

New language in the collective bargaining agreement:

ARTICLE IV WORKLOAD AND HOURS:

B. Definitions

3. Release Time is defined as time during the instructional day when the classroom teacher is not responsible for a classroom of students. **Time in which a teacher is transitioning from one class to another shall not count as Release Time**

D. Preparation/Release Time.

1. Special Education Pre-school
 - a. Special Education Pre-school teachers shall receive sixty (60) minutes per five (5) instructional days for preparation time. The remainder of the workday shall include other duties related to the educational programs and supervisory responsibilities assigned by the immediate supervisor, including duties related to transportation.
2. Elementary
 - e. Administration in consultation with Special Education Teachers shall select three (3) of the early release Wednesdays in a given school year, which shall be free of any mandated meetings or trainings, on site for case management.
3. Within the first month of the instructional school year, principals in consultation with teachers, shall create a release time schedule that takes into consideration all anticipated weeks including those with fewer than five (5) instructional days and parent-teacher conference week.
4. ~~3.~~ Preparation/Release Time for Middle and High School
 - a. The Athletic Director shall not be required to sub during their additional Athletic Director preparation period and shall not be regularly scheduled to work during this time.
 - b. In comprehensive Middle/Jr. High and High Schools every attempt shall be made to limit the number of different courses taught for General Education teachers to three (3). Before a teacher is assigned more than three (3) courses, the affected teacher will meet with the principal and the department chair, if available, to review the number of courses. In determining the number of courses, the following shall be excluded:

SDAIE

Teacher Assistant

Courses taught in the same period

- c. Administration in consultation with Special Education Teachers shall select three (3) of the early release Wednesdays in a given school year, which shall be free of any mandated meetings or trainings, on site for case management.
5. At schools that span both elementary and secondary levels, such as K-8, teachers shall be provided release/preparation time equal to that of the grade they are teaching as outlined above.
7. ~~8.~~ Certificated Staff shall be provided one hundred twenty (120) minutes on weekly district-wide early dismissal days for fulfilling professional responsibilities. Principals, in consultation with staff, shall determine the purpose and outcomes of the early release days. Each site will determine how such consultation will occur. The consultation plan will be available for review. Administration in consultation with teachers shall select two (2) of the early release Wednesdays in a given school year, which shall be free of any mandated meetings in order to prepare progress reports or report cards.
- 5..Once per a school year, all release time teachers who work with Special Day Class students may utilize one half day of School Business to attend a Teacher led training on meeting the instructional needs of all the students they are serving. PVFT may offer a Special Education Teacher one (1) School Business Day for planning and one half day to conduct the training. The District will cover the cost of any substitutes required for this training. PVFT in consultation with the District will identify the day for this training.

ARTICLE VI CLASS SIZE:

A.

T-K shall not exceed a maximum of Twenty two (22)students.

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

1. Within five (5) school days from the first day upon which any class enrollment exceeds the maximum, the Class Size committee shall meet to devise a local solution.

The teacher of the affected classroom will be informed of the specific **solution** to correct the over- enrollment concern and the day by which the correction **shall take effect**.

2. After ten (10) school days(Excluding the first five (5) school days of the year) from the first day upon which any class enrollment exceeds the maximum the affected teacher shall be compensated as follows; ;The Special Ed Pre-school and Elementary Teachers of the affected classroom shall be paid an additional one half (1/2) of an hour at the hourly rate for supplemental work (Range 1 Step 1) a day for each student over the maximum class size. A Secondary Teacher shall be paid an additional One Tenth (1/10) of an hour at the hourly rate for supplemental work per excess student per hour or portion thereof, not to exceed One Half (1/2) of the hourly rate for supplemental work (Range 1 Step 1) per student, per day, for each student over the maximum class size. The compensation shall be retroactive to the first day of the overage.

6. Combination classes shall not exceed the maximum limit of the lowest grade.

E. Release teachers

1. Release teachers shall be provided access to a workspace, a phone, a computer, a copier, school supplies, access to student information systems, a secure storage, and a secure cart, if expected to rove.
- E. Caseload: Class sizes and case-loads for Special Education personnel (Special Day Class Teachers, Resource Specialists, Speech Pathologists, Hearing Specialists, etc.) shall be in accordance with the applicable provisions of the Education Code. Caseloads for Counselors, Psychologists, Nurses, and Program Specialists shall not exceed caseloads mandated by statute. ^[1]In addition, the following limitations apply:
 1. Caseload: the number of students for whom a Special Education employee or employee listed in Article VI section F provides services.

Pre-School:

- Intensive language Institute: Caseload maximum twenty four(24)
- Non-Categorical: Caseload maximum twenty four(24)
- Autism : Caseload maximum fourteen(14)

Elementary:

- Mild to Moderate: Caseload maximum eighteen (18)
- Life Skills/Moderate to Severe: Caseload maximum fourteen(14)
- Autism : Caseload maximum fourteen (14)

- Emotional Disabilities/RISE: Caseload maximum twelve (12)
- Deaf SDC: Caseload maximum fourteen(14)
- Inclusive Practices: Caseload maximum twenty eight (28)

Middle/Junior High:

- Mild to Moderate: Caseload maximum twenty two(22)
- Life Skills/Moderate to Severe: Caseload maximum sixteen(16)
- Emotional Disabilities/RISE: Caseload maximum fourteen (14)
- Inclusive Practices: Caseload maximum twenty eight(28)

High School:

- Mild to Moderate: Caseload maximum twenty six(26)
- Life Skills/Moderate to Severe: Caseload maximum eighteen (18)
- Emotional Disabilities/RISE: Caseload maximum eighteen (18)
- Inclusive Practices: Caseload maximum twenty eight (28)

Post Secondary:

- Mild to Moderate: Caseload maximum twenty six(26)
- Life Skills/Moderate to Severe: Caseload maximum eighteen (18)

2: Other Specialist caseload limits

- Deaf and Hard of Hearing: Caseload maximum forty eight(48)
- Adaptive PE: Caseload maximum limited to forty-five (45)
- Visually Impaired: Caseload maximum thirty-five (35)
- Speech Language Pathologist for designated Special Education Pre-school caseload maximum of forty (40)
- Speech Language Pathologist caseload: Caseload maximum District average of fifty-five (55)

Education Employee shall be paid an additional one half (1/2) of an hour at supplemental hourly rate (Range 1 Step 1) per day for each student they agree to take above their caseload.

- I. A Joint District-Union Committee will be formed to evaluate needs and ratios for support services to students and staff. The committee will be formed with a 1:1 Ratio of District Admin & PVFT members, not to exceed a total of 14 committee members, PVFT

leadership will select representation including the following: counselors, librarians, nurses, psychologists, SELPA classroom teachers, and union leadership, in order to make recommendations to the negotiations teams. The committee will meet at least once per semester and any recommendations by this committee would go through the regular negotiations process.^[SEP]

ARTICLE VII WAGES AND RELATED:

2019-20 Salary

- Provide a one-time bonus (prorated by full-time equivalent) for all PVFT bargaining unit members from savings on certificated substitutes and certificated extra work requests during 3/16/20 to 6/5/20.
- Retroactive to 7/1/19, provide a 0.2% increase to the K-12 & ECE Salary schedules per every \$1 million dollars above an ending 2019-20 fund balance of \$30 million dollars, including reserve.

2020-21 Salary

- Reduce the number of workdays from 186 to 184 for future years without reducing salary amounts. The two days removed are 1 SBC day and 1 Teacher Work Day.
- Provide a one-time bonus (prorated by full-time equivalent) for all PVFT bargaining unit members from savings on certificated substitutes and certificated extra work requests due to Distance Learning and/or any hybrid model in the 2020-2021 school year.
- Effective 7/1/20, provide a 0.2% Increase to the K-12 and ECE salary schedules per every .5% increase to per pupil revenue based upon the approved state budget this fall 2020, in comparison to the Second Interim Budget of March 9, 2020.
- Provide a 1% one-time bonus to K-12 and ECE contingent upon the receipt of the \$2 million in one-time Special Education allocation from the state, based upon the budget as modified this fall 2020.

Early Childhood Education Salary

- Revise salary schedule for the Early Childhood Education Program to exceed the Governor's proposed minimum wage increases years ahead of schedule.

Adult Education Salary

- Provide a 1% salary increase in 2019-20 and a 1% salary increase plus a 1% one-time salary payment for 2020-21.

B. **Seven (7)** department chair positions will be established for each middle/junior high school. **This number is inclusive of a special education teacher.** 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. **Only a teacher with a clear credential can be nominated as a department chair.** 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).

4. Special Education Stipend

The District will provide a stipend of 3.66% of step 1 Column 1 to a certificated unit member if the certificated unit member has a Special Education credential or authorization and is teaching in one of the designated positions below:

Visually/ Orthopedically Impaired

Deaf and Hard of Hearing

Autism

RISE Academy

5. . Bilingual Stipend

b) The teacher is teaching in a District designated bilingual program as designated by our PVUSD English Learner Master Plan **or is serving as a MEST teacher in the Migrant Education program**, in the year the stipend is paid.

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) **of the positions salary schedule** divided by the number of days in the regular work year divided by the number of hours in the basic work day = hourly rate.

G. Hourly Rate for Additional IEP Work

Special Education unit members who agree to perform additional work outside the contract day related to IEP/IDEA compliance, shall be paid at their hourly supplemental rate. An estimate of additional hours will be agreed upon between the unit member and their supervisor prior to the start of any work.

ARTICLE VII HEALTH AND WELFARE BENEFITS:

- No changes to health and welfare benefits for 2019-20 and 2020-21. PVFT stood in solidarity to maintain benefits coverage and for PVUSD to absorb the entirety of inflationary increases. For the 2019-2020 benefit year this meant PVUSD absorbed up to 7% depending on the plan, and up to 2% in 2020-21 of approximately over 2.3 million for the PVFT bargaining unit.

ARTICLE XII LEAVES:

D. Parental leave

6. If parents are both employees of the District each employee is entitled to one twelve (12) week period, if all other eligibility requirements are met.

ARTICLE XIII EVALUATION:

The sole evaluator, regardless of department shall be the certificated immediate supervisor. If other arrangements are made by the supervisor, the unit member will be notified as soon as reasonably possible. Each unit member shall have only one evaluator. In the case that a member works at two (2) or more sites, the affected site administrators shall decide who will serve as the evaluator. The other non-evaluating administrator(s) may give input.

B. The tenured 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, and shall be based upon any combination of the following: formal and informal classroom observations, and formal and informal observations related to developing as a professional educator.
3. The evaluator in consultation with the employee shall set the dates for at least one (1) formal observation with pre and post conferences no later than five (5) working days prior to taking place, unless a sooner date is mutually agreed upon by both parties
4. The evaluation process shall be completed in sufficient time so that each teacher shall receive his/her summative evaluation no later than the 152nd day of instruction.
6. If a teacher believes there is incorrect information in their written evaluation, they shall first address their concern with their evaluator. If they still feel there is incorrect information, they shall have the right to respond in writing to the evaluation within 10 working days and have their response attached to the evaluation.

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 **the applying column of the** Professional Standards. The duration for Pre-Assistance is a minimum of 10 weeks for tenured staff.

The **evaluator** will **develop a Pre-Assistance plan that will include the following:**

- 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

Pre-Assistance plans are submitted by the evaluator to the Assistant Superintendent of Human Resources or Designee and the President of PVFT or Designee for joint review. They will submit the plan to the PAR committee for final approval. Upon final approval the evaluator will present the Pre-Assistance plan to the unit member for implementation.

D. PAR Committee

1. The District shall establish a PAR committee to provide oversight of the Pre-Assistance and Mandatory Peer-Assistance process. The Assistant Superintendent of Human Resources or Designee and the PVFT President or Designee in consultation with the committee will establish the operational procedures, schedule of meeting dates, and agenda items of the committee.
2. Membership: The PAR committee will consist of the Assistant Superintendent of Human Resources or Designee, PVFT Union President, three (3) PVFT Members, and two (2) District Administrators.
4. Additional members may be added to the PAR committee by mutual agreement between the Assistant Superintendent of Human Resources or Designee and the PVFT Union President. The majority of the Committee shall be composed of certificated PVFT members.
5. PVFT committee members required to attend PAR Meetings shall be compensated at one hundred (\$100) dollars per meeting attended. The meeting shall not be more than ninety (90) minutes in length.

ARTICLE XIV REASSIGNMENT AND TRANSFER:

A. All bargaining unit members are employees of the District

All bargaining unit members are employees of the District and not of one particular school, division or department. Teachers assigned to Migrant Education, Special Education, **VAPA**,

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 **state and federal 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. General Provisions.

1. All vacancies, including extra pay assignments, shall be posted on **the District's online application system**, as far in advance of the closing date for submission of applications as practical, a minimum of five (5) working days. **The Union will be notified via an electronic notification.**
2. **By May 10th, the Human Resource Office shall notify all staff and Union President via District email of current openings by sharing a link to the District online application system.**
3. **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. Teachers seeking part-time positions authorized by Article XXIII. A. Pre-Retirement
 - e. Temporary employees with rehiring rights at the same school (see #9 following);
 - ~~f. Teacher initiated transfer requests;~~
 - ~~g. All other temporaries~~

E. Teacher-Initiated Transfer.

1. **Current employees may apply on the District's online application system for any vacant position(s). On the online application, employees need only include their name and check the box indicating they are a district employee. Employees may**

upload a current resume and cover letter. If they meet the minimum qualifications listed below they will be offered an interview.

- a. Holds appropriate credential(s) and meets the minimum qualifications of the job.
- b. Is not currently on PAR

ARTICLE XXIII RETIREMENT:

C. Early Retirement Incentive Program.

Conditions. 1. A prospective retiree shall notify the District by **January 20th** of his/her retirement to be effective between March 1st and September 1st **of the same calendar year.**

D. District-Paid Insurance for Early Retirees.

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 **or PERS.**

4. An employee who receives a disability allowance from STRS **or PERS**, irrespective of whether the employee has retired or not, and who is at least fifty-five (55) years of age and has rendered ten (10) years of continuous service, including Board-approved leave, shall be eligible for health and welfare benefits under this provision.