with the IDC program will be placed on the Children Center Salary Schedule.
 - e. Certificated employees hired on or after July 1, 2002, shall be entitled to full credit for full time teaching (currently up to step 17). Non-teaching bargaining unit members hired on or after July 1, 2002, shall receive full credit for all full time related prior service.
 - f. Teaching experience shall be defined as teaching or other approved certificated service as a full-time regular employee for not less than one hundred and thirty-five (135) days per year in a public, private or parochial school of recognized standing. Verified teaching in the Armed Forces may be accepted.
 - g. In special areas, work experience directly related to the subject(s) taught or to the special service rendered may be accepted in lieu of teaching experience upon recommendation of the Superintendent.
 - h. Any teacher who has been teaching with a valid credential in Adult Education, and a credential that authorizes teaching in K-12, who moves from full-time hourly to a contracted K-12 position within the District, shall receive credit for all teaching experience earned within this District. Seventy-five percent (75%) or more of the total hours considered a fulltime assignment in a given Adult Education school year shall be considered a full year's experience for initial salary placement purposes.
 - i. Part-time contract language is governed by Article XV.
2. Nurses:
- a. School year school nurses will be granted up to seventeen (17) years credit on the salary schedule for verified R.N. experience or teaching experience. Experience shall be verified in writing. Service shall be one hundred and thirty-five (135) days or one thousand and eighty (1080) hours per service year, i.e., academic year or January-December but not a combination thereof.

C. Salary Schedule Advancement.

- 1. Class (or column) change:

- a. An official transcript shall be furnished by the employee in order to establish or change salary class.
 - b. Course work shall be completed prior to September 1st in order to be considered for a change in salary class and official transcripts for such work, or documentation of a request for the official transcripts, shall be filed in the Personnel Office prior to October 1st in order for the change to become effective.
 - c. Unit credit towards salary class placement shall be upper division or graduate credit received from a college or university accredited by one of the major regional accrediting associations.
 - d. Application may be made to the Personnel Administrator for the acceptance of lower division units when the course clearly relates to the teaching situation of the individual and will benefit the students with whom the employee works. Approval under this section must be received prior to registration for the course. Not more than six (6) units of lower division credit shall be used for between-columnar movement, except where the District approves lower division language courses to meet bilingual education requirements and/or units in math and science.
 - e. Approval may be granted by the Governing Board for district in-service credit towards salary schedule placement. Such in-service shall be approved and recommended by the Superintendent.
 - f. When an advanced degree has been earned which will not be granted until a later date, due to the calendar of the college or university, the employee shall notify the Human Resources Dept. Salary stipend for an advanced degree shall be pro-rated when a diploma or official transcript recording the date the degree has been granted is filed with the Human Resources Dept., provided that no proration of the stipend shall be granted prior to July 1st of the current fiscal year.
 - g. When unit credit or creditable experience not previously filed with the Human Resources Dept. is presented, no salary adjustment shall be made retroactive prior to July 1st of the current fiscal year.
2. Experience (step) advancement:
- a. Each employee who was under regular (or temporary or categorically funded) contract for a year shall be advanced one step on the Salary schedule, providing that the employee served a minimum of seventy-five percent (75%) of the work days from July 1st through June 30th. Service time accrued outside the District, in the same school year, is not creditable toward step advancement.

- b. If an employee has reached the last step in any salary class and subsequently earned sufficient units to advance to another salary class, all years of service in the District shall be credited, up to and including the final step in the new salary class.
- c. An employee who served on an exchange assignment for one school year shall be granted the same credit for service as if the employee had continued in the local schools.
- d. An employee granted sabbatical leave for one school year shall be granted one-step advancement for the following school year.

D. Salary Payments.

- 1. **Payment Schedule:** All contracted employees assigned to traditional sites shall be paid on an eleven (11) month basis. Payments are made August through June. Employees assigned to a traditional site may select a deferred net payment for the twelfth month. This would result in payments from August through July with the July check reflecting monies due from the preceding year, i.e. July 1995 payment is from monies earned in the 1994-95 school year.
- 2. **Employees paid by the month:** All contracted employees, or other employees paid by the month, shall receive warrants payable on the last business day of the calendar month of service.
- 3. **Other Employees:** Warrants for other employees, including those who work part-time or by the hours, shall be payable on the tenth of the calendar month following service rendered, between the 19th and 18th of the two preceding months, subject to the limitations of the Santa Cruz County Comptroller's Office.

E. Stipend for Overnight Field Trips

Teachers who accompany students on approved overnight field trips shall be paid at the rate of \$250 (two hundred fifty dollars) per night when the teacher stays overnight.

F. Hourly Rate for Supplemental Work

Certificated employees shall be paid an hourly rate for supplemental work based on the following: Annual Salary for Column One (1), Step One (1) divided by the number of days in the regular work year divided by the number of hours in the basic work day = hourly rate.

Unit members required to substitute during their preparation period shall be paid the hourly rate. A block schedule preparation period shall be considered to be two (2) preparation periods. In the event that a class is divided among more than one (1) unit member for an entire school day, the amount equal to five (5) times the hourly rate shall be divided equally among the unit members who received the students.

G. Extra Days.

In order to meet program needs at the site beyond one hundred and eighty-one (181) days or one hundred and seventy-five (175) days dependent upon the school's calendar, the District may offer employees the opportunity to work additional days to be paid on a per diem basis (This does not apply to substitute assignments.)

Teachers working extra days may use sick leave as prescribed by Article XII of this Agreement.

Employees who work extra days shall be credited with additional sick leave at the same rate of accrual as provided in this Agreement.

Extra days will be paid on a supplemental payroll after the workdays have been verified. Additional sick leave, if applicable, will be credited upon completion of the assignment and verification of the number of days worked.

H. Payroll Deductions.

1. **Compulsory Deductions:** Deductions shall be made from salary warrants as required by law for:
 - a. Federal and State Withholding Income Tax.
 - b. State Teacher's Retirement System – Deductions for the State Teacher's Retirement System shall be made in equal installments for the number of warrants issued to each employee in each fiscal period.
2. **Optional Deductions:** Optional deductions shall be made from an employees' salary only with his/her written approval on a form provided by the Business Office. Discontinuance of optional payroll deductions shall be made when requested in writing by the employee on a form approved by the Business Office.
3. Changes in payroll deductions shall be filed with the Business Office on or before the eighth day of the month to be effective with the next salary warrant.
4. Payroll deduction for Union dues shall be made by the District when requested in accordance with this Article, and the following additional provisions:
 - a. Such deduction shall be made only upon submission of the appropriate form to the designated representative of the District, duly completed and executed by the employee and the Union.
 - b. All sums deducted by the District for membership dues or Agency fees in accordance with employees authorization shall be paid to the Pajaro

Valley Federation of Teachers at an address designated by the Union for that purpose.

- c. The Union shall indemnify, defend and hold the District harmless, including reasonable attorney's fees, from any claims made and against any lawsuit instituted against the District arising from its deduction of membership dues for the Union, with the exception of claims or suits based upon fault or negligence of the District.

ARTICLE VIII. HEALTH AND WELFARE BENEFITS

- A. The Union shall participate in a District-Wide Health and Welfare Benefits advisory committee to review and make recommendations on proposed revisions in the coverage. The parties recognize that it is within the jurisdiction of the Health and Welfare Benefits committee to consider changes in the health benefit plan. The committee will establish its operating rules and regulations. Any recommendation of the Health and Welfare Benefits committee shall be made not later than March 15, subject to negotiations at the request of either party, for implementation for the following school year. See District and PVFT website for current coverage and related expenses.
- B. If a unit member dies coverage shall continue for the surviving covered dependents 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.

ARTICLE IX. PERSONNEL FILES

- A. **Personnel Files.**
 - 1. Each teacher shall have the right, upon request, to review the contents of the District's personnel file on the employee, except those materials designated "confidential" by applicable law. Such review shall occur before or after the employee's instructional day or during duty-free lunch-time.
 - 2. A representative chosen by the teacher may, at the teacher's request, accompany the teacher in this review.
 - 3. Only one (1) official personnel file on any individual teacher may exist in the District. Such file shall remain at the Human Resource Office, except files for Adult Education unit members shall remain at the Adult Education Office. Up-to date rosters of Adult Ed certificated employees will be provided to the main Human Resources Office and the Business Office. This roster shall include: name, address, phone number, credential, primary assignment, original date of hire, hours employed, salary step and social security number.

4. All material in the District's personnel file that may have a direct effect on the employee's evaluation shall be signed by the source of the material and dated.
5. The teacher reserves the right to include in the file a written response to all material of a derogatory nature placed in the file, and this response shall be attached to the material in question.
6. A teacher may submit for consideration any letters of reference or information considered germane to the teacher's professional career that the teacher wishes to have placed in the file.
7. Upon an employee's written request, any derogatory materials which are more than four (4) years old shall be removed from all personnel files and placed in a separate file.
8. A teacher may appeal in writing the issuance of a letter of reprimand and its placement in the personnel file to the Superintendent. The Superintendent shall review and decide the merits of the letter of reprimand. The decision of the Superintendent shall be provided to the Board, if requested in writing by the employee. The Board shall review the Superintendent's decision and inform the Union and the teacher of its decision.

B. Performance-Related Working File.

1. Principals/supervisors may maintain one performance-related working file on each employee under his/her supervision. No more than one (1) working file on each employee shall be maintained at each site.
2. Each employee shall have the right, upon request, to review the contents of the working file once during the last three (3) weeks of each semester
3. A copy of any material that may adversely affect an employee's employment, which is received from or reflects information received from any source outside the District, shall be given to the employee prior to any action that may be taken against the employee, within a reasonable time and no later than twenty-two (22) working days after the material is received. Nothing herein shall apply to any investigation of an employee being conducted by a law enforcement agency, or to any investigation conducted by the District into alleged criminal conduct by an employee, where such investigation(s) is accompanied by a written request for confidentiality, unless material received from such agency or developed by the District in its investigation is used as a basis for any action against an employee. However, such material or any other material which may adversely affect the employee shall be provided to the employee within a reasonable time prior to any action which may be taken by the District against the employee.

4. No later than three (3) weeks before the end of each academic year, the principal/supervisor shall review the working file. Materials in the working file shall be either sent to the employee's official personnel file or destroyed at that time.

Nothing herein shall be construed, however, to prohibit the principal/supervisor from retaining copies of prior employee evaluations and related documents which have been previously provided to the employee or to prohibit the employee from reviewing such evaluations upon request. Related documents shall only include the final forms of the following evaluation options: administrative choice, administrative mandated, portfolio and partnership.

5. It shall be the responsibility of the principal/supervisor to assure the security and confidentiality of the working files.

ARTICLE X.

PROFESSIONAL GROWTH CREDENTIAL REQUIREMENTS

This Article has been deleted in its entirety.

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.

ARTICLE XII. LEAVES

A. Sick Leave.

1. Full-Time employees shall be entitled to sick leave with full pay at the rate of one (1) day for each school month of contracted employment, according to the following schedule:
 - Basic Work Year (184/178 for YRE Work Days): 10 days leave
 - 193 to 215 work days: 11 days leave
 - 216 work days, or more: 12 days leave
2. Sick leave shall be pro-rated on the basis of one (1) day per school month (or twenty [20] days of service) for contracted service less than the basic year.
3. Unused sick leave days shall be cumulative without limit. The full year's credit of current sick leave shall be available on the first day of contracted service, with accumulated sick leave added to it.
4. Sick leave accumulated in other California school district shall be transferred in accordance with Education Code paragraph 44979.
5. Within twenty (20) working days of the first service in any school year, the District shall provide each employee with a written statement of accumulated sick leave and the current year's sick leave credit.
6. Upon retirement, the teacher's accrued sick leave, if any, may be applied towards service credit, in accordance with the State Teacher's Retirement System regulation.
7. When a teacher is absent due to illness for more than three (3) consecutive days, s/he shall inform the site administrator/immediate supervisor of the reason(s) for the absence no later than the end of school on the third consecutive day. If the administrator questions the validity of the absence, s/he may require a physician's verification for additional absence.
8. Extended Sick Leave: When an employee is absent from his duties due to illness or injury for a period of five (5) school months or less, beginning the first

day following the utilization of current annual sick leave and all sick leave accrual has been utilized, the amount deducted from the salary due him/her shall not exceed the amount paid a substitute employee, employed to fill his/her position. If no substitute is employed, and all sick leave accrual has been utilized, the amount which would have been paid a substitute shall be deducted from the salary due him/her. Provided further, that in no case shall more than fifty percent (50%) of employee's salary be deducted during the first thirty (30) days of absence or until the employee is eligible for long-term disability benefits, whichever occurs first. The employee may access 100 days of this differential pay.

9. Catastrophic illness: In cases of catastrophic illness, the Superintendent may grant five (5) additional days and the Board may grant, upon request, additional paid sick leave up to thirty (30) days after the employee has exhausted all paid leave available.

B. Personal Necessity Leave.

A bargaining unit member may use a maximum of ten (10) days of accumulated sick leave in any school year covered by this agreement for personal necessity for reasons of compelling personal need. Personal Necessity leave shall not be used for vacation or to extend a holiday.

C. Maternity Leave.

1. Sick leave (including extended sick leave in paragraph 8 of Sick Leave) may be used for the period of temporary disability resulting from pregnancy and childbirth, as follows:
 - a. The employee and the employee's physician shall determine the length of temporary disability.
 - b. The employee shall provide the District with a letter signed by the employee and the employee's physician which shall certify the length, including the beginning and ending dates, of temporary disability.
 - c. If additional leave for pregnancy disability is needed beyond the utilization of accumulated sick leave an extended leave (five months' differential), the employee may request an additional twelve (12) weeks of leave without pay under the Family Care and Medical Leave Act. During this additional twelve (12) weeks of unpaid leave, the employee shall be provided health and welfare benefits as provided to the employees on duty.
 - d. The employee shall notify the District of her intent to use Maternity Leave days no later than thirty (30) days prior to the expected date of delivery, provided that early delivery or unforeseen use of maternity benefits shall not be a basis for the denial of the benefit.

- e. At the termination of Maternity (disability) leave, upon employee request, additional leave (unpaid) may be granted under the Child Care Leave provisions of this Agreement.
2. Sick leave shall be honored when an illness occurs during a leave without pay under the following circumstances:
 - a. It is known in advance of the beginning of the leave without pay that a temporary disability, e.g., pregnancy-related or elective surgery, will occur during the leave and;
 - b. A physician has verified in writing, in advance of the leave without pay, that a temporary disability will occur during the leave and; c. it is beneficial both to the employee and the District to begin a leave without pay at a specific time, e.g., the beginning of a semester, quarter, break period or grading period.

D. Paternity and Adoption Leave.

1. A partner who is an employee shall be allowed one day of absence with full pay for childbirth purposes, and such leave shall not be deducted from sick leave.
2. A father and/or mother shall be allowed one day of absence for adoption purposes with full pay, and such leave shall not be deducted from sick leave.
3. Where additional time is needed for paternity, additional days may be granted under the Personal Necessity Leave provision.
4. Following childbirth, upon employee request, additional leave (unpaid) may be granted under the Child Care Leave provisions of this Agreement.

E. Bereavement Leave.

1. Up to five (5) days of leave shall be granted upon request in the event of the death of the spouse/significant other (as defined in Article II., F.) of an employee. The District requires a Declaration form to be completed (notarized and signed by both parties) which identified significant other. The form may be obtained at the District Personnel Office or PVFT Office.
2. In the event of the death of a member of the immediate family as defined in this Article II., G, bereavement leave shall be as follows:
 - a. Within a 250-mile radius from the District Office, three (3) days shall be granted;
 - b. 250-mile radius or beyond from the District Office, two (2) additional days shall be granted.

- c. No deduction shall be made in salary or from sick leave credits in granting leaves under this provision.
- d. Additional days of bereavement leave, beyond the provisions of this section, may be obtained under the Personal Necessity Leave section. In cases where there is no accumulated sick leave available, the District shall grant one (1) additional day.

F. Military Leave.

- 1. Every employee who enters the military of the United States or the State of California is entitled to a military leave. Such absence does not affect classification and does not constitute a “break in service”. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.
- 2. Within six (6) months after an employee leaves the service, s/he is entitled to his/her former position at a salary s/he would have received had s/he not been on military leave.
- 3. Any employee who is on temporary military leave of absence, and who has been an employee for a period of not less than one year immediately prior to the day absence begins, shall be entitled to salary for the first thirty (30) calendar days of such absence. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year.

G. School Business & Educational Conferences.

With prior District approval, absences on school days may be permitted for school business and/or educational conference trips which directly relate to the employee’s duties and responsibilities, and no deduction shall be made in salary or sick leave.

H. Jury Duty or Court Appearance.

A teacher who is summoned for jury duty or subpoenaed to appear in court as a witness shall be excused for that purpose without loss of pay. The teacher shall remit to the District any jury or witness fee, excluding mileage received.

I. Family Care and Medical Leave.

Employees may be granted family care and medical leave pursuant to Government Section 12945.2 under the following terms and conditions:

- 1. An employee shall have been employed for a minimum of twelve (12) months and at least twenty-five (25) hours a week during this period to be eligible for family care and medical leave.

2. Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee's child, spouse or parent.
3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision of a health care provider.
4. An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period and twelve (12) work weeks of paid (at the same level for employees not on leave) health and welfare benefits. The twelve (12) work weeks may be taken in increments of no less than one day at a time.
5. An employee may elect or the District may require the employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid negotiated time.
6. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
7. An employee and the District must mutually agree for an employee to substitute for family care and medical leave, accrued sick leave for the birth, adoption or foster care of a child, or also for the serious health condition of a child, spouse or parent of the employee.
8. If husband and wife are both employees of the District each is entitled to twelve (12) work weeks per twelve (12) month period with the exception of child care, birth or adoption. For this purpose, one (1) twelve (12) week period may be shared by the husband and wife.
9. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945.
10. The above provisions are intended to, and shall comply with the provisions of Government Code Section 12945.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.
11. Alleged violations of this provision shall be filed with the Fair employment and Housing Commission and shall not be subject to the grievance procedure in this agreement.
12. The employee may continue any health and welfare benefits at his/her own expense, subject to approval of the carrier(s). Arrangements shall be made by the employee through the Business Office.

J. Leave for Medical Examinations Required by the District.

A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District, except for the initial employment examination. The cost of such examination shall be borne by the District. Use of a district-approved form may be required.

K. Quarantine.

Teachers absent due to exposure to a communicable disease for which the Health Department may require isolation, but who are not themselves ill, shall receive full pay for so long as the Health Department shall require isolation.

L. Industrial Illness and Accident Leave.

Employees absent from duty because of injury or illness resulting from industrial accidents which qualify under Workers' Compensation Insurance shall be allowed leave with fully salary under the following conditions:

1. Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have performed work for the District in one fiscal year for the same accident.
2. The sixty (60) days leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When an employee is absent from his/her duties on account of an industrial accident or illness, and for which s/he is receiving temporary disability benefits under the Worker's Compensation laws of California, s/he shall be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, shall result in a payment to the employee of not more than his/her full salary.
5. Industrial accident or illness leave shall be reduced by one (1) day or portion thereof, for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Ed Code Sections 44977, 44978, 44983 and 44984 and, for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, s/he may elect to take as much as his/her

accumulated sick leave which, when added to his/her temporary disability indemnity, shall result in a payment to the employee of not more than his/her full salary.

8. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
9. Any employee who has exhausted his/her benefits under this provision may apply to the Governing Board for additional relief. The Governing Board shall consider the request, and may grant additional sick leave days to cover any or all of the additional leave time needed.

M. Sabbatical Leave.

1. Purpose: Sabbatical leave of absence is a privilege accorded to qualified employees and is a leave of absence not to exceed one (1) year for the purpose of permitting study, travel, retaining, or research by the employee which will benefit the schools and pupils of the District.
2. Qualifications: An employee who has completed seven (7) years of continuous services in the District, who plans to improve his/her professional competence by study or travel, shall be eligible for consideration for either a one-semester or a one-year sabbatical leave. Consideration shall include the employee's standard of service and his/her intent to meet the other requirements concerning sabbatical leave.
 - a. Sabbatical leaves shall not be accumulated.
 - b. Extent and Distribution: The number of employees on sabbatical leave shall be at the discretion of the Governing Board, and shall not exceed two percent (2%) of the total employees in the unit. The Governing Board shall determine, no later than January 15th, whether it will grant any sabbatical leaves for the following school year.
 - c. Selection: In the event more applications are received than can be granted, selection shall be made by the Governing Board on recommendation of the Sabbatical Leave Committee.
 - d. Compliance: Compliance with the requirements stated in this section shall not imply automatic granting of sabbatical leave.

- e. **Qualifying Service:** Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days shall not be counted as an interruption of the seven consecutive year period. Leave of absence with pay shall be included to meet the seventy-five percent (75%) requirement.
3. **Planned Program:** The applicant shall submit a statement of the program that s/he proposed to follow while on sabbatical leave to the Sabbatical Leave Committee. S/he may accept a fellowship or grant-in-aid designed to promote the accomplishment of the purpose of the leave.
- a. **Sabbatical Leave for Study:** Sabbatical leave for study may include:
 - (1) Study in residence at a college or university, at which the leave shall enroll for a minimum of twenty-four (24) semester units or equivalent per year which course work shall be planned to achieve some professional goal.
 - (2) Study on a special project or research project or research problem which may be submitted for the unit requirement for the in residence study, if approved in advance by the employee's principal and the Superintendent. Such special project shall be of a quality comparable to a thesis in scope and in depth.
 - b. **Sabbatical Leave for Travel-Study:**

Employees on sabbatical leave for travel-study should remain in travel status four (4) months of each semester of leave granted. The program the employee intends to follow while on leave should include a proposed itinerary and a statement concerning the proposed objectives of the travel-study and a description of the tangible means by which the travel-study shall be used to benefit pupils of the District.
 - c. **Sabbatical Leave for Research:**

The term "research" shall mean to work on a District-approved research project. If the research is conducted at an accredited college or university, any units earned shall apply for advancement on the salary schedule.
4. **Application for Sabbatical Leave:**

A letter of intention to make application for sabbatical leave shall be submitted to the employee's principal or immediate supervisor who shall forward it to the Human Resources Dept. prior to January 15th of the year preceding the school year for which the leave is desired. Receipt of the request shall be

acknowledged by the Human Resource Department. On or before February 1st, the employee shall submit for evaluations by the Sabbatical Leave Committee a complete application for sabbatical leave.

5. Denial of Leave:

If the Sabbatical Leave Committee recommends denial and/or the Governing Board denies a leave, the applicant shall receive a written notification of the reasons for the denial.

6. Compensation While on Sabbatical Leave:

While on sabbatical leave, the employee shall receive fifty percent (50%) of the salary s/he would have received had s/he been in full-time service in the District. Regular full-time employee health & welfare benefits shall remain in full force during the leave.

- a. The salary may be paid in the same manner as if the employee were teaching in the District or in an alternative manner mutually agreed to by the employee and the Business Office upon furnishing by the employee of a suitable bond indemnifying the District against loss in the event the employee fails to render service in the District twice the length of the sabbatical leave. The bond shall cover the first month of the leave, and continue throughout the last school month of the period of time which is twice the length of the sabbatical after return from leave.
- b. In no case shall the amount received from sabbatical leave pay and remuneration from grants or stipends related to the sabbatical exceed the regular salary of the employee. Should the amount of remuneration from grants or stipends be sufficient to cause the employee's regular salary to be exceeded, the sabbatical leave pay shall be reduced by an amount sufficient to reduce the total anticipated salary to the amount the employee would have received had s/he not taken the leave.
- c. Upon return from sabbatical leave, the Superintendent may request a statement of income from grants or stipends received during the term of the leave.

7. Effect of Sabbatical Leave on Salary Increments and Retirement:

Sabbatical leave shall be considered as a time in service in the District salary schedule purposes. Retirement deductions shall be made in ratio to the salary received. An employee shall have additional STRS employee deductions if s/he so requests.

8. Return to Service:

The employee who is granted sabbatical leave shall agree to return to service in the District for the equivalent of twice the time length of the sabbatical leave.

- a. Reinstatement: Unless s/he otherwise agrees, the employee shall be reinstated in the same position held by him/her at the time of granting of the leave. If the position no longer exists, the employee shall be placed in an equivalent position which best utilizes the training and preparation obtained through the sabbatical leave, in accordance with the Reassignment and Transfer Article of this Agreement.
- b. Reports of Completion: Upon completion of the leave, and within sixty (60) work days of the employee's return to duty, s/he shall submit one of the following to the Superintendent for approval:
 - (1) Official transcripts showing in-resident study
 - (2) A written report of study on a special problem or research project, and, upon request of the Governing Board, an oral report.
 - (3) A written report setting forth the result of the travel study taken, and tangible evidence of how this information will be used for the benefit of students and, upon request, an oral report to the Governing Board.
- c. Reports to the Community: An employee, upon returning from sabbatical leave, shall be encouraged to report to groups in the community, if any when appropriate, his/her experience. The report may be an article suitable for publication.
- d. Compliance with Sabbatical Leave Agreement: Should it be determined by the Board that the conditions of the sabbatical leave were not fulfilled, the Board may take action to recover District expenditures.

9. Illness, Injury, or Death:

In case of injury to or illness of the employee during a sabbatical leave which prevents his/her completing the purposes of the leave, the sabbatical shall be terminated and all provisions for sick leave shall apply. If death prevents the employee from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required from his/her estate.

10. Other Reasons for Termination:

- a. If an employee desires to terminate his/her sabbatical for reasons other than those stated in paragraph 9 above, the employee shall submit in

writing to the Superintendent a detailed explanation of the reasons. The Board shall consider the request in a timely manner upon recommendation of the Superintendent.

- b. A teacher who returns to service during a semester s/he had been scheduled to be on sabbatical leave shall be given an interim assignment where a vacancy exists.
- c. An interim assignment shall end at the close of the semester the sabbatical was originally scheduled to end. The following semester, the teacher shall be assigned in accordance with Item 8, a., above.

11. Sabbatical Leave Committee:

There shall be a committee of six (6) members to be known as the Sabbatical Leave Committee. Three (3) members shall be appointed by the Union, and three (3) by the Superintendent. The duties of the committee shall be to consider the applications for leave, and then recommend for approval by the Governing Board applications that meet the standards established by the Committee in accordance with this Article.

- a. The Human Resources Dept. and the Union shall coordinate the activities of the Sabbatical Leave Committee. A meeting of the Sabbatical Leave Committee shall be called on or before December 1st for the purpose of review of standards.
- b. The Sabbatical Leave Committee shall develop reasonable standards for study, travel, retaining and research in order to qualify for sabbatical leave and shall cause such standards to be published and included on application forms. The committee shall meet as soon as possible after the deadline for filing and consider the applications and establish a written eligibility list for recommendation to the Governing Board, with copies to the Union, by March 1st. In establishing rank on the eligibility list, the committee shall consider, but not be limited to:
 - (1) the potential of the proposed plan for contributing to the quality of education in the District and the applicant's professional growth;
 - (2) the applicant's prior contribution to the District and potential for leadership;
 - (3) seniority in the District;
 - (4) impact upon secondary school departments; and
 - (5) such other pertinent factors as established by the committee.

12. Notification to County Superintendent:

A copy of all approved leave agreements are to be submitted by the District to the Office of the County Superintendent of Schools and to the Union.

13. Education Code:

In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and all amendments to the Education Code affecting sabbatical leave shall become a part of these rules and regulations.

N. Teacher Exchange Leave.

1. The District and the Union encourage certificated staff participation in the Teacher Exchange Programs that provide for a guest teacher to be placed in a classroom of the District.
2. The teacher requesting an exchange assignment must have completed his/her third year of full-time service in the District.
3. The teacher making a request for an exchange program leave must first obtain written approval from the building principal.
4. Interested teachers must file a letter of request for leave with the Human Resources Dept. to participate in an exchange teacher program no later than January 1st prior to the year of the leave.
5. Preliminary approval for Teachers' Exchange Program leave must be obtained from the Governing Board prior to making application to the Exchange Agency.
6. The length of leave shall not exceed one year.
7. All expenses connected with arranging for an exchange assignment shall be borne by the District teacher and/or the guest teacher. For example, the teachers are responsible for the cost of transportation.
8. Each teacher involved in the exchange shall be paid his/her regular salary by his/her home school system. The guest teacher shall not be provided with District-paid health and welfare benefits.
9. In the event the exchange leave of the District teacher would be terminated by an illness or for other reasons, the teacher must immediately return to the District in order to remain on paid status. Upon return, the teacher will be placed on unassigned status and given an appropriate assignment as soon as health and/or other conditions permit, for the remainder of the term of the exchange. The teacher would then be reassigned to his/her prior position when the exchange teacher leaves, provided that position exists for the following year.

10. No teacher will be released for an exchange assignment prior to the last day of his/her regular contracted service unless specifically approved by the Governing Board. The reason for early release must be a condition that cannot be resolved in any other manner.
11. The visiting teacher shall be given current annual sick leave, as awarded other employees of the District.
12. Procedures and regulations of the Exchange Agency shall govern all matters not covered above.
13. Teaching assignments that do not include an exchange arrangement may be applied for under Personal and Professional Leaves Without Pay.

O. Personal or Professional Leaves Without Pay.

1. Professional Leaves:

Purpose: Leaves of absence without pay may be approved by the Governing Board upon the recommendation of the Superintendent for study in a fulltime, accredited program; completion of credential requirements in a fulltime program; for research, teaching or lecturing under a nationally recognized fellowship or foundation or for cooperative work in an instruction of higher education. The Board may grant full- or part-time leaves when necessary in meeting District staffing needs, as in the case of a full-time permanent employee transferring to a part-time position to meet a District need. In such cases the eligibility, application deadline, and notification of return requirements shall not apply. The Board may consider other reasons or circumstances, in consideration of District needs.

Eligibility: An employee shall have completed his/her third (3rd) year of service before being granted a leave without pay by the Governing Board other than for extended illness, basic credential fulfillment for his/her current teaching position, for child care (see Child Care Leave provision). A professional leave shall be no more than one (1) year in length, except when, with the Superintendent's recommendation, a professional leave may be extended by the Governing Board for a second year, and shall be limited to one per seven (7) years of continuous service, unless requested for the purpose of clearing a credential, in which case a professional leave may be taken once per five (5) years of service.

2. Personal Leaves:

Purpose: Personal leaves shall be approved by the Governing Board for all applicants meeting eligibility requirements. Personal leaves shall be no more than one year in duration.

Eligibility: Applicants shall have completed seven (7) years of satisfactory certificated service in the PVUSD prior to the beginning of the leave. Employees shall be eligible for personal leaves no more than once per seven (7) years of continuous service.

3. Family Emergency/Medical Leave:

Purpose: Family Emergency/Medical Leaves may be granted by the Governing Board for illness or convalescence, or a family emergency or severe need in the immediate family that demands the employee's presence. The Board may consider other reasons or circumstances.

Eligibility: Any employee may be granted a Family Emergency/Medical Leave. Such leaves may be granted for the remainder of a school year and up to one additional school year. For the purpose of eligibility for personal or professional leave, such a leave shall not constitute a break in service.

4. Short-term Leave Without Pay:

The Superintendent or his/her designee may grant leaves of absence without pay for a period up to thirty (30) calendar days.

5. Sick Days in Leave Without Pay:

Sick leave shall not be honored when an illness or injury occurs during the leave without pay, except for medical leaves and maternity leaves or elective surgery described under the Maternity Leave provision.

6. Part Time Leave:

Unit members may apply for a part time leave pursuant to Article XV of this Agreement.

7. Request for Leave:

Requests for such leave without pay shall be filed with the Personnel Director through the immediate supervisor. Requests for leave for the first semester or for a school year shall be filed no later than March 1st of the previous school year. Requests for leave for the second semester shall be filed no later than November 1st of the same school year. All other requests shall be filed far enough in advance of the leave to permit reasonable time for processing. Receipt of the request shall be promptly acknowledged by the Human Resources Department. The employee shall submit a written request outlining the purpose of the leave, including a statement of intention to return. The March 1st and November 1st deadlines may be waived in extreme circumstances, if the Superintendent determines that a timely request was beyond the control of the applicant.

8. Extent and Distribution:

Each request for leave of absence shall be evaluated on its own merit. One criterion may be the length of time which has elapsed since the completion of any previous leave without pay.

9. Notice of Return:

Upon application for a Leave of Absence Without Pay, the applicant shall be asked to sign a document indicating the intention to return to employment in the PVUSD at the end of the leave period. Applications shall be required to notify the District in writing of their intent to return by March 1st, or, in the case of a first semester leave, by December 1st. The District shall make reasonable efforts to inform the employee of the notification obligations. Employee failure to notify shall be considered an abandonment of the position.

10. Rights and Benefits:

- a. There shall be no financial or health and welfare benefit compensation during leaves of absence without pay, but other rights and benefits, such as tenure, sick leave accrual, salary placement and retirement benefits which were accumulated during prior service in the District, shall be retained.
- b. The employee may continue any health and welfare benefits at his/her own expense, subject to approval of the carrier(s). Arrangements shall be made by the employee through the Business Office.
- c. An employee returning from a leave without pay for 2 (two) years or less shall return to his/her former school, except s/he may request to be reassigned or transferred or may be considered for reassignment or transfer in the same manner as employees who are not on leave.

P. **Personal Leave with Differential Pay.**

1. For reasons brought about by circumstances under which the employee's presence is required by law or is of very serious importance and cannot be scheduled outside of duty hours, the Superintendent may grant up to five (5) days leave to the employees of duty hours, the difference between the employee's per diem and that of the substitute. In cases where no substitute is employed, the amount that would have been paid the substitute shall be deducted from the employee's per diem.
2. Days of leave granted under this provision shall be included in the 30-day maximum leave without pay authorized in Item 4 under Personal or Professional Leaves Without Pay.

3. Requests for leaves at differential pay shall be made, in writing, to the Superintendent through the immediate supervisor at least five (5) working days prior to the commencement of the leave, except in cases of emergencies.

Q. Child Care Leave.

1. An employee may be granted a leave without pay for the purpose of caring for a child.
2. Such leave without pay may be granted for up to the remainder of the school year in which the birth, adoption or legal guardianship occurs, plus up to one additional school year. Additional leave for child care may be granted under Personal or Professional Leaves Without Pay.
3. Leave without pay may begin prior to childbirth in accordance with Maternity Leave, paragraph 2, a.

R. Union Leave (Release Time).

1. According to Union request, the District shall grant full or part-time leave to a person designated by the Union, in accordance with Ed. Code paragraph 44987. The District shall pay salary benefits s/he would have received at fulltime employment and the Union shall reimburse the District for pro rata portion of the contract.
2. The District shall grant to the Union (as determined by the Union President) an additional twenty (20) days for the purpose of Union business. Prior notice to the immediate supervisor and Superintendent is required.
3. All costs of substitutes shall be borne by the Union.

S. Exchange Days.

The practices of traditional calendar teachers trading days with YRE teachers will be allowed as in Article XXI., L.

1. Unit members who desire to exchange days will make their own arrangements with another teacher who will be responsible for maintaining the continuity of the academic program.
2. A maximum of five (5) days per school year will be allowed for each teacher.
3. In cases of extenuating circumstances where a teacher needs more than the days allowed, a unit member may appeal in writing to his/her principal for additional days. The granting of additional days must have the approval of the District Office and site administrator.

4. All requests must be submitted to the building principal at least five (5) working days prior, within the same school, or at least ten (10) working days prior, if another school is involved, unless there is a serious emergency. The approval or denial of exchange days shall be at the sole discretion of the administration. This decision shall not be arbitrary or capricious, or without basis in fact. If a request is not approved, the principal will present, in writing, his/her reasons for denying the exchange.
5. All trades must be completed within a given school year.
6. When a trade is requested which would affect two (2) schools, both building principals must approve the trade.
7. If the unit member who is responsible for being in that classroom should be absent because of illness or any other reason, the absence day shall be charged to that unit member and that member will be responsible for arranging for any substitute required.
8. Partial contract unit members will be allowed exchange days within their schedule with the same provisions.
9. The District and/or the Union bear no responsibility for the enforcement of private exchange day agreements between individual teachers, nor shall the District or Union be liable for the payment of additional compensation based upon any teacher working beyond his/her regular work year pursuant to any exchange day agreement.

T. Catastrophic Illness.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or a member of his/her immediate family for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee.

1. Eligibility Requirements:

Eligible leave credits may be donated for a catastrophic illness or injury if all of the following requirements are met:

- a. The employee has achieved permanent status or is a third year categorical (or non-permanent) employee.
- b. The employee who is, or whose family is, suffering from a catastrophic illness or injury requests, in writing, a need to use this leave and provides verification of catastrophic injury or illness as required by the District. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of

absence from work. If the applicant is unable to make a written application, a family member may submit the documents to the District.

- c. The District determines that the unit member is unable to work due to the employee's or family member's catastrophic illness or injury.
- d. The employee has exhausted all of his/her paid sick leave credits, including all entitlement to differential pay.

2. Procedures for Donating Sick Leave Credits:

- a. Employees may donate sick leave credits provided that s/he has a sufficient number of accumulated sick leave to retain at least twelve (12) sick leave days in his/her account.
- b. All transfer of sick leave credit to the program is irrevocable.
- c. Participation is voluntary, however to be eligible to withdraw from the bank, an employee must have made a contribution to the bank. The rate of contribution by each participating employee for each school year shall be no less than one (1) day of sick leave nor more than ten (10) days.
- d. Donations shall be authorized in writing yearly by the employee.
- e. Employee may only donate sick leave days to the bank between July 1st through October 31st.
- f. Employees returning from extended leave will be permitted to donate within thirty (30) calendar days of their return.
- g. The District Office shall maintain on file the CSLB Bank Credits. Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent, or the Assistant Superintendent of Personnel, or their designee, and the employee's exclusive bargaining representative before transfers are made into and out of the credit bank by or on behalf of the employee.
- h. Days in the CSLB shall accumulate from year to year.
- i. For Adult Education, six (6) hours equals one day of sick leave.
- j. Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Workers' Compensation Benefits or when the employee is eligible for disability under his/her retirement system.

U. **Leaves and Reimbursement to Serve on Educational Related Commissions.**

Unit members who wish to participate on a local, State or Federal governmental commission or body that is related to public education may apply for and be considered for a leave of absence, paid or unpaid, and may request reimbursement from the District for unreimbursed expenses of mileage related to the unit member's participation.

ARTICLE XIII. EVALUATION

- A. Teachers shall be evaluated by a procedure that is continuous, comprehensive and uniform throughout the District. Teachers will be evaluated based on the Pajaro Valley Professional Standards and the California Standards for the Teaching Profession. See Exhibits C-1 through C-5 in this Agreement. The primary objective of evaluation is to maintain or improve the quality of instruction in the district. This evaluation process shall be in compliance with the provisions of the Education Code.

Separate from the formal evaluation process, both the Union and the District encourage teachers to take advantage of the Voluntary Peer Assistance and Review (PAR) process as a professional development opportunity. See Exhibit G.

The primary evaluator shall be the certificated immediate supervisor. By mutual agreement of the evaluator and the evaluatee, parents and students may be involved in the evaluation process, and the process and forms for such participation shall be mutually agreed to by the evaluator and the evaluatee prior to such participation.

- B. The teacher evaluation program will consist of three (3) options. See Chart on exhibit C-4 of this Agreement.
1. Each probationary, temporary or categorical (non-permanent) employee shall be given at least one (1) written performance evaluation each year.

Categorical (non-permanent) employees will be evaluated on the administrative mandated option for their first two (2) years. Beginning with their third (3rd) year in the District, after receiving two (2) successful evaluations on the administrative option, categorical (non permanent) employees will be governed by the same evaluation options and procedures as permanent teachers in good standing.
 2. Employees who transfer shall take their Evaluation Option with them.
 3. The evaluator shall make formal observations of not less than thirty (30) minutes.
 4. The evaluation process shall be completed in sufficient time so that each teacher shall receive his/her evaluation no later than the 152nd day.

5. A list of deadlines/timelines will be distributed by the Human Resources Dept.

C. Pre-Assistance and Mandatory Peer-Assistance & Review (PAR)

The Primary purpose of Pre-Assistance is to improve the quality of classroom instruction and promote higher student achievement. However, at times some staff require additional guidance and support to maintain Professional Standards. If additional guidance and support is needed, the supervising administrator will initiate the Pre-Assistance process. When a certificated staff member is placed on Pre-Assistance, there is no record of it submitted to his/her certificated personnel file.

1. Pre-Assistance:

Pre-Assistance is focused on specific areas of the Professional Standards and is to be viewed positively as providing the necessary guidance and support required to reestablish Professional Standards. The duration for Pre-Assistance is a minimum of 10 weeks for tenured staff.

The supervising administrator will give a written notice to the unit member regarding:

- A statement of the problem in relationship to the Professional Standards
- A statement of the desired behavior in relationship to the Professional Standards
- Date(s) when the problem has occurred
- Date when the problem is to be resolved; and
- Recommendations and assistance that will be given to the teacher

At the completion of the pre-assistance plan, one of the following actions will occur:

- Continuance/extension of the pre-assistance plan
- Referral to mandatory PAR (Peer Assistance and Review) if tenured
- Problem is resolved and Professional Standards met, return to current evaluation option

2. Mandatory PAR Referral process.

- a. At the summative meeting of the pre-assistance process, the Administrator notifies the unit member of the referral to PAR and provides the unit member the packet titled, "Peer Assistance and Review Guidelines."
- b. Refer to Exhibit C5 for the mandatory PAR referral process.

- c. The packet titled “Peer Assistance and Review Guidelines” is also available for review at both the Union office and the Human Resources Dept.
3. Teachers shall not be permitted to advance to a higher step or column on the teacher salary schedule while on mandatory PAR. Mandatory PAR is generally assigned for the entire school year. If, however, a teacher has corrected noted problems in the first semester, she/he could be taken off mandatory PAR for the second semester. In addition, a teacher assigned to mandatory PAR is not eligible to advance on the salary schedule until the beginning of the new school year that follows the successful completion of the PAR Plan.

ARTICLE XIV. REASSIGNMENT AND TRANSFER

- A. All bargaining unit members are employees of the District and not of one particular school, division or department.
- B. Teachers assigned to Migrant Education, Special Education, Educational Services, and other specially designed programs shall be considered members of the department, and shall be subject to reassignment based upon department needs and teacher qualifications. Reassignment procedures for teachers assigned to Migrant Education, Special Education, Educational Services and other specially designed programs are used to request a different job assignment anywhere within the same department. The transfer procedures are used to request a different job assignment outside the department.

Bargaining unit members shall be assigned solely within the scope of their authorizations and in compliance with the mandates of the federal No Child Left Behind Act (NCLB) and other legal mandates. Bargaining unit members shall not be reassigned or transferred outside the scope of their certificates without their written consent and appropriate action by the Governing Board. Areas of demonstrated competence, as well as program needs, must be a strong consideration in reassignment and transfer. Unintentional failure to inform an employee of these requirements does not waive the employee’s responsibility to meet the requirements necessary to maintain a valid credential necessary to continue employment in the District.

- C. The following definitions shall apply to reassignment and transfer:
 1. “Reassignment” is the placement within a given school of a bargaining unit member to a different position with a different grade level (such as second to third grade), or a different department (such as science to social studies), or both (such as seventh grade social studies to eighth grade mathematics).
 2. “Transfer” is a relocation from school to school and may include a change in grade level and subject:
 - a. A transfer may be teacher-initiated (voluntary); or

- b. A transfer may be district-initiated (involuntary)
- 3. “Vacancy” is an unfilled certificated position. A vacancy may be created by death, resignation, retirement, termination, transfer, reassignment, expansion of program, or increased enrollment.
- 4. “Seniority”: District seniority shall be determined by the amount of time a certificated employee has been continuously employed in the District beginning with the first day of service in a probationary position with the District, including any time of district-approved leave. When District seniority is the same, then site seniority shall be the second consideration. Site seniority shall be the amount of continuous service in a particular school in a probationary or permanent position. In the event that more than one certificated employee has the lowest seniority, the first date of paid service as a regular certificated (non-substitute) employee will be considered, with the least seniority subject to transfer. Certificated employees in special categories, including, but not limited to Special Education, Speech, and Psychologist, shall gain seniority in their special category, in lieu of site seniority. A certificated employee who accepts a special District-level assignment for a period not exceeding three (3) years and who returns to his/her former school, shall retain his/her original site seniority. When to (2) certificated employees have the same district and site seniority, a lottery shall be used to break the tie. The affected certificated employees, plus representatives of the Union, shall have the right to be present for the lottery drawing.
- 5. A “year of service” is service performed, under contract, for seventy-five percent (75%) of the days of the basic school year as listed in the school calendar.

D. General Provisions.

- 1. All vacancies, including extra pay assignments, shall be posted on EdJoin as far in advance of the closing date for submission of applications as practical, a minimum of five (5) working days. A copy of the notice shall be sent to the union at the time of the posting.

Prior consideration shall be given to in-district unit members applying for extra pay assignments. Current employees may submit a letter of interest in any vacant position. If they meet the minimum qualifications for the position they will be offered an interview.

- 2. The notice shall describe the position, state whether or not the position is temporary, state the qualifications required, and shall state the final date for receipt of applications. The Human Resources Dept. shall see that qualifications which may be desired in employees new to the District are stated in such a way that they do to discourage transfer applications from within the District.

3. By May 10th, the Human Resource Office shall compile and post in each school, a list of all anticipated open positions for the upcoming school year. A copy shall be sent to the Union.
4. The District may elect not to make an actual transfer until the beginning of the next school quarter or semester, but the assignment shall be made, and any vacancies created by the transfer shall be processed.
5. Continuing employees shall receive written notification of their grade level and/or subjects assignment and school assignment on or about May 20th for the next school year, except where good cause exists, such as late resignations, retirements, new projects, or unexpected program changes.
6. An employee on leave of absence of two years or less shall return to his/her former school, except s/he may request to be reassigned or transferred or may be considered for reassignment or transfer the same as employees who are not on leave.
7. All teachers who accept special district assignments shall be given, in writing, the terms and conditions of those assignments, such as a brief summary of the duties and the length of the assignment. A teacher so assigned shall be placed on leave from his/her classroom duties.
8. Priority for placement:

In verified vacancies, the following priority shall prevail:
 - a. Returnees from sabbatical leave;
 - b. Persons displaced because of declining enrollment or reduction or discontinuance of programs;
 - c. Unassigned teachers returning from leave;
 - d. Temporary employees with rehiring rights at the same school;
 - e. Teacher-initiated transfer requests;
 - f. All other temporaries.
9. Temporary teacher placement: If a teacher has been interviewed for a position and was assigned as a temporary teacher for the school year, that teacher may be re-employed in that school without an interview, if the performance has been satisfactory.
10. If a transfer occurs while school is in session, at least two (2) working days without classroom duties shall be provided for moving and preparation. Additional days may be granted upon joint request of the receiving principal and the employee transferring.

11. A teacher who is reassigned during the school year shall, upon request, be provided one (1) day without classroom duties for moving and preparation. An additional day may, upon request, be granted by the principal.
12. Denial of Request for Reassignment or Transfer
 - a. A teacher who does not agree with the immediate supervisor's final decisions regarding denial of a request to be reassigned or transferred by the District, may appeal in writing to the Superintendent or designee. The Superintendent or designee shall decide the merit of the original decision by the immediate supervisor.
 - b. The decision of the Superintendent or designee shall be provided to the Board if requested by the employee. The actual transfer shall not occur until the written decision of the Superintendent or his/her District level designee has been received. The Board may review the Superintendent's decision and inform the Union and the teacher of the decision.
 - c. This appeal procedure is intended for review of decisions made. Alleged violations of procedures provided for in this Article shall be resolved by the provision of Article XVI.
13. No vacancy for which there is a qualified teacher on the unassigned list shall be filled with a newly-hired teacher or temporary employee until the qualified teacher is placed, except where the qualified teacher and the Assistant Superintendent for Human Resources or his/her designee mutually agree to other arrangements.

E. Reassignment

1. A regular teacher may request reassignment to a vacancy occurring in his/her school and the request shall be acted upon before the vacancy is posted or advertised for transfer and/or hiring from outside the District.
2. Requests for reassignment for the following school year shall be made known to the teacher's immediate supervisor on or before April 1st. The request shall be made in writing.
3. The immediate supervisor shall attempt to honor reassignment requests wherever possible, considering the employee's areas of demonstrated competence, qualifications and program needs. When all considerations are deemed to be equal by the immediate supervisor, seniority shall be used to make a final determination.
4. Upon request, a teacher shall be given verbally the reason(s) for the denial of a reassignment. Upon written request, a teacher shall be given, in writing, the

reason(s) for denial of a reassignment request. The written request and the written response may be placed in the employee's personnel file.

5. In District-initiated reassignments, attempts shall be made to place unit members in positions similar to their former assignment. In general, primary teachers to primary grades, intermediate teachers to intermediate grades, and junior and senior high school teachers within the scope of their credentials and areas of demonstrated competence.
6. The immediate supervisor shall make every reasonable effort to meet with the affected teachers to discuss their reassignment.

F. Teacher-Initiated Transfer.

1. Teachers may apply for any vacancy if: (a) they have two (2) years of service in the District; (b) they have not been placed on PAR within the last two (2) years, and (c) they have not accepted a teacher-initiated transfer in the last two (2) years.
2. The Human Resources Department shall forward to the principal or other administrator having authority to fill the vacancy, the names of all teachers who have applied for a vacancy, and the names of those teachers whose general requests for transfer are on file.
3. When five (5) or more district teachers apply for the same position, at least the four top candidates shall be interviewed.
4. The District shall make every reasonable attempt to fill vacancies from transfer requests wherever possible.
5. When two or more teachers apply for the same vacancy and when the immediate supervisor determines, after considering the employee's areas of demonstrated competence, qualifications and District needs, that two or more teachers are equally qualified, seniority shall be used to make a final determination.
6. The immediate supervisor shall make every reasonable effort to communicate his/her recommendation to each applicant within five (5) days after Board action.
7. Any teacher who has been interviewed for transfer and who has been denied, may request, and will receive, from the appropriate administrator, the reason(s) for non-acceptance.
8. Teachers desiring to trade positions may apply to the site administrators at the affected sites.

G. District-Initiated Transfers.

1. When two or more teachers are being considered for a district initiated transfer to the same position, and when the immediate supervisor determines, after considering qualifications and district needs, that two or more teachers are equally qualified, seniority shall be used to make a final determination. When extraordinary circumstances arise, the Union and the District shall meet and discuss if seniority should not apply.
2. When teacher(s) are to be transferred for reasons including, but not limited to, enrollment changes or mandated programs, and when the appropriate administrator(s) determine(s), after considering school and district needs, that these needs have been met, seniority shall be used to make a final determination. Prior to a determination to displace by seniority, site staff shall have the opportunity to volunteer to be displaced.
3. District-initiated transfers shall be made with reasonable efforts to place teachers in position similar to their former assignments. In general, primary teachers to primary grades, intermediate teachers to intermediate grades, and middle/junior high and senior high school teachers within the scope of their credentials and areas of demonstrated competence.
4. The immediate supervisor shall make every reasonable effort to meet with the employee and to notify him/her of the impending transfer. If the decision to transfer is made during the teacher's non-contract days, notification shall be sent by certified mail to the last known address, and the notification shall also inform the teacher that s/he shall be given a conference if requested, within fifteen (15) business days.
5. Upon request, the employee to be transferred shall receive a statement of reasons in writing.
6. Every reasonable effort shall be made so that a teacher shall not be given a District-initiated transfer in two (2) successive years.
7. In the event of a major program change, the following shall apply:
 - a. Teachers presently assigned to that school shall have the right to request positions in the new program.
 - b. The District shall have the right to advertise and seek transfers by other District teachers and staff.
 - c. Teachers presently assigned to that school shall have the right to request a transfer.
 - d. If a 6th grade is moved to a 7th and 8th grade school, the 7th and 8th grade teachers will not be required to interview.

- e. If a 7th and 8th grade school becomes a 6th, 7th, 8th middle school, the receiving school of the 6th grade students shall interview the incoming new teachers.
- f. Teachers transferred from the site of the new program due to credential and program considerations shall have all rights provided under the District-initiated transfer provision of the Agreement.
- g. Vacancies which are to occur when other district teachers transfer to the new program shall be considered as vacancies open to transfer of those transferring due to c. or f. above. Even if placed, the transferred employee will be considered as a displaced person for priority purposes.

ARTICLE XV.

PART-TIME CERTIFICATED ASSIGNMENT AND DIVIDED 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.

ARTICLE XVI. GRIEVANCE

- A. Purpose: This grievance procedure shall be used to provide an orderly and expedited process for the resolution of grievances.

B. General Provisions/Definitions

1. A grievance is an alleged violation, misinterpretation, or misapplication of this contract.
2. A grievant may be either the Federation or one (1) or more unit members of the Federation.
3. The grievant may have a representative present at each step of the grievance procedure.
4. A "day" is a day in which the central administrative office of the District is open for business.
5. An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving unit member or program. For persons assigned to more than one (1) site or program, one (1) supervisor shall be designated the "immediate supervisor."
6. If a grievance arises from the action of authority above the immediate supervisor, the grievance may be filed with the manager responsible for the action.
7. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.
8. A grievance must be filed and appealed within the time limits set forth herein or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer to a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.
9. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which shall be available for inspection only by the unit member, his/her representative and those management, supervisory and confidential unit members directly involved in the grievance procedure.
10. No reprisals of any kind will be taken by the District against any aggrieved person, any party of interest, any members of the Federation, or any participant in the grievance procedure by reason of such participation.

11. The grievant shall continue to discharge his/her regular duties and to comply with the appropriate directions of the administration until the grievance has been resolved, provided that no unit member shall be required to continue to discharge duties under the conditions which pose an imminent danger to health or safety.
12. The grievant may have his/her grievances resolved at any level without the involvement of the exclusive representative, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement and provided that the grievant and District stay enforcement of the proposed resolution until the Federation has received a copy of the proposed resolution and has had ten (10) days from the date of the notice to respond or reject the proposed resolution.
13. A representative of the Federation shall have the right to be present at all meetings regarding a grievance.

C. Procedures

Step 1: The aggrieved unit member shall meet with the immediate supervisor and attempt to resolve the grievance informally no later than thirty (30) calendar days after the grievant knew or could have known of the event or circumstances occasioning the grievance. The aggrieved unit member shall state when the meeting is Step 1 of the Grievance Procedure.

Step 2: If the grievance is not settled at Step 1, the aggrieved unit member may present to the supervisor a written statement of the grievance no later than ten (10) working days after the meeting with the supervisor. Such statement shall contain:

- The name of the unit member filing the grievance.
- A description of the conduct alleged to have violated the Agreement.
- An enumeration of the contract provisions alleged to have been violated.
- A listing of the actions requested to remedy the grievance.

The supervisor shall attempt to resolve the grievance as soon as possible and shall present a written answer to the unit member within ten (10) working days after receiving the grievance.

Step 3: If the grievance is not settled at Step 2, the unit member may appeal to the Superintendent or the Superintendent's designee. The appeal shall be in writing and shall be submitted within ten (10) days after the unit member receives the supervisor's Step 2 answer. This appeal shall include a copy of the original grievance, the supervisor's answer, and a statement of the reasons for the appeal. The Superintendent or designee shall respond to the appeal in writing within ten (10) days after receipt.

Either the unit member filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this 10-day period. If such meeting is held, the time limit for the Superintendent or designee's answer shall be extended for ten (10) days after the close of the meeting.

Step 4: If the grievance is not settled at Step 3, the matter may be submitted to grievance mediation within ten (10) days after the unit member receives the Step 3 response. The parties shall request from the State Conciliation and Mediation Service a mediator. The parties may mutually agree to skip this step and advance to Step 5.

Step 5: Should mediation at Step 4 fail to resolve the dispute, or if the parties mutually agree to skip mediation, the Federation may submit the matter to arbitration by notifying the District within twenty (20) days following mediation or after the Step 3 decision, if mediation is skipped. The parties shall first attempt to agree upon an arbitrator. Should that not be possible, the parties shall request a list of seven (7) arbitrators from the State Conciliation Service. The Federation and the District shall alternately strike one name until the name of a single arbitrator remains. Lots shall be drawn to decide which party strikes first.

The hearing shall be conducted in a timely manner. All expenses of the arbitrator and court reporter, if required by the arbitrator, shall be divided equally between the Federation and the District. The parties shall pay their own costs for representation. The findings and recommendations of the arbitrator shall be final and binding.

ARTICLE XVII. ADULT EDUCATION PROGRAM

- a. Unit members employed in the Adult Education Program shall be covered by the Articles of this Agreement unless exempted in this Article.

The Pajaro Valley Unified School District Adult Education Program is considered to be one school.

- b. Definitions:

- 1. Full-time Adult Education unit member: Thirty (30) hours per week shall be considered a full-time assignment in the Adult Education Program.
- 2. Regular Adult Education Unit Member (probationary or permanent): Any person who is employed to teach Adult Education classes, or who counsels Adult Education students, for 18 hours per week (60% of a full time assignment) or more, shall be classified as a regular unit member.

3. Temporary Adult Education Unit Member: Any person who is employed to teach Adult Education classes, or who counsels Adult Education students, for 18 hours per week (60% of a full time assignment) or less, shall be classified as a temporary unit member.

c. **Permanent Status.**

A regular Adult Education unit member may attain permanent status within the District by teaching a minimum of seventy-five percent (75%) of the days of the regular adult school year (excluding any summer program) per year for two (2) consecutive years.

1. The permanent-status hours of an Adult Education unit member shall be based on service which is equivalent to the average number of hours per week which the unit member served during his/her probationary years.
2. Adult Education unit members who have attained permanent status at one level of hours per week and are subsequently increased in hours may have their permanent status increased pursuant to an average of the three years of most recent experience.
3. The members who hold permanent status in the regular K-12 program, who become eligible for permanent status in the Adult Education program also, shall, at the time of being eligible, elect whether their permanent status will be with the regular K-12 program or Adult Education.

d. **Workload and Hours.**

During any regular quarter, regular Adult Education teachers will be scheduled for no fewer hours than were worked the previous quarter, unless the assignment changed due to a reason listed in L., 4. a-d. below.

1. **Basic Work Week:** Times of arrival and departure shall be set for unit members by the principal with the advice of the faculty.
 - a. Teachers are responsible for maintaining accurate attendance reports and for submitting such reports to the Adult Education office on specified due dates. The District is responsible for compilation of the monthly attendance report.
 - b. Teachers will be paid the extra-duty hourly salary for any extra work requested of them that is not part of their regular teaching assignment. Extra work must be agreed to in writing by the teacher and the site administrator, prior to the assignment.

2. **Faculty Meetings**

- a. Faculty meetings shall be scheduled on a reasonable basis, not to exceed an average of two hours per month.
- b. Teachers will be paid the extra-duty hourly salary for attendance at faculty, departments or professional development meetings.
- c. Attendance at faculty or department meetings is mandatory for all teachers. If an emergency or illness prevents a teacher from attending, the administrator shall be informed in advance, if possible. A make-up meeting between teacher and administrator will be scheduled as soon as possible following the missed meeting.

3. **Expansion of Offerings or Consolidation of Classes:**

- a. Additional classes shall be offered in the following priority to Adult Education members whose credential and experience qualify them for the additional class:
 - (1) Regular Adult Education unit members on a seniority basis;
 - (2) Temporary Adult Education unit members on a seniority basis;
 - (3) Non-unit members.
- b. Consolidation (reduction) shall be done in reverse seniority order, that is the first reduction will be to:
 - (1) Non-unit members;
 - (2) Temporary Adult Education unit members with the least seniority;
 - (3) Regular Adult Education unit members with the least seniority.
- c. Any Adult Education teacher who is authorized to start a new class shall hold the class for a minimum of three (3) class sessions even if the attendance should be below the accepted minimum.

e. **Calendar.**

The work year for Adult Education regular instructors shall be a minimum of 181 days.

All certificated employees working one hundred and eighty-one (181) days and all regularly employed Adult Education employees shall have one paid work day prior to the opening of school. Adult Ed teachers shall attend this paid work day as follows:

Hours/week taught	Hours/work day
1-17	5
18+	7

A two-hour paid pre-school staff meeting shall be included in these hours. In order to be paid for the work day, Adult Ed teachers must take part in this two-hour paid staff meeting.

If the Adult Education teacher's normal work location is unavailable, a work day location shall be designated by the Director of Adult Ed. Adult Ed teachers who are also K-12 teachers shall be excused from this paid work day in order to meet their K-12 requirement unless the K-12 requirement does not conflict with the Adult Ed work day schedule.

f. **Class Size.**

1. Class Size:

Every reasonable effort shall be made to see that class size shall not exceed a maximum average of twenty-five (25) students, over four (4) class sessions.

- a. Pre-School oriented classes (where children are present) shall have a maximum average attendance per hour of twenty-two (22) students over four (4) class sessions.
- b. Handicapped Program shall have a maximum average attendance per hour of twenty-two (22) students, over four class sessions.
- c. The percent of salary expenditures and other teacher expenditures (benefits, retirement, etc.) will be compared monthly to the percent of the ADA earned as of the same date. This comparison will be used as a guide to determine whether ADA and teacher expenditures are increasing month by-month at a similar rate.

Whenever these rates have a difference of ten percent (10%) or more, a faculty committee of three (3) and the administration must review class

averages and other factors and recommend actions which will bring the ADA and expenditure rates within five percent (5%) of each other. Class averages may be modified if necessary to bring those rates within the five percent (5%) limit.

2. Overload Procedures:

The following procedures apply in classes where the average attendance per hour exceed the maximums established.

- a. When any class becomes over-attended, according to the provisions of this Article, the teacher shall notify the proper administrator no later than the third regular meeting following the date of over-attendance.
- b. Every effort will be made to employ an instructional assistant, interviewed by the teacher and administrator, no later than five (5) working days after notification.
- c. In multi-level ESL classes, Learning Center Classes, classes for handicapped adults, and pre-school oriented classes where children are present, an instructional assistant will be provided when the attendance is consistently at twenty (20) or more. Every effort shall be made to employ an Instructional assistant by the fifth consecutive class session.
- d. In other Adult Education classes (except fee-supported) an instructional assistant will be provided when the attendance is consistently at twenty-seven (27) or more. Every effort will be made to employ an instructional assistant by the fifth consecutive class session.
- e. In either 2. c. or d. (above) the teacher may waive, in writing, the provision of having an instructional assistant assigned.
- f. When attendance is consistently above thirty-five (35), every effort shall be made by the fifth consecutive class session to divide the class, or if feasible, combine students with another class.

3. Minimum Class Size:

Classes may be cancelled, or subject to cancellation, in accordance with the following provisions:

- a. A class with twelve (12) or fewer students for four class sessions will be cancelled, or combined with another class, when possible.

This will occur the meeting following written notice to the teacher from administration.

- b. When a class drops to fifteen (15) in attendance, every effort shall be made to increase enrollment. If the enrollment remains at fifteen or below, the class may be combined with others when possible.

g. **Wages and Related Matters.**

1. Salary:

The salary schedule shall consist of two classes:

Class I - Credential;

Class II - Credential + B.A. + 15 units;

Class II shall be five percent (5%) higher than Class I.

2. Placement:

- a. Employees hired for the first time on or following July 1, 1984 will be placed on Step 1, unless qualifications for experience as stated in c. and d. below, apply.
- b. For initial placement on this salary schedule, credit for all years of fulltime work in Adult Education shall be granted to all employees.
- c. Credit for step placement may be granted for all previous full-time teaching experience. One step of advancement shall be given for each year of verified teaching experience.
- d. Credit for salary step placement shall be granted to occupational teachers for each year of verified related occupational experience. A work year shall be defined as thirty (30) hours or more per week for seventy-five percent (75%) or more of the work year.

3. Make-up for Holidays:

Teachers whose classes fall on legal holidays as designated in the Adult Ed Calendar, are authorized to arrange make-up sessions at dates and times suitable and convenient for students to attend.

4. Mileage:

Mileage shall be provided between required assignments when the second or additional assignment begin(s) within two (2) hours of the previous assignment.

5. Department Chairpersons: See Article VII, Section A, 2, d.

h. Health and Welfare Benefits.

The District agrees to provide health and welfare benefits to all Adult Education unit members working at least sixty percent (60%) (eighteen [18] hours per week) of a full-time assignment.

i. Leaves.

The provisions and procedures contained in Article XII of this Agreement shall apply to Adult Education unit members, except for the provisions following which supersede provisions of Article XII.

All reference to leave “days” in Article XII shall be considered to be “hours worked for that particular day” when applied to Adult Education members. Hours paid for any leave with pay covered in Section A through G of Article XII, shall be the equivalent to hours and days considered to be that unit member’s regular assignment worked prior to the leave.

1. Sick Leave – Illness or Injury:

- a. Adult Education unit members shall be credited with one (1) hour of sick leave for every eighteen (18) hours of paid service on an unlimited accumulated basis.
- b. If all sick leave is used and an Adult Education unit member is absent from work due to illness or accident, retroactive payment for such hours will be paid at the end of the school year from any sick leave hours accumulated for that year after the teacher returns to work following the absence.
- c. Hourly sick leave accumulated in Adult Education will be transferable to the regular K-12 program on the basis of one (1) day sick leave for each six (6) hours sick leave accrued.
- d. Unused accrued hourly sick leave may be applied toward retirement service credit in accordance with STRS regulations.
- e. Extended Sick Leave (Article XII., A., 8.) shall apply to Adult Education unit members, with the differential pay being the

difference between the unit member's hourly rate and the hourly rate paid the substitute (or the hourly rate that would be paid a substitute whether one is hired or not). Provided further that in no case shall more than fifty percent (50%) of the employee's salary be deducted during the first thirty (30) days of absence or until the employee is eligible for long-term disability benefits, whichever occurs first.

f. Accrued K-12 sick leave will not be used for Adult Education absences, nor is it possible to use Adult Education sick leave for K-12 absences.

2. Military Leave: Adult Education unit members shall be eligible for Military Leave in accordance with the appropriate Education Code and Military and Veterans' Code provisions. Such absences do not constitute a break in service.

j. **Evaluation.**

Adult Education teachers shall be evaluated on the forms and following procedures approved by the Director of Education and PVFT representatives. Permanent Adult Education teachers shall be evaluated at least every other year. Probationary and Temporary Adult Education teachers shall be evaluated at least annually. Annual evaluations will be defined as an evaluation every year from the date of first paid service. Evaluations shall be sufficiently clear to provide each teacher with notice of areas of strength, as well as areas to be improved with an offer of support to assist the teacher to improve.

k. **Categories of instructors in Adult Education:**

1. Temporary, first-year instructors: instructors who are assigned fewer than eighteen (18) hours a week and are in their first calendar year of service from date of hire.

a. If instructor is released after one hundred thirty-five (135) days of service and rehired within the next three (3) years, this instructor becomes a temporary instructor.

b. If instructor is released with fewer than one hundred thirty-five (135) days of service and rehired within the next three (3) years, original time of service is credited as part of first calendar year of service.

2. Temporary instructors: instructors who are assigned fewer than eighteen (18) hours a week and have served for more than one (1) year continuously.

3. Regular, Probationary (I & II) instructors: instructors who are assigned eighteen (18) hours or more a week and are in their first or second year of full-time assignment. Instructors assigned eighteen (18) hours or more a week for less than seventy-five percent (75%) of the regular school year begin Probationary I the following July 1.
4. Regular permanent instructors: Instructors who are assigned more than eighteen (18) hours a week and have had that assignment for more than two (2) years.
 - I. Temporary first year instructors: Evaluated by the administrator with reference to the Instructor Competencies Assessment Instrument (ICAI).
 - II. Temporary Instructors: Self-Assessment using the ICAI.
 - Evaluated by the administrator every two years including at least one documented administrative observation which will be shared with the instructor.
 - Any unsatisfactory evaluation invokes the district plan of pre-assistance, which will be completed before instructor is released.
 - A satisfactory evaluation presumes that the instructor is qualified to be eligible for probationary status.
 - III. Probationary instructors: Administrative Mandate Model
 - Three conference cycles
 - Observation tools based on the ICAI
 - Three pre-conferences with administrator
 - Three administrative observations
 - Three post conferences with the administrator
 - Mid year report on progress in the ICAI
 - Staff and administrative meeting - Administrator writes final assessment. Teacher adds comments.

Probationary instructors will develop a portfolio that documents competency and growth. Portfolio will focus on the competencies listed in the ICAI. Evidence in the portfolio is gathered and reflected upon in summary to identify growth in the Professional Standards and to guide professional decision making regarding next steps for improvement.

Contents of the Portfolio:

1. Written reflection on self-assessment of the ICAI.

2. Written focus, goals and plan for documenting growth in selected ICAI competencies.
3. Written summary and accompanying evidence of professional growth in each of the Professional Standards on the Mid-Year recommendation. The evidence should be based on the written focus, goals and plans, but may include additional areas.

Supervising Administrators will:

1. Make 3 formal observations and corresponding pre- and post-conferences to document and reflect on the growth in the Instructor competencies. Request and review evidence for teacher portfolio.
2. Write a mid-year Recommendation summarizing two observations and corresponding pre-and post-conferences in regards to progress in growth of the Instructor Competencies. An unsatisfactory evaluation invokes a plan of pre-assistance.
3. Write a Final Evaluation Summary including additional information from the third observation and pre- and post-conferences regarding progress in the Instructor Competencies.

IV. Permanent Teachers: Portfolio, Partner or Administrative choice options.

Permanent teachers must be evaluated at least every two years. Permanent teachers may choose among the Partner, Portfolio, or Administrative Choice Processes. Format of documentation must match the formats of documents in the PVUSD Certificated Evaluation Administrative Manual with one noted difference: in place of the Domains of the Continuum of Teacher Abilities Adult Education instructors will focus inquiry on the Instructor Competencies Assessment Instrument.

In Pre-Assistance and Peer Assistance and Review processes, referral will be made to the Instructor Competencies Assessment Instrument but in other ways will use format, timelines, and process outlined in the PVUSD Certificated Evaluation Administrative Manual.

1. **Reduction in Staff.**

For the purposes of reduction in staff, “seniority” shall be determined by the first date rendered of paid regular certificated service. The employee with the earliest date of rendered paid unbroken service shall be designated as having greater seniority.

1. For the purposes of layoff under the provisions of Education Code paragraph 44955 and paragraph 44949, seniority shall be determined by the first day of rendered paid service as a probationary employee. As between employees who first rendered paid service to the District on the same date, the following criteria shall be used:
 - a. The greater number of hours as an hourly certificated employee at the end of the year preceding the ranking shall have the highest seniority.
 - b. In the event that ties still exist, the remaining ties shall be broken by lottery.
2. Break in Service:

A resignation, or three consecutive quarters with no rendered paid service, shall constitute a break in service. When a regular unit member's services are terminated for lack of enrollment, or discontinuance of service, or are otherwise interrupted in a manner declared by law not to constitute a break in service, the original order of employment shall stand.

m. **Reassignment.**

1. Reassignment is the placement, within a given site, of an employee in a different position with a different grade level (such as beginning to advanced), or a different department (such as Adult Basic Education to English as a Second Language), or both (such as Adult Basic Education to Beginning English as a Second Language).
2. Seniority: "Amount of time" means years and months of service, not hours.
3. A year of service is service performed for sixty percent (60%) of a full-time assignment for seventy-five percent (75%) of the basic school year as listed in the school calendar.
4. The District will reduce teaching assignments for any of the following reasons:
 - a. Average daily attendance of twelve (12) or fewer over four (4) class sessions;
 - b. Discontinuation of special funding;
 - c. Unsatisfactory performance affecting the instructional program including special curriculum needs, as evidenced by evaluation (based on a negotiated evaluation system);

- d. Loss of facility or change of program over which the District has no control. The District will make every reasonable effort to replace such loss.
- 5. Adult Education unit members are exempt from Article XIV., Sections E. and F., which pertain to Transfer.

n. **Early Retirement for Adult Education Teachers.**

An Adult Education teacher with a minimum of ten (10) years continuous service to the District, including Board approved leave, with an average of eighteen (18) hours of service per week and a minimum of fifteen (15) hours of service per week, who is at least fifty-five (55) years of age, shall be provided health coverage upon retirement. The District contribution shall be in accordance with Article XXIII, paragraph D.

o. **Leadership Teams.**

The majority of the site Leadership Team shall consist of full-time or shared contract classroom teachers with representation from each grade level or department. The classroom teachers shall be selected by their peers. The site administrator shall designate the other members of the site leadership team. The Adult Education Program Leadership Team shall consist of a majority of Adult Education teachers. Each team shall develop a protocol for communicating the recommendations and decisions of the team to the staff.

p. **Circumstances specific to the Adult Education Program.**

Article IX: Files for Adult Education unit members shall remain at the Adult Education Office. For identification and employment purposes, up to-date rosters of Adult Education employees will be provided to the main Human Resources Dept. and the Business Office. See Article IX., A., 3., Personnel Files.

Article XV: Part-Time Teaching and Divided Contracts: Does not apply to Adult Education unit members.

q. **Grievance: See Article XVI.**

**ARTICLE XVIII.
EARLY CHILDHOOD EDUCATION PROGRAMS**

PVFT will be the exclusive representative of certificated employees working in the District's Early Childhood Education Programs which includes Migrant Head Start.

The District and the Union agree that the Early Childhood Education Programs make a valuable contribution to the District's educational program and to the needs of the community

and, as such, acknowledge these programs. The provisions of this Article and the salary schedules are the exclusive provisions applicable to employees working in the federally funded Migrant Head Start and state funding Children's Center Programs, collectively referred to as Early Childhood Education Programs.

a. **GENERAL PROVISIONS**

1. Staffing ratios in the Early Childhood Education Programs shall be based on applicable State and Federal regulations and Program Area Plans for the program.
2. Teachers shall work a seven and one-half (7 1/2) hour day, including an approximate average of 150 minutes per week for planning and preparation time provided that the required ratio can be maintained and a duty free thirty (30) minute lunch period.
3. There will be a Site Supervisor in accordance with program requirements.
 - a. Supervisors shall be paid a per diem stipend for contracted days.
 - b. Supervisors may not be the evaluator of teachers but may provide input to the teachers and the evaluator.
 - c. Supervisors shall be exempt from the seniority based lay off.
 - d. Supervisors shall be evaluated on the additional duties.
4. The teacher designated as the teacher-in-charge for the Site Supervisor non-contracted work days shall receive the Site Supervisor stipend for the period of time.
5. Because staffing is based on the enrollment of students, a decline in enrollment necessitates a proportionate reduction of probationary and permanent staff. When a reduction in staff is necessary due to a decline in enrollment or a reduction in funding, layoffs shall be based on seniority with the least senior employee laid off first. Seniority shall be based upon the first date of paid service to the District in the Early Childhood Education Program. Employees who are laid off, shall be placed on a reemployment list for up to 39 months. Those employee may be reemployed in vacant positions in the Early Childhood Education Program on the basis of seniority, with most senior first offered employment. Employees on a reemployment list shall be offered substitute and temporary assignments prior to persons not on the reemployment list.

6. Every reasonable effort shall be made to equalize duties performed so that no teacher shall be required to perform a significantly greater amount of such duties than other teachers assigned to the same work location (Center).
7. Early Childhood Education Program teachers are expected to attend not more than two hours of staff meetings per month and activities required by the State and/or Federal program.
8. Early Childhood Education Program teachers required to remain at the site to accommodate the late pickup of children for at least 15 to 30 minutes after closing shall be paid for 30 minutes. Teachers required to remain on site for 31 minutes to one (1) hour will be compensated for at least 1 hour. After one hour, teachers will be compensated in increments of thirty (30) minutes.
9. Transfers between Children's Centers shall be in accordance with the Reassignment and Transfer provision of this Agreement.
10. Early Childhood Education Program State funded teachers and site supervisors will be evaluated using the revised "Early Childhood Education Evaluation Standards" as a pilot. Federally funded teachers will be evaluated in the 2006-07 school year using the revised "Early Childhood Education Evaluation Standards" on a voluntary basis after appropriate training.
11. The Early Childhood Education Programs are subject to state and/or federal laws and regulations. In the event that there is any change in laws and /or regulations that impact the terms of the agreement or the District's operation of the Programs, the Parties shall negotiate the impact of the changes.

b. STATE FUNDED CHILDREN'S CENTER PROGRAMS

1. A work year for certificated employees in the Children's Center shall be one hundred eighty-one (181) days per year. A teacher may request to work more than one hundred eighty-one (181) days, as necessary, to maintain staffing ratios. If additional days are available, they shall be offered first to existing staff, based on program needs. Additional work days will be compensated on a per diem basis.
2. Migrant Children's Center Teachers: Teachers hired only for the Buena Vista Migrant Children's Center shall work at least one hundred and ten (110) days of the one hundred and twenty-two (122) contact days to be eligible for a step increase the following year. The Child Development Division contract specifies a maximum number of reimbursable days at

one hundred and twenty-two (122). The staff may be employed for a longer period of time, based on program needs. Additional work days shall be compensated on a per diem basis.

3. Scheduling of non-working days of teachers shall take place in each Children's Center. Teachers shall have the right to schedule non-working days at intervals or in a continuous block of time. Conflicts in scheduling non-working days at a Center shall be resolved by a rotation schedule.
4. CAL/SAFE (California School Age Family Education) IDC (Infant Development Center): A teacher who is required to have a credential for their assignment within the IDC program, will be placed on the Certificated Salary Schedule.

c. FEDERALLY FUNDED MIGRANT HEAD START

1. The work year for certificated employees in this Program shall be at least the following:
 - a. Teachers shall work at least 118 days
 - b. Site Supervisors shall work at least 122 days.
 - c. Family Child Care Home Specialists shall work at least 122 days.
 - d. Additional work days shall be compensated on a per diem basis.

ARTICLE XIX. INDEPENDENT STUDY

Independent Study and Home Independent Study teachers perform service for the District.

- a. **Workload**

The workload for one full-time equivalent (FTE) Independent Study teacher is thirty-five (35) hours per week, excluding the lunch period. One FTE shall include thirty (30) hours per week of student time and five (5) hours per week of preparation time. A position which is not full-time, shall have student contact and preparation time each reduced proportionally. For example, a .67 FTE position would include twenty (20) hours of student time and three and thirty-five one-hundredths (3.35) hours of preparation time per week.
- b. **Wages:**

Teachers shall be paid on the District's regular certificated salary schedule according to their experience and education as determined by Article VII of this Agreement.
- c. **Compensation for:**

Home Independent Study Teachers. Compensation for such additional service, i.e. excess of thirty (30) students assigned, shall be at a pro rata hourly rate based on the individual teacher's salary placement.

ARTICLE XX. MENTOR PROGRAM

a. Mentor Teachers.

1. Mentor teachers shall be provided the full statutory stipend (no less than \$4,000.00 per year), to be paid in ten (10) equal monthly installments.
2. No Mentor Teacher shall serve for more than three (3) consecutive years. S/he must be a credentialed, permanent/tenured teacher in the PVUSD, and must work 60% of the time in direct instruction.
3. A Mentor Teacher may, upon mutual agreement with the District and his/her option, use part of his/her stipend for the cost of a substitute in order to provide released time for professional growth.
4. Mentor teachers shall not be exempt from extra duty assignments or staff meetings required of other members of the unit.
5. In addition to all other non-instructional time provided by this Agreement, mentor teachers may be provided release time for the purpose of:
 - a. providing assistance to new or experienced teachers;
 - b. staff and curriculum development.
6. Mentors will participate in the formulation of the needs assessment survey, which will be sent out to teachers in January of each year. Based on the response in the surveys returned, the District administration, with the selected Mentors, will recommend to the Board a program to be implemented the following year.
7. Mentor teachers shall not be required to possess an administrative or pupil personnel services credential.
8. If State funding for this program is discontinued, the program will be discontinued.
9. The Governing Board reserves the discretion to discontinue this program, if inadequate funding is provided by the State, after notifying the Union.

b. Selection Committee.

1. **Membership:** The Committee shall have seven (7) members. Four (4) classroom teachers shall be selected by secret ballot conducted by the Union among probationary and permanent classroom teachers. No more than one teacher or administrator shall come from any one school/site. There shall be representation from elementary, middle/junior high and high schools.

2. Duties: Each year the Selection Committee shall consider applications proposed either by self-nomination or by nomination by other teachers and/or administrators for the Mentor Teacher Program and shall submit its recommendations to the Governing Board no later than May 1st.
 - a. The Selection Committee shall require applications, including a resume and an interview. The application shall include written consent to permit Selection Committee members to review past evaluations. Any written rebuttal to a particular evaluation shall be considered by the Selection Committee, along with that evaluation. Based upon the evaluation of a mentor teachers performance, a committee developed survey of individuals who receive the mentor services, recommendation of the supervisor, and program need, the committee may extend the term of the mentor teacher without requiring the mentor to reinterview, for a period not to exceed three (3) years total.
 - b. In determining its recommendations, the Committee shall consider the statutory criteria for qualification.
 - c. The Selection Committee, or sub-committee from the Committee, may observe the final candidates in action. If any one candidate is observed by the Committee, then all candidates for that specific category shall be observed.
 - d. The Selection Committee will meet three (3) times a year in order to review and discuss issues related to the Mentor Program.

ARTICLE XXI. YEAR-ROUND EDUCATION

- a. **The Year Round Education (YRE) Committee** shall include up to 1 teacher selected by PVFT from each YRE site and up to one Administrator from each YRE site selected by the District. The Committee shall meet periodically to address District-wide issues relating to YRE and make recommendations to the District and PVFT on ways to resolve those issues.
- b. **Communication with Off-Track Teachers.**

The District shall develop plans and direct each site to forward pertinent District, site and track communication to unit members who are between sessions. Such plans will be on file in the Union Office and in the appropriate Assistant Superintendent's Office.

c. **Track Selection.**

To begin the implementation of a year-round program, the assignment of teachers to tracks will be done through a cooperative effort between staff and site administrator according to the following procedures:

1. The site administrator will post the proposed matrix of the master schedule to assist teachers in indicating their track preference.
2. Individual preference forms will be distributed to all unit members. On these forms unit members will indicate their preferred tracks, subjects and/or grade level, as applicable.
3. After reviewing the individual preference forms, the site administrator is responsible for designating grade level and/or subject area assignments for all teachers.
4. After all teachers have had the opportunity to sign up for their track preference (allowing five [5] unit work days), teachers will have a review period of five (5) unit work days to make mutually agreed-upon track changes. As a result of these meetings, any grade level and/or subject area changes must have prior administrator approval.

After the five (5) day review period, Teaching Teams will be established and will meet to determine unanimity or designate conflict areas. The results of this meeting will be reported to the site administrator. Each school site will determine the definition of Teaching Team for that site.

5. The site administrator shall not overrule the unanimous decision of the Teaching Team unless he/she has good reason to believe the track assignments will be detrimental to the instructional program. If the site administrator overrules the unanimous decision of the Teaching Team, he/she must specify to the affected teacher(s), in writing, the adverse impact on the instructional program which might be caused by the teacher's track preference.
6. If the members of the Teaching Team cannot mutually agree upon their individual track assignments, the site administrator will meet with the Team and attempt to facilitate a solution.
7. If a dispute within a Teaching Team on the subject of track assignments remains unresolved, the following procedures shall apply:
 - a. The affected teacher(s) may request a meeting of the Site Resolution Team (SRT). Requests shall be directed to the Chair of the team. This request shall include the reason(s) for track preference. The SRT shall be composed of the site administrator,

one member chosen by the site administrator, and one teacher elected by the teaching staff from each track.

- b. The SRT will be organized at the beginning of each school year (including the beginning of the planning year for an existing school).
- c. The SRT will elect a chair when the Committee is organized.
- d. The chair is responsible for arranging meetings involving disputes within a Teaching Team or individual teachers.
- e. The SRT will meet with the affected teacher(s) individually to review their written reasons for track preference within five (5) working days after written request.
- f. After considering program/student needs, the SRT will use the following non-prioritized criteria for determining which teacher shall be given her/his track preference:
 - 1. Certification of the employee;
 - 2. (2) Full-time certificated experience in the District (seniority);
 - 3. Site seniority;
 - 4. Experience/expertise in the subject area/grade level;
 - 5. Personal need (including but not limited to: spousal employment requirements, children in school, financial needs, etc.).
- g. Teacher confidentiality shall be respected.
- h. If the site administrator believes that the SRT decision is detrimental to the instructional program, he/she may implement a different decision or refer it back to the SRT, stating in writing the adverse impact on the instructional program. The principal's decision shall not be arbitrary or capricious.

d. **On-Site Teacher Track Change.**

Prior to making a track change when there is no vacancy, the unit member must have been in an assignment for two years. The request for track change may be initiated during the second year.

- 1. Teacher-Initiated:
 - a. Unit member initiates the request to change tracks by completing the Track Change Request Form and submitting it to the SRT by October 1st.

- b. The Chair of the SRT will give a copy of the Track Change Request Form to the other affected unit members within five (5) days.
- c. The Chair will call a meeting of the SRT by October 15th to review requests for track change.
- d. The Chair will notify all staff of the date of the SRT meeting. All affected members may present their positions/concerns in writing, to the committee two (2) working days prior to the meeting. All SRT meetings shall be considered confidential.
- e. If there are more requests for a change to a certain track than positions available on that track, the SRT will use the following non-prioritized criteria for determining which teacher shall be given his/her teaching preference:
 - 1. Program/student needs;
 - 2. Certification of the employee;
 - 3. Full-time certificated experience in the District (seniority);
 - 4. Experience/expertise in the subject area/grade level;
 - 5. Personal need (including but not limited to: spousal employment requirements, children in school, financial needs, etc.);
 - 6. Site seniority.
- f. By November 1st, the chair of the SRT will notify, in writing with the Track Change Request Form, all affected unit members of their decision. Affected members who are off track will receive the decision by mail.
- g. Teacher confidentiality will be respected.
- h. After considering program/student needs, the SRT will use the following non-prioritized criteria for determining which teacher shall be reassigned to another track:
 - 1. Certification of the employee;
 - 2. Full-time certificated experience in the District (seniority);
 - 3. Site seniority;
 - 4. Experience/expertise in the subject area/grade level;
 - 5. Personal need (including but not limited to: spousal employment requirements, children in school, financial needs, etc.).

- i. Teacher confidentiality shall be respected.
 - j. If the site administrator believes that the SRT decision is detrimental to the instructional program, he/she may implement a different decision or refer it back to the SRT, stating in writing the adverse impact on the instructional program. The principal's decision shall not be arbitrary or capricious.
2. Site Resolution Team (SRT) Initiated:
- a. A unit member may be affected involuntarily when another unit member's request for a track change is approved by the SRT.
 - b. The Chair will call a meeting of the SRT by October 15th to review requests for track change.
 - c. In SRT-initiated reassignments, attempts shall be made to place unit members in positions similar to their former assignments. In general, primary teachers placed in primary grades, intermediate teachers in intermediate grades, and junior and senior high teachers within the scope of their credentials and areas of demonstrated competence.
 - d. The Chair will notify all staff of the date of the SRT meeting. All affected members may present their positions/concerns in writing, to the committee two (2) working days prior to the meeting.
 - e. After considering program/student needs, the SRT will use the following non-prioritized criteria for determining which teacher shall be reassigned to another track:
 - 1. Certification of the employee;
 - 2. Full-time certificated experience in the District (seniority);
 - 3. Site seniority;
 - 4. Experience/expertise in the subject area/grade level;
 - 5. Personal need (including but not limited to: spousal employment requirements, children in school, financial needs, etc.).
 - f. By November 1st, the chair of the SRT will notify, in writing on the Track Change Notification Form, all affected unit members of their decision. Affected members who are off track will receive the decision by mail.
 - g. Teacher confidentiality will be respected.

- h. If the site administrator believes that the SRT decision is detrimental to the instructional program, he/she may implement a different decision or refer it back to the SRT, stating in writing the adverse impact on the instructional program. The principal's decision shall not be arbitrary or capricious.
3. District-Initiated:
- a. In District-initiated reassignments, attempts shall be made to place unit members in positions similar to their former assignments. In general, primary teachers placed in primary grades, intermediate teachers in intermediate grades, and junior and senior high teachers within the scope of their credentials and areas of demonstrated competence.
 - b. Administrator initiates the track change.
 - c. Notification of reassignment(s) will be sent in writing to all affected unit members no later than April 1st or before spring break (if the April 1st date occurs within spring break). In the event the April 1st deadline cannot be met due to extenuating circumstances, the Site Administrator must notify the District and PVFT, in writing, stating the reason why the deadline needs to be extended.
 - d. Administrator will send a copy of the District-initiated reassignment to the SRT.
 - e. Unit member has the right to appeal a District-initiated track change. Written appeals are to be made to the SRT by May 15th or two (2) weeks from the notification of the unit member.
 - f. The SRT will notify the appealing unit member of the date of the SRT meeting within five (5) working days of receipt of the appeal. The affected staff member may present his/her position in writing to the SRT two (2) working days prior to the meeting.
 - g. After considering program/student needs, the SRT will use the following non-prioritized criteria for determining their decision regarding the appeal(s):
 - 1. Certification of the employee;
 - 2. Full-time certificated experience in the District (seniority);
 - 3. Site seniority;
 - 4. Experience/expertise in the subject area/grade level;

5. Personal need (including but not limited to: spousal employment requirements, children in school, financial needs, etc.).

h. Teacher confidentiality will be respected.

i. If the site administrator believes that the SRT decision is detrimental to the instructional program, he/she may implement a different decision or refer it back to the SRT, stating in writing the adverse impact on the instructional program. The principal's decision shall not be arbitrary or capricious.

e. **Track Vacancies.**

In the event an opening occurs within a calendar year, the position will be considered a Reassignment, i.e. Article XIV., B. 1. Reassignment is the placement within a given school of an employee in a different position with a different grade level (such as second grade to third grade) or a different department (such as seventh grade social studies to eighth grade mathematics) or to a different track, or both.

1. If an opening is available on a track due to a vacancy, the following shall apply:

a. Site Administrator will post the opening at the Site for five (5) working days.

b. Any unit member interested in that opening shall submit a letter of intent stating qualifications to the Site Administrator within the five (5) working day period.

c. The Site Administrator will convene the Site Resolution Team. In the event more than one person applies or there is a dispute.

2. If a position is not filled by reassignment, the position will first be advertised to other YRE personnel before being offered District-wide.

3. Regular Contract provisions for Reassignment and Transfer shall prevail.

f. **Mid-Year Track Changes.**

1. Any unit member subject to a loss of annual work days due to a track change shall be provided with a work plan to fulfill the contractual obligation of the unit member.

2. Unit members shall be paid on a per-diem basis for additional mutually agreed upon days beyond the contractual obligation.
3. Teachers who transfer into or out of YRE will be accorded the same rights as #1 and #2 above.

g. **Rovers.**

A Rover is a teacher who has been designated by the Site Resolution Team (SRT) to physically relocate his/her supplies and materials to another classroom at each track change to create classroom space. A Roving Team is four (4) teachers who share three (3) rooms.

1. School sites shall establish a Roving Teacher/Team policy.
2. School sites shall determine if they will have Roving Teachers who change rooms at each track change.
3. The Site Administrator will determine the Roving Teacher Team assignment.
4. Roving Teachers shall be determined annually by May 31st.
5. If there are more volunteers than positions, the SRT will determine who receives the roving assignment.
6. If no one on a Roving Team volunteers to rove, the entire team will rotate and no one will receive a stipend.
7. School sites shall establish a list of conditions for classroom use by the Roving Teachers/Team.
8. Roving teachers shall receive a stipend of nine and sixty-four one hundredths percent (9.64%) of Step 1 on the base salary schedule. If two (2) teachers share the same classroom and volunteer to be rovers, the stipend shall be shared equally by both. Stipends will be paid from site YRE funds.
9. All rovers will be provided with a minimum of one (1) lockable, moveable storage cart.
10. Equipment and materials purchased by school funds (except for materials purchased with decentralized budget monies) shall be left in the classroom for use by Rovers unless otherwise mutually agreed upon.
11. The District shall provide requested assistance to Rover Teachers on or before Track Change days for moving carts, cleaning rooms and arranging furniture/supplies.

12. If the site administrator believes that the SRT decision is detrimental to the instructional program, he/she may implement a different decision or refer it back to the SRT, stating in writing the adverse impact on the instructional program. The principal's decision shall not be arbitrary or capricious.

h. **Extra Days.**

In order to meet program needs at the site beyond the one hundred and eighty-one (181) days or one hundred and seventy-five (175) days dependent upon the school's calendar, the District may offer employees the opportunity to work additional days to be paid on a per diem basis. (This does not apply to substitute assignments.) Teachers working extra days may use sick leave as prescribed by Article XII. of this Agreement. Employees who work extra days shall be credited with additional sick leave at the same rate of accrual as provided in the Agreement. Extra days will be paid on a supplemental payroll after the workdays have been verified. Additional sick leave, if applicable, will be credited upon completion of the assignment and verification of the number of days worked. Such extra days will be first offered to on-site employees and then offered to other YRE employees, and then referred to the District Human Resources Dept. for posting. Said employees cannot be involuntarily transferred for refusing to work extra days.

i. **Alternate Calendar.**

1. In order to meet program needs, unit members and site/program administrators may agree upon an alternate calendar. When work days have been agreed to, a proposed work calendar will be submitted to the Human Resources Department.
2. Said employee cannot be involuntarily transferred for refusing to work an alternate calendar.

j. **Preparations.**

Every effort will be made to maintain equity at the site level in the number of duties, preparations at the middle school level and the number of grade levels in elementary combination classes. Any deviations from the site equity level in terms of the above must be mutually agreed upon by the unit member and the site administrator. In situations where resolution cannot be reached, the situation will be referred to the SRT.

k. **Teacher Opt-Outs of YRE.**

Teachers at a designated year-round school site will be provided the opportunity to transfer to a traditional schedule school. This opportunity will become available at the time of initial YRE designation and after the completion of a

first year on YRE. This option will be available for teachers any time a teacher is involuntarily transferred to a different track and this option will also be available to District transferred teachers after their first year on YRE. These teachers will be given a priority in choosing schools. All K-12 District opportunity openings are mailed to the home addresses of YRE teachers who have notified the District in writing that they want to “opt-out” of YRE. The original opt-out list will be used as the instrument to determine teachers qualified to opt-out of current YRE schools. Any teacher from the original list who has been offered three (3) positions will be permanently eliminated from the list. Opt-out language will be revised if any schools that are currently on a traditional schedule are required to convert to a YRE schedule. Being eliminated from the opt out list does not preclude an employee from applying for a transfer under the original transfer provisions, Article XIV., E. of the Contract.

1. YRE teachers who wish to opt-out of YRE are to notify the Human Resources Dept. in writing. They shall be given three opportunities to be considered for positions within their demonstrated area of expertise and/or credentials. The names of the YRE teachers who do not apply for any of the three opportunities shall be withdrawn from the YRE opt-out list. YRE teachers who apply and are not selected due to a more senior employee selecting the position shall be given an additional opportunity.
2. When two (2) or more teachers are being considered for the same position and have indicated in writing an interest in the same position and both have the appropriate credential and demonstrated area of expertise, seniority shall prevail.
3. Every reasonable effort shall be made so that a teacher shall not be given a District-initiated transfer in two (2) successive years.
4. All K-12 “opportunity” openings in a teacher’s area of demonstrated expertise and/or credentials are submitted ten (10) calendar days prior to District-wide posting to the probationary and permanent (tenured) YRE staff who have indicated an interest in opting-out in writing to the Human Resources Department. These will be mailed to their home address.
5. Properly credentialed YRE candidates are to submit a letter of intent for a specific position to the Human Resources Dept. by 4:00 p.m. of the tenth (10th) calendar day after the postmark on the envelope.
6. The position is closed, if filled by a properly credentialed staff member. After July 1st, teachers will not transfer to the selected, secured position until their next track change.
7. Teachers opting out of YRE will keep their site seniority.

1. **Substituting.**

1. Unit members shall have the opportunity to substitute when off track.
 - a. A unit member must inform the District in writing when s/he is off track and which dates s/he will be available to substitute.
 1. One copy to be filed with the school.
 2. One copy to be filed with Substitute Services.
 3. One copy to be retained by unit member.
 - b. The substitute list is to be posted at local site and entered into the subfinder system.
 - c. The substitute list is to be circulated and posted at other YRE sites.
 - d. YRE unit members shall receive priority over regular substitutes at the YRE schools.
 1. On-site over off-site teachers.
 - e. If YRE operational money per excess pupil exceeds \$830.00, substitute pay shall be \$140.00 per day.
2. Unit members who substitute may choose to receive pay or may bank the days. (Section L., Exchange Days, #8.)

m. **Exchange Days.**

The practices of traditional calendar teachers trading days with YRE teachers will be allowed as in the Year-Round School side agreement:

1. Unit members who desire to exchange days will make their own arrangements with another teacher who will be responsible for maintaining the continuity of the academic program.
2. A maximum of five (5) days per school year will be allowed for each teacher.
3. In cases of extenuating circumstances where a teacher needs more than the days allowed, a unit member may appeal in writing to his/her principal for additional days. The granting of additional days must have the approval of the District Office and site administrator.
4. All requests must be submitted to the building principal at least five (5) working days prior, within the same school, or at least ten (10) working days prior, if another school is involved, unless there is a serious

emergency. The approval or denial of exchange days shall be at the sole discretion of the administration. This decision shall not be arbitrary or capricious, or without basis in fact. If a request is not approved, the principal will present, in writing, his/her reasons for denying the exchange.

5. All trades must be completed within a given school year.
6. When a trade is requested which would affect two (2) schools, both building principals must approve the trade.
7. If the unit member who is responsible for being in that classroom should be absent because of illness or any other reason, the absence day shall be charged to that unit member and that member will be responsible for arranging for any substitute required.
8. Partial contract unit members will be allowed exchange days within their schedule with the same provisions.
9. The District and/or the Union bear no responsibility for the enforcement of private exchange day agreements between individual teachers, nor shall the District or Union be liable for the payment of additional compensation based upon any teacher working beyond his/her regular work year pursuant to any exchange day agreement.

n. **Bank Days.**

In addition to exchange days, YRE unit members may choose to “bank” days.

1. To “bank” a day, the unit member must substitute without pay during an off-track day.
2. No more than five (5) banked days may be accrued or spent within a twelve (12) month period.
3. Banked days shall be credited on a one-to-one (day-to-day) basis.
4. All requests must be submitted to the building principal at least five (5) working days prior to using banked days unless there is a serious emergency. The approval is at the discretion of the principal and shall not be arbitrary, capricious, or without basis in fact. If a request is not approved, the principal will present, in writing, his/her reason for the denial.
5. The District and/or the Union bear no responsibility for the enforcement of private exchange/bank day agreements between individual teachers, nor shall the District or Union be liable for the payment of additional

compensation based upon any teacher working beyond his/her regular work year pursuant to any exchange/bank day agreement.

o. Restructured Days.

There will be restructured days at the end of each track change.

p. Special Education Services.

1. The Director of Special Services shall work with special education teachers to assure that services will be provided to special education students on all tracks.
2. Special Education teachers may choose to work a one hundred and seventy five (175) day (seven and three-quarters [73.4] hour day) flexible schedule only if reflected in student IEP'S and approved by the Director of Special Services.
3. By May 15th, all Special Education Teams (SET) will provide their recommendations for placement of RSP students by tracks to the site administrator.

ARTICLE XXII. HEAD TEACHERS

1. The District shall provide leadership training for head teachers.
2. The job description for head teachers shall be reviewed and revised, if necessary, with the assistance of the Union.
3. Head teachers shall not evaluate members of the bargaining unit.

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 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.
4. 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 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.
5. The employee whose service is half-time or more shall receive health and welfare benefits in the same manner as a full-time employee.
6. 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 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:

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

Plan II:

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

Plan III:

Age	Years	Bonuses
55-60	19	\$2,000
61-62	19	\$1,000
63-64	19	\$500
65+	19	-0-

For Children's Center Teachers:

Age	Step	Bonuses
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.
2. An eligible retiree is one who is at least fifty-five (55) years of age and not 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 paragraph D.1. above.
5. The District shall pay the premiums until the retiree reaches 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:**
 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.
 - 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.

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 2012-2013 and 2013-14 school years. For the 2014-2015 school year and future school years, the parties agree to reopen negotiations on salary, health and welfare benefits plus three (3) articles chosen by each party.
- B. The parties may mutually agree to re-open negotiations on any item or to negotiate on any new items at any time during the duration of this Agreement.

ARTICLE XXV. COMPLETION OF AGREEMENT

- A. This Agreement shall modify, replace or add to any and all policies, rules, regulations, procedures or practices of the District which are contrary to or inconsistent with the provisions of the Agreement.
- B. This document comprises the entire Agreement between the District and the Union on the matters within the lawful scope of negotiations. Except for negotiations reopeners provided for in this Agreement, the District and the Union shall not be obligated to meet and negotiate, during the term of this Agreement, on any subject, whether or not

said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement. All contingencies or memoranda of understanding (MOU) resultant from negotiations between the parties shall be kept on-file, and available for review, in both the Human Resources and the PVFT offices and posted on PVUSD & PVFT websites.

- C. In the event that any provision of this Agreement is or shall be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect, and negotiations shall, upon request of either party, re-open on a replacement clause. This provision is not intended to abridge the right of either party to appeal a court decision, and in the event of appeal, no replacement clause shall be adopted until the appeals process is completed.
- D. The Agreement shall be binding upon the successors of the parties.

SIGNATURES

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

For the District:

For the Union:

Assistant Superintendent
Human Resources

President

Secretary

ATTEST:

Governing Board Representative

EXHIBIT A-1
UNIT OF EXCLUSIVE REPRESENTATION

Certificated employees including:

- Regular Classroom Teachers, K-12
- Adult Education Teachers (full-time, part-time and hourly)
- Early Childhood Educators
- Release Time Teachers
- Department Chairpersons
- Head Teachers

Special Teachers:

- Home/Independent Study Teacher
- Teachers of Communicatively Handicapped
- Migrant Educational Support Teachers
- Migrant Instructional Support Teachers
- Miller-Unruh
- Resource Teachers, Regular Classroom, Special Education
- Special Education & Bilingual Program Specialist
- GATE Teachers

Counselors: Career, Academic, Elementary, Bilingual, Adult Ed (hourly)

Guidance Resource Teachers

R.O.P. Placement and Community Classroom Coordinator

Library/Media Teachers

Nurses

Program Specialists

Psychologists

Athletic Directors

Athletic Coaches (regular District employees)

Student Activities Directors

EXHIBIT B-1

**Pajaro Valley Unified School District
Human Resource Center**

Extra Pay Assignments

High School

Assignment	Number
Department Chair	12
Extra Pay – Additional	3
Athletic Director	1
Assistant Athletic Director	1
Cheer Leader Advisor	1
Head Coach – Athletics	15
Other Coach – Athletics	27
Activities Director	.5

Middle School

Assignment	Number
Department Chair	6
Athletic/Activities Director	2
<i>Coach - Athletics</i>	16

Year Round Schools

Assignment	Number
Rover	As Required

EXHIBIT B-2

Following is a list of extra duty positions the District may choose to fill in any given school year. If a teacher is assigned, in writing, to one of the extra duty positions listed he/she shall be paid the appropriate stipend for the position for duties performed beyond the regular work day.

Pajaro Valley Unified School District

Extra Pay Assignments

<u>ASSIGNMENT</u>	<u>COMPENSATION RATE</u>
	----- % Of Class 1 Step 1
<u>INSTRUCTORS</u>	
Miller-Unruh Specialists	2.77%
<u>SUPERVISORS</u>	
Psychologist Stipend (196 days)	9.64%
Department Chairs (6-8)	6.00%
Department Chairs (9-12)	9.64%
Head Teachers	9.64%
Athletic Director (High School)	9.64%
Athletic Director (Jr. High/Middle Schools)	6.00%
Activities Director (High School)	9.64%
Activities Director (Jr. High/Middle Schools)	6.00%
<u>ATHLETICS</u>	
Head Coaches (High School-Major Sports)	9.64%
Other Coaches (High School)	7.71%
Coaches (Jr. High-6week program)	3.66%
Cheer Leaders' Coaches (High School)	7.71%
Cheer Leaders' Coaches (Jr. High/Middle Schools)	3.66%
<u>OTHER ASSIGNMENTS</u>	
Band Directors (High School)	9.64%
Band Directors (Jr. High/Middle Schools)	6.00%
Choral Director (High School)	9.64%
Drama Coach (2 Productions, High School)	9.64%
Speech Debate (High School)	9.64%
Sing & Sign Singers (Elementary School)	9.64%
Drama Director (Jr. High/Middle Schools)	6.00%
Publications Advisor (High School)	9.64%
Publications Advisor (Jr. High/Middle Schools)	6.00%
Rover	9.64%

OTHER PROVISIONS

Vocational Instructors: Teachers holding the Standard Designated Subjects Teaching Credential with Specialization in Vocation Trade and Technical training or the Standard Designated Subjects Teaching Credential-Industrial Arts and Occupational Subjects shall be initially placed on Class II of the Salary Schedule.

Vocational Agricultural Instructor Stipend: One (1) month additional pay, based on employee's regular salary, for a minimum equivalency of twenty-two (22) days work assigned, not to exceed a maximum equivalency of twenty-six (26) workdays.

If less than twenty-two (22) additional days are assigned, the stipend shall be prorated, based on the number of days assigned as it relates to twenty-two (22) workdays. *Effective: July 1, 2003 based on the 6.5% Salary Increase*

EXHIBIT C-1

Pajaro Valley PROFESSIONAL STANDARDS & California Standards for the Teaching Profession

Engaging and supporting all students in learning

- Connecting students' prior knowledge, life experience, and interests with learning goals
- Using a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitating learning experiences that promote autonomy, interaction, and choice
- Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- Promoting self-directed, reflective learning for all students

Teachers build on students' prior knowledge, life experience and interests to achieve learning goals for all students. Teachers use a variety of instructional strategies and resources that respond to students' diverse needs. Teachers facilitate challenging learning experiences for all students in environments that promote autonomy, interactions and choice. Teachers actively engage all students in problem solving and critical thinking within and across subject matter areas. Concepts and skills are taught in ways that encourage students to apply them in real-life contexts that make subject matter meaningful. Teachers assist all students to become self-directed learners who are able to demonstrate, articulate and evaluate what they learn.

Creating and maintaining an effective environment for students

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Teachers create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students. Teachers maintain safe learning environments in which all students are treated fairly and respectfully as they assume responsibility for themselves and one another. Teachers encourage all students to participate in making decisions and in working independently and collaboratively. Expectations for student behavior are established early, are clearly understood, and consistently maintained. Teachers make effective use of instructional time as they implement class procedures and routines.

Understanding and organizing subject matter knowledge for student learning

- Demonstrating knowledge of subject matter content and student development
- Organizing curriculum to support student understanding of subject matter
- Integrating ideas and information within and across subject matter areas
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Using materials, resources, and technologies to make subject matter accessible to students

Teachers exhibit strong working knowledge of subject matter and student development. Teachers organize curriculum to facilitate students' understanding of the central themes, concepts and skills in the subject area. Teachers interrelate ideas and information within and across curricular areas to extend student's understanding. Teachers use their knowledge of student development, subject matter, instructional resources and teaching strategies to make subject matter accessible to all students.

EXHIBIT C-1 (CONT.)

The Professional Standards function as a guide for administrators and certificated staff. The common language of the Professional Standards provides for shared discussions between administrators and certificated staff.

Planning instruction and designing learning experiences for all students

- Drawing on and valuing students' background, interests, and developmental learning needs
- Establishing and articulating goals for student learning
- Developing and sequencing instructional activities and materials for student learning
- Designing long and short term plans to foster student learning
- Modifying instructional plans to adjust for student needs

Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interests. Teachers establish challenging learning goals for all students based on student experience, language, development, and home and school expectations. Teachers sequence curriculum and design long-term and short-term plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies. Teachers use instructional activities that promote learning goals and connect with student experiences and interests. Teachers modify and adjust instructional plans according to student engagement and achievement.

Assessing Student Learning

- Establishing and communicating learning goals for all students in content standards
- Collecting and using multiple sources of information to assess student learning
- Involving and guiding students in assessing their own learning
- Using the results of assessments to guide instruction
- Communicating with students, families, and other audiences about student progress

Teachers establish and clearly communicate learning goals for all students in content standards. Teachers collect information about student performance from a variety of sources. Teachers involve students in assessing their own learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students. Teachers exchange information about student learning with students, families, and support personnel in ways that improve understanding and foster academic progress.

Developing as a professional educator

- Reflecting on teaching practice and planning professional development
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with communities to improve professional practice
- Working with families to improve professional practice
- Working with colleagues to improve teaching and learning
- Balancing professional responsibilities and maintaining motivation

Teachers reflect on their teaching practice and actively engage in planning their professional development. Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. Teachers learn about and work with local communities to improve their professional practice. Teachers communicate effectively with families and involve them in student learning and the school community. Teachers contribute to school activities, promote school goals and improve professional practice by working collegially with all school staff. Teachers balance professional responsibilities and maintain motivation and commitment to all students.

EXHIBIT C-2
Traditional Calendar Timeline
General Timeline

Months	Administrative Mandated
Aug.	Inform Staff on Evaluation Processes
	Self-Assess on the Continuum of Teacher Abilities Develop goals in each standard, using form provided.
Sept.	Initial Meeting on Professional Standards and Portfolio focus
Oct.	1st Administrative Observation & Conferences Add evidence to Portfolio
Nov. & Dec.	2nd Administrative Observation & Conferences Add evidence to Portfolio
Jan.	Mid-Year Recommendation
Feb.	Share evidence of growth in the Professional Standards (Portfolio) Complete by second week in February
Mar.	3rd Administrative Observation & Conferences Add evidence to Portfolio
Apr.	Complete by second week in April
	Self-Assess
May	Final Evaluation – Summative Meeting Share evidence of growth in the Professional Standards (Portfolio) Complete by second week in May

Exhibit C-3
General Timelines

Months	Partner	Portfolio	Admin. Choice
Aug	Provide Staff information on Evaluation Processes		
	First Quarter Self-Assessment and develop Area of Investigation		
Sept.	Initial Meeting Agree upon Area of Investigation		
Oct.	1st Partner Obs. & Conf.	Write 1 st portfolio selection and reflection. First quarter group meeting with administrator.	1 st Administrative Observation and Conferences
Nov. & Dec.	2nd Partner Obs. & Conf.	Write 2 nd portfolio selection and reflection.	
Jan.		Write 3 rd * and 4 th * portfolio selections and reflections. *Administrator will collaborate to collect either the 3 rd or 4 th portfolio section and co-write the corresponding reflection through observation and conference.	2 nd Administrative Observation and Conferences
Feb.	3rd Partner Obs. & Conf.		
Mar.	4th Partner Obs. & Conf.		
Apr.			
Fourth Quarter Self-Assessment			
May	Final Evaluation		Summative Meeting

Exhibit C-4

Pajaro Valley Unified School District
 Evaluation Processes
 Based on the Professional Standards

OPTION	PARTNER	PORTFOLIO	ADMINISTRATIVE-CHOICE	ADMINISTRATIVE MANDATED
Goals	Area of Investigation Specific inquiry into student work, abilities and behaviors	Area of Investigation Specific inquiry into student work, abilities and behaviors.	Area of Investigation Specific inquiry into student work, abilities and behavior	Professional Standards Teacher and Administrator jointly develop a working/ learning portfolio demonstrating growth.
Initial Meeting	Partners/Administrator Meeting For teacher to present, discuss and agree upon Area of Investigation.	Teachers/Administrator Meeting For teacher to present, discuss and agree upon Area of Investigation.	Teachers/Administrator Meeting For teacher to present, discuss and agree upon Area of Investigation.	Teacher/Administrator Meeting To review Professional Standards and agree upon joint development of working/learning portfolio.
Observing And Conferring	Four Conference Cycles Observation tools designed by partners. Four pre-conferences by each partner. Four reciprocal observations by each partner. Four post-conferences by each partner. Administrator receives copies of all pre/post conference forms immediately following each post-conference.	One Conference Cycle Select and reflect on at least four portfolio items. First quarter group meeting with administrator to share and discuss first portfolio selection/ Reflection. Second semester on collaboration between teacher and administrator based on in-class work to gather a portfolio selection and write reflection.	Two Conference Cycles Observation tools designed by teacher and administrator. Two pre-conferences with administrator. Two observations by administrator to support the area of Investigation. Two post-conferences with administrator.	Three Conference Cycles Observation tools designed by administrator. Three pre-conferences with administrator. Three administrative observations. Three post-conferences with administrator. Mid-year report on progress in the Professional Standards. Focused on the Professional Standards and the joint development of a working/learning portfolio.
Summative Meeting	Partners/Administrator Meeting Teacher writes self-assessment. Administrator adds comments (completed prior to the last five weeks of the school year)	Teacher/Administrator Meeting Teacher writes self-assessment. Administrator adds comments (completed prior to the last five weeks of school year).	Teacher/Administrator Meeting Teacher writes self-assessment. Administrator adds comments (completed prior to the last five weeks of the school year).	Teacher/Administrator Meeting Administrator writes final assessment. Teacher adds final comments (completed prior to the last five weeks of the school year).
Evaluation Period	Three Years	Two Years	Two Years	One Year

Exhibit C-5

Professional Standards as applied to PRE-ASSISTANCE

Pre-Assistance is considered to be a signal to certificated staff that additional guidance and support is needed in maintaining Professional Standards in a particular domain(s). When Pre-Assistance is initiated by the supervising administrator, it is the responsibility of the administrator, along with certificated staff:

1. To identify the specific problem in relationship to Professional Standards,
2. To develop and implement a plan for improvement within a period of ten weeks,
3. To gather selections to show evidence of improvement in Professional Standards.

Throughout Pre-Assistance the administrator makes a commitment to certificated staff to support the improvement plan and allow the necessary time for learning new patterns of behavior. The early and frequent use of Pre-Assistance is viewed as positive support for certificated staff who find themselves with difficult challenges in their teaching or work.

When a certificated staff member is placed on Pre-Assistance there is no record of it submitted to his or her certificated personnel file. Only when certificated staff member is placed on Mandatory PAR is a record submitted to the permanent file. The period for Pre-Assistance is 10 weeks. The period for Mandatory PAR is one year. While on Mandatory PAR certificated staff are not eligible to transfer or advance to a higher step or column on the certificated salary schedule.

When on Mandatory PAR certificated staff will be assigned the support of a consulting teacher through the PVUSD/PVFT Peer Assistance and Review Program (PAR).

Below are the components of the Pre-Assistance Plan, as per contract:

The supervising administrator will give a written notice to the teacher regarding:

- A statement of the problem in relationship to Professional Standards
- A statement of the desired behavior in relationship to Professional Standards
- Date when the problem is to be resolved; and
- Recommendations and assistance that will be given to the teacher

After the written notification is given to the teacher, follow-up observations and conferences between the teacher and the evaluator will take place. The conferences will result in one of the following actions:

- Continue observations and conferences
- Referral to Mandatory PAR
- Problem resolved and Professional Standards met. Return to current evaluation option.

Professional Standards as applied to MANDATORY PAR for Tenured Staff Only

Certificated staff are referred to Mandatory PAR when staff are unable to meet the goals in a Pre-Assistance Plan.

When referred to Mandatory PAR certificated staff may appeal the referral.

If an appeal is not requested or if the appeal is not successful, staff is placed on Mandatory PAR and will be assigned a PAR consulting teacher for one year.

- The certificated staff member will remain on the Administrative Option, Mandated the year following the successful completion of Mandated PAR.
- Mandatory PAR includes intensified observations and conferences based on Professional Standards and follows the guidelines of the PVUSD/PVFT PAR Program.

The Mandatory PAR Plan:

The consulting teacher meets with the principal and the referred teacher to develop a plan that includes:

- A statement of the problem and existing conditions in relationship to Professional Standards
- Specific objective(s) for the evaluatee in relationship to Professional Standards
- Specific methods and resources which the evaluatee will use to remedy the problem and meet Professional Standards
- Specific guidance and assistance that will be offered to the evaluatee

During the Mandatory PAR :

- Consulting teachers develop reports in consultation with the principal.
- **Formative Reports** are written quarterly and presented to the PAR Governing Panel by the consulting teacher. The site administrator continues to observe and also attends PAR Governing Panel meetings to share his/her perspective.

A Summative Report is written and presented to the PAR Governing Panel at the end of the yearlong Mandatory PAR period by the consulting teacher and the site administrator shares his/her perspectives.

**Exhibit D-1
Staff Timeline**

DATE	PROGRAM/ACTIVITY	PROCEDURE(S)
July	YRE Site Resolution Team (SRT)	Organized annually
September 1	Salary Schedule Advancement	Course Work completed
October 1	Salary Schedule Advancement	Transcripts filed w/ Human Resources Dept.
October 1	Teacher-Initiated Track Change	Written request due to SRT
October 15	Track Change Review	SRT to meet by to review changes
November 1	Track Change Decision	Written decision due To affected teachers
December 1	Sabbatical Leave	Committee meets to review standards
January 1	Teacher Exchange Leave	Written request to Human Resources Dept.
January 1	Calendar	Report of Calendar committee to Board
January 15	Sabbatical Leave	Letter of intention submitted to Supervisor
February 1	Sabbatical Leave	Submit application to Sabbatical Leave Committee
March 1	Leave Without Pay	File request with Human Resources Dept.
March 1	Leave Without Pay	Notify Human Resources Dept. of intention to return from leave
March 1	Part-time Teaching	File request to participate with Principal
March 1	Divided Contracts	File request to continue in program with Supervisor
		File request to return to full-time teaching with Human Resources Dept.

Exhibit D-1 (continued)		
March 1	Pre-Retirement Program	Request/Revoke in writing, to Human Resources Dept.
March 1	Request for Transfer	Notification due in writing to Human Resources Dept.
March 1	Retirement Incentive Bonus	Intent to retire and request for bonus due in writing to Human Resources Dept.
March 15	Non-rehire	Last day to notify certificated non-reelection
April 1	District-Initiated Track Change	Written notification due to affected teachers
April 1	Reassignment	Teacher file request with Supervisor
May 1	Site Special Education team	Projected number of mainstream students due for the next year
May 10	Displaced Teachers, Permanent and Probationary	Notification to Union by Human Resources Dept.
May 15	District-Initiated Track Change	Written appeal to SRT due from affected teacher
May 20	Assignments	Notification to continuing employees for coming school year
May 30	Displaced	State position preference from Vacancy list
May 31	Rovers	Selection of Rovers for next year complete
June 15	Displaced Teachers	Placed in vacant positions

EXHIBIT E-1

**WOULD YOU LIKE THE OPPORTUNITY FOR SUPPORT
FROM A CONSULTING TEACHER?**

Consulting teachers from the New Teacher Project are available to meet individually with certificated staff based on the following priorities and this application process.

Support will be given to certificated staff who:

- Are new to the district, but do not qualify for a Santa Cruz New Teacher Project (SCNTP) advisor
 - **Have a new assignment**
 - **Are first or second year teachers who do not have an advisor in the SCNTP**
- Are experienced certificated staff who have identified an area of the PVUSD Professional Standards in which they want support.

A consulting teacher can meet with you from 2 – 4 sessions and support you in your area of focus at your convenience.

Interested?

Fill out the application below and return to Human Resources, Attention: Beth Dyer. Consulting Teachers will be assigned on a “first come first served” basis.

Voluntary PAR APPLICATION

Name: _____	Date: _____
School: _____	School Phone: _____
Home Address: _____	Home Phone: _____

Please describe specifically how you qualify for Voluntary PAR based on the above priorities:

Please describe you placement (grade level, content areas, special education area, etc.)

Please describe the specific type of support you would like:

EXHIBIT F-1
SALARY SCHEDULE
Teacher Employees



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

FY 2013-14

SALARY SCHEDULE FOR TEACHER EMPLOYEES

VALID CALIFORNIA CREDENTIAL REQUIRED

	Class I	Class II	Class III	Class IV
	BA &	B.A. plus 30	B.A. plus 45	B.A. plus 60
	Credential	Semester Units	Semester Units	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

SRC 12/18/13
MC 12/18/13

**EXHIBIT F-2
Salary Schedule**



**PAJARO VALLEY UNIFIED SCHOOL DISTRICT
FY 2014-15**

**SALARY SCHEDULE FOR:
PSYCHOLOGISTS, SPEECH/LANGUAGE PATHOLOGISTS
and PROGRAM SPECIALISTS**

1	61,869
2	64,021
3	66,173
4	68,325
5	70,477
6	72,629
7	74,781
8	76,933
9	79,085
10	81,237
11	83,389
12	85,541
13	87,693
14	89,845
15	91,997
16	94,149
17	96,301
18-21	98,227
22-25	100,192
26-29	102,196
30-33	104,240
34-37	106,325
38-41	108,452

Based on Step 8, Column IV, of the 2013-14 Teacher Salary Schedule plus 12 days for a total of 196, plus 9.64% stipend amount (from Step 1 Column 1 of the Teacher Salary Schedule plus 12 days=\$4300)

Masters Degree	\$	1,550
Doctorate	\$	1,550

Effective April 1, 2015

**EXHIBIT F-3
Salary Schedules**



PAJARO VALLEY UNIFIED SCHOOL DISTRICT



2013-2014

(NEW SCHEDULE EFFECTIVE 7/1/2013)

ADULT EDUCATION

Adult Education teachers shall be compensated according to the following schedule:

STEP	CLASS I (Credential)	CLASS II (Credential Plus 15 units)
1	\$ 29.50	\$ 30.98
2	30.33	31.85
3	31.16	32.72
4	31.99	33.59
5	32.82	34.46
6	33.65	35.33

Hours of service are required to move from one step to the next shall be as follows, except that there will be only one move per year, effective July 1:

600 hours to move 1 to 2
600 hours to move 2 to 3
600 hours to move 3 to 4
600 hours to move 4 to 5
600 hours to move 5 to 6

ADULT EDUCATION COMMUNITY EDUCATION (Fee Support Instructors) will be compensated at Step I/Class I of the Adult Education Salary Schedule.

7.00% Increase

3-14-14 added -ef HR

**EXHIBIT F-4
Salary Schedule**



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

2013-2014

SALARY SCHEDULE FOR CHILDREN'S CENTER TEACHERS

	Class I	Class II	Class III	Class IV
	Permit & 60	Permit & 90	Permit & 120	Permit B.A. & Std.
Steps	<u>Sem. Units</u>	<u>Sem. Units</u>	<u>Sem. Units</u>	<u>Credential</u>
1	16,780	18,125	19,470	20,815
2	18,125	19,470	20,815	22,160
3	19,470	20,815	22,160	23,505
4	20,815	22,160	23,505	24,850
5	22,160	23,505	24,850	26,195
6	23,505	24,850	26,195	27,540
7	24,850	26,195	27,540	28,885
8	26,195	27,540	28,885	30,230
9	27,540	28,885	30,230	31,575
10	28,885	30,230	31,575	32,920
11	30,230	31,575	32,920	34,265
12		32,920	34,265	35,610
13			35,610	36,955
14				38,300
15				39,645

Basis of Schedule

181 days of service per year, 7 1/2 hours a day per year

Special Compensation

Head Teacher: \$14.94 day

**EXHIBIT F-5
Salary Schedule**



PAJARO VALLEY UNIFIED SCHOOL DISTRICT

2013-2014

SALARY SCHEDULE FOR CHILDREN'S CENTER ASST/ASSOC TEACHERS

	Level 1	Level 2	Level 3	Assoc1	Assoc 2	Assoc 3
<u>Steps</u>	<u>Permit 6 ECE</u>	<u>Permit 9 ECE</u>	<u>Permit 12 ECE</u>	<u>Permit 12-18 ECE</u>	<u>19-23 ECE</u>	<u>24+ ECE</u>
1	15,895	16,371	16,862	17,260	17,787	18,313
2	16,371	16,862	17,368	17,787	18,313	18,872
3	16,862	17,368	17,889	18,313	18,872	19,429
4		17,889	18,426	18,313	19,429	20,018
5		18,426	18,979	18,313	20,018	20,622
6			19,548	18,313	20,018	21,242
7				18,313	20,018	21,970
8					20,018	21,970
9						21,970
10						21,970
11						21,970
12						21,970
13						21,970
14						21,970
15						21,970

Basis of Schedule

181 days of service per year, 8 hours a day per year

EXHIBIT F-6 Salary Schedule

Pajaro Valley Unified School District

2013-2014

Migrant Seasonal Head Start ~~400000~~ *RE*
Teacher Salary Schedule

Year	Class A	Class B	Class C	Class I	Class II	Class III	Class IV
	<u>Associate Teacher</u>	<u>Associate Teacher</u>	<u>Associate Teacher</u>	<u>Teacher</u>	<u>Associate Degree</u>	<u>75% of BA Requirement</u>	<u>BA Degree</u>
1	89.43	92.12	94.88	96.60	103.78	110.92	125.24
1.5	92.12	94.88	97.72	100.18	107.34	114.50	128.82
2	94.88	97.72	100.65	103.76	110.92	118.08	132.40
2.5		100.65	103.67	107.34	114.50	121.66	135.98
3		103.67	106.79	110.82	118.08	125.24	139.56
3.5			109.99	114.50	121.66	128.82	143.14
4			113.29	118.08	125.24	132.40	146.72
4.5				121.66	128.82	135.89	150.30
5				125.24	132.40	139.56	153.88
5.5				128.82	135.98	143.14	157.46
6				132.40	139.56	146.72	161.04
6.5				135.96	143.14	150.30	164.62
7				139.56	146.72	153.88	168.20
7.5				143.14	150.30	157.46	171.78
8				146.72	153.88	161.04	175.36
8.5				150.30	157.46	164.62	178.94
9				153.88	161.04	168.20	182.52
9.5					164.62	171.78	186.10
10					168.20	175.36	189.68
10.5					171.78	178.94	193.26
11					175.36	182.52	196.84
11.5					178.94	186.10	200.42
12					182.52	189.68	204.00
12.5						193.26	207.58
13						196.84	211.16
13.5							214.74
14							218.32
14.5							221.90
15							225.48
15.5							225.48
16							225.45

Increased following percentage
Effective 7/1/13

7%