



Collective Bargaining Agreement

between

Palisades Charter High School

and

**United Teachers Los Angeles –
Palisades Charter High School**

July 1, 2023 through June 30, 2026

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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; 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 other certificated classifications not referred to in Section 1.0; all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of Trustees.

- 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 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 creating such positions. Further, PCHS shall meet and confer with UTLA prior to eliminating any existing bargaining unit positions.

ARTICLE II: EFFECT OF AGREEMENT

- 1.0 Effect Upon Negotiations: By this Agreement, the parties resolve all outstanding bargaining issues between them, and jointly recognize full and complete performance and satisfaction of their bargaining duties except as expressly provided below. This Agreement completes negotiations between PCHS and UTLA for the term hereof and embodies their entire agreement and understanding. However, there shall be negotiations during the term of this Agreement as follows:
- a. The parties agree to potential, limited reopener negotiations and negotiations for a successor agreement pursuant to Article XXV.
 - b. Negotiations regarding the means of compliance with decisions or laws which have invalidated a portion of this Agreement as provided in Section 4.0 of this Article; and
 - c. Any other subjects which UTLA and PCHS may mutually agree to negotiate.
- 1.1 Revisions to the Agreement: As a result of negotiations pursuant to Section 1.0 above, PCHS and UTLA may change or supplement any provisions of this Agreement by mutual written agreement; accordingly, no employee shall be deemed to have a vested right to retain any provision of this Agreement.
- 2.0 Effect Upon Individual Contracts: Any individual contract between PCHS and an employee dealing with services covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any terms inconsistent with this Agreement, then this Agreement shall be deemed controlling.
- 3.0 Effect Upon PCHS Policies and Rules: PCHS may determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any PCHS policies, rules, regulations or procedures, the terms of this Agreement shall prevail.
- 4.0 Incorporation of the Education Code. Unless specified otherwise in this Agreement, the parties agree to hereby adopt and incorporate by this reference into the Agreement all provisions of the existing Education Code that directly or indirectly affect the rights of bargaining unit members.
- 5.0 Separability and Savings: If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In such event, PCHS and UTLA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.

ARTICLE III: CHARTER SCHOOL RIGHTS

- 1.0 General: The intention of this Article is to provide that PCHS retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of PCHS beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of UTLA or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of PCHS under this Article and the rights of UTLA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.
- 2.0 Consultation Rights: Certain of the rights of PCHS set forth in this Article are subject to the consultation rights of UTLA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.
- 3.0 Retained Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by PCHS. Such retained rights include, but are not limited to, the right to determine, establish, change or discontinue, in whole or in part, temporarily or permanently, any of the following matters, subject only to the limitations set forth in the other Articles of this Agreement:
 - a. The legal, operational, geographical, and organizational structure of PCHS, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of PCHS;
 - b. The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
 - c. All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
 - d. The number and location of any PCHS-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;
 - e. The classes to be taught and the other duties and services to be rendered by PCHS personnel to students and to the public, and the support services to be provided to employees and other PCHS personnel; and the methods, personnel, and materials to be utilized in such services;
 - f. Subject to the consultation rights of UTLA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline (subject to Article XXI [Student Discipline, Legal Support, and Property Loss]), food services, student transportation, and the type of extracurricular and co-curricular activities;

- g. Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of PCHS;
- h. Subject to State credentialing requirements, assign personnel to any location and also to any facilities, classrooms, duties, academic subject matters, grade levels, and departments;
- i. Subject to Article XVIII (Class Size), determine the number of employees, and whether and where there is a vacant position;
- j. Subject to Article IX (Hours, Duties, and Work Year), determine the dates, times and hours of operation of any PCHS facility, function, or activity; and
- k. Subject to Article XX (Safety Conditions), determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

4.0 Effect on Grievance Procedure: The contractual rights of UTLA and the employees are set forth in the other Articles of this Agreement, and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article, except under Section 2.0 hereof.

ARTICLE IV: UTLA-PCHS 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 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: 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 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 one elected officer 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 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 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: 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. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. The UTLA Chapter Chair 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, and in meetings relating to discipline as provided in Article XI.
- b. When an employee reports an injury or assault and files the required written report, the 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 Trustees and UTLA), when faculty views are sought by the administration with respect to subject matters

which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chairs are to be treated as the sole representatives of the faculty;

- k. Prior to initiating changes in bell schedules, the Executive Director shall consult with the Chapter Chairs; and
- 9.0 Released Time for Chapter Chairs: Reasonable and adequate release time will be provided to 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 and Co-Chair 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 request to be released during the same period or two separate periods, which shall not be unreasonably denied.
- 10.0 Committee Appointments: If PCHS decides that unit members are to be invited to serve on any PCHS-wide committee (e.g. Personnel Committee, Hiring Committee, Health Benefits, various task forces, etc.), it shall notify the Chapter Chair and specify the background and experience required. 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:
- a. 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 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.
- 11.0 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.
- 12.0 Consultation Rights: PCHS shall, upon request of 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 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.

- 13.0 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.

ARTICLE V: GRIEVANCE PROCEDURE

1.0 Definitions & General Conditions

- a. A grievance is a claim by one or more of the members of the Unit or the Union that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the Unit or the Union.
- b. All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process, including but not limited to those matters for which other methods of adjustment are provided, such as reduction in force and dismissals. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement or any applicable provisions of the LAUSD - UTLA Agreement.
- c. The respondent in any grievance shall be the PCHS Charter School itself rather than any individual administrator. Processing and discussing the merits of a grievance shall not be considered a waiver by the Charter School of a defense that the matter is subject to arbitration or should be denied for other reasons which do not go to the merits.

2.0 Informal Procedure

- a. The grievant shall first discuss the grievance with the Executive Director or immediate supervisor, either directly or accompanied by a Union Representative, with the object of resolving the matter informally. The grievant may, however, authorize the Union Representative to represent him/her. The Executive Director or immediate supervisor may request that such authorization be in writing.
- b. This discussion must be requested within twenty (20) work days of the alleged violation or within twenty (20) days of when the grievant had knowledge of the facts constituting the alleged violation.

3.0 Level 1 Formal Procedure

- a. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) workdays after the informal conference.
- b. Within ten (10) workdays after receipt of the written grievance by the Principal or immediate supervisor, the Principal or immediate supervisor shall meet with the aggrieved and/or the Union Representative, if requested by the aggrieved, in an effort to resolve the matter.
- c. Within ten (10) workdays after receipt of the grievance, or after the Level 1 conference, the Principal or immediate supervisor shall render a decision in writing, together with supporting reasons.

4.0 Level 2 Formal Procedure

- a. Within ten (10) workdays of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Executive Director.
- b. The Executive Director shall, within ten (10) workdays of receiving the appeal, meet with the aggrieved teacher and the Union Representative, if requested by the aggrieved, in an effort to resolve the grievance.
- c. The Executive Director or designee shall, within ten (10) workdays of the meeting in Section 4(b), forward a decision in writing.

5.0 Level 3 Arbitration

- a. If the aggrieved is not satisfied with the decisions of the Level 2, or if no decisions rendered within the time limits specified in Section 4(b), the grievant may request the Union to submit the grievance to arbitration.
- b. If the Union decides to appeal the grievance, notification must be sent to the Executive Director within ten (10) days.
- c. The Union Representative and the Executive Director or designee shall meet within five days of notification (Section 5(b)) to select an arbitrator.
- d. If agreement is not reached within ten (10) days, either party may request the American Arbitration Association (AAA) to submit a list of ten (10) arbitrators qualified to hear the dispute. The parties shall select one individual from the list supplied by the alternate strike method. The parties agree to notify the arbitrator immediately to schedule the hearing.

6.0 Arbitration Hearing

- a. The arbitrator shall convene the hearing as soon as possible, no later than thirty (30) days after his/her selection, to consider evidence and arguments.
- b. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- c. The arbitrator shall forward his/her decision to both parties within ten (10) days after the hearing is concluded or as soon as possible thereafter.
- d. The award to the arbitrator shall be binding on both parties.
- e. The Union and the Employer shall equally share the costs of the arbitration hearing (e.g., arbitrator's fees, court reporter, transcripts, AAA fees, etc.). All other costs shall be paid by the party incurring them.
- f. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

7.0 Individual Grievances

- a. Any members of the bargaining unit may at any time present grievances to the administration and have such grievances adjusted without the intervention of the Union as long as the adjustment is reached prior to level four (4) and the adjustment is not inconsistent with the terms of this Agreement, provided the employer shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.

8.0 General Provisions

- a. Since it is important for grievances to be resolved as quickly as possible, the number of workdays indicated at each level should be considered as a maximum. A "workday" shall be defined as a day in which school is in session. The timelines may be extended by mutual agreement.
- b. In the event a grievance is filed at such a time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon after as is practicable.
- c. If a grievance arises from action or inaction on the part of a member of the administration at the level above the Principal or immediate supervisor, the aggrieved may submit such grievance in writing to the Executive Director and the Union directly, and the processing of such grievance will be commenced at Level 2.
- d. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Union. Time limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.
- e. A reasonable number of Union Representatives shall receive reasonable release time, without loss of pay, leave, or benefits, for the presentation of arguments and testimony of witnesses at grievance hearings, and all other matters related to representation of the grievance. Any unit member, including but not limited to the grievant, who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.
- f. Records of the grievance process shall be kept in a special file, not the employee's personnel file.
- g. Failure to render a decision within the prescribed deadlines shall permit the lodging of an appeal to the next level.
- h. No reprisals of any kind will be taken by the Employer or any member or representative of the administration or the Board against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedure by reason of such participation.

- i. The Union, either on its own behalf or on behalf of one of its members, initiates a grievance at Level 2.
- j. The Employer may elevate any grievance to the Executive Director (Level 2) by written communication to the Union, within the prescribed timelines.

ARTICLE VI: DUES DEDUCTION

1.0 Organizational Security and Membership

- a. UTLA shall have the exclusive right to have membership dues, initiation fees, and general assessments deducted for employees in the bargaining unit by PCHS. PCHS shall, upon appropriate notification by UTLA of written authorization from the unit member, deduct and make appropriate remittance for insurance premiums and other plans or programs jointly approved by the Union and PCHS. Unit members who currently have authorization cards on file for the above purposes need not to be resolicited. Membership dues, initiation fees and general assessments, upon formal written request from the Union to PCHS, shall be increased or decreased without re-solicitation and authorization from unit members.
- b. Any unit member who is a member of the Union or who has applied for membership may sign and deliver to UTLA written authorization for deduction of membership dues, initiation fees, and general assessments of the Union. Pursuant to such authorization, PCHS shall deduct the appropriate amount of such dues from the regular salary check of the unit member. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- c. UTLA may change the amount of deductions made pursuant to this Article by providing PCHS with sufficient notification of the change, to allow for PCHS to make the necessary payroll adjustments, along with a copy of the notification of the change that was sent to affected UTLA members.
- d. Employee requests to cancel or change this authorization shall be directed to UTLA, which shall be responsible for processing these requests. PCHS shall rely were properly cancelled or changed.
- e. With respect to all sums deducted by PCHS as outlined above, PCHS agrees to remit such moneys to the designated UTLA payee within twenty (20) days of the deduction of all sums so deducted, accompanied by an alphabetical list of unit members for whom such deductions were made, including their names, addresses, and work locations, and indicating any changes in personnel from the list previously furnished.

2.0 Indemnification: UTLA agrees to indemnify and hold harmless, PCHS for any loss or damages or legal costs resulting from the operations of this Article. It is also agreed that neither Union nor any employee shall have any claim against PCHS for any deductions made or not made unless a claim of error is filed in writing to the CEO within thirty (30) calendar days after the date such deductions were, or should have been, made. UTLA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with PCHS prior to making any such decision or determination.

ARTICLE VII: NON-DISCRIMINATION

- 1.0 Pursuant to applicable Federal and State laws, PCHS and UTLA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, disability, or political or UTLA affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.
- 2.0 Claimed violations of this Article are to be handled under appropriate statutory and/or judicial procedures rather than under Article V (Grievance Procedure), with the exception of claims of discrimination based upon UTLA affiliation, which are subject to Article V.

ARTICLE VIII: WORK STOPPAGE

- 1.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:
- a. Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and
 - b. Any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.
- 1.1 Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of Article V.

ARTICLE IX: HOURS, DUTIES, AND 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, 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 classroom, building, or office.
- 3.0 Minimum On-Site Obligation: It is understood that all full-time classroom teachers 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 Full time teachers shall have the following on site obligations:

<u>Before Instructional Day</u>	<u>After Instructional Day</u>	<u>Weekly Average Teacher Instructional Minutes</u>
7	6	1550

- 3.2 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.
 - 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. Psychologists and Social Workers are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch).
 - b. Also subject to the hours and duties provisions of subsection b are non-classroom teachers (including but not limited to counselors, "in-house deans," coordinators and advisers) who 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.
 - c. Non-classroom teachers (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, 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.

- 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 180-day teacher work year.

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

- 3.3 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 administration in a reasonable and equitable manner among the employees at the school.
- 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. Under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. Faculty meetings shall take place during zero or 7th period and 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. Employees shall be permitted to participate in discussions during the meetings.

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: Administration shall make a reasonable effort to limit required meeting time on the two pupil-free days at the end of each semester in order to provide time for grading, recording of grades, and other duties. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.

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.

6.0 Preparation Period: Each regular full-time secondary classroom 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 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 provided they use the payroll app/website (ADP) upon departure and upon arrival back on campus..

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 Office Hours

- a. Each PCHS teacher will hold Office Hours 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.
- b. Scheduling: A teacher's office hours will be on the same day each week, 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.
- c. Purpose: Office Hours exist to provide a meaningful 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:
 - 1) 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.
 - 2) 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.).
 - 3) 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 perform 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.

- 8.0 Additional Special Education Non-Classroom Time: 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:
- a. Including the students into general education classes.
 - b. Arranging for team teaching or other flexible scheduling of students within the Special Education program. 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:
- 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.
- 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 will be made as agreed upon by the parties.

ARTICLE X: EVALUATION

1.0 PCHS Mission Statement

- 1.0.1 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.
- 1.0.2 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.
- 1.0.3 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.

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

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

- 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 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 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.

5.0 Performance Objectives and Expectations: 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**.

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

	Administrator/Evaluator	Teacher
May of year before Notification COP	Initial meeting to inform teacher of process and timeline. Provides COP for self-reflection Provides current school goals.	Reflects on COP (Appendix __) and completes self-evaluation on each of the standards.
Weeks 1-10 Initial observations	Assigned administrator completes a minimum of one (1) unannounced walk-through of at least 20 minutes each.	Regular practice and job duties. Completes initial planning sheet.
By week 10 Initial planning meeting	Identifies and discusses elements not observed in walk-throughs. Meets with teacher to	Identifies areas of strength and areas needing growth. Submits the initial planning sheet

Initial planning sheet due Standards of focus established	debrief/reflect. Facilitates identification of areas/standards of focus. Finalize standards of focus.	to administrator. Meets with administrator to establish standards of focus.
Weeks 10-20 Observations	Additional 1+ walk-throughs by assigned administrator 1+ walk-throughs by additional administrator, by request of either party	Regular practice and job duties. Completes mid-year reflection sheet.
Second week of Spring Semester Informal mid-year meeting. Mid-year reflection sheet due at meeting.	Schedules and facilitates mid-term meeting with teacher. Facilitates reflection. Revisit areas of focus and identify areas of growth, development, and needs improvement. Establishes new focus standards, if necessary. Works with teacher to identify strategies to support teacher.	Submit mid-year reflection sheet. Collaborate to establish continuing growth plan. Works with administrator to identify strategies for support.
Weeks 20-40 Observations	1+ additional observations (walk-through and/or bell-to-bell). Schedules meetings with teacher, as needed.	Implements agreed upon strategies for meeting growth targets. Meets with administrator, as needed.
At least 30 days before end of school. Year-end meeting Year-end Reflection due	Meets with teacher for final reflection and evaluation	Completes year-end reflection and establishes continuing professional development plan.

7.0 Evaluation Process

7.1 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.

- 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.

7.2 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. Additional administrators may observe the teacher during the school year, if requested by the assigned instructional leader or the teacher.
- c. If requested by the teacher, a copy of the administrator's post observation notes/conclusions shall be provided to the teacher and instructional leader within ten days of the observation.
- d. At least two 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.

7.3 Weeks 1-10

- a. Observations: Administrator will observe the teacher at least 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.
 - 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.

7.4 Weeks 10-20

- a. Observations: Additional administrators 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.
- 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.

7.5 Weeks 20-40

- a. Observations: 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 ongoing professional development plan for the following year(s) until subsequent evaluation.

7.6 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.

- e. 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. A copy of the Final Evaluation Report shall be placed in the employee's personnel file, and a copy retained by the school. Evaluation forms shall not be considered a public record.

8.0 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.

ARTICLE XI: PERSONNEL FILES AND DISCIPLINE

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. 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 or Notice of Unsatisfactory Performance: Unless the circumstances render it unnecessary, pre-disciplinary documents shall not be issued unless the unit member has been verbally warned about the same or similar conduct. 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 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 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.

3.0 Formal Disciplinary Action — Notices of Unsatisfactory Service or Act, 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, 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.
- c. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final. 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.
- d. Prior to the imposition of 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. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.
- e. The recipient of a 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.
- f. 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. If the employee wishes to obtain review of the decision, a notice of appeal to the office of the Executive Director/ shall be delivered within five (5) calendar days of receipt of the form. Within five (5) calendar days after receipt of the employee's notice of appeal, the 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 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 Executive Director in writing of its intention, 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 suspension shall be considered final.
- g. After the PCHS has issued a Notice of Unsatisfactory Service or Act or a Notice of Suspension to an employee, and upon request of UTLA, PCHS shall furnish UTLA with a copy of any written statements taken of students relating to the matter. PCHS shall not be permitted to have a student witness testify at an arbitration hearing unless UTLA has been provided a reasonable opportunity to interview the

witness at a time reasonably prior to the date of the hearing. 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. UTLA's interview shall be in the presence of a PCHS representative, who would be authorized to terminate the interview in the event of improper conduct of the interviewer. The PCHS representative would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

- h. Any of the disciplinary measures referred to in "a" above may be imposed independently of the evaluation procedures of this Agreement, and independently of statutory suspension/termination proceedings. If a statutory termination proceeding is filed based in whole or part upon the service or conduct which gave rise to a formal disciplinary action under this Article, then any grievance arising under this 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.

5.0 Inadequate Service by Substitutes: See Article XXIII for disciplinary procedures governing Substitutes.

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 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 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. 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.

- e. If it appears to PCHS that the investigation is likely to exceed the above timeline, the HR Department shall, upon the Chapter Chair's request, promptly meet with the Chapter Chair to discuss the reasons for the delay.
- f. 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 position authorized by their credential(s) with due consideration given to the employee's preference.

7.0 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: 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, 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.

ARTICLE XII: ASSIGNMENTS

1.0 Uniform Staffing Procedures:

- a. Creation and Posting of Matrix: Approximately four weeks prior to the day teachers finish service for the school year or four weeks before classes are selected, the Executive Director or designee shall prepare and post a matrix indicating the tentative number of classes for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The 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, 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 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 specific class(es), including classes within a department, classes not assigned to specific departments, and alternative classes such as virtual academy using a teacher preference form or other locally determined method. 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. Assignments: Assignments to department and classes shall be made pursuant to the following procedure
 - 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.
 - 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.

- 3) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein
- 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:
- 1) 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.
 - 2) 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.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
- e. Staffing Procedures After Initial Selection Through The Fifth Week of School: The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before the end of the 5th week of school:
- 1) The Executive Director, or designee, and department chair working together shall reasonably determine who will fill the opening or vacancy.
 - 2) 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.

- 3) If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, substitute, or auxiliary assignment.
- f. Staffing Procedures After the Fifth Week of School: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, substitute, or auxiliary assignments.
- g. Staffing Procedures For Spring Semester: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.

2.0 Department Chairpersons:

- a. Department chairpersons 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 shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the 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. The vote shall be weighted by the number of periods taught by each employee who works in the department. 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.
- b. Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the 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, Class Size.

3.0 Determination of Whether There Shall Be Coordinator or Dean:

- 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 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.
- 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 in an election limited to that purpose.
- e. Coordinators, whether appointed (part-time) or elected (full-time), 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 proceed directly to Level 2 of the Grievance Procedure.

4.0 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 coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

f. Job Description and Eligibility for Election of Full Time Coordinators and Deans:

- 1) 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.
- 2) 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, 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.
- 3) 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 b. above, shall be hired on a year-to-year contract and shall not gain any credit towards permanent status.

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

5.0 Full Time Coordinator Selection Procedure:

- 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.
- 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. The 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.

6.0 Dean Election Procedure

- 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.
- b. 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.
- c. 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.
- d. These elections are to be supervised jointly by the site administrator and chapter chair.
- e. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

7.0 Filling Vacancies After the Fifth Week: If a vacancy occurs in a dean or coordinator position after the end of the fifth week of the semester, the Executive Director (or designee) shall make an interim appointment to fill the vacancy until the end of the semester. Prior to the next semester, 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.

8.0 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.

9.0 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.
- 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 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.
- h. Assignment of Traveling Teachers shall be made in the following order:
 - 1) Qualified volunteers shall be solicited from the department in need.
 - 2) Qualified volunteers shall be solicited from other departments.
 - 3) 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.

ARTICLE XIII: SENIORITY, PROBATIONARY CONTRACTS AND LAYOFF

- 1.0 Granting of Probationary Contracts: Except as expressly limited hereinafter, PCHS shall determine the teaching or service fields in which probationary contracts shall be granted, the number of such contracts to be granted, and the employees who qualify in the teaching or service fields.
 - 1.1 If an opening or vacancy is caused by either (a) a regular employee having been granted a leave of absence of one semester or more, or (b) any other event by which PCHS knows that the opening or vacancy is to exist for one semester or more, the opening or vacancy shall be filled by a contract employee rather than by a substitute or substitute extended employee.
 - 1.2 Part-time (half-time or less) contracts may be offered in the regular program.
 - 1.3 Temporary contracts of up to one school year in duration may, in the discretion of PCHS, be offered to candidates in accordance with the Education Code. At the end of their temporary contract these employees will be notified as to whether they are to be granted probationary status for the ensuing year.
- 2.0 Subjects to Which Probationary Teachers May be Assigned: A probationary teacher may be assigned to teach only in subject(s) or grade(s) for which the teacher is properly authorized by credential or certificate to teach in accordance with the Education Code.
- 3.0 Reductions in Force - Order of Termination:
 - a. PCHS shall determine the teaching or service fields in which a Reduction in Force shall be effected, or, alternatively, PCHS shall determine to effect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by PCHS. If PCHS determines to effect a Reduction in Force in certain teaching or service fields, PCHS shall determine the number of employees to be terminated in such fields. PCHS may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be as set forth in Section 3.0(b) herein. If PCHS determines to effect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, and if it exempts all presently serving employees in a shortage field, it may exempt some or all employees authorized by credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, PCHS may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is "presently serving" in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the most recent "norm date" established by PCHS.
 - b. The order of termination within a teaching or service field in which a Reduction in Force is effected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then

University/Individualized Interns, then PCHS Interns, then Conditional employees, then Probationary 1 employees, then Probationary 2 employees. Ties shall be broken by using the seniority number as described in Section 5.0 of this Article.

- 4.0 Notices of Termination Due to Reduction in Force: A probationary employee subject to termination shall be provided a warning notice regarding the possibility of termination no later than March 15 and a final written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file in PCHS's computer system as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day- to-day substitutes. The notice may provide other information such as the basis for the Reduction in Force and the likelihood of reemployment in the future. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Education authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.
- 5.0 Seniority Date: For all purposes, including assignments and Reduction in Force, an employee's seniority date shall be the first date of hire in LAUSD or the hire date at PCHS, whichever is earlier. For those initially hired in LAUSD, seniority is based on the seniority date assigned by LAUSD.

In the event two or more certificated employees have the same seniority date, seniority among these employees will be established by:

- a) The highest number of years of teaching experience, including years of service at private schools, and in foreign countries.
- b) If a tie remains, then the highest number of semesters of teaching experience will be used to break the tie. Years or semesters of experience do not include summer school or intersession.
- c) If a tie remains, the seniority will be determined by the highest number using the following sum calculation: The sum of the individual digits of the employee's two-digit birthday, two-digit birth month, and four-digit birth year. (e.g. 02/12/1967 = 0+2+1+2+1+9+6+7=28.) If the sum is more than one digit, then the individual digits will be summed, and if that sum is more than one digit the digits will be summed to result in a single digit number. (e.g. 02/12/1967 leads to 28; 2+8=10; 1+0=1.)
- d) If the calculation in section (c) results in the same single digit number for more than one employee, the same process will be used except the four-digit birth year will not be used in the calculation.
- e) If the calculation in section (d) results in the same single digit number for more than one employee, the parties (affected employees, UTLA Chapter Chair, and administrator) will meet prior to the end of the semester to generate a random seniority tie breaker utilizing a calculator with the random digit generation function.

For all purposes, including assignments and Reduction in Force, the Temescal

Academy/SLC (hereinafter "Temescal") shall be considered a separate and self-contained department. Employees assigned to other departments at PCHS shall not be entitled to an assignment at Temescal, and vice versa, but are eligible to apply for vacancies. A teacher transferring to or from Temescal does not get seniority credit for the time spent prior to the transfer until completing his or her second year following the transfer.

- 6.0 Reduction in Force Defined: For the purposes of this Article, a Reduction in Force is defined as a reduction in the number of probationary employees in a teaching or service field so that the number of permanent and probationary employees in that teaching or service field at the effective date of the Reduction in Force does not exceed the number needed in the class. The basis for a Reduction in Force shall be limited to the following:
- a. reductions in program offerings;
 - b. returns from leaves of absence;
 - c. actual or anticipated declines in student enrollment;
 - d. reductions in off-norm positions, including Specially Funded positions;
 - e. reductions in non-classroom positions;
 - f. reductions in permanent certificated positions;
 - g. Changes in class size or norm tables as indicated in Article
- 7.0 Re-employment List: Terminated probationary and permanent employees shall be placed on a PCHS Re-employment List for a period of 39 months from the last day of paid contract service with PCHS. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, PCHS Intern, or conditional status.
- 8.0 Order of Re-employment: Subsequent to a Section 3.0 Reduction in Force, if PCHS determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate PCHS Re-employment List as follows:
- a. Individuals who were permanent employees shall be made offers of re-employment first, followed by Probationary 2, and finally Probationary 1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;
 - b. If an offer of re-employment is not accepted, the individual's name shall be removed from PCHS Re-employment List;
 - c. Individuals re-employed from the Re-employment List shall be placed in the status to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

9.0 Special Services Salary Table - Termination or Reassignment: Employees serving in other than substitute status in positions paid on the Special Services Salary Table shall be subject to termination or reassignment to a lower class, if such exists, due to a reduction in force as follows:

- a. The order of termination or reassignment shall be by status beginning with University/Individualized Intern status employees, then Probationary 1 status employees, then Probationary 2 status employees. Within each status employees with the latest class seniority date shall be terminated first after University/Individualized Intern status employees. Ties shall be broken by using the seniority number as described in Section 5.0 of this Article.
- b. Employees affected by a reduction in force under this Section will be reassigned to the highest classification previously held, if such exists, or to positions for which they are certificated and qualified as determined by PCHS, or terminated if such employees are not qualified for other any position held by an employee with less seniority. Such employees will displace employees with lower seniority in that classification, provided that such displacement shall not result in the termination from PCHS employment of an employee who has greater PCHS seniority.

9.1 Employees terminated under this Section may be re-employed in the former higher class as follows:

- a. Individuals who were Probationary 2 employees shall be made offers of re-employment followed by Probationary 1 employees respectively. Within each status the individuals with the same class seniority date shall be re-employed in the inverse order of their termination;
- b. For purposes of this Section a class seniority date shall be the date upon which service was first rendered in probationary or qualifying status in that class. Such service shall not include any substitute service which was later deemed to be probationary or qualifying service.

10.0 Reduction-in-Force for Counselors:

- a. It is understood that all counselor positions are currently filled with either of the following:
 - (i) by employees who have both a PPS credential and a teaching credential (the "counselor-teachers"), who have been assigned to a counselor position on a "limited ongoing" basis with earned seniority as teachers; or
 - (ii) by employees who have solely a PPS credential (the "PPS-only counselors"), who have earned seniority only as counselors.

In the past, when faced with the need to impose a reduction-in-force (RIF) of counselors, PCHS has chosen to reassign counselor-teachers to teaching positions in order to avoid the layoff of PPS-only counselors whose credentials preclude their reassignment to non-counselor positions. This has resulted in the retention as counselors of employees with lower PCHS seniority rights than the reassigned counselor-teachers.

- b. Without affecting in any other way the rights of PCHS to select, assign and reassign counselors pursuant to Article III, for any other reason not prohibited by this Agreement, it is agreed that solely for purposes of RIFs of counselors PCHS shall not use its reassignment rights to avoid layoffs. PCHS shall instead place all employees then serving as counselors (without regard to whether they have credential rights in other fields) on a single seniority list, and then reduce the counselor ranks as required pursuant to the Education Code and/or this Article. Thus, those counselors with the most recent PCHS seniority date will be reduced first, and whatever bumping rights they may have into other classifications will be determined by Code, seniority and credentials.
 - c. It is understood that all RIFs of counselors will continue to be handled pursuant to statutory procedures and/or the procedures of this Article, and the above agreement covering counselors is not intended to add to or change the statutory and contractual jurisdiction for such cases, but is instead intended solely as a restriction upon PCHS assignment/reassignment rights in the limited context of implementing a RIF.
- 11.1 Probationary employees shall be entitled to re-employment rights as established by the authority (Education Code or this Article) under which the termination was effected. Subsequent suspension of this Article shall not adversely affect re-employment rights to which the employee was eligible at the time of termination.
- 12.0 Non-reelection of Probationary Unit Members: Notice of non-reelection from probationary employment with PCHS must be provided by the Executive Director no later than 14 calendar days prior to the effective date of non-reelection. A warning notice regarding the possibility of non-reelection must be provided no later than March 15. Non-reelection may be without cause provided the aforementioned notice requirements are met by PCHS.

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.
- a. 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 to ensure compliance with the California Family Rights Act ("CFRA") and the Family and Medical Leave Act ("FMLA").
 - b. 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.
- 4.0 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 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.
- 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 due to illness, must make every reasonable effort to notify the 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.

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 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.

a. 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):

- a. 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.
- b. 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.
- c. 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:

- a. 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.
- b. Eligibility: Eligibility will be limited to bargaining unit members with permanent or probationary status.
- c. Paid Leave:

- 1) 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.
- 2) Eligible employees are entitled to take one 12-workweek period of paid Child Care leave during any 12-month period.
- 3) 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.
- 4) 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.
- 5) A workweek is a week in which the employee is normally scheduled to work.

d. Unpaid Leave:

- 1) 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.
- 2) 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.

- a. 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.
- b. 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.

- c. 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 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.
- d. An exception to the "active employee" requirement of Sections 12.1 and 12.2 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:
 - 1) The employee holds probationary or permanent status.
 - 2) The employee did not carry over any full pay illness hours from the previous year.
 - 3) The employee has on file an illness leave request satisfying the requirements of this Article.
- e. 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.
- f. Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Extended illness/injury leave days shall not be cumulative from year to year.
- g. 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. 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 12.1. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).
- h. 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.

- i. An employee absent from duty for any illness, injury, or other disability for more than 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.
- j. 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 consecutive 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.
- k. 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.
- l. 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.

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.
- h. 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.
- i. 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)

- a. 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:
- 1) 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);
 - 2) 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;
 - 3) Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
 - 4) 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);
 - 5) Religious holiday of the employee's faith;
 - 6) Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
 - 7) 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.
 - 8) 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:
 - a) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
 - b) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the School; and
 - c) The employee must return to work in cases where it is not necessary to be absent the entire day.
 - 9) Conference or convention attendance pursuant to this Article;
 - 10) 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;
 - 11) Up to four hours of paid personal necessity leave and up to thirty six (36) additional hours of 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.

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

- 1) Except as in I., 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.
- 2) 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.
- 3) The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.
- 4) 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.

c. 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.

- 1) Personal leave may be used for any purpose which the employee deems sufficiently important.
- 2) An employee shall notify the Executive Director at least four (4) days in advance of taking such leave.
- 3) 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.

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%);
- 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)

- a. Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.
- b. 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.
- c. 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.
- d. 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).

- 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 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. If a complimentary partner 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 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.

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.

20.0 Reduced Workload Leave: A reduced workload leave shall be granted annually to a permanent full-time employee 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.

- a. Required Conditions: a reduced workload assignment is available provided all the following conditions are met:
 - 1) The employee shall submit a request annually to the PCHS 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.
 - 2) The employee has reached age 55 prior to the school year during which the leave is effective.
 - 3) 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.
 - 4) 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 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. The leave shall be the equivalent of one-half of the number of hours of service required by the employee's current assignment. 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.

- 5) 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.
 - 6) 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.
- b. 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.
 - c. The period of service and leave under half-time and reduced work load leaves may qualify for salary step advancement under 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"). 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.

ARTICLE XV: SALARIES AND STIPENDS

1.0 Compensation

1.1 The PCHS-UTLA salary schedules are set forth in Appendix A. For newly hired employees, initial placement on the salary schedule shall be based on verifiable, credited years of experience and semester units as set forth in section 3.0 below.

- 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 1.1(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 1.1(b), above, the chart in subsection 1.1(b), above, will apply and determine the increase to the certificated salary tables.
- d. The salary increase formulas in subsections 1.1(b) and 1.1(c) will not result in a decrease in salary from the previous year.

1.2 Degree Stipends:

- Master's: \$2000/year
- Doctorate: \$3000/year

1.3 PCHS shall reimburse unit members up to \$1500 for completion of BTSA requirements to receive a clear credential.

1.4 The Differential and Stipend Schedule is set forth in Appendix **IX**.

1.5 With regard to leadership stipends (Department Chair, Lead Coordinator, Program

Chairperson, Small Learning Community Leader), a unit member may only receive a maximum of one (1) such stipend per person per year. If a unit member serves in two capacities, only the highest paid leadership stipend applies.

- 1.6 Professional Rate (tutoring, curriculum development, PLC/SLC summer work, non-mandatory PD, etc.): \$50 per hour.

2.0 Salary Schedule Advancement

- 2.1 Salary schedule advancement is based on semester units (or the quarter unit equivalent of semester units) for undergraduate or graduate level courses, taken at accredited colleges or universities, which are directly related to subjects commonly taught at PCHS or as part of a broader education program such as BTSA, first aid, CPR, etc.).
- 2.2 Classes taken at a community college must be UC/CSU transferable.
- 2.3 LAUSD-Approved Salary Point Credit courses and distance learning programs shall be allowed.
- 2.4 The employee must provide official transcripts to Human Resources showing a grade of at least "C," "Pass," or better, or an official certificate of successful completion of coursework or training.
- 2.5 Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.
- 2.6 Credit will not be given where the course was taken during paid time or where PCHS paid the tuition and/or costs.
- 2.7 Credit will not be given for coursework completed prior to the earning of a Bachelor's degree, with the exception of pre-Bachelor's degree coursework towards the earning of a preliminary credential in a CTC-accredited blended program, in which the unit member earns their Bachelor's degree and teaching credential upon graduation from the program, or if such pre-Bachelor units are later applied towards an earned graduate degree. In such circumstances, only coursework units explicitly identified as credential or graduate degree requirements shall be credited. It is the employee's responsibility to provide the required evidence to the School.
- 2.8 Credit will not be given for professional development projects, travel, or work experience.
- 2.9 The effective date of the schedule advance will be the beginning of the employee's first pay period after the employee submits verifying documents to the School.

3.0 Salary Step Advancement

- 3.1 An employee not on the maximum step of the schedule shall receive a step advancement effective at the beginning of the employee's regular annual assignment basis in accordance with the following:
 - a. The employee must have been paid for service or for leave the number of hours corresponding to 130 full-time days during the previous school year.

- b. Time on leave serving as member of legislative body, the military, or other approved leave to work at another shall as paid time for the purposes of salary step advancement.

3.2 Eligibility for Career Increments

An employee being paid on the maximum Step and Schedule of the salary table is eligible for a career increment as soon as the requirements set out below are met:

- a. To be eligible for the first career increment, the employee must have met step advancement requirements for five years (steps 10 - 14) while allocated to the maximum schedule (+98 units) of the salary table.
- b. To be eligible for the second career increment, the employee must have been paid on the first career increment for five years while meeting step advance requirements.
- c. To be eligible for the third career increment, the employee must have been paid on the second career increment for five years while meeting step advance requirements.
- d. To be eligible for the fourth career increment, the employee must have been paid on the third career increment for five years while meeting step advance requirements.

4.0 Initial Rating-In

Credit for prior years' experience for placement on the salary schedule for unit members new to PCHS shall be granted as follows:

- 4.1 Allocation to Certificated Salary Tables: Unit members serving under regular credentials who are assigned to positions on the salary table shall be allocated as follows:
- a. Certificated experience under contract at a U.S. public accredited K-12 school: a maximum of ten (10) years is creditable.
 - b. Certificated experience under contract at a U.S. private accredited K-12 school: a maximum five (5) years is creditable.
 - c. Other teaching experience, including but not limited to Peace Corps, is creditable in discretion of PCHS up to a maximum of two (2) years.
 - d. Teaching year is defined as working at least 75% of the instructional year from July to June.
 - e. Initial column placement shall be determined using the above criteria from the following table:

Years of Experience	Step
0	1
1	2
2	3

3	4
4	5
5	6
6	7
7	8
8	9
9 or more	10 maximum

- f. For the Special Services Salary Table, a maximum of seven (7) years is creditable.

4.2 Allocation to Intern Salary Table:

Unit members serving under alternative credentials (including but not limited to interns) shall be allocated to the Intern Salary Table as follows:

Initial column placement shall be determined using the criterial in Section 4.1 from the following table:

Years of Experience	Step
0	1
1	2
2	3

5.0 National Board Certification (NBC) Differential

Unit members who work directly with students on a daily basis in a classroom setting who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS) are entitled to additional compensation, which shall be implemented in the following manner:

- 5.1 Upon completion of up to 92 additional hours of activities pre-approved by PCHS, a qualified unit member shall receive compensation at their daily rate equal to seven and one-half (7 ½ %) percent of their base salary, payable in the form of a stipend. Teachers must keep track of their hours on the form provided by PCHS and turn it in to their supervising administrator upon completion of each pre-approved activity. Teachers must work in the classroom for a minimum of five (5) out of eight (8) periods to earn 100% of the 7.5% increase in compensation.
- 5.2 Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher will receive 50% of the 7.5% for completing 46 required additional hours of work.
- 5.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.
- 5.4 PCHS and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement. Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and PCHS. One additional committee member may be appointed by mutual agreement of the committee.
- 5.5 Those National Board Certified teachers who serve as department chairs at part

of their 92 hour commitment do not receive a chair stipend.

6.0 Payroll Errors

6.1 Salary Overpayments:

For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, the normal limit on repayment deductions will be \$200 per pay period or twelve (12) equal installments whichever is greater. However, in such cases the repayment may be accelerated upon termination of paid status. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment may be as much as the entire amount. In such cases, however, PCHS will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

6.2 Salary Underpayments and Correction:

If PCHS fails to issue a scheduled regular pay warrant, or makes an error due to problems involving assignment, time reporting, payroll processing or the like, the error will be corrected within three (3) business days.

6.3 Limitations Upon Recovery:

Any payroll or other salary errors claimed by an employee against PCHS in a timely manner as provided in the grievance procedure of this Agreement, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, PCHS shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

7.0 Auxiliary Teachers

An auxiliary teacher is a secondary school teacher assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate derived from their regular scheduled tenths pay period rate. Auxiliary teachers shall be paid for one hour per instructional day per auxiliary period assignment. For purposes of compensation, employees who are absent for an entire instructional day of the work week will not receive their hour of auxiliary pay (or two hours for those who hold two auxiliary period assignments) for the day(s) they are absent. Assignment as an auxiliary teacher may be terminated at any time.

8.0 Replacement Teachers

Replacement service is service rendered by a teacher in place of another teacher who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular scheduled hourly per diem rate. Such pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is

authorized by PCHS. Replacement service shall be in accordance with the following provisions:

- 8.1 A teacher shall receive his/her hourly per diem rate for the amount of time for which the absent teacher would be paid if coverage is for the full period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve (12) per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;
- 8.2 Replacement service for less than a full period will be compensated for the time served, but replacement service representing less than .25 of a full hour (fifteen (15) minutes) of compensation will not be reported – unless the replacement service is provided at the very beginning of the instructional day, in which case compensation will be reported to the nearest 0.1 of a full hour (six (6) minutes). Whenever replacement service is rendered in place of another teacher whose absence is being reported as illness or personal necessity under Article XIV, the teacher receiving replacement service will receive compensation for the same amount of time for which the absent teacher is receiving compensation pursuant to the paid leave of absence.

9.0 Retirement Bonus

Employees who were employed by LAUSD for 1992-93 at PCHS prior to charter conversion, and remained at PCHS through charter conversion, shall receive a lump sum bonus when they retire from PCHS (on an STRS-eligible basis) commencing July 1, 1994 or thereafter. Upon retirement, the employee shall be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement date by 20.4.

ARTICLE XVI: HEALTH AND WELFARE BENEFITS

- 1.0 Health & Welfare Committee (HWC): Effective June, 2009 the parties agree to establish a Health & Welfare Committee (HWC) comprised of representatives of PCHS administration and all employee groups including UTLA to evaluate and make recommendations regarding health and welfare packages. The number of PCHS-UTLA members on the HWC will not be exceeded by the other bargaining units but will comprise at least 40% of the HWC. The PCHS-UTLA Chapter Chair will select at least 50% of the UTLA bargaining unit members of the HWC.
- 2.0 Provision of Health Benefits: PCHS will provide full employer-paid health and welfare benefits for the following plans to eligible employees, their spouses or qualified domestic partners as follows:

[NEED TO CHECK IF THESE PLANS ARE CORRECT]

- Kaiser – High
- Anthem Blue Cross Select HMO – High
- Anthem Blue Cross PPO – Low
- Deltacare PPO 1000
- VSP Vision
- \$50,000 Group Term Life Insurance

Employees that select the “Anthem Blue Cross PPO = High” plan will pay the difference in excess of the “Anthem Blue Cross PPO = Low” plan

- 3.0 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan for every unit member who is assigned three periods or more of a full-time assignment. As a condition to receiving health benefits, a substitute must have worked 100 fulltime equivalent days in the past year and remain in paid status. Substitutes qualifying for health benefits shall be eligible to enroll in the California Care 57AHBJ Active (Value 30/40/500/day); Chiro \$10/30 (OSDP); Anthem 200/10-35 (ODSP) plan or reasonable equivalent. Notwithstanding the above, any substitute who has received benefits for each of the past five (5) years is eligible for any health plan that is available to full time employees.
- 4.0 Retirement Health Benefit Coverage:

Eligibility Requirements: Subject to the requirements and conditions of this Article, eligible employees who retire from the School receiving a PERS/STRS allowance shall be eligible for School-paid hospital/medical, dental and vision coverage.

Conditions on Retiree Benefits: For the purposes of this section, the following conditions to eligibility for retiree health benefits apply:

- (a) In the event PCHS suffers a financial crisis as defined by the School’s Budget and Finance Committee and certified by the Board, the chapter chair will be notified in a timely manner and the parties will meet to discuss this article and potentially renegotiate retiree benefits.
- (b) If PCHS ceases to exist, all obligations of PCHS to provide such retiree benefits

terminate except in so far as a retiree health benefits trust is established by PCHS, and subject to any conditions applicable to such trust, any funds contributed by PCHS to such trust are irrevocable and will be utilized to fund the cost of retiree benefits for eligible unit members until such funds are exhausted. PCHS will provide annual notification to employees informing them of the financial condition (assets and liabilities) of the retiree health benefits trust.

- (c) If government sponsored health care (non-disability or retiree based) becomes available, retirees must enroll in and treat such insurance as their primary coverage those parts of government sponsored health care for which the retiree is eligible.

5.0 Eligibility/Service Requirements for Retiree Benefits

To ensure continuity of coverage for employees previously covered by the LAUSD health benefits plan the parties agree to the following eligibility/service requirements for retiree health benefits. To be eligible for retiree benefits from PCHS, the employee must meet the following eligibility/service requirements:

- 5.0.1 A qualifying year consists of a school year in which the employee was in paid status for at least 100 fulltime equivalent days per year and was eligible for School-paid insurance coverage.
- 5.0.2 The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service.
- 5.0.3 For employees hired by LAUSD prior to March 11, 1984, who continuously served and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
- 5.0.4 For employees hired by LAUSD on or after March 11, 1984, but prior to July 1, 1987, who have received continuous coverage under the LAUSD health benefits plan and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
- 5.0.5 For employees hired by LAUSD on or after July 1, 1987, but prior to June 1, 1992, who have received continuous coverage under the LAUSD health benefits plan and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, and have fifteen (15) consecutive years of qualifying service immediately prior to retirement or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive shall be required in order to qualify for retiree health benefits for the life of the retiree.
- 5.0.6 For employees hired by LAUSD on or after June 1, 1992, who have received continuous coverage under the LAUSD health benefits plan and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, years of qualifying

service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.

- 5.0.7 For employees hired by PCHS on or after July 1, 2003, but before July 1, 2009, who have received continuous coverage under the LAUSD health benefits plan, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.
- 5.0.8 For employees hired by PCHS on or after July 1, 2009, retiree health benefits will not be provided. Nonetheless, it is the hope of the parties to continually review and revisit such matters to assess the viability of providing some form of retiree health benefits for such employees in the future.
- 5.0.9 In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in and treat as primary coverage those parts of Medicare for which the retiree is eligible.

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 an administrator, a bargaining unit member, or a 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 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;
 - d. 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;
 - e. 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;
 - f. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
 - g. 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:
- 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;

- b. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
- c. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time; and professional development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and
- d. 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). . 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 Executive Director.

The scheduling of banked professional development shall be incorporated into the development of the annual calendar in accordance with section 11.0, 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.
- 4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted, 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 Professional Development Advisory Committee.

ARTICLE XVIII: CLASS SIZE

1.0 PCHS shall maintain class size, as follows:

- a. Academic & Elective classes: 38 average, 40 maximum.
- b. Virtual Academy: See Side Letter of Agreement, attached as Appendix ____.
- c. Pali Academy: 38 average, 40 maximum.
- d. Physical Education: 55 average, 65 maximum.

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

2.0 Definitions:

- a. "Academic classes" are those in English Language Arts, Math, Social Studies, Science, and Foreign Language.
- b. "Elective classes" are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

3.0 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.

ARTICLE XIX: SUMMER SCHOOL

- 1.0 General: 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 summer school and/or extended learning program was in session, shall be considered to have taught for the purpose of determining priority rating.
 - d. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.
- 2.0 Eligibility: Teaching Experience: 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 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. An employee who is on leave from PCHS for the semester prior to the summer session is not eligible for assignment.
 - b. 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 summer session assignment except as a last resort (i.e., no other eligible applicant).
- 3.0 Selection: 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 showing the specific courses and/or Special Education programs that are planned to be offered (listed by subject field), along with instructions on how to apply for a summer assignment.
- a. Employees shall be selected 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 than there are positions available, PCHS seniority shall determine the selection. Ties in PCHS seniority shall be broken under the provisions of Article XIII, Section 5.0.

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

4.0 Displacements: In the event of low enrollment, teachers shall be released within a program or subject field based on PCHS seniority within the priority categories, beginning with the lowest priority.

5.0 Salary: Summer session 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.

- a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program, shall be paid at their regular hourly rates.
- b. Employees shall be paid only for the actual days/hours of the summer session 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.

6.0 Hours and Duties: Summer session 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 teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

7.0 Selection - Special Education 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.

8.0 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, whichever is earlier. Any other alleged violations of this Article may be processed using the normal timeline of Article V.

9.0 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:
 - (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).

10.0 For any training required of these programs, the teacher will be compensated at the professional development rate.

ARTICLE XX: SAFETY CONDITIONS

- 1.0 General: With faculty participation, PCHS shall develop (and annually review) its School Emergency Operations Contingency Plan and current Safe School Plan for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.
- 1.1 It is PCHS's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within PCHS. PCHS shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.
- 1.2 PCHS shall establish a School Safety Planning Committee. The UTLA Chapter Chair/designee may choose to be a member of the committee. With faculty participation, the School Safety Planning Committee shall develop (and annually review) a current Safe School Plan for distribution to each employee. The plan is expected to cover contingency plans including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. The plan shall also include procedures for the release of employees from the site. When preparing the plan, the Committee shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plan referenced above shall be reviewed and whatever training is required by the plan shall take place.
- 1.3 PCHS shall conform to and comply with all other health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et. seq.), Chapter 2 of Part 19 of the California Education Code relating to School Safety, Article 3.6 (commencing with Sections 32228, and Article 3.8 (commencing with Section 32239.5). Recitation of these and related laws herein is for reference only and *not* for purposes of incorporation into the Agreement.
- 1.4 In addition to the Special Grievance Procedures contained in Section 4.0 of this Article, other avenues of inquiry, complaint and appeal regarding health and safety issues exist in PCHS, including but not limited to processes contained in the employee handbook and Williams Complaint Procedures.

- 1.5 PCHS shall make available to UTLA information, rules and templates related to the California Administrative Code, Title 8, Section 3203 requirements regarding an injury and illness prevention program.
- 1.6 PCHS shall provide reasonable packing and moving assistance to any employee who is required to vacate his/her classroom or worksite for safety-related reasons.
- 1.7 No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the policies/procedures referenced in section 1.7 above, or through Article V (Grievance Procedure) and not under Section 4.0 of this Article. Once an employee chooses which process to utilize (policies/procedures or Article V), this shall be his/her exclusive forum.

2.0 Environmental, Health, Safety and Violence Prevention Joint Committee

- 2.1 A PCHS Environmental, Health, Safety and Violence Joint Committee shall be established with no more than five (5) appointees by each party. A Committee Chair shall be appointed by the Committee. UTLA representatives on the Committee/Task Force will be released pursuant to Article IV, Section 4.0. This committee shall review environmental, health, safety and violence prevention issues that may have an impact on PCHS worksites and employees. Except in situations requiring immediate action for environmental, health, safety, or violence prevention reasons, PCHS shall, prior to implementation of new or revised policies and rules, discuss them in this Committee.
- 2.2 It is the intent of the parties that the Committee forward recommendations, if any, to PCHS and the Union regarding mitigation strategies and courses of action to address issues of concern as determined by the Committee with regard to environmental health, safety and violence prevention. This shall occur within six months of the first meeting of the Committee following contract ratification, or at such other time as determined by the Committee.

3.0 Renovation, Modernization

- 3.1 PCHS will notify UTLA of community outreach meetings at which potential new sites are to be discussed.
- 3.2 UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to PCHS regarding construction and remodels of or renovations/new additions to the school ("school construction").
 - a. It is the intent of the parties that the individual(s) serving in this capacity will become familiar within areas related to school construction and serve as information conduits between PCHS and unit members.
 - b. It is the intent of the parties that such individual(s) will have the opportunity for ongoing consultation with designated PCHS personnel regarding matters related to school construction.

- 4.0 Special Grievance Procedures: If, after giving notice to the Executive Director, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article V). Within two (2) days of receiving the grievance, the Executive Director shall meet with the grievant in an attempt to resolve the matter, and by the end of the next day the administrator shall issue a written response to the grievant. Within two days after the Executive Director's decision is announced, UTLA must, if it wishes to arbitrate the matter, notify PCHS of its intention. UTLA and PCHS shall then select an arbitrator and calendar the dispute for expedited arbitration. In view of PCHS's limited available funds and the need of PCHS to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed \$25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed \$25,000, he/she shall not include any remedy in the award, which shall then be forwarded to the Committee set forth in section 3.0 of this Article. The Committee shall make a joint recommendation for resolution of any unsafe or hazardous condition identified by the arbitrator and make its recommendation to both the Executive Director and the UTLA President within fourteen (14) work days of receipt of the arbitrator's decision.
- 5.0 Emergency Closure: In the event PCHS is closed due to an emergency the employees shall, typically, be reassigned on a temporary basis to another location. If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.
- 6.0 Employee/PCHS Responsibility: Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Upon notification, PCHS shall take immediate steps to investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

ARTICLE XXI: STUDENT DISCIPLINE, LEGAL SUPPORT, PROPERTY LOSS

- 1.0 Codes of Student Conduct: It is the intention of the parties that teachers and administrators work in a mutually supportive manner to maintain proper student discipline. There are two levels or sources of student disciplinary rules:
 - a. In order to improve consistency and accountability in student discipline, PCHS shall develop and issue (and may revise from time to time) a PCHS-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process; and
 - b. A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with PCHS-wide and local school rules.
- 1.1 PCHS shall annually, at or soon after the start of the school year, post and distribute rules of student conduct to students, parents, teachers and staff. Any later changes to such rules shall also be posted and distributed.
- 1.2 Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the Executive Director or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.
- 2.0 Student Suspensions: In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. However, this is not to suggest that teacher-imposed suspensions from class are to be the sole, or even typical, remedy for such offenses. Many of these offenses are likely to result in imposition of more extended administratively-imposed suspensions, criminal proceedings and/or expulsions. Therefore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:
 - a. Disruptive behavior or willful defiance of valid authority;
 - b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
 - c. Causing, attempting or threatening violence or physical injury;
 - d. Theft or damage to school property or personal property;
 - e. Extortion or robbery;
 - f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
 - g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
 - h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;

- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
 - j. Falsely reporting a fire or bomb.
 - k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
 - l. Knowingly receiving stolen school property or private property.
 - m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
 - n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- 2.1 Teachers who choose to impose suspensions from their class shall immediately report same to the Executive Director and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.
- 2.2 Prior to or upon the student's return to the classroom, a copy of PCHS's documents applicable to the act for which the student was suspended, including corrective action taken, shall be provided to that student's teacher(s).
- 3.0 Legal Assistance and Support: If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, PCHS shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Education may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.
- 3.1 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request PCHS to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, PCHS may bring such a legal action to recover damages.

4.0 Notification to Teacher Regarding Past Misconduct by Student: Pursuant to Education Code Section 49079, when a teacher is regularly assigned a student who during the previous three years engaged in the misconduct described below (or who PCHS reasonably believes has so acted), PCHS shall make a good faith effort to inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records PCHS maintains in its ordinary course of business or has received from a law enforcement agency. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.

5.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall PCHS reimbursement exceed \$1000, except that the Board of Trustees may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

a. PCHS shall pay the cost of replacing or repairing:

- (1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
- (2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
- (3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other PCHS premises or the site of authorized PCHS activities; or
- (4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

b. Items damaged beyond repair or stolen shall be at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

e. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Executive Director within 60 calendar days of the loss.

- f. In the event the employee receives payment from PCHS pursuant to this section, PCHS shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.
 - g. If the Executive Director denies a claim, an employee seeking review may file a grievance pursuant to Article V.
- 5.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle: PCHS shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.
- 5.2 In instances where student transportation is not available through routine sources such as parents, PCHS transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.
- 5.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.
- 5.4 The responsibility of PCHS with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 4.0 above.
- 5.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement.
- 5.6 Student Expulsion: If the principal reasonably determines that an intentional and deliberate assault and/or battery has occurred causing serious physical injury to the employee, or if the assault and/or battery involved a weapon, or is a sexual assault and/or battery, the principal shall recommend the expulsion of the student and the incident is to be reported to the appropriate law enforcement agency. Pursuant to applicable PCHS policy and State and Federal law and actions of the appropriate law enforcement agency, the principal shall:
- a. Recommend the expulsion of the student.
 - b. Suspend the student and provide for an alternate placement of the student pending expulsion.

Any decision as part of an arbitration in this matter may only result in a determination if the above terms have not been followed and may not affect any student discipline action.

Nothing in this section shall limit, circumvent, or restrict the student's right to participate in the expulsion process as defined by Ed. Code 48918.

ARTICLE XXII: ACADEMIC FREEDOM

- 1.0 Lesson Content: In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:
- a. is appropriate to the age and maturity level of the students;
 - b. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and
 - c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.
- 1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:
- a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;
 - b. the educational value of the proposed program or address; and
 - c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in Section 1.0 above. If the proposed guest speaker meets all of the criteria of 1.0 and 1.1 except 1.0c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).
- 1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other PCHS administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.
- The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the PCHS Board of Trustees.
- 1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the

grievance procedure for matters which are otherwise grievable under Article X (Evaluation) or Article XI (Discipline & Personnel Files).

2.0 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and PCHS as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

- a. If the materials were developed by the employee as a project commissioned by PCHS, or in fulfillment of a specific job assignment, the materials are the exclusive property of PCHS. (e.g., a course outline developed by a teacher on special assignment for that purpose).
- b. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but PCHS shall be deemed a licensee (without fee) for purposes of internal PCHS use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to PCHS).
- c. If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of PCHS resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior PCHS experience).
- d. Before an employee or PCHS utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of PCHS and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

3.0 Determination of Grades: The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by PCHS except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current PCHS grading policies, procedures and criteria adopted in accordance with Education Code Sections 49066 and 49067.* A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of Article V.

4.0 Marking Practices and Procedures: In order to define expectations and provide a shared language for discussing student learning, marks and grading practices will be aligned to student performance on the California content standards and will conform to the following expectations:

- a. Marking Practices for Report Cards and Progress Reports

- 1) Marking practices are to reflect individual student performance and progress toward mastery of the standards. A student's mark may not reflect a comparison of that student's performance with the performance of other students.
- 2) Standards-based instruction and the concept of mastery of standards leads to a marking system that reflects the notion that all students can learn. This is a shift from a competitive system in which there are few available high grades in each course to a system in which all students are expected to master the content standards.
- 3) Marks reflect a student's individual achievement toward mastering the standards. At the beginning of the school year, each classroom teacher is to provide students and parents with the course description or syllabus, a list of the standards addressed in the course, and the Criteria for Marks.*
- 4) Academic marks reflect multiple measures of performance and a variety of assignments that demonstrate progress toward and mastery of California content standards.
- 5) Class work, homework, and other assignments that are taken into consideration for the progress report mark are to be graded, recorded, and returned to students within a reasonable time. The criteria for determining "reasonable time" might include students receiving an evaluation of their work allowing enough time to prepare for assessments and prior to issuing an academic mark, along with the complexity of the assignment and the individual teacher's workload.
- 6) Meaningful homework is an extension of the class work and is aligned to the standards for the course. Homework emphasizes quality rather than quantity and should be reflected in the progress report mark.

b. Recording of Grades

- 1) For every course, a minimum of one performance mark reflecting progress toward mastery of standards for every five class-hours of instruction is to be recorded in the Infinite Campus system.
- 2) All grades shall be entered into the Infinite Campus system within a reasonable time period after the work is graded, as determined by the nature and complexity of the assignment as well as the schedule and workload of the teacher. For the 2012-13 school year the parties recognize the learning curve associated with the implementation of the Infinite Campus system, and that a delay in recording of grades in the system may occur when assistance is needed and sought by individual unit members.

*The principal reference for grading criteria is: Marking Practices and Procedures in Secondary Schools, Instructional Services BUL-1353.1 (December 23, 2005)

ARTICLE XXIII: SUBSTITUTES

ARTICLE XXIV: MISCELLANEOUS

- 1.0 Counseling Services: All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, PCHS shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. However, employees performing educational counseling services as of January 1, 1987 shall be permitted to continue with such services if so assigned, but shall be limited to one or two periods of counseling duties, if they have not yet obtained a PPS credential. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized Board-approved advisory program. Any advisory program to be implemented by PCHS must be agreed upon by both UTLA and PCHS.
- 2.0 Special Education Facilities: When locating and utilizing classrooms and facilities PCHS shall make a reasonable effort to avoid segregation of disabled and special education students from regular program students.
- 3.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for Mild-Moderate and Moderate-Severe teachers during the school year, PCHS shall provide reasonable assistance for moving heavy equipment and supplies.
- 4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at PCHS.
- 4.1 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, PCHS shall develop procedures for special education teacher participation.
- 5.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the Executive Director with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the Executive Director and teacher to discuss the issue. If such a meeting occurs, the Executive Director or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.
- 6.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable manner. Employees shall also have equal access to on-site parking spaces, except that parking spaces are to be reserved as follows:
 - a. For identified disabled staff members and for disabled visitors as provided by law.
 - b. For the school nurse, near the school entrance.

- c. No more than three spaces shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.

ARTICLE XXV: TERM AND RENEGOTIATION

1.0 Term and Reopeners:

- a. 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.
- b. 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.
- c. 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.

AUTHORIZED SIGNATURES

Date: _____

Date: _____

Steve Klima, UTLA-PCHS

Martha Monahan, PCHS

Dave Suarez, UTLA-PCHS