

TENTATIVE AGREEMENT

**BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND**

UNITED TEACHERS LOS ANGELES-PALISADES CHARTER HIGH SCHOOL

This Tentative Agreement is executed by and between Palisades Charter High School (“PCHS”) and United Teachers Los Angeles–Palisades Charter High School (“UTLA”) (collectively “the parties”), subject to the ratification process.

The parties have agreed to a three-year collective bargaining agreement (“Agreement”), July 1, 2023 through June 30, 2026, with one potential, limited reopener provision for the second and third year of the Agreement.

The parties agree as follows:

1) Salaries and Stipends

- A) Effective July 1, 2023, PCHS shall increase all certificated salary tables by 7.0%.
- B) Effective July 1, 2024, PCHS shall increase all certificated salary tables by the following percentages based on the funded percentage increase to the LCFF base grant in the adopted 2024-2025 budget:

% Increase to LCFF Base Grant	Increase to Certificated Salary Tables
0 – 0.99%	0%
1.0 - 1.49%	0.5%
1.5 – 1.99%	1.0%
2.0% or above	1.0% less than % increase to LCFF base grant

- C) Effective July 1, 2025:
 - (1) If the percentage increase to the LCFF base grant in 2024-2025 resulted in a 0% increase to the certificated salary tables in accordance with subsection (B), above, PCHS shall increase all certificated salary tables by a percentage equal to 1% less than the funded percentage increase to the LCFF base grant in the adopted 2025-2026 budget; or
 - (2) If the percentage increase to the LCFF base grant in 2024-2025 resulted in a 0.5%, or above increase to the certificated salary tables in accordance with subsection (B), above, the chart in subsection (B), above, will apply and determine the increase to the certificated salary tables.
- D) The salary increase formulas in Section 2(C) will not result in a decrease in salary from the previous year.

- E) In the event that PCHS receives additional state or federal funds that are unanticipated and are therefore not reflected in the Board-adopted budgets for 2024-2025 and 2025-26, and the funds can lawfully be expended on employee compensation (e.g. no supplement not supplant restrictions), reopener negotiations may be initiated at the request of either party. The subject of such negotiations shall be limited to off-schedule bonus payments.

2) Work Year and Separate Salary Schedule Agreements

- A) The work year for bargaining unit members other than Counselors, Social Workers, Nurses, and Psychologists, shall be 180 days, with 175 student instructional days. Non-student work days shall be the two (2) days before the start of the fall semester, the day before the start of the spring semester, and the last day of each semester. This provision reflects the status quo regarding the work year for bargaining unit members other than Counselors, Social Workers, Nurses, and Psychologists.
- B) The Counselor work year is 195 days, and the salary schedule for Counselors is attached as **Exhibit A**. A typical work year for Counselors includes eight (8) work days before the first work day for teachers, and seven (7) work days following the last work day for teachers.
- C) The Psychologist work year is 190 days, and the salary schedule for Psychologists is attached as **Exhibit B**. A typical work year for Psychologists includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- D) The Nurse work year is 200 days, and the salary schedule for Nurses is attached as **Exhibit C**. A typical work year for Nurses includes fifteen (15) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- E) The Social Worker work year is 190 days, and the salary schedule for Social Workers is attached as **Exhibit D**. A typical Social Worker work year includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- F) The parties agree on a separate NBC teacher salary schedule that reflects the automatic, additional 7.5% of salary, attached as **Exhibit E** (schedules for NBC +BA and NBC +MA). The optional, additional compensation available for NBC teachers is not included on the separate NBC teacher salary schedule, but will continue to be available to NBC teachers.

3) Agreement Articles and a “Pali-Only” Agreement

- A) During negotiations the parties agreed that any article of the Agreement that was “sunshined” by either party for substantive amendments during this round of

negotiations would be finalized for a “Pali-Only” Agreement. This process resulted in the following complete articles for the “Pali-Only” Agreement:

- (1) Article I of the Agreement (Recognition), is attached as **Exhibit F**.
 - (2) Article IV of the Agreement (UTLA-PCHS Rights), is attached as **Exhibit G**.
 - (3) Article IX of the Agreement (Hours, Duties, and Work Year), is attached as **Exhibit H**.
 - (4) Article X of the Agreement (Evaluation), is attached as **Exhibit I**. The parties also agree that an Evaluation Handbook will be developed, with the content approved by both parties, as a guide for unit members and administrators engaging in the evaluation process.
 - (5) Article XI of the Agreement (Personnel Files and Discipline), is attached as **Exhibit J**.
 - (6) Article XII of the Agreement (Assignments), is attached as **Exhibit K**.
 - (7) Article XIV of the Agreement (Leaves), is attached as **Exhibit L**.
 - (8) Article XVII of the Agreement (Professional Development), is attached as **Exhibit M**.
 - (9) Article XVIII of the Agreement (Class Size), is attached as **Exhibit N**.
 - (10) Article XIX of the Agreement (Summer School), is attached as **Exhibit O**.
 - (11) Article XXV of the Agreement (Term and Recognition), is attached as **Exhibit P**.
- B) The parties agree that any articles not identified in subsection 3(A), above, will be finalized and approved for publication of a “Pali-Only” agreement, making non-substantive amendments and eliminating LAUSD language not applicable to the parties, before September 1, 2023.

4) Pali Period Schedule

The parties agree to implement the Pali Period Schedule attached as **Exhibit Q**.

5) Virtual Academy Side Letter

The parties agree to a new Virtual Academy Side Letter, attached as **Exhibit R**.

6) Completion of Negotiations

Except as provided in subsection 1(E), above, and the completion of a “Pali-Only” agreement as specified in subsection 3(B), above, this Tentative Agreement closes bargaining for the 2023-2024 school year, the 2024-2025 school year, and the 2025-2026 school year.

Negotiations on a successor agreement will commence in accordance with Article XXV of the collective bargaining agreement, in the spring of 2026.

AUTHORIZED SIGNATURES:

Date: August 15, 2023



UTLA Representative

Date: August 16, 2023



PCHS Representative

EXHIBIT A

2023 - 2024 Counselor Salary Table

219 days

6000 Stipend

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	BA - 2023-2024	\$ 74,690	\$ 74,776	\$ 75,508	\$ 76,240	\$ 76,325	\$ 76,427	\$ 79,149	\$ 80,154	\$ 83,472	\$ 85,700				
2023-2024	20	7.00%	\$ 79,499	\$ 79,590	\$ 80,373	\$ 81,157	\$ 81,248	\$ 81,357	\$ 84,270	\$ 85,344	\$ 88,895	\$ 91,279				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	BA - 2023-2024	\$ 74,776	\$ 75,508	\$ 76,240	\$ 76,325	\$ 76,427	\$ 79,149	\$ 80,154	\$ 83,472	\$ 85,700	\$ 88,354				
2023-2024	21	7.00%	\$ 79,590	\$ 80,373	\$ 81,157	\$ 81,248	\$ 81,357	\$ 84,270	\$ 85,344	\$ 88,895	\$ 91,279	\$ 94,119				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	BA - 2023-2024	\$ 75,508	\$ 75,593	\$ 76,325	\$ 76,427	\$ 78,826	\$ 81,667	\$ 84,219	\$ 86,483	\$ 88,813	\$ 92,625				
2023-2024	22	7.00%	\$ 80,373	\$ 80,464	\$ 81,248	\$ 81,357	\$ 83,924	\$ 86,963	\$ 89,694	\$ 92,117	\$ 94,610	\$ 98,689				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	BA - 2023-2024	\$ 75,593	\$ 76,325	\$ 76,427	\$ 78,826	\$ 81,326	\$ 84,271	\$ 87,265	\$ 89,614	\$ 92,046	\$ 97,219				
2023-2024	23	7.00%	\$ 80,464	\$ 81,248	\$ 81,357	\$ 83,924	\$ 86,599	\$ 89,750	\$ 92,954	\$ 95,467	\$ 98,069	\$ 103,605				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	BA - 2023-2024	\$ 76,325	\$ 76,427	\$ 78,826	\$ 81,326	\$ 84,271	\$ 87,317	\$ 90,448	\$ 92,880	\$ 95,841	\$ 101,678				
2023-2024	24	7.00%	\$ 81,248	\$ 81,357	\$ 83,924	\$ 86,599	\$ 89,750	\$ 93,009	\$ 96,359	\$ 98,962	\$ 102,130	\$ 108,376				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	BA - 2023-2024	\$ 76,427	\$ 78,826	\$ 80,919	\$ 85,207	\$ 88,286	\$ 91,502	\$ 93,731	\$ 96,437	\$ 99,958	\$ 106,204				
2023-2024	25	7.00%	\$ 81,357	\$ 83,924	\$ 86,164	\$ 90,751	\$ 94,046	\$ 97,487	\$ 99,872	\$ 102,767	\$ 106,535	\$ 113,218				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	BA - 2023-2024	\$ 79,149	\$ 81,276	\$ 83,472	\$ 88,371	\$ 91,571	\$ 94,922	\$ 97,151	\$ 100,334	\$ 104,077	\$ 110,645				
2023-2024	26	7.00%	\$ 84,270	\$ 86,546	\$ 88,895	\$ 94,137	\$ 97,561	\$ 101,147	\$ 103,531	\$ 106,937	\$ 110,942	\$ 117,970				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	BA - 2023-2024	\$ 80,783	\$ 84,254	\$ 86,516	\$ 91,672	\$ 95,007	\$ 98,479	\$ 100,707	\$ 104,281	\$ 108,177	\$ 115,272	\$ 115,783	\$ 116,260	\$ 116,770	\$ 117,229
2023-2024	27	7.00%	\$ 86,017	\$ 89,732	\$ 92,152	\$ 97,670	\$ 101,238	\$ 104,952	\$ 107,337	\$ 111,160	\$ 115,330	\$ 122,921	\$ 123,467	\$ 123,978	\$ 124,524	\$ 125,015

Notes
 BA = Base Pay
 BA - 2023-24 = Base Salary + \$6,000 (counselor stipend)
 Days/School Year : 219 days (195 duty days)

YEARS	2021-22 Career Increments			
	15-19	20-24	25-29	30+
	1st CI	2nd CI	3rd CI	4th CI
2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340
2023-2024	BA	\$ 113,103	\$ 114,978	\$ 116,852
2023-2024	BA - 2023-2024	\$ 119,103	\$ 120,978	\$ 122,852
2023-2024	7.00%	\$ 127,021	\$ 129,026	\$ 131,032

2023 - 2024 Counselor Salary Table + MA

219 days

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
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2023-2024	20	7.00%	\$ 79,499	\$ 79,590	\$ 80,373	\$ 81,157	\$ 81,248	\$ 81,357	\$ 84,270	\$ 85,344	\$ 88,895	\$ 91,279				
2023-2024	20	M	\$ 81,499	\$ 81,590	\$ 82,373	\$ 83,157	\$ 83,248	\$ 83,357	\$ 86,270	\$ 87,344	\$ 90,895	\$ 93,279				
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M + MA \$ 2,000

Notes
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2023-2024	BA - 2023-2024	\$ 119,103	\$ 120,978	\$ 122,852	\$ 126,601
2023-2024	7.00%	\$ 127,021	\$ 129,026	\$ 131,032	\$ 135,043
	+ MA	\$ 129,021	\$ 131,026	\$ 133,032	\$ 137,043

2023 - 2024 Counselor Salary Table + DR

219 days

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2023-2024	26	D	\$ 87,270	\$ 89,546	\$ 91,895	\$ 97,137	\$ 100,561	\$ 104,147	\$ 106,531	\$ 109,937	\$ 113,942	\$ 120,970				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	BA - 2023-2024	\$ 80,783	\$ 84,254	\$ 86,516	\$ 91,672	\$ 95,007	\$ 98,479	\$ 100,707	\$ 104,281	\$ 108,177	\$ 115,272	\$ 115,783	\$ 116,260	\$ 116,770	\$ 117,229
2023-2024	27	7.00%	\$ 86,017	\$ 89,732	\$ 92,152	\$ 97,670	\$ 101,238	\$ 104,952	\$ 107,337	\$ 111,160	\$ 115,330	\$ 122,921	\$ 123,467	\$ 123,978	\$ 124,524	\$ 125,015
2023-2024	27	D	\$ 89,017	\$ 92,732	\$ 95,152	#####	\$ 104,238	\$ 107,952	\$ 110,337	\$ 114,160	\$ 118,330	\$ 125,921	\$ 126,467	\$ 126,978	\$ 127,524	\$ 128,015

D + DR \$ 3,000

Notes
 BA = Base Pay
 BA - 2023-24 = Base Salary + \$6,000 (counselor stipend)
 Days/School Year : 219 days (195 duty days)

YEARS	2021-22 Career Increments			
	15-19	20-24	25-29	30+
	1st CI	2nd CI	3rd CI	4th CI
2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340
2023-2024	\$ 113,103	\$ 114,978	\$ 116,852	\$ 120,601
2023-2024	\$ 119,103	\$ 120,978	\$ 122,852	\$ 126,601
2023-2024	\$ 127,021	\$ 129,026	\$ 131,032	\$ 135,043
+ DR	\$ 130,021	\$ 132,026	\$ 134,032	\$ 138,043

EXHIBIT B

2023-2024 Special Services Salary Table

214 days

(Psychologist, Social Worker)

	YEARS/ UNITS	1	2	3	4	5	6	7	8
2022-2023		\$ 85,946	\$ 90,135	\$ 94,325	\$ 98,514	\$ 102,703	\$ 106,892	\$ 111,082	\$ 119,460
2023-2024	7.00%	\$ 91,962	\$ 96,444	\$ 100,928	\$ 105,410	\$ 109,892	\$ 114,374	\$ 118,858	\$ 127,822

2023-2024

Hours: 8 hours per day

DAYS/ School Year + 214 days (190 Duty Days):

EXHIBIT C

2023-2024 Certificated Salary Table (School Nurse)

224 days

6000 Stipend

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	BA - 2023-2024	\$ 76,259	\$ 76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$ 78,035	\$ 80,820	\$ 81,847	\$ 85,240	\$ 87,520				
2023-2024	20	7.00%	\$ 81,177	\$ 81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$ 83,077	\$ 86,057	\$ 87,156	\$ 90,787	\$ 93,226				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	BA - 2023-2024	\$ 76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$ 78,035	\$ 80,820	\$ 81,847	\$ 85,240	\$ 87,520	\$ 90,235				
2023-2024	21	7.00%	\$ 81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$ 83,077	\$ 86,057	\$ 87,156	\$ 90,787	\$ 93,226	\$ 96,131				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	BA - 2023-2024	\$ 77,095	\$ 77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,394	\$ 86,005	\$ 88,320	\$ 90,704	\$ 94,603				
2023-2024	22	7.00%	\$ 82,071	\$ 82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,812	\$ 91,605	\$ 94,083	\$ 96,633	\$ 100,805				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	BA - 2023-2024	\$ 77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$ 86,058	\$ 89,121	\$ 91,523	\$ 94,011	\$ 99,302				
2023-2024	23	7.00%	\$ 82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$ 91,662	\$ 94,939	\$ 97,510	\$ 100,171	\$ 105,833				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	BA - 2023-2024	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$ 86,058	\$ 89,173	\$ 92,376	\$ 94,864	\$ 97,892	\$ 103,863				
2023-2024	24	7.00%	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$ 91,662	\$ 94,996	\$ 98,422	\$ 101,084	\$ 104,325	\$ 110,713				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	BA - 2023-2024	\$ 78,035	\$ 80,489	\$ 82,630	\$ 87,015	\$ 90,165	\$ 93,454	\$ 95,734	\$ 98,502	\$ 102,103	\$ 108,492				
2023-2024	25	7.00%	\$ 83,077	\$ 85,703	\$ 87,994	\$ 92,686	\$ 96,056	\$ 99,576	\$ 102,015	\$ 104,977	\$ 108,831	\$ 115,666				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	BA - 2023-2024	\$ 80,820	\$ 82,995	\$ 85,240	\$ 90,252	\$ 93,524	\$ 96,952	\$ 99,232	\$ 102,487	\$ 106,316	\$ 113,034				
2023-2024	26	7.00%	\$ 86,057	\$ 88,385	\$ 90,787	\$ 96,149	\$ 99,651	\$ 103,319	\$ 105,758	\$ 109,242	\$ 113,338	\$ 120,526				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	BA - 2023-2024	\$ 82,490	\$ 86,041	\$ 88,354	\$ 93,628	\$ 97,039	\$ 100,590	\$ 102,870	\$ 106,524	\$ 110,510	\$ 117,767	\$ 118,289	\$ 118,777	\$ 119,299	\$ 119,768
2023-2024	27	7.00%	\$ 87,844	\$ 91,644	\$ 94,119	\$ 99,762	\$ 103,412	\$ 107,211	\$ 109,650	\$ 113,561	\$ 117,826	\$ 125,591	\$ 126,149	\$ 126,671	\$ 127,230	\$ 127,732

Notes
 BA = Base Pay
 BA - 2023-24 = Base Salary * 224 days + \$6,000 stipend
 Days/School Year : 224 days (200 duty days)

YEARS	2021-22 Career Increments				
	15-19	20-24	25-29	30+	
	1st CI	2nd CI	3rd CI	4th CI	
2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340	
2023-2024	\$ 115,686	\$ 117,603	\$ 119,520	\$ 123,354	
2023-2024	BA - 2023-2024	\$ 121,686	\$ 123,603	\$ 125,520	\$ 129,354
2023-2024	7.00%	\$ 129,784	\$ 131,835	\$ 133,886	\$ 137,989

2023-2024 Certificated Salary Table (School Nurse) + MA

224 days

6000 Stipend

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	BA - 2023-2024	\$ 76,259	\$ 76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$ 78,035	\$ 80,820	\$ 81,847	\$ 85,240	\$ 87,520				
2023-2024	20	7.00%	\$ 81,177	\$ 81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$ 83,077	\$ 86,057	\$ 87,156	\$ 90,787	\$ 93,226				
2023-2024	20	M	\$ 83,177	\$ 83,270	\$ 84,071	\$ 84,873	\$ 84,966	\$ 85,077	\$ 88,057	\$ 89,156	\$ 92,787	\$ 95,226				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	BA - 2023-2024	\$ 76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$ 78,035	\$ 80,820	\$ 81,847	\$ 85,240	\$ 87,520	\$ 90,235				
2023-2024	21	7.00%	\$ 81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$ 83,077	\$ 86,057	\$ 87,156	\$ 90,787	\$ 93,226	\$ 96,131				
2023-2024	21	M	\$ 83,270	\$ 84,071	\$ 84,873	\$ 84,966	\$ 85,077	\$ 88,057	\$ 89,156	\$ 92,787	\$ 95,226	\$ 98,131				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	BA - 2023-2024	\$ 77,095	\$ 77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,394	\$ 86,005	\$ 88,320	\$ 90,704	\$ 94,603				
2023-2024	22	7.00%	\$ 82,071	\$ 82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,812	\$ 91,605	\$ 94,083	\$ 96,633	\$ 100,805				
2023-2024	22	M	\$ 84,071	\$ 84,165	\$ 84,966	\$ 85,077	\$ 87,703	\$ 90,812	\$ 93,605	\$ 96,083	\$ 98,633	\$ 102,805				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	BA - 2023-2024	\$ 77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$ 86,058	\$ 89,173	\$ 91,523	\$ 94,011	\$ 99,302				
2023-2024	23	7.00%	\$ 82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$ 91,662	\$ 94,939	\$ 97,510	\$ 100,171	\$ 105,833				
2023-2024	23	M	\$ 84,165	\$ 84,966	\$ 85,077	\$ 87,703	\$ 90,439	\$ 93,662	\$ 96,939	\$ 99,510	\$ 102,171	\$ 107,833				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	BA - 2023-2024	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$ 86,058	\$ 89,173	\$ 92,376	\$ 94,864	\$ 97,892	\$ 103,863				
2023-2024	24	7.00%	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$ 91,662	\$ 94,996	\$ 98,422	\$ 101,084	\$ 104,325	\$ 110,713				
2023-2024	24	M	\$ 84,966	\$ 85,077	\$ 87,703	\$ 90,439	\$ 93,662	\$ 96,996	\$ 100,422	\$ 103,084	\$ 106,325	\$ 112,713				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	BA - 2023-2024	\$ 78,035	\$ 80,489	\$ 82,630	\$ 87,015	\$ 90,165	\$ 93,454	\$ 95,734	\$ 98,502	\$ 102,103	\$ 108,492				
2023-2024	25	7.00%	\$ 83,077	\$ 85,703	\$ 87,994	\$ 92,686	\$ 96,056	\$ 99,576	\$ 102,015	\$ 104,977	\$ 108,831	\$ 115,666				
2023-2024	25	M	\$ 85,077	\$ 87,703	\$ 89,994	\$ 94,686	\$ 98,056	\$ 101,576	\$ 104,015	\$ 106,977	\$ 110,831	\$ 117,666				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	BA - 2023-2024	\$ 80,820	\$ 82,995	\$ 85,240	\$ 90,252	\$ 93,524	\$ 96,952	\$ 99,232	\$ 102,487	\$ 106,316	\$ 113,034				
2023-2024	26	7.00%	\$ 86,057	\$ 88,385	\$ 90,787	\$ 96,149	\$ 99,651	\$ 103,319	\$ 105,758	\$ 109,242	\$ 113,338	\$ 120,526				
2023-2024	26	M	\$ 88,057	\$ 90,385	\$ 92,787	\$ 98,149	\$ 101,651	\$ 105,319	\$ 107,758	\$ 111,242	\$ 115,338	\$ 122,526				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	BA - 2023-2024	\$ 82,490	\$ 86,041	\$ 88,354	\$ 93,628	\$ 97,039	\$ 100,590	\$ 102,870	\$ 106,524	\$ 110,510	\$ 117,767	\$ 118,289	\$ 118,777	\$ 119,299	\$ 119,768
2023-2024	27	7.00%	\$ 87,844	\$ 91,644	\$ 94,119	\$ 99,762	\$ 103,412	\$ 107,211	\$ 109,650	\$ 113,561	\$ 117,826	\$ 125,591	\$ 126,149	\$ 126,671	\$ 127,230	\$ 127,732
2023-2024	27	M	\$ 89,844	\$ 93,644	\$ 96,119	#####	\$ 105,412	\$ 109,211	\$ 111,650	\$ 115,561	\$ 119,826	\$ 127,591	\$ 128,149	\$ 128,671	\$ 129,230	\$ 129,732

M

+ MA \$ 2,000

Notes

BA = Base Pay
 BA - 2023-24 = Base Salary * 224 days + \$6,000 stipend
 Days/School Year : 224 days (200 duty days)

YEARS	2021-22 Career Increments			
	15-19	20-24	25-29	30+
2022-2023				
2023-2024				
2023-2024	1st CI	2nd CI	3rd CI	4th CI
2023-2024	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340
2023-2024	BA	\$ 115,686	\$ 117,603	\$ 119,520
2023-2024	BA - 2023-2024	\$ 121,686	\$ 123,603	\$ 125,520
2023-2024	7.00%	\$ 129,784	\$ 131,835	\$ 133,886
	+ MA	\$ 131,784	\$ 133,835	\$ 135,886
				\$ 139,989

2023-2024 Certificated Salary Table (School Nurse) + DR

224 days

6000 Stipend

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	BA - 2023-2024	\$ 76,259	\$ 76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$ 78,035	\$ 80,820	\$ 81,847	\$ 85,240	\$ 87,520				
2023-2024	20	7.00%	\$ 81,177	\$ 81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$ 83,077	\$ 86,057	\$ 87,156	\$ 90,787	\$ 93,226				
2023-2024	20	D	\$ 84,177	\$ 84,270	\$ 85,071	\$ 85,873	\$ 85,966	\$ 86,077	\$ 89,057	\$ 90,156	\$ 93,787	\$ 96,226				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	BA - 2023-2024	\$ 76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$ 78,035	\$ 80,820	\$ 81,847	\$ 85,240	\$ 87,520	\$ 90,235				
2023-2024	21	7.00%	\$ 81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$ 83,077	\$ 86,057	\$ 87,156	\$ 90,787	\$ 93,226	\$ 96,131				
2023-2024	21	D	\$ 84,270	\$ 85,071	\$ 85,873	\$ 85,966	\$ 86,077	\$ 89,057	\$ 90,156	\$ 93,787	\$ 96,226	\$ 99,131				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	BA - 2023-2024	\$ 77,095	\$ 77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,394	\$ 86,005	\$ 88,320	\$ 90,704	\$ 94,603				
2023-2024	22	7.00%	\$ 82,071	\$ 82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,812	\$ 91,605	\$ 94,083	\$ 96,633	\$ 100,805				
2023-2024	22	D	\$ 85,071	\$ 85,165	\$ 85,966	\$ 86,077	\$ 88,703	\$ 91,812	\$ 94,605	\$ 97,083	\$ 99,633	\$ 103,805				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	BA - 2023-2024	\$ 77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$ 86,058	\$ 89,121	\$ 91,523	\$ 94,011	\$ 99,302				
2023-2024	23	7.00%	\$ 82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$ 91,662	\$ 94,939	\$ 97,510	\$ 100,171	\$ 105,833				
2023-2024	23	D	\$ 85,165	\$ 85,966	\$ 86,077	\$ 88,703	\$ 91,439	\$ 94,662	\$ 97,939	\$ 100,510	\$ 103,171	\$ 108,833				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	BA - 2023-2024	\$ 77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$ 86,058	\$ 89,173	\$ 92,376	\$ 94,864	\$ 97,892	\$ 103,863				
2023-2024	24	7.00%	\$ 82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$ 91,662	\$ 94,996	\$ 98,422	\$ 101,084	\$ 104,325	\$ 110,713				
2023-2024	24	D	\$ 85,966	\$ 86,077	\$ 88,703	\$ 91,439	\$ 94,662	\$ 97,996	\$ 101,422	\$ 104,084	\$ 107,325	\$ 113,713				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	BA - 2023-2024	\$ 78,035	\$ 80,489	\$ 82,630	\$ 87,015	\$ 90,165	\$ 93,454	\$ 95,734	\$ 98,502	\$ 102,103	\$ 108,492				
2023-2024	25	7.00%	\$ 83,077	\$ 85,703	\$ 87,994	\$ 92,686	\$ 96,056	\$ 99,576	\$ 102,015	\$ 104,977	\$ 108,831	\$ 115,666				
2023-2024	25	D	\$ 86,077	\$ 88,703	\$ 90,994	\$ 95,686	\$ 99,056	\$ 102,576	\$ 105,015	\$ 107,977	\$ 111,831	\$ 118,666				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	BA - 2023-2024	\$ 80,820	\$ 82,995	\$ 85,240	\$ 90,252	\$ 93,524	\$ 96,952	\$ 99,232	\$ 102,487	\$ 106,316	\$ 113,034				
2023-2024	26	7.00%	\$ 86,057	\$ 88,385	\$ 90,787	\$ 96,149	\$ 99,651	\$ 103,319	\$ 105,758	\$ 109,242	\$ 113,338	\$ 120,526				
2023-2024	26	D	\$ 89,057	\$ 91,385	\$ 93,787	\$ 99,149	\$ 102,651	\$ 106,319	\$ 108,758	\$ 112,242	\$ 116,338	\$ 123,526				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	BA - 2023-2024	\$ 82,490	\$ 86,041	\$ 88,354	\$ 93,628	\$ 97,039	\$ 100,590	\$ 102,870	\$ 106,524	\$ 110,510	\$ 117,767	\$ 118,289	\$ 118,777	\$ 119,299	\$ 119,768
2023-2024	27	7.00%	\$ 87,844	\$ 91,644	\$ 94,119	\$ 99,762	\$ 103,412	\$ 107,211	\$ 109,650	\$ 113,561	\$ 117,826	\$ 125,591	\$ 126,149	\$ 126,671	\$ 127,230	\$ 127,732
2023-2024	27	D	\$ 90,844	\$ 94,644	\$ 97,119	#####	\$ 106,412	\$ 110,211	\$ 112,650	\$ 116,561	\$ 120,826	\$ 128,591	\$ 129,149	\$ 129,671	\$ 130,230	\$ 130,732

D + DR \$ 3,000

Notes
 BA = Base Pay
 BA - 2023-24 = Base Salary * 224 days + \$6,000 stipend
 Days/School Year : 224 days (200 duty days)

YEARS	2021-22 Career Increments				
	15-19	20-24	25-29	30+	
	1st CI	2nd CI	3rd CI	4th CI	
2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340	
2023-2024	\$ 115,686	\$ 117,603	\$ 119,520	\$ 123,354	
2023-2024	BA - 2023-2024	\$ 121,686	\$ 123,603	\$ 125,520	\$ 129,354
2023-2024	7.00%	\$ 129,784	\$ 131,835	\$ 133,886	\$ 137,989
	+ DR	\$ 132,784	\$ 134,835	\$ 136,886	\$ 140,989

EXHIBIT D

2023-2024 Special Services Salary Table

214 days

(Psychologist, Social Worker)

		YEARS/ UNITS	1	2	3	4	5	6	7	8	
2022-2023			\$ 85,946	\$ 90,135	\$ 94,325	\$ 98,514	\$ 102,703	\$ 106,892	\$ 111,082	\$ 119,460	
2023-2024	2023-2024	7.00%	\$ 91,962	\$ 96,444	\$ 100,928	\$ 105,410	\$ 109,892	\$ 114,374	\$ 118,858	\$ 127,822	

Hours: 8 hours per day

DAYS/ School Year + 214 days (190 Duty Days):

EXHIBIT E

2023-2024 NBC Certificated Salary Table

204 days

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	7.00%	\$ 68,465	\$ 68,549	\$ 69,279	\$ 70,009	\$ 70,094	\$ 70,195	\$ 72,909	\$ 73,910	\$ 77,217	\$ 79,438				
2023-2024	20	7.50%	\$ 73,599	\$ 73,691	\$ 74,475	\$ 75,260	\$ 75,351	\$ 75,460	\$ 78,377	\$ 79,453	\$ 83,008	\$ 85,396				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	7.00%	\$ 68,549	\$ 69,279	\$ 70,009	\$ 70,094	\$ 70,195	\$ 72,909	\$ 73,910	\$ 77,217	\$ 79,438	\$ 82,084				
2023-2024	21	7.50%	\$ 73,691	\$ 74,475	\$ 75,260	\$ 75,351	\$ 75,460	\$ 78,377	\$ 79,453	\$ 83,008	\$ 85,396	\$ 88,240				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	7.00%	\$ 69,279	\$ 69,364	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,418	\$ 77,962	\$ 80,218	\$ 82,541	\$ 86,340				
2023-2024	22	7.50%	\$ 74,475	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 81,074	\$ 83,809	\$ 86,235	\$ 88,732	\$ 92,816				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	7.00%	\$ 69,364	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 80,998	\$ 83,339	\$ 85,763	\$ 90,919				
2023-2024	23	7.50%	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,073	\$ 89,589	\$ 92,196	\$ 97,738				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	7.00%	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 81,050	\$ 84,170	\$ 86,595	\$ 89,546	\$ 95,364				
2023-2024	24	7.50%	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,128	\$ 90,483	\$ 93,089	\$ 96,262	\$ 102,516				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	7.00%	\$ 70,195	\$ 72,586	\$ 74,673	\$ 78,946	\$ 82,016	\$ 85,221	\$ 87,443	\$ 90,139	\$ 93,649	\$ 99,875				
2023-2024	25	7.50%	\$ 75,460	\$ 78,030	\$ 80,274	\$ 84,867	\$ 88,167	\$ 91,613	\$ 94,001	\$ 96,900	\$ 100,673	\$ 107,365				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	7.00%	\$ 72,909	\$ 75,029	\$ 77,217	\$ 82,100	\$ 85,289	\$ 88,630	\$ 90,851	\$ 94,024	\$ 97,755	\$ 104,301				
2023-2024	26	7.50%	\$ 78,377	\$ 80,656	\$ 83,008	\$ 88,258	\$ 91,686	\$ 95,277	\$ 97,665	\$ 101,075	\$ 105,086	\$ 112,123				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	7.00%	\$ 74,537	\$ 77,997	\$ 80,251	\$ 85,391	\$ 88,715	\$ 92,175	\$ 94,396	\$ 97,957	\$ 101,841	\$ 108,913	\$ 109,422	\$ 109,897	\$ 110,406	\$ 110,863
2023-2024	27	7.50%	\$ 80,127	\$ 83,847	\$ 86,270	\$ 91,795	\$ 95,368	\$ 99,088	\$ 101,476	\$ 105,304	\$ 109,480	\$ 117,081	\$ 117,628	\$ 118,140	\$ 118,686	\$ 119,178

NBC

YEARS	2021-22 Career Increments			
	15-19 1st CI	20-24 2nd CI	25-29 3rd CI	30+ 4th CI
2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340
2023-2024 7.00%	\$ 112,731	\$ 114,600	\$ 116,468	\$ 120,204
2023-2024 7.50%	\$ 121,186	\$ 123,195	\$ 125,203	\$ 129,220

2023-2024 NBC Certificated Salary Table + MA

204 days

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	7.00%	\$ 68,465	\$ 68,549	\$ 69,279	\$ 70,009	\$ 70,094	\$ 70,195	\$ 72,909	\$ 73,910	\$ 77,217	\$ 79,438				
2023-2024	20	7.50%	\$ 73,599	\$ 73,691	\$ 74,475	\$ 75,260	\$ 75,351	\$ 75,460	\$ 78,377	\$ 79,453	\$ 83,008	\$ 85,396				
2023-2024	20	M	\$ 75,599	\$ 75,691	\$ 76,475	\$ 77,260	\$ 77,351	\$ 77,460	\$ 80,377	\$ 81,453	\$ 85,008	\$ 87,396				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	7.00%	\$ 68,549	\$ 69,279	\$ 70,009	\$ 70,094	\$ 70,195	\$ 72,909	\$ 73,910	\$ 77,217	\$ 79,438	\$ 82,084				
2023-2024	21	7.50%	\$ 73,691	\$ 74,475	\$ 75,260	\$ 75,351	\$ 75,460	\$ 78,377	\$ 79,453	\$ 83,008	\$ 85,396	\$ 88,240				
2023-2024	21	M	\$ 75,691	\$ 76,475	\$ 77,260	\$ 77,351	\$ 77,460	\$ 80,377	\$ 81,453	\$ 85,008	\$ 87,396	\$ 90,240				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	7.00%	\$ 69,279	\$ 69,364	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,418	\$ 77,962	\$ 80,218	\$ 82,541	\$ 86,340				
2023-2024	22	7.50%	\$ 74,475	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 81,074	\$ 83,809	\$ 86,235	\$ 88,732	\$ 92,816				
2023-2024	22	M	\$ 76,475	\$ 76,566	\$ 77,351	\$ 77,460	\$ 80,030	\$ 83,074	\$ 85,809	\$ 88,235	\$ 90,732	\$ 94,816				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	7.00%	\$ 69,364	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 80,998	\$ 83,339	\$ 85,763	\$ 90,919				
2023-2024	23	7.50%	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,073	\$ 89,589	\$ 92,196	\$ 97,738				
2023-2024	23	M	\$ 76,566	\$ 77,351	\$ 77,460	\$ 80,030	\$ 82,710	\$ 85,864	\$ 89,073	\$ 91,589	\$ 94,196	\$ 99,738				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	7.00%	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 81,050	\$ 84,170	\$ 86,595	\$ 89,546	\$ 95,364				
2023-2024	24	7.50%	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,128	\$ 90,483	\$ 93,089	\$ 96,262	\$ 102,516				
2023-2024	24	M	\$ 77,351	\$ 77,460	\$ 80,030	\$ 82,710	\$ 85,864	\$ 89,128	\$ 92,483	\$ 95,089	\$ 98,262	\$ 104,516				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	7.00%	\$ 70,195	\$ 72,586	\$ 74,673	\$ 78,946	\$ 82,016	\$ 85,221	\$ 87,443	\$ 90,139	\$ 93,649	\$ 99,875				
2023-2024	25	7.50%	\$ 75,460	\$ 78,030	\$ 80,274	\$ 84,867	\$ 88,167	\$ 91,613	\$ 94,001	\$ 96,900	\$ 100,673	\$ 107,365				
2023-2024	25	M	\$ 77,460	\$ 80,030	\$ 82,274	\$ 86,867	\$ 90,167	\$ 93,613	\$ 96,001	\$ 98,900	\$ 102,673	\$ 109,365				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	7.00%	\$ 72,909	\$ 75,029	\$ 77,217	\$ 82,100	\$ 85,289	\$ 88,630	\$ 90,851	\$ 94,024	\$ 97,755	\$ 104,301				
2023-2024	26	7.50%	\$ 78,377	\$ 80,656	\$ 83,008	\$ 88,258	\$ 91,686	\$ 95,277	\$ 97,665	\$ 101,075	\$ 105,086	\$ 112,123				
2023-2024	26	M	\$ 80,377	\$ 82,656	\$ 85,008	\$ 90,258	\$ 93,686	\$ 97,277	\$ 99,665	\$ 103,075	\$ 107,086	\$ 114,123				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	7.00%	\$ 74,537	\$ 77,997	\$ 80,251	\$ 85,391	\$ 88,715	\$ 92,175	\$ 94,396	\$ 97,957	\$ 101,841	\$ 108,913	\$ 109,422	\$ 109,897	\$ 110,406	\$ 110,863
2023-2024	27	7.50%	\$ 80,127	\$ 83,847	\$ 86,270	\$ 91,795	\$ 95,368	\$ 99,088	\$ 101,476	\$ 105,304	\$ 109,480	\$ 117,081	\$ 117,628	\$ 118,140	\$ 118,686	\$ 119,178
2023-2024	27	M	\$ 82,127	\$ 85,847	\$ 88,270	\$ 93,795	\$ 97,368	\$ 101,088	\$ 103,476	\$ 107,304	\$ 111,480	\$ 119,081	\$ 119,628	\$ 120,140	\$ 120,686	\$ 121,178

M + MA **\$ 2,000**

		2021-22 Career Increments				
		YEARS				
		15-19	20-24	25-29	30+	
		1st CI	2nd CI	3rd CI	4th CI	
NBC	2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340	
	2023-2024	\$ 112,731	\$ 114,600	\$ 116,468	\$ 120,204	
	2023-2024	\$ 121,186	\$ 123,195	\$ 125,203	\$ 129,220	
		+ MA	\$ 123,186	\$ 125,195	\$ 127,203	\$ 131,220

2023-2024 NBC Certificated Salary Table + DR

204 days

YEARS/ UNITS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2022-2023	20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241				
2023-2024	20	7.00%	\$ 68,465	\$ 68,549	\$ 69,279	\$ 70,009	\$ 70,094	\$ 70,195	\$ 72,909	\$ 73,910	\$ 77,217	\$ 79,438				
2023-2024	20	7.50%	\$ 73,599	\$ 73,691	\$ 74,475	\$ 75,260	\$ 75,351	\$ 75,460	\$ 78,377	\$ 79,453	\$ 83,008	\$ 85,396				
2023-2024	20	D	\$ 76,599	\$ 76,691	\$ 77,475	\$ 78,260	\$ 78,351	\$ 78,460	\$ 81,377	\$ 82,453	\$ 86,008	\$ 88,396				
2022-2023	21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 68,139	\$ 69,075	\$ 72,165	\$ 74,241	\$ 76,714				
2023-2024	21	7.00%	\$ 68,549	\$ 69,279	\$ 70,009	\$ 70,094	\$ 70,195	\$ 72,909	\$ 73,910	\$ 77,217	\$ 79,438	\$ 82,084				
2023-2024	21	7.50%	\$ 73,691	\$ 74,475	\$ 75,260	\$ 75,351	\$ 75,460	\$ 78,377	\$ 79,453	\$ 83,008	\$ 85,396	\$ 88,240				
2023-2024	21	D	\$ 76,691	\$ 77,475	\$ 78,260	\$ 78,351	\$ 78,460	\$ 81,377	\$ 82,453	\$ 86,008	\$ 88,396	\$ 91,240				
2022-2023	22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,484	\$ 72,862	\$ 74,970	\$ 77,141	\$ 80,692				
2023-2024	22	7.00%	\$ 69,279	\$ 69,364	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,418	\$ 77,962	\$ 80,218	\$ 82,541	\$ 86,340				
2023-2024	22	7.50%	\$ 74,475	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 81,074	\$ 83,809	\$ 86,235	\$ 88,732	\$ 92,816				
2023-2024	22	D	\$ 77,475	\$ 77,566	\$ 78,351	\$ 78,460	\$ 81,030	\$ 84,074	\$ 86,809	\$ 89,235	\$ 91,732	\$ 95,816				
2022-2023	23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,699	\$ 77,887	\$ 80,153	\$ 84,971				
2023-2024	23	7.00%	\$ 69,364	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 80,998	\$ 83,339	\$ 85,763	\$ 90,919				
2023-2024	23	7.50%	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,073	\$ 89,589	\$ 92,196	\$ 97,738				
2023-2024	23	D	\$ 77,566	\$ 78,351	\$ 78,460	\$ 81,030	\$ 83,710	\$ 86,864	\$ 90,073	\$ 92,589	\$ 95,196	\$ 100,738				
2022-2023	24	BA + 56	\$ 65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$ 72,910	\$ 75,747	\$ 78,664	\$ 80,930	\$ 83,688	\$ 89,125				
2023-2024	24	7.00%	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 81,050	\$ 84,170	\$ 86,595	\$ 89,546	\$ 95,364				
2023-2024	24	7.50%	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,128	\$ 90,483	\$ 93,089	\$ 96,262	\$ 102,516				
2023-2024	24	D	\$ 78,351	\$ 78,460	\$ 81,030	\$ 83,710	\$ 86,864	\$ 90,128	\$ 93,483	\$ 96,089	\$ 99,262	\$ 105,516				
2022-2023	25	BA + 70	\$ 65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$ 76,650	\$ 79,646	\$ 81,722	\$ 84,242	\$ 87,523	\$ 93,341				
2023-2024	25	7.00%	\$ 70,195	\$ 72,586	\$ 74,673	\$ 78,946	\$ 82,016	\$ 85,221	\$ 87,443	\$ 90,139	\$ 93,649	\$ 99,875				
2023-2024	25	7.50%	\$ 75,460	\$ 78,030	\$ 80,274	\$ 84,867	\$ 88,167	\$ 91,613	\$ 94,001	\$ 96,900	\$ 100,673	\$ 107,365				
2023-2024	25	D	\$ 78,460	\$ 81,030	\$ 83,274	\$ 87,867	\$ 91,167	\$ 94,613	\$ 97,001	\$ 99,900	\$ 103,673	\$ 110,365				
2022-2023	26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710	\$ 82,832	\$ 84,908	\$ 87,872	\$ 91,359	\$ 97,477				
2023-2024	26	7.00%	\$ 72,909	\$ 75,029	\$ 77,217	\$ 82,100	\$ 85,289	\$ 88,630	\$ 90,851	\$ 94,024	\$ 97,755	\$ 104,301				
2023-2024	26	7.50%	\$ 78,377	\$ 80,656	\$ 83,008	\$ 88,258	\$ 91,686	\$ 95,277	\$ 97,665	\$ 101,075	\$ 105,086	\$ 112,123				
2023-2024	26	D	\$ 81,377	\$ 83,656	\$ 86,008	\$ 91,258	\$ 94,686	\$ 98,277	\$ 100,665	\$ 104,075	\$ 108,086	\$ 115,123				
2022-2023	27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,144	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	0.00%	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,145	\$ 88,221	\$ 91,549	\$ 95,179	\$ 101,788	\$ 102,263	\$ 102,708	\$ 103,183	\$ 103,611
2023-2024	27	7.50%	\$ 74,885	\$ 78,361	\$ 80,627	\$ 85,790	\$ 89,129	\$ 92,605	\$ 94,837	\$ 98,415	\$ 102,317	\$ 109,422	\$ 109,933	\$ 110,411	\$ 110,922	\$ 111,381
2023-2024	27	D	\$ 77,885	\$ 81,361	\$ 83,627	\$ 88,790	\$ 92,129	\$ 95,605	\$ 97,837	\$ 101,415	\$ 105,317	\$ 112,422	\$ 112,933	\$ 113,411	\$ 113,922	\$ 114,381

D + DR **\$ 3,000**

		2021-22 Career Increments				
YEARS		15-19	20-24	25-29	30+	
		1st CI	2nd CI	3rd CI	4th CI	
NBC	2022-2023	\$ 105,357	\$ 107,102	\$ 108,848	\$ 112,340	
	2023-2024	\$ 112,731	\$ 114,600	\$ 116,468	\$ 120,204	
	2023-2024	\$ 121,186	\$ 123,195	\$ 125,203	\$ 129,220	
		+ DR	\$ 124,186	\$ 126,195	\$ 128,203	\$ 132,220

EXHIBIT F

ARTICLE I RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the Palisades Charter High School ("PCHS"):

Included: Certificated employees, except those excluded in Section 1.1, who are in the broad classification of Teacher; Instructor; Library Media Teacher; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, ~~Preparation Table; Non-school Assignment, Preparation Table;~~ Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; Therapist; or Driver Safety Instructor.

1.1 Excluded: All day-to-day substitutes who were paid for fewer than 100 days during the preceding school year; ~~all part-time adult education teachers, including ROC/ROP and specially-funded adult education teachers, who are assigned for fewer than ten hours per week;~~ all other certificated classifications not referred to in Section 1.0, ~~including those in the classification or status of Chest Specialist, Counseling Assistant, Psychiatrist, School Dentist, School Physician and Teacher Assistant;~~ all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of Education Trustees.

~~Although UTLA does not represent day-to-day substitutes, PCHS agrees that UTLA has the right to negotiate the compensation rates and benefits of day-to-day substitutes. This does not apply to substitutes providing services under the employment of a third party agency/vendor.~~

2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only when PCHS creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of Article V.

3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by PCHS to provide services.

4.0 Maintenance of Bargaining Unit: ~~PCHS agrees to staff all bargaining unit job descriptions at the minimum current level that exist at the time of ratification. The~~

employer PCHS agrees to negotiate any changes to the job descriptions of existing bargaining unit positions and the job descriptions of any new bargaining unit positions that might be established, prior to filling creating such positions. Further, PCHS shall meet and confer with UTLA prior to eliminating any existing bargaining unit positions.

EXHIBIT G

ARTICLE IV UTLA RIGHTS

- 1.0 Access: Any authorized UTLA representative shall have the right of reasonable access to PCHS facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the ~~site administrator~~Executive Director and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.
- 2.0 Bulletin Boards: UTLA shall have the right to post notices UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.
- 3.0 Communication & Distribution of Material: ~~Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. UTLA shall be permitted to communicate with employees through teacher mailboxes and school email accounts.~~ Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.
- 4.0 Released Time for Negotiations: Up to ~~seven~~ five negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with PCHS pursuant to Article II, Section 1.0. UTLA and PCHS may agree that additional employees shall receive such released time.
- 5.0 Organizational Leave: A maximum of ~~seven~~ one elected officers of UTLA shall, upon request of both UTLA and the employee, be placed on leave of absence for a period of one semester or more. ~~UTLA shall fully reimburse PCHS for all costs, including but not limited to full salary, benefits, and retirement contributions, expended on behalf of the employee.~~
- 6.0 Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the ~~Office of Staff Relations~~Executive Director and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse PCHS at the base rate for substitutes

(see Article ~~XIXXVIII~~XXIII) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

7.0 Exclusivity: UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

8.0 UTLA Chapter Chairpersons: ~~At each work location to which employees are assigned,~~ UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair and one to serve as the UTLA Chapter Co-Chair(see also Section 8.3). ~~In year-round schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off track.~~ To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. ~~At the school sites the~~The UTLA Chapter Chair ~~is~~and Co-Chair are the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and PCHS. The Chapter Chair and Co-Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

- a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as ~~expressly~~ provided in Article XI, Section 11.0 e.
- b. When an employee reports an injury or assault and files the required written report, the ~~site administrator~~Executive Director shall notify the Chapter Chairs of the reported injury unless the employee requests that the matter not be so disclosed.
- c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
- d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.
- e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;

- f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).
- g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chairs.
- h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;
- i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.
- j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of ~~Education—Trustees~~ and UTLA), when faculty views are sought by the ~~site administrator administration~~ with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chairs ~~is~~ are to be treated as the sole representatives of the faculty;
- k. Prior to ~~finalizing~~ initiating changes in bell schedules, the ~~site administrator~~ Executive Director shall consult with the Chapter Chairs; and
- ~~l. Have the rights set forth in Article XXVII - Shared Decision Making and School-Based Management.~~

8.1 Released Time for Chapter Chairs: Reasonable and adequate release time will be provided to Union representatives the Chapter Chair or Co-Chair for all matters related to member representation, including, but not limited to, negotiations and grievance processing. Further, the Chapter Chair(s) and Co-Chair the Negotiations Chair(s) shall be provided with one release period per day

(or the equivalent) for the regular and necessary conduct of union activities, including, but not limited to, meetings with bargaining unit members, administration and Board members. The Chapter Chair and Co-Chair may ~~cheeserequest~~ the to be released during the same period or two separate periods, which shall not be unreasonably denied.

- a. ~~Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties as referred to above are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.~~
- b. ~~A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following additional conditions:~~
- (1) ~~Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and~~
- (2) ~~The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.~~
- c. ~~Regarding paragraphs a. and b., a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.~~
- d. ~~Site-based eight hour Chapter Chairpersons may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.~~

~~8.2 With regard to local site decisions which are reflected in documents forwarded to regional or central offices (e.g., Chapter 1 budgets, changes in daily school schedules, and changes in school calendar such as year-round school plans) the following procedures shall apply:~~

- ~~a. Written disclosure to the faculty of the proposed plan or change, with at least five (5) days of review time provided, except in emergencies;~~
- ~~b. The Chapter Chair shall have the right to consult with the administrator regarding the content of the document;~~
- ~~c. If the document provides for a faculty signature, the Chapter Chair or designee of the Chapter Chair shall determine whether the document will be signed;~~
- ~~d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.~~

~~Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.~~

~~8.3 PCHS shall recognize one Chapter Chair PCHS-wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special Education personnel, Non-Public School personnel and one for all other miscellaneous classifications combined). Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas. Activities of these new Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d.~~

9.0 Committee Appointments: If PCHS decides that unit members are to be invited to serve on any PCHS-wide committee (i.e.g. Personnel Committee, Hiring Committee, Health Benefits, various task forces, etc.), it shall notify UTLA the Chapter Chair and specify the background and experience required. UTLA The Chapter Chair shall then have the right to designate one-half of such employee representatives, and to replace those appointees, subject to the following:-

~~Except as otherwise provided in this agreement, if PCHS decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.~~

- a. ~~UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and PCHS shall have the right to designate (and replace) one-half of such unit members.~~ Unit members who are appointed to a committee by PCHS, rather than UTLA, are not to be considered authorized representatives for UTLA.
- b. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward PCHS's appointing authority under section ~~b-a~~ above.
- c. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.

~~10.0 Meetings: Participants in any administrative Region-wide or PCHS-wide meetings of employee representatives other than UTLA designates, called or sponsored by PCHS, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.~~

~~104.0 Recruiting Table New Employee Orientation: PCHS shall include a presentation by UTLA on the agenda of new employee orientations and provide UTLA not less than thirty minutes to address newly hired unit members without the presence of administrators or management. Not less than two (2) weeks prior to a new employee orientation, PCHS shall notify the Chapter Chair, in writing, of the date, time, and location of the orientation.~~

~~4211.0 Consultation Rights: PCHS shall, upon request of the President of UTLA a Chapter Chair, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2(a)(3) [the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks].~~ Also, with regard to the development by PCHS ~~(Central or Local District)~~ of new or revised student assessment systems, or changes in instruments or frequency of assessment, PCHS shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with PCHS regarding such matters.

~~12.0 Unit Member List: PCHS shall send, via electronic format, a list of all bargaining unit members that shall include each unit member's name, address,~~

telephone number(s), email, and hire date on a quarterly basis or upon reasonable request by UTLA. This list must include bargaining unit members who are not dues paying UTLA members. Further, PCHS shall promptly notify UTLA in writing when a new unit member begins employment at PCHS.

EXHIBIT H

**ARTICLE IX
HOURS, DUTIES & WORK YEAR**

- 1.0 General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract.
- 2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, ~~enter their initials on a form provided by PCHS sign in through the payroll app/website (ADP). PCHS shall ensure that the payroll app/website will allow unit members to sign in/out from any location on campus classroom, building, or office.~~ Itinerant employees serving less than a full day at a work location and Early Education Center employees shall also enter the correct time as part of their sign-in and sign-out.
- 3.0 Minimum On-Site Obligation: It is understood that all full-time classroom teachers ~~at a particular school or center (excluding those in the Division of Adult and Career Education)~~ shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times.
- 3.1 ~~Effective July 1, 2005, for the purpose of implementing a professional development banked time schedule, f~~Full time teachers shall have the following on site obligations:

<u>Grades</u>	<u>Before Instructional Day</u>		<u>After Instructional Day</u>		<u>Weekly Average Teacher Instructional Minutes (a)</u>	
	180 day	163 day	180 day	163 day	180 day	163 day
<u>Pre-K</u>	30	30	10	10	<u>According to program requirements</u>	
<u>AM-PM Kindergarten</u>	30	30	10	10	1550 ^(b)	1715
<u>Full-Day Kindergarten</u>	21	20 ^(e)	10	10 ^(e)	1550	1715
<u>1-5/6</u>	21	20 ^(e)	10	10 ^(e)	1550	1715
<u>6-12</u>	7	6	6	6	1550	1715

~~Elementary grades K – 5 instructional time is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch and nutrition periods.~~

- ~~(a) Indicates the number of minutes on a weekly average. Daily minutes will vary due to professional development and early student release on Tuesday.~~
- ~~(b) Kindergarten daily instructional time in a.m. p.m. programs includes 200/221 minutes of instructional time and 110/122 minutes of instructional support.~~
- ~~(c) Elementary - for 180 day calendar schools, the total preparation time is 31 minutes. At 163 day calendar day schools, the total preparation time is 30 minutes. Preparation time minutes may be divided between a.m. and p.m. at local school site discretion.~~

~~3.2 Full-time Early Education Center teachers are to have a daily on-site obligation of eight hours, although it is understood that split shifts are permitted. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers)~~

~~3.3 Adult education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins, shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends and shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0, below.~~

3.42 The following provisions apply to non-classroom teachers. For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day ~~in secondary, or less than half-time in elementary.~~

a. Library media teachers shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one-half hour before and after the normal full pupil day for the school.

~~b. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, Psychologists and Social Workers are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator~~Executive Director.

~~e.b.~~ Also subject to the hours and duties provisions of subsection b are non-classroom teachers ~~paid on the Preparation Salary Table~~ (including but not limited to counselors, "in-house deans," coordinators and advisers) who ~~either (1) are assigned to a location other than a school site, or (2)~~ accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.

~~d.c.~~ Non-classroom teachers ~~assigned to a school site and paid on the Preparation Salary Table~~ (including but not limited to nurses, counselors, "in-house deans," and advisers) who do not receive any extra pay (see c., above) shall observe on-site hours which are to be not less than the hours observed by the teachers ~~at the site~~, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. ~~School psychologists assigned to school site(s) shall also be covered by the above provisions.~~

~~e.d.~~ All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work. Non-classroom teacher obligations may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the Executive Director.

Counselors shall be allowed to work remotely for five (5) of the fifteen (15) workdays that occur outside of the regular instructional 180-day teacher work year. By March 15 of each year, PCHS shall provide Counselors a finalized calendar/schedule for the following work year, including designating which days outside of the regular instructional year would necessitate on-site work.

The scheduling of such remote days is subject to the pre-approval of the Executive Director.

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~~f.~~ ~~Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers. In Concept 6 and Modified Concept 6 schools the workday for non-~~

~~classroom teachers shall be extended proportionately to the longer workday for classroom teachers in such schools.~~

3.53 The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.

4.0 Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of PCHS property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

4.1 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.

4.2 All duties required of each employee shall meet the test of reasonableness, and shall be assigned and distributed by the ~~site administrator administration~~ in a reasonable and equitable manner among the employees at the school ~~or center~~.

4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. ~~In secondary schools, under Under~~ special circumstances, only one of the above meetings per month may be held during the employee's preparation period. ~~These Faculty meetings should begin within a reasonable time after the final bell (approximately 7 minutes) and shall take place during zero or 7th period and~~

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~~should not, except in special circumstances or emergencies, exceed one hour in duration.~~ Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. ~~Teachers with a 7th period class shall be allowed the flexibility of foregoing zero period faculty meetings as long as they make up the meeting during their conference period.~~ Employees shall be permitted to participate in discussions during the meetings.

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If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.

a) Meetings subject to this provision include faculty, department, POD, PLC, after-school Professional Development, SST, SLC meetings, CST and CAHSEE in-service requirement meetings.

b) Mandatory meetings that are not subject to this due to outside legal requirements are IEPs and 504s.

c) PLC Meetings: Teachers are required to attend only their primary PLC meetings as chosen by individual teachers at the beginning of the school year. Teachers cannot be mandated to attend separate PLC meetings if they are fulfilling their primary PLC meeting requirement. The PLCs as a whole shall decide when meetings will take place.

d) Meetings held during Period 7: Up to two meetings per month held during 7th period will not count towards the above limitations.

e) Prioritized Meetings: The administration will give teachers a calendar of prioritized meetings prior to the beginning of the school year so teachers can plan to attend those meetings accordingly.

4.4 Meeting on the Two Pupil-Free Days at the End of Each Semester: ~~Site Administrator~~ shall make a reasonable effort to limit required meeting time on the two pupil-free days at the end of each semester (see Section 10.0c.) in order to provide time for grading, recording of grades, and other duties ~~class and room preparation~~. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.

~~4.5 Required Orientation Inservice for Teachers:~~ Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit initially issued after January 31, 1994 shall attend two (2) 8-hour days of unpaid orientation inservice prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required inservice prior to beginning their teaching assignment shall attend the next scheduled UTLA/PCHS sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such

~~employees cannot be renewed unless the above orientation inservice requirements are met. Required topics for the inservice shall incorporate state requirements and PCHS priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in PCHS wide, cluster, complex, or school meetings.~~

5.0 Duty-Free Lunch: Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

~~5.1 The normal elementary lunch break shall be not less than 30 minutes and not more than 45 minutes (of which 30 minutes are duty free). Any lunch break longer than 45 minutes shall require agreement between the site administrator and a majority of the staff. The UTLA Chapter Chair is to assist in determining the desires of the staff.~~

6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher ~~(or library media teacher)~~ shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV XV, Sections 25.0 and 28.0. In order to provide such preparation time, PCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time. Teachers are permitted to leave campus during their preparation period unless prior administrative approval is granted provided they use the payroll app/website (ADP) upon departure and upon arrival back on campus. Off-Campus Quick Link.

6.1 If their schedule permits, classroom teachers shall be allowed the option to sign-in to work early and depart early each day. Such teachers must sign-in by the start of zero period and sign-out after 5th/6th period in accordance with the Sign-in and Sign-out procedures outlined in section 2.0 of this Article. This section does not apply during a schoolwide emergency that may require all employees to remain on campus regardless of their arrival or departure times. Additionally, teachers may need to adjust prep periods to fulfill professional obligations, such as IEP meetings, SST meetings, PLC collaboration time, or other obligations.

7.0 Elementary Preparation Period: ~~Each regular elementary classroom teacher shall be provided with a daily period of preparation of 40 minutes within the~~

~~minimum on-site obligation (30 minutes before school, 10 minutes after school). In order to provide such preparation time, PCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay. Additional pay shall not be authorized for any of the following:~~

~~Supervision reasonably assigned on inclement weather schedule~~

~~Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or~~

~~Supervision of the teacher's students to and from the classroom; or~~

~~Any normally assigned basic duties apart from the above described non-classroom supervision.~~

~~7.2 The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.~~

~~7.3 In an effort to facilitate earlier class starting times during hot weather months in new year-round elementary schools without functioning air conditioning, the 30 minute preparation period in such schools may be observed after school hours. Once approved by the Local School Leadership Council, individual teachers would then determine (on a regular basis) whether they would observe this prep period before or after school.~~

~~7.4 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. PCHS shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period.~~

~~7.5 Elementary Supervision Time: Except as provided below, PCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time following the 10 minute preparation period at the end of the school day. In situations where the above assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.~~

~~The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:~~

~~Supervision reasonably assigned on inclement weather schedules;~~

~~Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);~~

~~Supervision of organized student activities and student organizations;~~

~~For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, PCHS shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);~~

~~Supervision of the teacher's students to and from the classroom; or~~

~~Any normally assigned basic duties apart from the above-described non-classroom supervision.~~

~~Assignment and Pay: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.~~

~~The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program~~

~~who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.~~

7.0 Office Hours

1. Each PCHS teacher not assigned a 7th Period class will hold Office Hours during 7th Period one (1) day per week, during which time the teacher will be in a classroom and available to students who are in need of guidance and tutoring. Teachers who have a 7th period class shall be allowed to hold Office Hours by appointment, only.
2. Scheduling: A teacher's office hours will be on the same day each week, other than a Friday, and will be scheduled to ensure there is no conflict with the teacher's PLC meeting obligation. Teachers from the same Department/SLC, or other group for meaningful collaboration, may schedule Office Hours on the same day, and are authorized to congregate in the same classroom so long as the teachers' students are given clear notice of the location of their teacher(s) who are not in their own classroom, the classroom environment remains conducive to student tutoring and quiet study, and assistance and guidance to attending students is the teachers' first priority. The parties acknowledge that Office Hour days of individual teachers may need to be modified to ensure that Office Hour opportunities for students are spread relatively evenly throughout the week. Any such modifications will be made by the department chair(s) with seniority as the main criterion.
- 4-3. Purpose: Office Hours exist to provide a meaningful 7th period educational experience and opportunity for a greater number of PCHS students. The purpose of Office Hours is specific, and student attendance, student conduct, staff expectations, and administrative oversight is to be consistent with the purpose of Office Hours. Specifically:
 - a. Office Hours are for teachers to work directly with students who seek subject matter assistance, either on their own or based on the recommendation of their teacher.
 - b. Office Hours is not a study hall, detention, meeting room, student gathering area, or the like, but is an opportunity to obtain direct assistance from teachers. Students attending Office Hours are expected to attend and behave in a manner consistent with this purpose. This purpose does not preclude a teacher from inviting or encouraging students to attend Office Hours for another reason (e.g. group review, make-up tests, etc.).
 - a-c. Office Hours are for students to obtain assistance from their own teachers, and the teacher is responsible for providing that assistance. However, because some teachers have a class 7th period, and/or are performing an adjunct duty (e.g. sports, band), teachers are encouraged to provide subject matter assistance to other students who are unable to take advantage of office hours with their subject matter teacher of record.

[The parties also agreed to the following: "In addition to on-going dialogue between PCHS administration and UTLA leadership regarding Office Hours, to assess the success of the program and discuss potential modifications, starting in March, 2014 the parties will meet and negotiate potential modifications of the program, even if sunshining process for 2014-15 bargaining has not been completed."]

Traveling Teachers

- The parties believe that principles of equity and fairness should be used to in differentiating between teachers who are assigned classrooms and those who must travel to more than one classroom. The parties also recognize that rooms may need to be dedicated to particular uses, functions, or departments.
- The PCHS administration shall retain the right to make classroom assignments in its sole discretion. Understanding that traveling poses additional challenged, PCHS will attempt to reduce traveling and provide support for traveling teachers. While there can be countervailing factors, seniority is a consideration in determining traveling status.
- To support novice teachers (those in their first year of service as a teacher, defined as the equivalent of 130 full time paid days during the period July 1 through June 30) in learning their craft and to assist with retention in the profession, to the extent practicable, novice teachers shall be exempt from being assigned to teach in more than one classroom per day in their first year at PCHS.
- After the first two years at PCHS, no unit member shall be required to travel more than two consecutive years, but unit members may volunteer to travel.
- To mitigate the impact of traveling, PCHS will dedicate a space on campus for affected staff members to go during their conference periods that will be equipped with computers, phones, printers, and locking storage.
- A teacher who travels, as defined in Supplemental Assignments and Definitions, on both 1-3-5 and 2-4-6 days will receive a \$500 per semester stipend to cover unique costs related to this assignment. Teachers who travel, as defined in Supplemental Assignments and Definitions, on only 1-3-5 or 2-4-6 days will receive a \$250 per semester stipend to cover unique costs related to this assignment.
- The assignment of rooms at PCHS and this Section 8.0 shall not be grievable, but in the event a traveling teacher makes a request of PCHS administration for clarification regarding his/her traveling status, a meeting of the parties (affected teacher, administrator, department chair(s), UTLA representative) shall be called within a reasonable time of the request. The parties shall meet to discuss and review the matter, and take into account any additional information for consideration. Following the meeting, a written reason for the administration's decision regarding the

~~assignment will be provided. The reason is not grievable. [From July 1, 2005 to June 30, 2007 TA, Section 15 and May 20, 2009 MOU.]~~

~~[Moved to Article 12]~~

~~8.0 Additional Special Education Non-Classroom Time: Resource Specialist Teachers and Special Day Class Special Education~~ teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, PCHS shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by:

and/or

- a. ~~Integrating (mainstreaming) Including~~ the students into ~~regular general education~~ classes
- b. Arranging for team teaching or other flexible scheduling of students within the Special Education program ~~at the site~~. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in **Sections 6.0 and 7.0** above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend.

9.0 Variations and Experimental Situations: It is not the desire of UTLA or PCHS to discourage reasonable experimentation with school schedules which may vary from the above-described normal patterns. However, affected employees and UTLA shall be consulted with respect to any such variations prior to implementation and approval of a majority of the faculty shall be obtained.

~~10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits:~~

- a. The work year for bargaining unit members, other than **counselors, social workers, nurses, and psychologists**, shall be 180 days, with 175 student instructional days. Non-student work days shall be the two (2) days before the start of the fall semester, the day before the start of the spring semester, and the last day of each semester.
- b. **The work year for counselors shall be 195 days. A typical work year includes eight (8) work days before the first work day for teachers, and seven (7) work days following the last work day for teachers.**

- c. The work year for social workers shall be 190 days. A typical work year includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- d. The work year for nurses shall be 200 days. A typical work year includes fifteen (15) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- e. The work year for psychologists shall be 190 days. A typical work year includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- f. Deviations from the typical work years in Sections (b) through (e) above may be initiated and agreed upon between the employee and the Executive Director.

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Certificated Assignment Days
2010-2011

(Not applicable to Adult and Substitute Teachers) NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS	PAID DAYS
A	264	249**	12	261
B	224	197	24	221
C	204	182	22	204
E	234	210	24	234
K	214	192	22	214

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*Includes 2 pupil free days, as applicable.
**Includes vacation days.

11.0 Annual Calendar. The proposed annual school calendar will be presented to the UTLA-PCHS Chapter Council for comment not later than April 1 of each year, with the parties agreeing to a final adoption of the annual calendar for the following year to be adopted no later than May 1. Adoptions and final revisions

UTLA Proposal
7/17/23

| will be made as agreed upon by the parties. [From 2005-07 Tentative Agreement, Section 3(b)]

EXHIBIT I

ARTICLE X
EVALUATION & DISCIPLINE

1.0 PCHS Mission Statement

- a. PCHS will empower our diverse student population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth.
- b. To further this mission and support current school goals, the purposes of these procedures are to evaluate employee performance, continue to improve the quality of educational services provided by employees, and to provide assistance and remediation to employees whose performance is less than satisfactory.
- c. The goal of teacher evaluation of PCHS is to promote continued growth through an ongoing process. The process includes specific years for completing the evaluation procedures, collaboration between the teacher and administrator, and continuing reflection by the teacher with respect to their teaching practices.

~~1.0 Purpose: The purposes of these procedures are to evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.~~

2.0 Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.

~~3.0 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the PCHS for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:~~

- ~~a. Any such arrangement for an evaluation beyond the two year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.~~
- ~~b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.~~
- ~~c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.~~

3.0 Frequency of Evaluation: Teachers will be evaluated based on the following schedule/parameters:

<u>Teacher Experience at PCHS</u>	<u>Evaluation Schedule</u>	<u>Evaluation Parameters</u>
<u>Probationary 1 & 2</u>	<u>Yearly</u>	<ul style="list-style-type: none"> • <u>1st year all standards and elements</u> • <u>2nd year narrowed list of standards and elements for development as identified by teacher and administrator.</u>
<u>Years 4-9</u>	<u>Years 4, 6, and 8</u>	<u>At least 1 element per standard for development as identified by teacher and administrator.</u>
<u>Years 10+</u>	<u>5 Year Increments</u>	<u>At least 1 element selected by teacher</u> <u>AND 1 element selected by administrator</u>

- a. The teacher may request more frequent evaluations.
- b. An unsatisfactory evaluation requires mandatory participation in the evaluation process the following year.
- c. Teachers in the Years 10+ schedule can be subject to a Focused Improvement Plan (FIP) beginning in the 2nd 1st year of the 5-year period, consistent with the following parameters:

- 1) The need for a FIP must be based on the direct observation of classroom teaching performance by an administrator, followed by an attempt to provide guidance and assistance;
- 2) After consultation with the teacher, the FIP will be developed regarding 1 element selected by the administrator, unless a 2nd element is deemed equally in need of improvement;
- 3) If the need for a FIP is determined to exist prior to January 31, the FIP will be implemented during the remainder of the same school year;
- 4) If the need for a FIP is determined to exist on or after February 1, the FIP will be developed prior to the end of the school year and may be implemented in the following school year;
- 5) No less than thirty (30) calendar days before the end of the school year during which the FIP is implemented, the administrator will determine whether sufficient improvement has been demonstrated, and: a) if sufficient improvement is demonstrated, the process is complete and the same 5-year cycle continues; or b) if sufficient improvement is not demonstrated, the teacher will be evaluated in the following school year.

~~4.0 Establishment of Objectives: Soon after commencement of the academic year the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. This shall be accomplished through one or more planning conferences to discuss proposed objectives.~~

3.0 Alternative Evaluation Option: Permanent employees who have received satisfactory evaluations over a 6-year period may opt for an alternative evaluation process, as outlined in the PCHS Evaluation Handbook, subject to approval by UTLA, rather than the evaluation procedures described in Sections 4.0 through 6.6, below. The alternative evaluation option will be by mutual agreement between the teacher and administrator.

4.0 Individual performance objectives and teacher performance expectations shall be based on the California Standards for the Teaching Profession (CSTP) and the Continuum of Teaching Practice (COP) related to the CSTP, both of which are attached as Appendix E Exhibit____, relate to, but not necessarily be limited to, the following:

~~5.0 Standards of expected student progress and achievement for the grade level and areas of study based on PCHS, special program and local school determinations; and appropriate instructional objectives and strategy planning methods;~~

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~~instructional materials, and methods of assessing student progress and achievement;~~

~~6.0—Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with PCHS and school rules, policies, and standards;~~

~~7.0—The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and~~

~~The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, sex, ethnicity, the handicapped, and socioeconomic differences. For non-teaching employees such as counselors, psychologists, SAAS Counselors and other service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.~~

~~7.1—If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.~~

~~4.3—During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.~~

~~5.0—Observations, Records, and Assistance: Observations should be followed by conferences to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four working days of the conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information, guidance, and as a warning to improve performance.~~

~~6.0 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents. When a Final Evaluation Report is marked "Below Standard Performance," the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.~~

5.0 Evaluation Timeline: The following chart describes the general timeline of the evaluation process

	<u>Administrator/Evaluator</u>	<u>Teacher</u>
<u>May of year before</u> <u>Notification</u> <u>COP</u>	<u>Initial meeting to inform teacher of process and timeline.</u> <u>Provides COP for self-reflection</u> <u>Provides current school goals.</u>	<u>Reflects on COP (Appendix ___) and completes self-evaluation on each of the standards.</u>
<u>Weeks 1-10</u> <u>Initial observations</u>	<u>Assigned administrator completes 2+ a minimum of one (1) unannounced walk-throughs of at least 20 minutes each.</u>	<u>Regular practice and job duties.</u> <u>Completes initial planning sheet.</u>
<u>By week 10</u> <u>Initial planning meeting</u> <u>Initial planning sheet due</u> <u>Standards of focus established</u>	<u>Identifies and discusses elements not observed in walk-throughs.</u> <u>Meets with teacher to debrief/reflect.</u> <u>Facilitates identification of areas/standards of focus.</u> <u>Finalize standards of focus.</u>	<u>Identifies areas of strength and areas needing growth.</u> <u>Submits the initial planning sheet to administrator.</u> <u>Meets with administrator to establish standards of focus.</u>
<u>Weeks 10-20</u> <u>Observations</u>	<u>Additional 2+1+ walk-throughs by assigned Instructional Leader administrator (includes additional admin.);</u> <u>1+ walk-throughs by additional administrator, by request of either party</u>	<u>Regular practice and job duties.</u> <u>Completes mid-year reflection sheet.</u>
<u>Second week of</u>	<u>Schedules and facilitates mid-term</u>	<u>Submit mid-year reflection sheet.</u>

<p><u>Spring Semester</u></p> <p><u>Informal mid-year meeting.</u></p> <p><u>Mid-year reflection sheet due at meeting.</u></p>	<p><u>meeting with teacher.</u></p> <p><u>Facilitates reflection.</u></p> <p><u>Revisit areas of focus and identify areas of growth, development, and needs improvement.</u></p> <p><u>Establishes new focus standards, if necessary.</u></p> <p><u>Works with teacher to identify strategies to support teacher.</u></p>	<p><u>Collaborate to establish continuing growth plan.</u></p> <p><u>Works with administrator to identify strategies for support.</u></p>
<p><u>Weeks 20-40</u></p> <p><u>Observations</u></p>	<p><u>2-4+ additional observations (walk-through and/or bell-to-bell).</u></p> <p><u>Schedules meetings with teacher, as needed.</u></p>	<p><u>Implements agreed upon strategies for meeting growth targets.</u></p> <p><u>Meets with administrator, as needed.</u></p>
<p><u>At least 30 days before end of school.</u></p> <p><u>Year-end meeting</u></p> <p><u>Year-end Reflection due</u></p>	<p><u>Meets with teacher for final reflection and evaluation</u></p>	<p><u>Completes year-end reflection and establishes continuing professional development plan.</u></p>

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6.0 Evaluation Process

6.1 Initial Meeting

- a. The administrator will provide the teacher with information on how to access the following resources:
- 1) The California Standards for the Teaching Practice Continuum of Teaching Practice (COP)
 - 2) Current school goals
 - 3) Procedures Manual and timeline
 - 4) Initial planning sheet
- b. The administrator and teacher will discuss the process and how to complete the required forms.

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- c. To complete the self-evaluation on COP, the teacher reads COP and circles their level of expertise for each element of each standard. One or more elements is chosen for growth for the upcoming school year. At least one element must be selected from standards 1-5.

6.2 Observations

- a. One administrator will be the teacher's assigned instructional leader. This administrator will meet with the teacher throughout the school year and will observe the teacher several times during the school year.
- b. At least two additional administrators will observe the teacher during the school year, if requested by the assigned instructional leader or the teacher.
- c. A copy of the administrator's post observation notes/conclusions shall be provided to the teacher and instructional leader within five days of the observation.
- d. At least four observations will be 20 minutes or longer, including observations made by an additional administrator. The teacher and administrator may agree to longer observation periods.
- e. The observations will not require additional planning on the part of the teacher and are meant to gather information and provide feedback regarding growth targets determined collaboratively by the teacher and administrator.

6.3 Weeks 1-10

a. Observations

- 1) Administrator will observe the teacher at least two times, one time for a period of 20+ minutes per visit. The administrator will record observations (see Appendix) to be used in the initial planning meeting.

b. Initial Planning Sheet.

- 1) Teacher uses their self-evaluation on the California Standards for the Teaching Profession Continuum of Teaching Practice (COP) to determine the standards of focus for the school year. The teacher should complete the planning sheet identifying the standards of focus with the specific elements, their self-assessment of level of practice on the rubric, and their reflections and evidence to support their choices and assessment. The number of elements identified for focus is determined by Evaluation Frequency Table.

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- 2) A teacher is not required to specify an element for each standard. The rubrics should be completed for only the elements a teacher is selecting as a focus standard. The teacher should select areas in which they identify a need for growth and a desire for support to meet those needs.
- 3) During the initial planning meeting, the teacher and administrator will finalize the focus standards and identify the growth targets. They also identify strategies for meeting those growth targets.

6.4 Weeks 10-20

- a. Observations: ~~At least two~~ ~~a~~ ~~Additional~~ ~~Both~~ administrators ~~will~~ ~~may~~, at teacher or administrator request, observe the teacher for periods of 20+ minutes. The administrators will calibrate, collaborate and share information amongst themselves and with the teacher. ~~A third administrator may also observe the teacher upon the teacher's or instructional leader's request.~~
- b. Mid-Year Reflection Sheet: The teacher identifies his/her current level on the CSTP/COP rubric for each of the standards of focus established in the initial planning meeting, using as data the initial planning sheet, current levels, and observation evidence to reflect on progress. The teacher identifies new focus standards and/or growth targets, if necessary.
- c. Informal Mid-Year Meeting: The teacher submits a completed reflection sheet. The teacher and administrator use the reflection sheet and observations to determine progress and identify any necessary changes/additions to the standards of focus with the specific elements and to establish new growth targets.

6.5 Weeks 20-40

- a. Observations: ~~Two to four~~ ~~One to two~~ additional observations.
- b. Year-End Reflection Sheet: The teacher identifies his/her current level on the CSTP/COP rubric for each of the standards of focus established in the initial planning meeting, using as data the initial planning sheet, current levels, the mid-year reflection sheet and observation evidence to reflect on progress. The teacher will establish an ongoing professional growth plan for the following year(s) until subsequent evaluation.
- c. Year-End Meeting: The teacher and administrator will meet to discuss the year-end reflection sheet and the final evaluation. They will collaborate to establish a final evaluation level on standards of focus and establish an

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ongoing professional development plan for the following year(s) until subsequent evaluation.

6.6 Final Evaluation Report:

- a. Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward growth targets is evaluated.
- b. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents.
- c. The administrator will provide commendations and recommendations to the teacher for the standards of focus. The teacher and administrator will determine elements for an on-going teacher professional development plan.
- d. When a Final Evaluation Report is marked "Did not display growth in Standards of Focus" the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.
- a. The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.
- f. ~~The employee shall be given a copy of the Final Evaluation Report at the conference.~~ A copy of the Final Evaluation Report shall be placed in the employee's personnel file, and a copy retained by the school ~~or office~~. Evaluation forms shall not be considered a public record. The employee shall be permitted to generate a written statement in response to the evaluation, which shall be attached to the evaluation in the personnel file.

7.0 Grievances: Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. ~~Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a~~

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~~preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections [TBD] and [TBD]).~~

- ~~7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.~~
- ~~8.0 Evaluation of Substitutes: Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Section 5.0 shall be applicable.~~
- ~~8.1 Any substitute who receives more than one performance evaluation of less than satisfactory service within the last two years of PCHS service shall not be granted a probationary contract. Any substitute who receives one performance evaluation of less than satisfactory service within the last two years of PCHS service shall be reevaluated by the present immediate administrator for the purpose of determining eligibility for a probationary contract. Any such substitute who receives a less than satisfactory reevaluation shall not be granted a probationary contract.~~
- ~~8.2 Evaluation of Limited Term Personnel: Limited term personnel, such as non-tenured adult Education teachers, are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of the assignment. If the administrator initiates such an evaluation, the observation, records and assistance provisions of Section 5.0 apply.~~
- ~~8.3 Examination References: Those examination references which are deemed by the PCHS as being open and non-confidential are not subject to the grievance procedure, except in circumstances where the examination reference is based upon the same period of time as a previous evaluation but is significantly different from that evaluation. In such cases, if there is not a reasonable explanation for the difference, the reference may be ordered stricken.~~

- ~~8.4 Evaluation Request Upon Separation of Employment: If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment. It shall be done and a copy furnished the employee at his address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.~~
- ~~9.0 Access and Response to Critical Material in Personnel Files: When the PCHS receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:~~
- ~~a. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the PCHS's receipt of the document. The document shall not be either placed in the personnel file or retained by the PCHS unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.~~
- ~~b. If the document came from within PCHS personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.~~
- ~~9.1 Exempt from disclosure to the employee are documents which (1) are references obtained from outside the PCHS or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.~~
- ~~10.0 Pre-disciplinary Matters: Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.~~
- ~~10.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate~~

~~"expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.~~

~~11.0(a) Notices of Unsatisfactory Service or Act, and Suspension~~

- ~~a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.~~
- ~~b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.~~
- ~~c. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.~~
- ~~d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.~~
- ~~e. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.~~
- ~~f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1)~~

~~that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate PCHS form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.~~

- ~~g. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the PCHS.~~
- ~~h. Notices of Unsatisfactory Service or Act are grievable under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the office of the Executive Director/Division Head shall be delivered within three days (as defined in Article V, Section 6.0) of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Region or Division Superintendent (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the PCHS in writing of its intention. UTLA and the PCHS shall select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.~~
- ~~i. After the PCHS has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the PCHS shall furnish the Union with a copy of any written statements taken of students relating to the matter. The PCHS shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The PCHS shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the PCHS interview. If the interview is not done jointly, the Union's interview shall be in the presence~~

~~of a non-involved person acceptable to both the Union and PCHS, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.~~

- ~~j. Any of the disciplinary measures referred to in "a" above may be imposed independently of the evaluation procedures of Sections 3.0 through 8.2 of this Article, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a precondition for a statutory suspension/ dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.~~

~~11.0(b) Dismissal Procedures~~

~~For cases related to unsatisfactory instructional/teaching performance, dismissal procedures shall follow those procedures outlined in the Education Code for remediation, correction and dismissal.~~

~~For cases not related to unsatisfactory instructional/teaching performance, but rather involving gross misconduct, PCHS may elect to utilize dismissal procedures subject to and based upon just cause and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of PCHS and, if appealed in writing, subject to binding arbitration as defined in the Grievance Article.~~

~~If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.~~

~~12.0 Accountability for Individual Bargaining Unit Member Quality~~

- ~~a. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or "below standard" evaluations shall be deemed ineligible for service or entitlement to the following:~~

- ~~1. Voluntary bargaining unit member-initiated transfers including employee-initiated transfers for employee time reported from central or regional locations and Early Education Centers.~~
- ~~2. Mentor Service (See also Article XXVI, Section 4.0)~~
- ~~3. Coordinator, dean or department chair positions~~
- ~~4. Summer session and/or intersession~~
- ~~5. Permissive leaves~~
- ~~6. Exchange of track assignments or exchange days~~
- ~~7. Auxiliary periods and other auxiliary services involving extra pay for extra work, but excluding coaching and activity assignments~~

~~13.0 Suspension or Reassignment Due to Mental Incompetence:~~

~~The PCHS shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.~~

~~14.0 Arrest Procedures: Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.~~

~~15.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:~~

~~a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).~~

~~b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.~~

~~16.0 Dismissal Procedures~~

~~For cases related to unsatisfactory instruction/teaching performance, dismissal procedures shall follow those procedures outlined in the Education Code for remediation, correction and dismissal.~~

~~For cases not related to unsatisfactory instructional/teaching performances, but rather involving gross, severe and egregious misconduct, PCHS may elect to utilize dismissal procedures subject to and based upon just cause (subject to progressive discipline) and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of PCHS and, if appealed in writing, subject to binding arbitration as defined in the Grievance Article.~~

~~Prior to arbitration, the parties may agree to submit the matter to the State Mediation and Conciliation Service.~~

~~If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.~~

~~Unless extended by the parties or re-negotiated, this section will lapse with the termination of the 2006-2008 agreement.~~

EXHIBIT J

ARTICLE XI DISCIPLINE & PERSONNEL FILES

1.0 Progressive Discipline

- a. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, understanding that the seriousness or egregiousness of circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained by PCHS
- b. The progressive disciplinary procedure is separated into two categories: 1) Pre-disciplinary Action, and 2) Formal Disciplinary Action. Formal disciplinary action shall not be imposed unless proven under the normal "just cause" standard.

2.0 Pre-disciplinary Action

- a. Verbal Warning: Unless the circumstances make progressive discipline unnecessary, PCHS shall first issue a verbal counseling/warning before imposing further pre-disciplinary or formal disciplinary action. Verbal counseling/warnings must be issued within a reasonable time from the date of the occurrence or PCHS became aware of the occurrence. The issuing administrator may provide the unit member with a post-conference summary memorandum (email is acceptable). The post-conference summary memorandum shall not be placed in the unit member's personnel file unless it is attached to a subsequent pre-disciplinary or formal disciplinary document.
- b. Pre-disciplinary Documents - Conference Memos, & Letter of Warning, Letters of Reprimand, and a statutory Notice of Unprofessional Conduct and/or Notice of Unsatisfactory Performance: Unless the circumstances render it unnecessary, Ppre-disciplinary documents shall not be issued unless the unit member has been verbally warned about the same or similar conduct within the preceding twelve (12) calendar months. The unit member shall sign the document to acknowledge receipt and have the right to provide a written response, within ten (10) days from the issuance of the document, to be attached to the document before it is placed in the unit member's personnel file.
- c. Pre-disciplinary documents are not subject to the grievance procedures except when such documents are used as part of a formal disciplinary action or overall Below-Standard Evaluation. In the event of a later formal

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disciplinary action, the document, if challenged should not be deemed valid or established unless and until so proven under the normal "just cause" standard.

- d. Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by PCHS (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

43.0 Formal Disciplinary Action - Notices of Unsatisfactory Service or Act, ~~Notices of Unprofessional Conduct, and Suspensions, and Termination: A unit member shall not be subject to formal disciplinary action without having first been subject to pre-disciplinary action due to the same or similar conduct unless the seriousness of the circumstance makes formal discipline appropriate.~~

- a. Employees may be formally disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act, Notices of Unprofessional Conduct, and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813, or termination. Formal disciplinary action, if sustained, shall be placed in an employee's personnel file permanently, unless mutually agreed to otherwise by the parties and such mutual agreement is permitted by law.
- b. Termination procedures and appeals to termination shall follow those procedures outlined in the Education Code. It is understood by the parties that while Notices of Unprofessional Conduct and Notices of Unsatisfactory Performance are pre-disciplinary documents for the purposes of this Agreement, the issuance of such documents are prerequisites of the statutory termination procedures. Therefore, such documents are not subject to the grievance procedure and cannot be placed in an employee's personnel file permanently, in accordance with section 3.0, subsections c. and d., above.
- c. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. A suspension that is appealed by a unit member shall not be considered final until the appeal process is exhausted and a binding conclusion is reached in accordance with this Article. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.

- ~~b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.~~
- ~~cb. A Notice of Unsatisfactory Service or Act, A Notice of Unprofessional Conduct, and/or suspension, and/or dismissal shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension it was issued.~~
- ~~d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.~~
- ~~e. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.~~
- ~~f.d. Prior to the imposition of a Notice of Unsatisfactory Service or Act, a Notice of Unprofessional Conduct, and/or a suspension, or termination formal disciplinary action, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate PCHS form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.~~

- ge. The recipient of ~~such a~~ notice of disciplinary action shall be permitted to file a written statement in response to the ~~Notice~~notice, which shall be attached to all copies of the ~~Notice~~notice retained by the PCHS.
- hf. ~~Notices of Unsatisfactory Service or Act, and Notices of Unprofessional Conduct~~ Notices of Unsatisfactory Service or Act and suspensions are grievable under Article V, ~~except that the pre-arbitration process shall be as described in this section. However, if the discipline imposed includes a suspension without pay, and if~~ the employee wishes to obtain review of the decision, a notice of appeal to the office of the Executive Director/~~Division Head~~ shall be delivered within ~~three~~ five (5) calendar days ~~(as defined in Article V, Section 6.0)~~ of receipt of the form. Within ~~three~~ five (5) calendar days after receipt of the employee's notice of appeal, the ~~Region or Division Superintendent~~ Executive Director (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within ~~two~~ five (5) calendar days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the ~~PCHS~~Executive Director in writing of its intention. ~~Within five (5) days of this notification by UTLA, the Executive Director (or designee) must meet with UTLA (in person or by telephone) to UTLA and the PCHS shall select an arbitrator in accordance with the relevant provisions contained in Article V, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0., and the arbitrator selection and arbitration hearing will proceed in accordance with Article V.~~ If at any of the above steps the employee or UTLA does not timely appeal as provided above, the ~~discipline~~suspension shall be considered final.
- ig. After the PCHS has ~~taken formal disciplinary action against~~issued a Notice of Unsatisfactory Service or Act or a Notice of Suspension to an employee, and upon request of ~~the Union representing the employee~~UTLA, the PCHS shall furnish ~~the Union~~UTLA with a copy of any written statements taken of students relating to the matter. ~~The~~ PCHS shall not be permitted to have a student witness testify at an arbitration hearing unless ~~the Union~~UTLA has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. ~~The~~ PCHS shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place ~~in coordination with (not necessarily jointly with) the PCHS interview.~~ ~~If the interview is not done jointly, the Union~~UTLA's interview shall be in the presence of a ~~non-involved person acceptable to both the Union and~~ PCHS representative, who would be authorized to ~~control or~~ terminate the interview in the event of improper

conduct of the interviewer. The ~~third person PCHS representative~~ would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

- j). ~~Any of the disciplinary measures referred to in "a" above Suspension or termination~~ may be imposed independently of the evaluation procedures of ~~Sections 3.0 through 8.2 of this Article of this Agreement~~, and ~~in the case of a suspension~~ independently of statutory suspension/~~dismissal termination~~ proceedings. ~~Such discipline shall not be regarded as a precondition for a statutory suspension/ dismissal proceeding.~~ If a statutory ~~suspension or dismissal termination~~ proceeding is filed based in whole or part upon the service or conduct which gave rise to ~~the a formal disciplinary proceeding action~~ under this ~~Section Article~~, then any grievance arising under this ~~Section Article~~ not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

4.0 Right to Representation

When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action (pre-disciplinary or formal), the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.

245.0 Inadequate Service by Substitutes: See Article XXIII for disciplinary procedures governing Substitutes. The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

3.0 Pre-disciplinary Matters:

- a. ~~Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such~~

~~documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.~~

- ~~b. Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.~~

~~5.0 Dismissal/Termination Procedures: Termination and appeals to termination shall follow these procedures outlined in the Education Code.~~

~~6.0 Paid Administrative Leave Pending Investigation: The parties recognize that PCHS retains the right to place an employee on paid administrative leave and that such placement is not considered disciplinary. The parties also recognize that such placement can be the cause of consternation and embarrassment to the employee. Accordingly, the parties agree to the following principles:~~

- ~~a. As soon as practicable, and subject to the possible direction of law enforcement, PCHS will provide a written reason for a in writing the general nature of the allegations that led to the unit member's placement on administrative leave.~~
- ~~b. Unit members who have been placed on administrative leave are obligated to avoid any direct or indirect contact with potential witnesses or any other conduct affecting that could affect the integrity of the investigation, and may be subject to discipline, up to and including termination, for failure to comply with these obligations. This includes any current and/or former employees (except for UTLA-PCHS Chapter Co-chairs), students, parents or members of the Board of Trustees.~~
- ~~c. A unit member will not be on administrative leave for more than ten (10) workdays without being provided with a written status report stating the reasons for his/her placement and an estimated timeline for closure.~~
- ~~d. If PCHS determines that the services of an outside agency/vendor is to be used to conduct the investigation, the selection of such an investigative agency/vendor shall be jointly agreed upon by both PCHS and UTLA-PCHS. PCHS and UTLA will work to create a list of independent investigators appropriate to the circumstances.~~

- ~~ed. Student, staff, and workplace safety and security shall be the primary factor in determining the length of time for completion of investigations. The parties agree that administrative investigations of employees on paid administrative leave should be completed as quickly as practicable, with a goal of sixty (60) calendar days. The parties recognize that factors such as investigations involving outside law enforcement agencies and/or outside investigative agencies may impact the PCHS goal of achieving completion of administrative investigations within sixty (60) calendar days.~~
- ~~fe. The HR Department will provide detailed, written updates on the progress of the investigation and include an anticipated timeline for completion every thirty (30) calendar days to the Chapter Chair while the investigation is ongoing. If it appears to PCHS that the investigation is likely to exceed the above timeline, the HR Department shall, provide the reasons in writing to the Chapter Chair and upon the Chapter Chair's request, promptly meet with the Chapter Chair to discuss the reasons for the delay.~~
- ~~gf. Within fifteen (15) calendar days following the completion of an investigation, PCHS will determine next steps, and notify the employee of the results of the investigation and of any impacts upon their employment status. In the case of an employee who is to be retained in PCHS employment and to the extent practicable, the employee shall be assigned to his/her previous assignment. If the previous assignment is not available or deemed inappropriate or impractical, the employee shall be assigned to a comparable position as the previous assignment position authorized by their credential(s) with due consideration given to the employee's preference.~~

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47.0 Access and Response to Critical Material in Personnel Files: When PCHS receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

- a. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the PCHS's receipt of the document. The document shall not be either placed in the personnel file or retained by the PCHS unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
- b. If the document came from within PCHS personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the

remainder of the protections required by paragraph a., including the notice to the employee, shall be applicable.

- c. Exempt from disclosure to the employee are documents which (1) are references obtained from outside the PCHS or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.

8.0 Suspension or Reassignment Due to Mental Incompetence: ~~The~~ PCHS shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

9.0 Arrest Procedures: Whenever an employee is to be arrested at the school site, ~~the site administrator~~ PCHS shall request the police to conduct the arrest at a time and place least visible to the students and staff.

10.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

- a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).
- b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

EXHIBIT K

ARTICLE XII ASSIGNMENTS

~~1.0 General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.~~

21.0 Uniform Staffing Procedures For All K-12 Schools:

- a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers ~~on any track or schedule~~ finish service for the school year or four weeks before classes are selected, the ~~site administrator~~ Executive Director or designee shall prepare and post a matrix indicating the tentative number of classes ~~(on each track, if multi-track)~~ for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The ~~site administrator~~ administration shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible ~~(at or before the end of the track, if applicable)~~, but not later than June 1. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the ~~site administrator~~ administration. In any event, however, the time must be utilized by the end of the second week of student instruction.
- b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to ~~their grade level (elementary)~~, specific class(es), including classes within a department, classes not assigned to specific departments, and alternative classes such as virtual academy ~~(secondary) or track (multi-track)~~ using a teacher preference form or other locally determined method.

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Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

~~c. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, assignments to tracks, grade levels and classes shall be made pursuant to the following procedure.~~

~~(1) Tracks and Grade Levels:~~

~~(i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track and by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track and by all tracks as a whole, and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site.~~

~~(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the track and grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track and grade level openings available to permanent teachers on the basis of PCHS seniority. The only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.~~

~~(iii) The site administrator shall then assign the non-permanent teachers to all the tracks and to all the grade levels so that the percentage of otherwise qualified non-permanent~~

~~teachers assigned to each track and to all tracks as a whole, and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree.~~

~~(2) Classes: The site administrator shall assign all teachers at these sites to classes.~~

~~(3) Sections 2.1 and 2.2 apply in the circumstances described therein.~~

~~d.c. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, assignments to tracks, department and classes shall be made pursuant to the following procedure.~~

~~(1) Tracks:~~

~~(i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track, and by all tracks as a whole, shall reasonably approximate the percentage of permanent teachers at the site.~~

~~(ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of PCHS seniority. The~~

~~only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.~~

~~(iii) The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified non-permanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of non-permanent teachers at the site.~~

~~(2)~~(1) **Departments:** The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests, or when certification of existing staff necessitates the assignment of a teacher to a different department.

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~~(3)~~(2) **Classes:** Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority and educational program needs. Seniority shall be the deciding factor when all factors related to educational program needs are equal. [From 2012-15 TA]

~~(4)~~(3) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein

~~e. Dispute Resolution Procedure (Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent Teachers): If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.~~

~~f. Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the~~

~~assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:~~

- ~~(1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.~~
- ~~(2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and binding.~~

~~g. Alleged violations of the procedures set forth in subsections e and f above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.~~

d. Dispute Resolution: In the case of a dispute as to the class assignment of a permanent teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the following dispute resolution procedures:

i. Within three (3) work days after the aggrieved employee becomes aware (or should have become aware) of the occurrence of the class assignment(s), the aggrieved employee must request a meeting with the Executive Director/Principal, the applicable department chair, and a UTLA representative to discuss the matter and attempt in good faith to resolve it. The meeting shall be conducted within three (3) work days of the request.

ii. In the event the meeting does not result in an agreement to modify the class assignments of the aggrieved employee, the employee, within two (2) work days, may submit the matter to a dispute resolution panel for a final and binding decision.

1. The dispute resolution panel shall be comprised of an administrative designee, a department chair (of an unaffected department) of the aggrieved employee's choice, and a third member chosen by the other two panel members from among other unaffected department chairs and administrative designees.

2. In the event the two panel members cannot agree on a third panel member, the third panel member shall be selected by

lot from a group of three (3) unaffected department chairs submitted by the employee and three (3) administrative designees submitted by the Executive Director/Principal.

3. The dispute resolution panel shall be selected within two (2) work days of the aggrieved employee's submission of the matter to a dispute resolution panel, and the panel shall render a decision within three (3) work days of being formed.

4. The dispute resolution panel review shall be limited to whether the class assignment decision was arbitrary or capricious, and its deliberations and vote/consensus decision shall be confidential.

[From 2012-15 TA, Exhibit 5]

21.1 Staffing Procedures After Initial Selection Through The Fifth Week of School ~~or Track~~: The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before ~~norm date or the~~ end of the 5th week of school ~~or track (whichever is sooner)~~:

- a. The ~~principal~~ Executive Director, or designee, and department ~~or grade level~~ chair working together shall reasonably determine who will fill the opening or vacancy.
- b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.
- c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, ~~transferee~~, substitute, or auxiliary assignment.

21.2 Staffing Procedures After ~~the Fifth Week of School Norm Day~~: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, ~~transferee~~, substitute, or auxiliary assignments ~~(secondary)~~.

21.3 Staffing Procedures For Spring Semester ~~Or Subsequent Tracks In Secondary Schools~~: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.

32.0 Department ~~and Grade Level~~ Chairpersons:

32.1 Department/~~grade level~~ chairpersons ~~(and their assistants in multitrack programs who serve when the chairperson is off track)~~ shall, if the affected employees desire, be elected annually by the employees in the department or

grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and ~~in secondary schools~~ shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the ~~secondary~~ shortage fields identified by PCHS (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. ~~In secondary schools, the~~The vote shall be weighted by the number of periods taught by each employee who works in the department ~~in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class.~~ Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

~~32.2~~ Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the ~~site administrator~~Executive Director or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, ~~Section 4.0 (Class Size).~~ *[Will this cross reference change?]*

~~43.0~~ Determination of Whether There Shall Be Coordinator or Dean ~~Positions at School Sites:~~

- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school.
- b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the ~~school site administrator~~Executive Director.
- c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate ~~charter committees or~~ statutory site councils. ~~With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second~~

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~~Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full-time coordinator may have full-time coordinators.~~

d. With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, ~~at the school location,~~ in an election limited to that purpose.

d.e. ~~Coordinators, whether appointed (part-time) or elected (full-time), and dean positions, and otherwise out of classroom positions, shall be assigned on or before April 15.~~

f. Any claims alleging violation of the above procedures shall ~~be subject to the alternate grievance procedures of Article V-A,~~ proceed directly to Level 2 of the Grievance Procedure.

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54.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full-time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Sections 6.0 and 7.0 below. Elections are required for coordinator and dean positions in the following circumstances:

- a. The position must be paid on the Preparation Salary Table;
- b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full-time by a single funding source and has now been converted to two or more positions, the resulting part-time coordinators shall also follow the selection process in 6.0);
- c. The position does not involve carrying a rollbook; and
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.
- e. Elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

54.1 Job Description and Eligibility for ~~School-Site~~ Election of Full Time Coordinators and Deans:

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- a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to

the election, job descriptions for other coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.

- b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from qualified employees assigned to the school ~~or location~~, ~~the request for submission of statement of interest may be directed throughout all or part of PCHS~~ the Executive Director (or designee) shall meet with the Chapter Chair to mutually determine a reasonable solution to the lack of interest in the position. Solutions may include, but are not limited to modifying the job description, modifying the compensation provided to the position (free period(s) or stipend), if any, relaxing the eligibility requirements under section c. below, leaving the position vacant, eliminating the position altogether, or opening the position to public applicants. If the position is opened to the public, unit members shall continue to be eligible to apply for the position while it is open.

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- c. To be an eligible candidate, a teacher must have permanent status, must have received overall "meets standard" performance ratings in his/her most recent two (2) performance evaluations, and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act. Coordinators hired from the public in accordance with section eb. above, they shall be hired on a year-to-year contract and shall not gain any credit towards permanent status.

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- d. ~~An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.~~

- e. Election procedures for coordinators and deans differ, as described below.

65.0 Full Time Coordinator Selection Procedure at School Sites:

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- a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.

- b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. ~~At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.~~
- c. Post-Election Procedures:
- (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)
 - (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours ~~in a single-track school or 72 hours in a multi-track school.~~ The ~~site administrator~~ Executive Director (or designee) and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.
 - (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from PCHS/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

~~d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.~~

~~(1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.~~

~~(2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.~~

76.0 Dean Election Procedure at School Sites

- a. The school site administrator shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest.

Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.

- b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

87.0 Filling Vacancies After ~~Norm Day~~the Fifth Week: If a vacancy occurs in a dean or coordinator position after ~~norm day or~~ the end of the fifth week of the semester ~~or track, whichever is sooner~~, the ~~site administrator~~Executive Director (or designee) shall make an interim appointment to fill the vacancy until the end of the semester ~~or track~~. Prior to the next semester ~~or track~~, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester or track. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

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9.0 ~~[Should this section remain in the contract?] Five-Year Out-of-Classroom Assignment Limitations at School Sites:~~ At school sites, ~~there is a five-year limit on out-of-classroom assignments such as coordinators and deans, but excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule. Also exempt from the five-year rule are (i) employees whose assignment requires direct instruction to or supervision of students at least 50% of the time, and (ii) an employee who is named in a continuing grant and whose compensation is at least 50% funded by that grant.~~

a. ~~Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.~~

b. ~~Employees who wish to extend their out-of-classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.~~

c. ~~Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.~~

10.0 ~~Five-Year Out-of-Classroom Assignment Limitations at Non-School Sites:~~

a. ~~Subject to the exceptions set forth below, all employees who are assigned to nonschool positions within the bargaining unit (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than five (5) years. Appointments to such positions are usually made on an annual basis; there is no assurance of a minimum length for such appointments. When the five year limit is reached, the employee shall not, for a minimum of two (2) years, be eligible for succeeding nonschool or nonclassroom assignments, except as provided below. The appointing authority should inform all incumbents who will reach the five-year limit by June 30 of the following year, of the fact that their limit is approaching.~~

~~The five-year rule for non-school positions does not apply to the following:~~

- ~~(1) — Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;~~
- ~~(2) — An incumbent named in a grant and whose compensation is at least 50% funded by that grant;~~
- ~~(3) — No other candidate is qualified to fill the position or there are no other applicants for the position. PCHS will be required to publicize all affected positions in the Spotlight or PCHS Memoranda and with information provided by PCHS, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment.~~
- ~~(4) — If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five-year limit;~~
- ~~(5) — An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume;~~
- ~~(6) — Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities; and~~
- ~~(7) — Any other exceptions if mutually agreed to by UTLA and PCHS.~~

~~b.a. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.~~

~~118.0 Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.~~

~~12.0 Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human Services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this action~~

upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

9.0 Traveling Teachers: Assignment of Traveling Teachers shall be made in the following order:

- a. Qualified volunteers shall be solicited from the department in need.
- b. Qualified volunteers shall be solicited from other departments.
- c. PCHS will explore reasonable alternatives prior to any involuntary assignments of the non-novice teachers within the department in need. Involuntary assignments shall be made by inverse seniority order and yearly rotation.

9.1 Traveling Teachers

- a. The parties believe that principles of equity and fairness should be used to in differentiating between teachers who are assigned classrooms and those who must travel to more than one classroom. The parties also recognize that rooms may need to be dedicated to particular uses, functions, or departments.
- b. The PCHS administration shall retain the right to make classroom assignments in its sole discretion. Understanding that traveling poses additional challenged, PCHS will attempt to reduce traveling and provide support for traveling teachers. While there can be countervailing factors, seniority is a consideration in determining traveling status.
- c. To support novice teachers (those in their first year of service as a teacher, defined as the equivalent of 130 full time paid days during the period July 1 through June 30) in learning their craft and to assist with retention in the profession, to the extent practicable, novice teachers shall be exempt from being assigned to teach in more than one classroom per day in their first year at PCHS.
- d. After the first two years at PCHS, no unit member shall be required to travel more than two consecutive years, but unit members may volunteer to travel.
- e. To mitigate the impact of traveling, PCHS will dedicate a space on campus for affected staff members to go during their conference periods that will be equipped with computers, phones, printers, and locking storage.
- f. A teacher who travels, on both 1-3-5 and 2-4-6 days will receive a stipend of \$800 per semester (i.e. \$1,600 for the year if the teachers travels both semesters), to cover unique costs related to the assignment, and a teacher who travels, on either 1-3-5 or 2-4-6 days will receive a stipend of \$400 per semester (i.e. \$800 for the year if the teachers travels both semesters), to cover unique costs related to the assignment.
- a-g. The assignment of rooms at PCHS and this Section 8.0 shall not be grievable, but in the event a traveling teacher makes a request of PCHS administration for clarification regarding his/her traveling status, a meeting

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of the parties (affected teacher, administrator, department chair(s), UTLA representative) shall be called within a reasonable time of the request. The parties shall meet to discuss and review the matter, and take into account any additional information for consideration. Following the meeting, a written reason for the administration's decision regarding the assignment will be provided. The reason is not grievable. [From July 1, 2005 to June 30, 2007 TA, Section 15 and May 20, 2009 MOU, and 2014-2015 agreement; may need to move this section to Article XV]

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EXHIBIT L

ARTICLE XIV LEAVES

- 1.0 Leave and Absence Defined: A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee's service would have otherwise been terminated. All other employees, except for those excluded in Section 2.0 below may qualify for absences but not leaves. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and PCHS retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves the term "shall" is used and PCHS has no discretion as to whether the leave is to be granted to a qualified employee.
- 1.1 Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for PCHS-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave/Absence are eligible for PCHS-paid benefits provided they are otherwise eligible for such benefits as provided in Section 21.8 of this Article to ensure compliance with the California Family Rights Act ("CFRA") and the Family and Medical Leave Act ("FMLA"). Also, employees in unpaid status may arrange for continuance of benefits through COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to un-annualized (pay as you work). Such changes may result in employees having been paid salary for which they are not eligible based on service provided. To avoid this, employees may request that their assignment basis be changed in advance of the start of the school year.
- 2.0 General Eligibility Provisions: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves.
- 3.0 Rights Upon Return: Any employee returning from the leaves listed in this Article shall possess return rights consistent with legal requirements.⁴
- 4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in this Article. No employee shall be eligible for a permissive leave from the School who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in **Section 11.0, 15.0 and 19.0**. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Principal & Chief Academic Officer

⁴ ~~In the event PCHS ever becomes the employer for any future charter schools located elsewhere, returning employees may be transferred if such a transfer would have been made had the employee been on duty. Such return rights are limited to those limitations expressed in Section 3.0 of the LAUSD-UTLA Leaves article.~~

(“PCAO”)Executive Director or designee (“Designee”) may, in his or her sole discretion, grant a waiver from this limit, for one semester. No leave of absence or combination thereof will be granted that will cause or allow an employee to maintain seniority while on leave for more than 39 consecutive months. [From 2012-15 TA, Exhibit 7]

5.0 The deadline for leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 and November 15 for all leaves commencing during the period January 1 through June 30.

6.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent ~~for 20 working days or less due to routine illness~~ must make every reasonable effort to notify the ~~PCAO or Designee~~ School not later than 6:30 a.m. on the day of absence and notify the school or section to which assigned not later than 30 minutes before the schedule begins on the day of absence. When the absence is to be for one day only, employees may, when reporting the absence to the school, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid. An employee who intends to be absent for 4 working days or more must fill out the Leave Request form and have it approved prior to taking the leave. Notification requirements for an approved family care and medical leave shall be in accordance with legal requirements.

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7.0 Cancellation of Leave: A request by an employee for cancellation of a leave or for cancellation of a request for a leave shall be granted unless an employee other than a day-to-day substitute has been assigned to fill the employee's position. Exceptions may be made in the sole discretion of the School. The appropriate required credential or permit held at the time the leave was granted must be maintained, or the leave terminates and the employee is subject to termination. The employee shall be so notified.

8.0 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the School, the employee must notify the ~~PCAO's Office~~ School of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. In the case of an early return from family care and medical leave, if the employee informs PCHS of a desire for early return PCHS will, if feasible, return the employee to service within two working days after the employee notifies PCHS of the request to return.

- 8.1 Return from Leave - Medical Review Committee: An employee not approved to return from a leave by the School's designated physician may appeal to a Medical Review Committee. The committee shall be comprised of a School designated physician, a physician selected and compensated by UTLA, and a third physician who shall be selected by the two physicians and compensated equally by the School and UTLA. A majority decision by the Medical Review Committee shall be final and binding.
- 9.0 Bereavement (Paid): An employee is entitled to a paid leave/absence from the School, not to exceed three days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten calendar days of the death. If more than one such death occurs simultaneously, the leaves may be taken consecutively. If travel of 300 miles or greater is required and if requested, an additional two days shall be granted. The immediate family is defined as the following relatives of the employee:
- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
 - b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
 - c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
 - d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
 - e. Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse)
 - f. Brother
 - g. Sister
 - h. Any relative living in the employee's immediate household
- 10.0 Pregnancy and Related Disability (Paid and Unpaid):
- 10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and

recovery there from, she shall be permitted to utilize her illness absence under this Article.

- 10.2 **Optional Unpaid Portion:** A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.
- 10.3 **Physician Certifications:** A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the School her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. PCHS forms for such certifications, and application forms, shall be available at the Human Resources Office.

- 11.0 **Child Care Leave (Paid and/or Unpaid):** With regard to Child Care leave, PCHS shall adhere to the California Education Code - EDC § 44977.5, subject to the following:

~~An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under five years of age. The leave, together with any renewal thereof, shall not exceed the equivalent of four semesters in duration.~~

- 11.1 **Definition:** Child Care leave (also referred to as "baby-bonding" or "bonding leave") refers to leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child by the employee. Child Care leave runs concurrently with FMLA/CFRA leave time. A probationary employee shall be granted an unpaid childcare leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the childcare leave commenced. The combined pregnancy leave and childcare leave shall not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

11.2 Eligibility: Eligibility will be limited to bargaining unit members with permanent or probationary status. Application may be submitted at any time but must be on file in the Human Resources Office by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the School to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave or family care and medical leave.

11.3 Paid Leave:

a. As provided below, eligible employees may take up to twelve (12) weeks of paid Child Care leave during the first year following the birth or placement of a child with the parent through adoption or foster care.

b. Eligible employees are entitled to take one 12-workweek period of paid Child Care leave during any 12-month period.

c. Employees may use their available full pay illness leave for up to the twelve (12) weeks of the Child Care leave. If full pay illness leave is exhausted, employees may use half-pay up to the remainder of the twelve (12) weeks. If half-pay is exhausted, or if the leave extends beyond the twelve (12) weeks, the Child Care leave shall be unpaid.

d. Child Care does not have to be taken in one continuous period of time. The minimum duration of the leave shall be two (2) weeks. In order to provide for continuity and stability of instruction, an employee using intermittent Child Care leave must return to active service for a minimum of two (2) weeks before utilizing additional paid Child Care leave. Exceptions may be made at the sole discretion of the Executive Director based on compelling personal circumstances.

e. A workweek is a week in which the employee is normally scheduled to work.

11.4 Unpaid Leave:

a. Employees may take unpaid child care leave if paid leave is not available or if the 12-week leave entitlement extends beyond the employee's allocation of paid leave.

b. Child Care leave combined with pregnancy leave may not exceed two (2) semesters.

12.0 Illness (Paid): An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

- 12.1 ~~Subject to the contractual restrictions related to substitute employees, each employee shall accrue 0.05 hour of full pay illness absence credit for each hour for which salary is received in a certificated assignment except for Auxiliary Teacher, Replacement Teacher, an assignment for which a lump-sum payment is or could be received. An employee shall be granted a leave of absence for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or person who stood in loco parentis when the unit member was a minor child), spouse or registered domestic partner, grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.~~

All active full-time certificated bargaining unit members shall receive ten (10) days of paid sick leave (for illness or injury) per year, to be provided on July 1 of the school year. Bargaining unit employees shall accrue such sick leave on a prorated basis. [From January 13, 2005 MOU] However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.

An employee shall be granted a leave of absence for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or person who stood in loco parentis when the unit member was a minor child), spouse or registered domestic partner, grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

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- 12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than ~~the number of full pay illness absence hours equivalent to~~ 100 days shall be credited with the number of half-pay illness

absence days which, when added to the accrued full-pay illness absence days equals the equivalent to 100 days of full and half-pay illness absence days.

- 12.3 ~~At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.~~
- 12.4 An exception to the "active employee" requirement of Sections 12.2-1 and 12.3-2 will be made upon request once in each employee's career to permit qualification for the annual full and half-pay illness absence hours, even though the employee is unable to report to work at the commencement of the employee's annual assignment basis due to illness, provided the following conditions are met:
- a. The employee holds probationary or permanent status.
 - b. The employee did not carry over any full pay illness hours from the previous year.
 - c. The employee has on file an illness leave request satisfying the requirements of this Article.
- 12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to PCHS the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.
- 12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. ~~Half-pay illness credit~~ Extended illness/injury leave days shall not be cumulative from year to year. [From January 13, 2005 MOU]
- 12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, ~~unless the employee requests use of any accrued vacation.~~ The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.31.

Pay for absence shall not be made in increments of less than .3 hours (18 minutes).

- 12.8 An employee who is absent shall be required to certify the reason for absence. Also, the School shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.
- 12.9 An employee absent from duty for any illness, injury, or other disability for more than ~~5-4~~ consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child completed by the attending physician or a statement from the attending physician on letterhead attached to a PCHS Form shall be signed by the employee.

~~Employees who have used ten or more sick days due to illness, injury, or other disability during the school year, upon being absent for more than 2 or more consecutive days, or if misuse of sick leave is suspected, shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child completed by the attending physician or a statement from the attending physician on letterhead attached to a PCHS Form shall be signed by the employee, upon being absent for more than 3 consecutive days. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.~~

- 12.10 If a permanent employee resigns and returns within 39 months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 12 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.

12.11 Upon resignation from LAUSD or, in the case of a non-LAUSD teacher, upon hire from a prior school district employer, all banked illness leave will be transferred to PCHS. [From January 13, 2005 MOU]

- 13.0 Industrial Injury or Illness Paid: An employee who is absent from PCHS service because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are being received under the worker's compensation laws, shall be entitled to a paid absence or leave under the following conditions:

- a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
- b. Allowable paid leave/absence shall not be accumulated from year to year.
- c. An employee absent under this section shall be paid such portion of the salary due for any school month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full normal salary. For substitutes and limited term employees, full normal salary shall be computed so that it shall not be less than the employee's average weekly earnings as utilized in Section 4453 of the Labor Code. For purposes of this section the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.
- e. Each employee who has received a work-related injury or illness which requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury on a form to be provided by the School. This written report must be submitted to the immediate administrator within two working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of an investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on PCHS's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the injury arose out of an act of violence, the administrator shall report the incident to the School Police.
- f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination;

and (4) applied in writing to the School for such an extension, using a PCHS form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the School has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the carrier. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the physician. An employee may be required during the extended period to be evaluated by a School designated physician at any time.

g. Employees covered under Section f. shall have the right to be transferred to the next appropriate opening available in the same or adjacent geographic region.

13.1 Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

13.2 An employee absent under this section shall remain within the State of California unless the School authorizes the travel outside the State.

14.0 Personal Necessity Leaves or Absence (Paid): Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);

b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;

c. ~~Serious illness of a member of the employee's immediate family;~~

d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;

e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);

- f. Religious holiday of the employee's faith;
- g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under the applicable contract section:
 - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
 - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the School; and
 - (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- j. Conference or convention attendance pursuant to this Article;
- k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;
- l. Up to four hours of paid personal necessity leave and up to thirty six (36) additional hours of ~~accrued vacation or~~ unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

14.1 The following limits and conditions are placed upon allowing a personal necessity absence:

a. Except as in l., above, and (1), below, the total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in the relevant contract provisions regarding substitute employees, three days per school year for a day-to-day substitute employee.

~~(1) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days — see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.~~

b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.

c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.

d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.

14.2 Every employee shall be entitled to use three (3) days of their annual personal necessity leave allotment during each school year, for personal reasons. This leave provision is not cumulative.

a. Personal leave may be used for any purpose which the employee deems sufficiently important.

b. An employee shall notify the Executive Director at least four (4) days in advance of taking such leave.

c. An employee's notification of personal leave may include a request for additional days of unpaid personal leave, to be taken in conjunction with the one (1), two (2), or three (3) days of personal leave. The Executive

~~Director may, in his or her sole discretion, grant the personal leave extension.~~

~~14.0 Personal Necessity Leaves or Absence (Paid): A unit member shall be granted a paid Personal Necessity Leave, for any purpose the unit member deems sufficiently important, subject to the following:~~

~~a. The unit member must provide their supervisor with written notification of such leave at least four (4) workdays in advance of the absence.~~

~~b. Personal Necessity Leaves in which the unit member provides fewer than four (4) days' advance notice will only be valid if the absence is due to unforeseen circumstances that the unit member could not reasonably anticipate. In such circumstances, PCHS may require the unit member to provide reasonable proof, documentation, and/or an explanation as to why their need to take Personal Necessity Leave was unforeseen, could not be anticipated, and resulted in the unit member being unable to provide the School with at least four (4) days' notice. Failure by the unit member to provide such adequate proof, documentation, and/or explanation may result in the School denying authorization of payment for the leave.~~

~~c. The days shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the unit member has available. The usage of half-pay illness leave is not allowed.~~

~~d. The total number of days allowed in one school year for paid Personal Necessity Leave shall not exceed four (4) days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in the relevant contract provisions regarding substitute employees.~~

15.0 Personal Leave (Unpaid): An unpaid leave shall be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to PCHS, including but not limited to the following:

- a. To be with a member of the immediate family who is ill (see Section 9 of this Article for the definition of the immediate family);
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to PCHS. Unit members are eligible for leave for a second 52 calendar week period provided that the number of unit members on this specific leave of absence may not exceed five percent (5%); [From 2012-15 TA, Exhibit 7]
- c. To rest, subject to the approval of the employee's physician;

- d. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.

16.0 Government Order Leaves (Commissions, Military, Witness, and Jury Service)

- 16.1 Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.
- 16.2 An appropriate military leave/absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.
- 16.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

16.4 Paid jury duty leave will be provided upon request. Unit members may be asked to voluntarily request postponement of jury duty to lessen unusual negative impact on instructional program (i.e., jury duty in last month of a semester or first month of a semester). [From July 1, 2005 to June 30, 2007 TA, Section 6]

- 17.0 Conference and Convention Attendance: A paid leave may, in the discretion of PCHS and upon the recommendation of the PCAO or Designee, be granted for attendance at conferences and conventions sponsored by professional

instructional organizations which are recognized by the State Board of Education or approved by the appropriate administrator under all of the conditions noted below. PCHS shall consult with UTLA regarding these matters.

- a. Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of PCHS;
- b. Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;
- c. The attendance must not result in unnecessary duplication of participation by PCHS personnel;
- d. The attendance must not necessitate the reimbursement of any expenses by PCHS to the employee; and
- e. A written or oral report of the conference may be requested by the appropriate administrator.

For conference or convention attendance which meets the above standards, but is not approved for paid leave status pursuant to the above, the employee may utilize personal necessity leave under Section 14.0 of this Article.

18.0 Substitute Leave: A substitute leave shall be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with School need. Such an employee will be paid as specified in Article ~~XIX~~XXIII. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave. Applications must be on file in the Personnel office by April 15 for the fall semester and November 15 for the spring semester.

19.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee to continue service for half of each working day. ~~At the elementary level, a complementary partner with permanent status is required. At the secondary level, if a complimentary partner one~~ is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the ~~site administrator~~Executive Director. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. Exceptions to the "half of each working day" requirement, may be made in special circumstances. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human

Resources office by April 15 for the fall semester and by November 15 for the spring semester.

19.1 Half-Time Assignment:

- a. New employees hired effective July 1, 1993 or later may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive PCHS paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost ~~pursuant to Article XVI, Section 3.0 c.~~

20.0 Reduced Workload Leave: A reduced workload leave shall be granted annually to a permanent full-time employee, ~~serving in pre-kindergarten through grade 12,~~ to permit the employee to reduce a regular assignment to the equivalent of one-half of the number of hours required of full-time employment, provided all the following conditions are met:

- a. The employee shall submit a request annually to the PCHS [Personnel Department-Human Resources Office](#) prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.
- b. The employee has reached age 55 prior to the school year during which the leave is effective.
- c. The employee was assigned full-time in a certificated position with PCHS for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.
- d. An assignment and schedule satisfactory to both the employee and PCHS is agreed to. The continuing assignment must be either for half of each working day for the entire school year, in which case the specific assigned hours, must be agreed to by the employee and the immediate administrator, or for one complete semester of full-time service per year. A

complementary partner with permanent status is required, or an appropriately credentialed auxiliary teacher approved by the ~~site administrator~~[Executive Director](#). In the case of non-classroom, health and human services employees, the total number of approved leaves shall not exceed the maximum of 10% of the full-time equivalent positions in the classification. ~~If the employee is assigned on other than the "C" basis, the~~ [The](#) leave shall be the equivalent of one-half of the number of hours of service required by the employee's current assignment ~~basis~~. Exceptions to the above work schedules may be made in special circumstances. In any event, the assignment shall be for the equivalent of at least one-half of the number of hours required for full-time employment; and the employee shall be placed on leave from the location in which half-time service is performed.

- e. The employee agrees to have retirement contributions made based on the salary that would have been received had service been full-time for the complete school year.
- f. The salary earned and paid must be at least half the salary the employee would have earned on a full-time basis. The employee will receive salary for the hours for which service is rendered.

20.1 Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, PCHS shall maintain the employee's Health and Welfare benefits for eligible employees for the school year. This reduced workload leave is granted pursuant to Education Code Sections 22713 and 44922.

20.2 The period of service and leave under half-time and reduced work load leaves may qualify for salary step advancement under ~~Section 16.0 of Article XIV~~[Article XV, Salaries & Stipends](#), and shall qualify for regular health/welfare benefits under Article XVI, Health and Welfare.

21.0 Disability Leave or Absence: An unpaid disability leave or absence will be granted on request to a probationary or permanent employee who has been awarded State Teachers' Retirement Disability benefits for up to 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first, subject to the following conditions:

- a. The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.

- b. If the disability benefits are cancelled and the employee is determined to be able to return to service during the period of the leave, the employee will be referred to [a](#) PCHS Medical Adviser. If the return is approved by [the](#) PCHS Medical Adviser the employee will be returned to active service. An employee not approved to return by [the](#) PCHS Medical Adviser may appeal to Medical Review Committee under 8.1 of this article.
- c. A substitute or temporary employee who receives disability benefits shall be deemed unavailable for service, while receiving such benefits, for up to 39 months unless a separation from service is requested by the employee.
- d. As an exception to the general rule regarding unpaid leave, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans of this Agreement, but not the life insurance plan.

22.0 Family Care and Medical Leave/Absence: PCHS shall maintain a current policy for and ensure compliance with the California Family Rights Act (“CFRA”) and Family Medical Leave Act (“FMLA”)

22.1 Restrictions: In the event that parents who are both PCHS employees each wish to take Family Care Leave/Absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.

[23.0 Unit members who do not utilize any leave during a semester shall receive a stipend of \\$250. Unit members who utilize two or fewer days of any leave during a semester shall receive a stipend of \\$150. \[From July 1, 2005 to June 30, 2007 TA, Section 6\]](#)

EXHIBIT M

ARTICLE XVII
PROFESSIONAL DEVELOPMENT

- 1.0 Purpose and Goals: Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of PCHS. At its best, professional development and continued learning is grounded in the instructional goals and programs of PCHS and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities -- whether designed and/or delivered by ~~the Central Districtan administrator~~, a ~~Local District bargaining unit member~~, or ~~the local school's contracted vendor/agency~~ -- should seek to achieve the following goals, as applicable:
- a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and PCHS mandates, standards, initiatives and/or priorities;
 - b. Be appropriately responsive to the ~~site's~~ School's needs assessment and/or evaluations of similar programs offered in the past;
 - c. Deepen ~~and~~ broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
 - b. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
 - c. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
 - d. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
 - e. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

2.0 **Banked Time for Professional Development:** ~~The difference between the annual minimum instructional minutes required and the annual instructional minutes in the contractual instructional day shall be banked and may be used for professional development. Banked hours for professional development may be calendared as all student minimum days, non-student days or during zero or 7th period. This provision is subject to the following:~~ See Article IX, Section 3.1, for the minimum on-site obligations relating to the banked time accumulation and schedule. The following terms are intended to facilitate professional development in grades 1-12 and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):

~~a. Professional development "banked" time programs and activities shall be scheduled for Tuesdays throughout PCHS;~~

~~b. Effective July 1, 2005 in elementary schools, grades 1-5/6 and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;~~

~~e. Effective July 1, 2005 in secondary schools, grades 6/7-12, such Such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per day in 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed 90 minutes earlier than normal dismissal time on fourteen designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;~~

~~d.a. The number of annual minimum instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher's minimum daily on-site obligation;~~

~~e.b. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;~~

~~f. In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);~~

~~g.c. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time; and professional~~

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development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and

- f. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction), ~~which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4.~~ Any such program or activity, including transportation, must be cost neutral to PCHS. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by PCHS, acting through the ~~site administrator, the local District or the Central office~~ Executive Director.

~~g. The scheduling of banked professional development shall be incorporated into the development of the annual calendar in accordance with section 1.0 Article IX.~~

3.0 **Professional Development Faculty Input:** ~~In order to ensure effective input from UTLA and certificated staff in the development and implementation of PCHS's staff development programs, administrators shall work collaboratively with department chairs to identify school-wide and department specific interests and needs, to identify resources, to schedule professional development, and to develop procedures for the assessment of professional development programs.~~ Advisory Committee: ~~In order to ensure effective input from UTLA and certificated staff in the development and implementation of PCHS's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at least once a month to review, discuss and provide recommendations to the Superintendent~~ Executive Director or designee regarding the development and implementation of PCHS's professional development programs. The PDAC composition and responsibilities shall be as follows:

- a. ~~Each party may appoint up to eight (8) three (3) members to the PDAC for the purpose of representing each local district. In addition~~ Among the appointed members, there shall be one member designated by the Superintendent Executive Director and one designated by the UTLA President Chapter Chair(s) to serve as Co-Chairs of the Committee. The Superintendent's Executive Director's designee shall serve as Chair of the Committee.
- b. ~~The Committee shall have the following responsibilities in its role as advisor to the Superintendent~~ Executive Director or designee:
- g. ~~Review, evaluate and provide recommendations concerning any current or proposed PCHS-initiated professional development programs and activities;~~

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UTLA Proposal
July 17, 2023

- ~~ii. Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and~~
- ~~iii. Review and provide recommendations concerning the professional development calendar for the year.~~
- ~~iv. Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of HOUSSE certification under the requirements of the No Child Left Behind statute.~~
- ~~v. Review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.~~

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- ~~a. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:~~

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- ~~i. Professional development shall be grounded in data and the instructional goals, pedagogy and programs of PCHS and the school.~~
- ~~ii. The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.~~
- ~~iii. The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.~~
- ~~iv. The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.~~

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- ~~b. The PDAC shall agree on the maximum number of UTLA and PCHS representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:~~

- ~~i. In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data-based professional development decisions.~~
- ~~ii. Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.~~

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- ~~c. PDAC meetings shall be held during the regular workday and the participants will be provided with substitute coverage, if necessary. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.~~

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4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted ~~(whether initiated by PCHS, the Local District or by the site)~~, the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to ~~the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and~~ the Professional Development Advisory Committee.

~~5.0 Common Planning for Middle Schools: The PCHS and UTLA agree to use the State recommended text (currently "Taking Center Stage: A Commitment to Standards Based Education for California's Middle Grades Students"), as the basis for the Common Planning activities of middle school teachers in PCHS. Common Planning is to be provided when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.~~

~~*[NOTE: This new section replaces the previous section 3.6 of Article IX.]*~~

~~6.0 Professional Development Projects: Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with PCHS on identified professional development projects. Two existing bargaining unit members shall continue in their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development. The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.~~

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EXHIBIT N

ARTICLE XVIII CLASS SIZE

18.1 PCHS shall maintain class size, as follows:

18.1.1 Academic & Elective classes - **38** average, **40** maximum.

18.1.2 PCHS will make reasonable efforts to have lower class sizes in English and Math.

~~18.1.3 Independent Study – ?? 35 average.~~

~~18.1.4 Online classes Virtual Academy – ?? 60 average. See sideletter agreement (APPENDIX ??)~~

~~18.1.5 Alternative Education Pali Academy – ?? 38 average, **40** maximum 35 average.~~

18.1.6 Physical Education - ~~50-55 average, 55-65 maximum~~

18.2 Definitions:

18.2.1 “Academic classes” are those in English Language Arts, Math, Social Studies, Science, and Foreign Language.

18.2.2 “Elective classes” are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

18.3 Procedure When Class Sizes Are Exceeded:

For purposes of this section class sizes shall be based on the class sizes in place at the end of the third week of each semester. If the maximum class size is exceeded, there shall be a conference between the affected teacher, the Chapter Chair (or designee) and the Assistant Principal. Through this dialogue, options will be discussed to offer ameliorating measures, e.g., lower class sizes in other classes, instructional aide support, additional curricular support materials, additional compensation, and other ideas which may come into the discussion.

EXHIBIT O

ARTICLE XIX
SUMMER SCHOOL

INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS

- 1.0 General: ~~Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/multitrack school intersession (intervention) and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment. PCHS maintains complete discretion as to whether Summer School, Extended Learning Program, and/or Designated Instructional Services (DIS) Programs are offered, in which case this Article determines the criteria for applying and being selected for an assignment.~~
- a. Applicants may apply for only one subject field and/or program.
 - b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.
 - c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours that the ~~mandatory or voluntary student~~ summer school/~~multitrack school intersession~~ and/or extended learning program was in session, shall be considered to have taught for the purpose of determining priority rating.
 - ~~d. Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)~~
 - ~~e.d. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.~~
 - ~~f.e. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.~~
- 2.0 Eligibility: Teaching Experience: ~~Except for elementary teachers applying for all intervention/Extended Learning Programs, at~~ At time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a

summer session ~~or multitrack school intersession~~ teacher in the subject field for which they apply. "Subject fields" shall, for purposes of this Article, be as reasonably designated by PCHS; e.g., Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

- a. ~~Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.~~
- b. An employee ~~who is on~~ leave from PCHS for the semester prior to the summer session is not eligible for assignment.
- c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation ~~of~~ less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a ~~school summer session assignment except as a last resort (i.e., no other eligible applicant) without the consent of the principal or program coordinator.~~

3.0 ~~Selection—Secondary Schools First Round:~~ Voluntary Summer School: Not less than ten working days prior to the deadline date for summer session applications, PCHS shall establish and distribute to unit members, a list ~~of schools for each geographic area~~ showing the specific courses and/or Special Education programs that are planned to be offered ~~at each school~~ (listed by subject field), along with instructions on how to apply for a summer assignment.

- a. Employees shall be selected ~~at each school~~ on the basis of priority and seniority as follows:
 - (1) Priority:
 - (i) Priority One - Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer school previous year.
 - (ii) Priority Two - Regular classroom teachers who have taught the course(s) within the past six semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who have taught the course(s) within the past six semesters.
 - (iii) Priority Three - All other eligible applicants including non-classroom teachers.

(2) Seniority: If there are more eligible applicants within each priority to teach a specific course ~~at any one school~~ than there are positions available, PCHS seniority shall determine the selection. Ties in PCHS seniority shall be broken under the provisions of ~~Article XI, Section 6.2~~ Article XIII, Section 5.0.

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b. Priority 1 applicants shall be assigned before Priority 2 applicants, and Priority 2 applicants shall be assigned before Priority 3 applicants.

~~c. Priority 3 applicants shall be assigned to a geographic area pool. The applications of those not selected at the school to which they applied shall be forwarded to the appropriate geographic area pool for possible future assignment in priority and seniority order, pursuant to 5.0 below.~~

~~4.0 Selection - Secondary Second and Third Round: Voluntary Summer School: If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.~~

~~a. If vacancies remain after the second round, applicants from adjoining geographic areas shall be offered assignment, using the adjoining geographic area's priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original geographic area should subsequent openings occur.~~

~~5.0 Selection - Elementary Schools, All Rounds: Summer School: Please see 13.0 below.~~

6.0 Displacements: ~~Where and when a voluntary or mandatory summer school session site becomes over-teachered on or before norm date~~ In the event of low enrollment, teachers shall be ~~displaced~~ released within a program or subject field based on PCHS seniority within the priority categories, beginning with the lowest priority. ~~Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school/intervention programs for which they are authorized to teach.~~

a. ~~When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other~~

~~schools in that geographic area in any of the summer school/intervention programs for which they are authorized to teach.~~

7.0 Salary: Summer session ~~and multitrack school intersession~~ teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate ~~as subject to the compensation restoration formulas set forth in appendix F and Article XIV, Section 1.0. unless otherwise stated in 13.0 below.~~

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a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program ~~and development centers~~, shall be paid at their regular hourly rates.

~~b. Those who during the regular school year are paid on an hourly rate (e.g., Adult Education teachers) shall continue on that hourly rate if working in an Adult Education summer session.~~

~~c. For payroll computation purposes only, basic assignment hours (i.e., 4, 5 or 6 hours) are not to affect or reduce the actual hours of service and duties as required in Section 8.0 or 13.0 of this article.~~

d.b. Employees shall be paid only for the actual days/hours of the summer session ~~or multitrack year-round school intersession~~ assignment. Holidays that fall within the summer session shall be unassigned and unpaid days/hours unless the employee is paid for the holiday as part of the regular basic assignment, e.g., Martin Luther King, Jr. Day.

8.0 Hours and Duties: Summer session ~~/intersession~~ teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site ~~and/or available to students~~ for at least ten minutes after dismissal of their last class. Summer session ~~/intersession~~ teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

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9.0 Selection - Special Education ~~Schools~~ and Special Day Classes: First Round: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:

a. Continuity factor – (1) An applicant (whether permanent or (probationary) whose regular students (excluding RSP students) are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior

applicant whose regular students (excluding RSP students) are anticipated to comprise 33% or more of the class. If more than one teacher applicant in a departmentalized program qualifies under the above continuity guidelines, selection shall be based upon recency and seniority as provided above.

- b. If openings remain, they shall be filled pursuant to Sections 3.0, 4.0, and 13.0, above. When Extended-School-Year assignments are made the Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency.
- c. Rather than using PCHS pools, unassigned applicants from DIS (itinerant) programs shall be assigned from Special Education pools based on the program office location, utilizing teacher experience, priority, and seniority as described above.

~~10.0 Voluntary Intersession - Multitrack Secondary Schools: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.~~

- ~~a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, PCHS seniority shall determine the selection. Ties in PCHS shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.~~

11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of summer session, ~~or multitrack intersession~~, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time-line of Article V.

12.0 ~~Summer Session Adult Education: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to "employees" in this Article are applicable to "personnel" as that term is used throughout Article XXI and in particular Section 1.1 thereof.~~

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- a. ~~Only personnel who have taught in the Division during the past school year are eligible to apply for summer school assignments. New personnel shall not be recruited to teach summer school as long as qualified applicants remain unassigned.~~
- b. ~~Section 2.0a contains a reference to "permanent or probationary status" which does not apply to the Division.~~
- c. ~~References to area or regional organization are not applicable to the Division. Summer session assignments are a local site function. Qualified applicants from priority categories one, two, three, and four are to be processed at the local site; and the remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.~~
 - (1) ~~Priority One - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did not teach the last summer session.~~
 - (2) ~~Priority Two - Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did teach the last summer session.~~
 - (3) ~~Priority Three - All other eligible LAUSD applicants.~~
 - (4) ~~Priority Four - All other eligible applicants.~~
- d. ~~Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.7, b.~~
- e. ~~The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.~~
- f. ~~Compensation for Division summer session shall be the hourly rate as indicated in Section 7.0 c.~~
- g. ~~In place of Section 8.0, the maximum weekly summer session assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hour per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.~~
- h. ~~Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.~~

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~~i. Sections 9.0 and 10.0 of this Article are not applicable to the Division.~~

~~13.0 Elementary School: Intervention/Extended Learning Programs: Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer School or Multitrack Middle School Intersession Program) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:~~

~~a. Selection:~~

~~(1) Priority One - Permanent teacher at the local site in the affected grades/subject fields with appropriate authorization and extensive training in the grade/subject field as evidenced by:~~

~~(i) Special credential and/or certificate or Board Permit or~~

~~(ii) Successful completion of specialized training and~~

~~(iii) Necessary qualifications to teach English Language Learners, Special Ed., etc.~~

~~(2) Priority Two - Same as above with experience in any other grades/subject field~~

~~(3) Priority Three - Same as above with basic training in grades/subject field and in affected grades~~

~~(4) Priority Four - Same as above with basic training in other than the affected grades/subject field~~

~~(5) Priority Five - Permanent teacher in same priority order as above (#1 - #4) but at other locations - A Local District wide list of such employees who would be willing to work at another location will be established. All teachers with the appropriate qualifications within each of the above categories will be selected in seniority order.~~

~~(6) Priority Six - Retiree with appropriate credentials, authorization and training~~

~~(7) Priority Seven - Probationary teachers by seniority at the local site~~

~~(8) Priority Eight - Emergency Permit teachers by contract date at the local site~~

~~b. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, PCHS seniority, on a rotational basis, shall determine the selection. An applicant who taught in the program during the previous session shall not be eligible for service until all teachers in the priority grouping who did not teach the~~

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~~previous session are assigned. Ties in PCHS seniority shall be broken under the provisions of Article XI, Section 6.2.~~

~~e. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (10thly hourly rate). The summer school rate (Z basis at 10thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:~~

~~(1) Class size in the affected grades are at or higher than PCHS class norm for summer school/multitrack school intersession.~~

~~(2) Student instructional hours are a minimum of ** four hours per day and the length of time which will make them eligible for class credit. (** Established length of time for summer school/multitrack year-round school intersession is six weeks, however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.)~~

~~13.1 Mandatory Student Summer Session/Multitrack Intersession Elementary: For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.~~

~~a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X basis for a total of 10 hours.~~

~~b. For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

~~13.2 Mandatory Student Summer School/Multitrack School Intersession/Intervention Selection Elementary: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number of eligible students will be combined within local District and treated as a single, local site.~~

~~a. Staffing for local District center sites (sites housing students from several sites) will be determined by the local District center principal using the above selection process (i.e. local District centers will be treated as single site).~~

14.0 Secondary School: Intervention/Extended Learning Programs

a. Selection: refer to section 3.0 above.

b. Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:

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- (1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.
- (2) For Weeks 5 & 6 Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).

~~NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.~~

- 15.0 For any training required of these programs, the teacher will be compensated at ~~X-bases (10thly hourly rate)~~the professional development rate.

EXHIBIT P

ARTICLE XXV
TERM OF AGREEMENT AND RE-NEGOTIATION

- 1.0 This Agreement shall be for a term of three (3) years (2023-2024 through 2025-2026) and shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2026 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be no reopener negotiations for the 2024-2025 and 2025-2026 school years, except as follows: In the event that PCHS receives additional state or federal funds that are unanticipated and are therefore not reflected in the Board-adopted budgets for 2024-2025 and 2025-26, and the funds can lawfully be expended on employee compensation (e.g. no supplement not supplant restrictions), reopener negotiations may be initiated at the request of either party. The subject of such negotiations shall be limited to off-schedule bonus payments.
- 2.0 As needed and upon either party's request, a "roundtable" discussion shall be scheduled between School Administration and the Chapter Council for the purpose of communicating and resolving ongoing issues of concern. This meeting shall be held during regular working hours.
- 3.0 Negotiations for Successor Agreement: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 2026.

EXHIBIT Q

Pali Period Wednesday Schedule (Proposed)

Period 0	7:30 AM	8:23 AM	53 min
Period 1/2	8:30 AM	9:57 AM	87 min
Nutrition	9:57 AM	10:17 AM	20 min
Period 3/4	10:24 AM	11:51 AM	87 min
Pali Period	11:58 PM	12:38 PM	40 min
Lunch	12:38 PM	1:12 PM	34 min
Period 5/6	1:19 PM	2:46 PM	87 min
Period 7	2:53 PM	3:48 PM	55 min

EXHIBIT R

SIDE LETTER OF AGREEMENT
Between PCHS and UTLA-PCHS

Virtual Academy

To provide students with an alternative learning program, PCHS will offer students an independent study program that is supported by credentialed teaching staff. The Virtual Academy (VA) is available for qualified students for this purpose.

VA Coordinator

A VA Coordinator will be identified to lead the VA program.

The VA Coordinator shall be provided with coordinator periods and/or additional compensation based on the number of students that they are responsible for. As part of 1) the annual matrix process and, 2) adjustment period between semesters, PCHS shall project the number of VA students and finalize the number of coordinator periods needed for the following semester, in accordance with the following:

# of Coordinator Periods Projected	Maximum # of Students ("soft cap")	Allowable Overflow ("hard cap")	Additional Compensation
1 period	75	76-100	\$500/semester
2 periods	150	151-175	\$500/semester
3 periods	225	226-250	\$500/semester
4 periods	300	301-325	\$500/semester

Once made, these projections are final and may not be changed until the next projection/adjustment periods, as specified above.

Duties and Responsibilities

- Report weekly Attendance for all VA students checking all intervention sheets, daily engagement, and assignment completion in each class
- Communicate with students and families regarding weekly intervention as well as including outreach and informational meetings (4 Information meetings with families per year and 2 VA orientations Aug/Jan and mini orientations for late students throughout the first two months of each semester)
- Communicate with families resolving VA teacher/student/family issues
- Attend Curriculum Council and LTSP meetings as representative of VA program
- Assist with identifying VA faculty and provide feedback about teacher engagement
- Training new VA teachers
- Coordinate with VA faculty including facilitating VA faculty meetings
- Assist VA faculty to identify and support VA students who need intervention

- Assist with coordinating English, Math, Science, Physical Fitness state testing for VA students
- Provide information/data for reports involving the VA program
- Be available during each VA Coordinator period for VA tasks
- Assist in SPED SDC scheduling, VA Teacher communication, and SDC teacher communication
- Assist in Residential Treatment, PHP, and IOP meetings, scheduling, and test proctoring
- Stay current on mental health issues and needs of Virtual Academy population
- Collaborate with administration and school attorney on current legal Independent Study procedures and California State Ed Codes, crafting revised Master Agreements, presenting them to the Board for approval
- Ensuring each family correctly fills out and signs Master Agreement, keeping each student's files organized for auditing and storing for five years. Participating in the auditing process.
- Stay abreast of NCAA, iNACOL, and DEAC regulations and policies
- Create and submit Virtual Academy Budget
- Communicate with families daily regarding labs, seminars, available rooms, and all school related activities such as bell schedule activity changes, Class meetings, including but not limited to graduation and senior activities
- Enroll and disenroll students in the current online system and perform any needed admin roles
- Research online distance learning programs and stay abreast of programs that would best meet PCHS' standards while remaining compliant to UC a-g, NCAA, and State standards to present to VA staff
- Work closely with counselors for scheduling, four-year plans, and course choices

Staffing/Teaching

To determine staffing needs for the VA program, the following timeframe is suggested:

- February-April – Student Interest Form
- March-April – Share potential openings with department chairs

The VA Coordinator and Administration will be involved in the selection of VA teachers.

The selection of teachers for VA assignments shall be made in accordance with the matrix provisions of Article XII — ASSIGNMENTS, of the collective bargaining agreement.

Expectations of VA Teachers

- Credentialed in subject matter
- Weekly reporting for attendance, grades/feedback, and intervention to be shared with coordinator
- Posting updates and assignments weekly on LMS

- When communicating with students and families, copy coordinator and counselor
- Any student falling behind must be individually contacted weekly by email, phone and/or in person
- Attend department meetings
- Attend VA faculty meetings
- Be available during each VA period for VA tasks including, but not limited to, availability in the classroom and synchronously online
- Proctor assessments (including state tests when necessary)
- Provide pacing plan for each course every semester
- Supplement curriculum as necessary to align with PCHS PLCs
- Facilitate academic seminars with face time at least once a week for all Courses. This may include intervention and/or tutoring
- Attend at least 1 PLC in VA subject matter
- Provide a syllabus for each class that includes but is not limited to class expectations, grading, late and make-up work policies, and teacher contact information

Courses and Curriculum

The VA Coordinator and Administration will recommend and select the platform to be used for VA courses with sufficient time for budget considerations.

A credentialed teacher shall be identified to provide instruction, monitor progress, and support students in the VA program for academic core classes in English, Math, Science, History, and World Language. If an AP class is offered, the instructor must meet College Board requirements as well.

For each VA period that a VA teacher is assigned, with the exception of PE, Health, VAPA, and other elective classes, addressed below, there shall be a ratio not to exceed 35 students:1 teacher. In each assigned VA period, the VA teacher may be assigned up to 3 different courses. If VA enrollment makes it necessary, PCHS may exceed the 35:1 ratio by up to an additional 8 students maximum. In such circumstances, the VA teacher shall be compensated with an additional \$350 for each assigned period in which the 35:1 ratio is exceeded. Eligibility for such additional compensation shall be based on the average of the enrollment numbers at the P1 and P2 grading periods. If the number of courses assigned to a VA teacher in an assigned period exceeds 3, then the VA teacher will be compensated an additional \$1000 per semester for each additional course. For the purposes of this section, AP, Honors and College Prep, and off-track classes shall be considered as separate courses if they are distinct courses in the platform.

For PE, Health, VAPA, and elective classes that do not require lesson planning, there shall be a ratio not to exceed 75 students:1 teacher, per assigned VA period. The 3 course maximum above shall not apply to these VA periods, but the VA teacher should be assigned the least number of courses possible to achieve this ratio. If VA enrollment makes it necessary, PCHS may exceed the 75:1 ratio by up to an additional 15 students maximum. In such circumstances, the VA teacher shall be compensated with an

additional \$350 per semester for each assigned period in which the 75:1 ratio is exceeded. Eligibility for such additional compensation shall be based on enrollment numbers at the P1 and P2 grading periods, whichever is higher.

Students may be scheduled in any class in any period on the students' schedule.

Term of Agreement

This side letter will go into effect upon ratification by the parties, and expire on June 30, 2026, unless mutually extended by the parties.

Authorized Signatures:

Date: August ____, 2023

Date: August ____, 2023

UTLA Representative

PCHS Representative