AGREEMENT BETWEEN PACIFIC COLLEGIATE SCHOOL

&

UNITED PCS

JULY 1, 2022 TO JUNE 30, 2025

Table of Contents

ARTICLE 1 – AGREEMENT	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 -TERM OF AGREEMENT	3
ARTICLE 4 - UNION RIGHTS & UNION DUES	4
ARTICLE 5 - MANAGEMENT RIGHTS	7
ARTICLE 6 - GRIEVANCE PROCEDURES	8
ARTICLE 7 - EVALUATION AND DEVELOPMENT	10
ARTICLE 8 - EMPLOYMENT STATUS & DISCIPLINE/DISMISSAL	18
ARTICLE 9 - LEAVES OF ABSENCE	22
ARTICLE 10 - PROFESSIONAL WORK DAY/WORK YEAR	27
ARTICLE 11 - ASSIGNMENT & VACANCIES	
ARTICLE 12 - COMPENSATION	
ARTICLE 13 - HEALTH BENEFITS	
ARTICLE 14 - SAFETY	
ARTICLE 15 - ACADEMIC FREEDOM	40
ARTICLE 16 - TECHNOLOGY AND RESOURCES	41
ARTICLE 17 - CLASS SIZE AND CASELOAD	43
ARTICLE 18 - REDUCTIONS IN FORCE	45
ARTICLE 19 - MISCELLANEOUS	48

APPENDIX A Department Chair Responsibilities

APPENDIX B Salary Schedule

APPENDIX C Evaluation Forms

ARTICLE 1 – AGREEMENT

- 1.1 This Agreement is between Pacific Collegiate School ("School") and United PCS ("Union")/CTA/NEA.
- 1.2 This Agreement is entered into and shall be enforced pursuant to the Educational Employment Relations Act (EERA) of the California Government Code (Sections 3540-3549) as adopted and amended.
- 1.3 Upon full ratification of this initial collective bargaining agreement, the parties agree to make any necessary non-substantive formatting changes (adding section titles, change in numbering, etc.) for clarity and ease of use/reference.

ARTICLE 2 - RECOGNITION

The School recognizes the Union as the exclusive representative of all certificated employees and classroom teachers, excluding day-to-day substitutes, all management, supervisory and confidential employees.

Except in circumstances when specialized certificated services may be required from an outside entity for purposes of provision of special education services, the parties recognize the duties and work performed by the employees in the unit described above will be performed only by unit members and shall not be subcontracted or otherwise transferred out of the unit.

ARTICLE 3 -TERM OF AGREEMENT

- 3.1 The term of this Agreement shall be from July 1, 2022, through June 30, 2025.
- 3.2 Except for the 2024-2025 school year, in which case Compensation, Health Benefits, and two (2) articles per party may be re-opened for negotiations, this Agreement is closed through June 30, 2025.
- 3.3 During the term of this Agreement, there shall be no strike by United PCS or its unit members, and PCS will not engage in any lockout of bargaining unit members.

ARTICLE 4 - UNION RIGHTS & UNION DUES

4.1 Meetings, Facilities, and Equipment

- 4.1.1 The Union shall have the right to conduct Union business on school grounds. Union representatives may meet with members during duty-free lunch periods, before and after members' hours of service, or when they are not engaged in duties.
- 4.1.2 Subject to lawful school facility policy, the Union shall have the right at reasonable times to use School facilities and equipment for Union meetings.
- 4.1.3 The Union shall have the right to use School email and School computers for Union business. The Union shall be given access to the photocopier for up to 500 copies per year. Such use of the School's equipment shall not interfere with the work duties of unit members or otherwise be disruptive.
- 4.1.4 The Union may distribute information through school mailboxes and may post notices on the designated bulletin board in the Staff Room.
- 4.1.5 The Union shall have the right to present to all new bargaining unit members in any PCS orientation/in-service before school commences for up to sixty (60) minutes.
- 4.1.6 Consistent with all lawful PCS facility use conditions, the Union shall have the same right of access to school facilities and events as any other nonprofit organization.

4.2 Unit Member Information

The School shall supply the Union with a list of employees showing their names, home addresses, work and home telephone numbers, dates of hire, job titles, rates of pay, and FTE status twice per year and upon request. The School shall also supply the Union with this employee information about new employees as soon as it becomes available, and with any changes to a current employee's information.

4.3 Release Time

- 4.3.1 The Union shall have the right to release up to four (4) representatives for the purpose of meeting and negotiating with PCS. Additionally, release time will be provided to the union's designated officer for the purpose of attending disciplinary and grievance meetings and other meetings at which their attendance is requested by unit members. The above release time shall be provided without loss of compensation. This includes the right to reasonable release time to prepare for such meetings.
- 4.3.2 Upon reasonable advance notice, a total of up to ten (10) full work days each year shall be afforded to the Union to select unit members to attend Union Trainings and meetings without loss of compensation.

4.4 Negotiation Rights

The Union retains its right to negotiate any mandatory subjects of negotiations under Government Code section 3543.2 not addressed by provisions of this Agreement.

4.4.1 The Union retains consultation rights with the employer under Government Code Section 3543.2.

4.5 Payroll/Dues Deduction

The School will deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized in writing by the employee subject to the following conditions:

- 4.5.1 Such deductions shall be made only upon submission of written notification by the Union to the designated representative of the School of the member's written authorization for payroll deduction.
- 4.5.2 The School shall not be obligated to put into effect any new or discontinued deductions pursuant to the terms of this Article until the pay period commencing fifteen (15) days or more after such submission.
- 4.5.3 Whenever there is a change in the amount of dues to be deducted, the Union will provide written notice to the School with sufficient time to allow the School to make the necessary changes.
- 4.5.4 Members of this representation unit who have voluntarily authorized payroll deductions, and all employees who thereafter so voluntarily authorize, shall continue said deductions for the life of this Agreement, except that employees may terminate their payroll deductions pursuant to the express terms of their signed authorizations. Member requests to cancel or change payroll deductions shall be directed to the Union, which shall provide notice of such cancellation or change to the School in a timely manner.
- 4.5.5 The Union will indemnify the School for any claims made by employees regarding payroll deductions made pursuant to this Article.

4.6 Faculty Input

4.6.1 The School agrees to seek faculty input in school decisions materially impacting curricular or extracurricular programs which require Board action. Additionally, bargaining unit members may submit input regarding curricular, extra-curricular, facilities, or other issues to School management without fear of reprisal. Failure to implement such input shall not be grievable.

4.7 Faculty Advisor to the Board

4.7.1 Bargaining unit members shall have the right to democratically elect one member as an Advisor to the PCS Board of Directors. This position is not a Board of

Directors position and does not include any of the rights/benefits or obligations of a PCS Board member, except to the extent applicable, conflict of interest law may prohibit participation by the Advisor on a case-by-case basis.

4.7.2 The faculty Advisor will serve a term of no more than two (2) years. At the end of that time, or when the Advisor wishes to end their term, they will solicit nominations from the faculty for a new Advisor. If more than one of those nominated accept their nominations, the faculty will hold an election to choose the next Advisor. The Advisor may also run for reelection at the end of their term.

4.8 Department Chairs

- 4.8.1 Each academic Department (History, English, Science, Math, Visual and Performing Arts, and Foreign Languages) shall have one member serving in the capacity of Department Chair.
- 4.8.2 Department Chairs will be selected in a collaborative process between the members working in a given Department and the School. No member should serve as Department Chair for more than three (3) consecutive years unless no other individual is willing or able to serve in that capacity.

Department Chair responsibilities shall be as specified in the Appendix attached hereto.

4.9 Committee Representation

- 4.9.1 Excluding committees comprised solely of PCS Board Members (including e.g. Executive Committees and Nomination Committees), PCS-created committees must seek to receive input from unit members. Announcement of opportunities to participate should be made public to all members with reasonable time for members to consider the opportunity to participate. Generally, requirements, processes and expectations of all committee members and/or leadership positions (non-administrative) shall be communicated to all members.
- 4.9.2 Whenever possible, committee meeting times should be scheduled to meet the needs of members who wish to participate.

4.10 New Positions

The parties acknowledge that material changes to job descriptions and working conditions are subject to negotiations. PCS agrees to inform UPCS of newly created bargaining unit positions. If salary placement, general duties, work hours or workdays deviate from the regular provisions in the current negotiated agreement, the UPCS may discuss and negotiate working conditions that deviate from the contract. Agreements around working conditions will be memorialized in a Side Letter of Agreement if positions are added during the term of the agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 Except as limited by this collective bargaining agreement, it is understood and agreed that PCS retains all of its powers and authority to direct, manage and control its operations to the full extent of the law.
- 5.2 Subject to the provisions of this Agreement, PCS's rights include, but are not limited to, the following:
 - All management rights pursuant to law;
 - Determine the organization's intention and overall program design and related educational policies;
 - Establish educational policies with respect to admitting students;
 - Hire, classify, assign, evaluate, supervise, promote, terminate, and discipline unit members:
 - Determine the number of personnel and kinds of personnel required;
 - Ensure the rights and educational opportunities of all students;
 - Maintain Board operations;
 - Build, move or modify facilities;
 - Establish budget procedures and determine budgetary allocations;
 - Determine the methods of raising revenue;
 - Contract out work and take action on any matter, consistent with any limitations in this Agreement.
- 5.3 The exercise of the foregoing powers, rights, authority, duties, responsibilities by PCS, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 6 - GRIEVANCE PROCEDURES

6.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise affecting the welfare or working conditions of unit members. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level in this article should be considered as a maximum and every effort should be made to expedite the process.

6.2 Definition

A grievance is a claim by a unit member, unit members, or the Union that a provision of this Agreement has been violated or misapplied with respect to that unit member or members.

6.3 General Provisions

- a. The Grievant shall have the right to union representation at every step of the grievance procedure.
- b. The School shall provide release time without loss of compensation to employees to attend grievance meetings.
- c. The failure of the School to respond to a grievance at any step within the required time frame shall result in an automatic appeal of the grievance to the next step. Time limits may be extended by mutual agreement.
- d. The School shall not take adverse employment action against any unit member for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.
- e. All references to days specified herein are workdays.

6.4 Informal Resolution

- a. The Grievant shall initiate a grievance within twenty (20) days from the date the Grievant knew or reasonably should have known of the violation or misapplication of the collective bargaining agreement. In cases where the Grievant alleges a violation of a provision of the agreement related to salary, health benefits, or leave, the unit member shall initiate a grievance within one calendar year from the date the Grievant knew or reasonably should have known of the violation or misapplication of the agreement. A grievance shall be considered to be initiated upon a written "grievance request" to the Head of School.
- b. Every effort should be made to resolve the grievance informally between the Grievant and the Head of School. Within ten (10) days following the initiation

of the grievance, an informal meeting will take place between the Grievant and the Head of School. The Head of School shall gain a clear understanding of the grievance and work with the Grievant to resolve the issue.

6.5 Level 1 - Conference

If the grievance is not resolved at the informal level, the Grievant will submit a concise summary of the grievance to the Head of School or his/her designee, in writing, within ten (10) days of the informal meeting, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall then take place between the Grievant, the Union Representative, and the Head of School within five (5) days. A written decision memo will be returned by the Head of School to all parties within five (5) days of the meeting and will include the Head of School's decision and rationale.

6.6 Level II - Mediation

Within ten (10) days of the receipt of the Level 1 decision, if the grievance is not resolved, the Grievant may request that a mediator from the State Mediation and Conciliation Service or any other mutually agreeable dispute resolution center be assigned to assist the parties in the resolution of the complaint. The mediator shall meet with the parties within ten (10) days (or longer by request of the mediator).

6.7 Level III - Binding Arbitration

- a. In the event that the parties have not resolved the grievance with the assistance of the mediator, the Union may request within ten (10) days of the meeting with the mediator to resolve the issue through binding arbitration. The parties shall select an arbitrator from the State Mediation and Conciliation Services via a list of seven arbitrators, with the party striking first to be determined by coin toss. The process of striking names shall occur within ten (10) days of receipt of the list. Once the arbitrator has been selected, hearings shall commence at the earliest convenience of the arbitrator.
- b. The decision of the arbitrator shall be submitted to the parties and will be final and binding upon the parties.
- c. The parties shall equally split the cost of an arbitrator, and each party shall bear the full costs for its representation in the arbitration.

ARTICLE 7 - EVALUATION AND DEVELOPMENT

7.1 Purpose

Evaluation is a critical tool to improve student learning at Pacific Collegiate School by improving the professional practices of all unit members. The evaluation process is a framework for ongoing opportunities for professional development to improve both teaching and learning. It is intended to support professional growth, assist early-career or struggling educators, ensure opportunities for development of educator practice across the professional lifespan, engage individuals and colleagues in reflective practice, and enhance student learning. Further, the process will support relevant and constructive feedback, ample opportunities for peer involvement for advisory and support purposes, accommodate purposeful integration with professional development, provide the necessary resources for unit members to improve their practice and enhance student learning.

The evaluation process is based on agreed upon Domains of Effective Teaching and professional standards appropriate to other positions (e.g. librarians, counselors), and is a dynamic process based on ongoing inquiry, data-gathering, and reflection. We believe that collegial interactions promote professional growth and development. We also believe that a variety of data and authentic student work should be used as a basis for reflection and guide to next steps in professional growth.

Each certificated unit member is responsible for meeting the appropriate professional standards to show growth in their practice as an educator. Administrators have the right and responsibility to identify any concerns related to teaching standards and the professional practice of unit members.

7.2 Process

Evaluation is the process the School uses to assess the performance of unit members. This process is based upon the job description, provisions of this Agreement, evaluation criteria, School policies, and relevant laws and regulations. The process includes self-evaluation and professional goals, formal observation(s), student surveys, and other information the evaluator deems relevant. Unit members may elect to engage with colleagues in evaluating their practice and developing professional goals based on one or more standards/elements. If the School does not complete the evaluation process outlined herein for a given school year, such failure to complete the process shall not serve as a basis for any adverse employment action related to teaching performance.

7.3 Self-Evaluation and Goal Setting

At the beginning of each school year, all unit members will be given time during inservice to self-assess their practice and to set goals based on domains for effective practice, as outlined in the PCS evaluation tools (or others appropriate to position).

7.3.1 Domains of Effective Teaching Practice include:

- 1. Purpose and Planning
- 2. Student Engagement

- 3. Curriculum and Pedagogy
- 4. Assessment of Student Learning
- 5. Classroom Environment and Culture
- 6. Professional Practice, Collaboration, and Growth

Standards in domains 1-5 are typically observable during classroom instruction. Standards in domain 6 address the process of developing as a professional educator and fulfilling professional responsibilities, and as such, may require observation outside the classroom environment. These domains of teaching practice are meant to be considered as a whole and not in any particular sequence. Each standard is comprised of specific elements of teaching practice. The standards are interrelated and work together to provide a complete picture of effective instructional practices.

7.3.2 Domains of Effective Counseling Practice include:

- 1. Delivery of Services
- 2. System Management
- 3. Program Accountability
- 4. Professional Development
- 5. Professional Responsibilities

By September 15th of each school year, unit members (teachers and counselors) shall submit written self-evaluation and professional goals to their assigned evaluator. Should the evaluator deem submitted materials to be insufficient, they may require revision and resubmission.

7.4 Evaluation Methods

Each unit member will be assigned one (1) administrator evaluator [up to two (2) for probationary employees] for each year's evaluation cycle. For post probationary unit members not on an improvement plan, administrator evaluators should be assigned on a rotating basis from year to year. The Evaluation process at Pacific Collegiate School may be conducted in one of three ways:

A. Administrative Evaluation: This is the required mode of evaluation for all temporary and probationary employees. It is also the required mode of evaluation for post-probationary employees who received overall "Effective", "Needs Improvement" or "Unsatisfactory" ratings on either of previous two (2) summative evaluations, or who are on an Improvement Plan. Post-probationary employees who received an overall rating of "Exemplary" or "Strong" on their previous two (2) summative evaluations will participate in Administrative Evaluation at least once every three years, and may opt Peer-based or Project-based evaluation in other years.

- B. Peer-based Evaluation: With administrative approval, this is an optional evaluation mode for post-probationary unit members who received overall rating of "Exemplary" or "Strong" on their previous two (2) summative evaluations, and who would like to work with a peer in order for each peer/partner to explore professional practices and demonstrate proficiency.
- C. Project-based Evaluation: With administrative approval, this is another optional evaluation mode for post-probationary unit members who received overall rating of "Exemplary" or "Strong" on their previous two (2) summative evaluations, and who would like to demonstrate proficiency via a professional project related to their current practice.

7.5 Administrative Observation and Evaluation

7.5.1 Administrative Observation and Evaluation of Teachers

During the year, the assigned administrative evaluator(s) will conduct formal review(s) of teaching performance through observation(s). Temporary and probationary teachers will be observed formally at least once each semester; post-probationary teachers will be observed formally at least once each year unless they elect to participate in Peer-based or Project-based evaluation modes. Informal classroom observations may be conducted by the Head of School [or other School administrators designated by the Head of School] at any time for any unit member, regardless of evaluation mode.

In Administrative Evaluation mode, prior to the first formal classroom observation of each school year, the evaluator(s) will conduct a pre-observation conference with the teacher to review the teacher's self-evaluation and professional goals and give the teacher an opportunity to provide information and context for the classroom activities that will be observed.

The evaluator will formally observe the teacher during an agreed upon class period.

After the formal classroom observation, the evaluator(s) will schedule a postobservation conference with the teacher within three (3) business days to debrief, discuss, and provide feedback regarding the class observed. During the postobservation conference, the teacher may provide additional information or reflection on the class observed. The evaluator will share a formal Classroom Observation Report with the teacher within two (2) weeks of classroom observation.

The process for addressing unsatisfactory teaching performance is covered by the "Unsatisfactory Teaching Performance" section below.

7.5.2 Administrative Observation and Evaluation of Counselors

During the year, the assigned administrative evaluator(s) will conduct formal review(s) of Counseling performance through observation(s) of counseling practice in meeting(s) such as those held with students and/or parents/families,

SST, 504 or IEP meetings. Temporary and probationary counselors will be observed formally at least once each semester; post-probationary counselors will be observed formally at least once each year unless they elect to participate in Peer-based or Project-based evaluation modes. Informal observations may be conducted by the Head of School [or other School administrators designated by the Head of School] at any time for any unit member, regardless of evaluation mode.

In Administrative Evaluation mode, prior to the first formal observation of each school year, the evaluator(s) will conduct a pre-observation conference with the counselor to review the counselor's self-evaluation and professional goals and give the counselor an opportunity to provide information and context for the meeting(s) to be observed.

The evaluator will formally observe the counselor during an agreed upon meeting(s).

After the formal observation, the evaluator(s) will schedule a post-observation conference with the counselor within three (3) business days to debrief, discuss, and provide feedback regarding the meeting observed. During the post-observation conference, the unit member may provide additional information or reflection on the class observed. The evaluator will share a formal Observation Report with the unit member within two (2) weeks of classroom observation.

The process for addressing unsatisfactory counselor performance is covered by the "Unsatisfactory Performance" section below.

7.6 Peer-based Evaluation (Teachers and Counselors)

With administrative approval, two (2) peers/partners who received overall rating of "Exemplary" or "Strong" (teachers) or "Integrating" or "Innovating" (counselors) on their past two (2) summative evaluations may elect to demonstrate professional proficiency via peer-based evaluation. Unit members will collaborate with and observe the practice of a colleague with similar professional goals.

- A. Peers will meet for a minimum of two (2) conference/observation cycles (one (1) observation per unit member per semester).
- B. Peers will meet before and after each observation and complete a peer observation form for each observation cycle.
- C. Each observation form completed by the peer observer will be submitted to the 13valuate and administrative evaluator as completed. Second semester peer evaluations must be submitted at least two weeks prior to summative evaluation deadline.
- D. The administrative evaluator will complete the end of year summative evaluation.

7.7 Project-based Evaluation (Teachers and Counselors)

With administrative approval, a unit member who received overall rating of "Exemplary" or "Strong" (teachers) or "Integrating" or "Innovating" (counselors) on

their past two (2) summative evaluations may elect to demonstrate professional proficiency via project-based evaluation.

- A. The unit member will work with administrative evaluator to outline a mutually agreed upon professional project.
- B. The unit member and evaluator will develop a mutually agreed upon timeline for project completion, with review of completed project scheduled at least two weeks prior to summative evaluation deadline.
- C. The evaluator will complete the end of year summative evaluation.

7.8 Student Course Surveys

Teachers will administer course surveys twice each year, once in the Fall semester and once in the Spring semester. Results of individual teacher course surveys will be shared only with School Administration and Department Chairs. Questions in the student survey will be created by the administration in consultation with a Union committee of at least three (3) unit members. Majority support of this Committee is required before any changes are made to the student survey questions (appendix attached hereto).

7.9 Summative Evaluation

7.9.1 Summative Evaluation of Teachers

Regardless of which evaluation mode is used to evaluate a unit member, the assigned administrative evaluator will be responsible for completing a Summative Evaluation Report. This evaluation may include feedback on (1) teacher's written self-evaluation and progress toward professional goals, (2) informal and formal classroom observation(s), (3) student course survey results, (4) measures of student learning, and (5) other feedback the evaluator deems useful. The evaluator may use the summative evaluation to commend progress, note exemplary practice, make suggestions for future goals and/or offer support for further development. By April 15th (and January 15th for the probationary employees' mid-year evaluation), the evaluator will meet with the teacher to discuss his or her performance as outlined in a draft of the summative evaluation. This meeting entails (1) collaboratively evaluating progress for the teacher's stated goal through discussion, and (2) providing feedback and support. As much as possible, the evaluator(s) and teacher shall come to a consensus on the content of the final summative evaluation document.

A. Draft of Summative Evaluation: At least five (5) days before the summative evaluation meeting, the evaluator(s) will submit a draft of the teacher's summative evaluation. The evaluator may meet with the teacher to discuss the evaluator's summative assessment of unit member's performance, as outlined in the draft summative evaluation. The teacher will have the opportunity to respond, request clarification, and may include their union representative in meetings or communications about their summative evaluation, if desired. As much as possible, the evaluator(s) and teacher shall come to a consensus on the content of the final summative evaluation document.

B. Final Summative Evaluation: After receiving feedback from the teacher, the evaluator shall send the teacher a draft for final comment. The final summative evaluation will include a rating, as determined by the evaluator, of "Exemplary", "Strong", "Effective", "Needs Improvement", or "Unsatisfactory," utilizing the Summative Evaluation Report in the Appendix. The teacher may respond with concerns about or suggested correction(s) to the content of the evaluation.

Any teacher receiving a rating of "Unsatisfactory" in a single year, or "Needs Improvement" in two consecutive years, will be placed on an Improvement Plan, as described in the "Unsatisfactory Teaching Performance and Improvement Plan" section of this Evaluation Article.

Final summative evaluation reports will be completed for probationary unit members by March 15th and for post-probationary unit members by June 1st. A copy of the summative evaluation report signed by both unit member and evaluator will be added to the unit member's personnel file. Teachers may elect to include a union representative in final summative evaluation meetings and communications, if desired.

7.9.2 Summative Evaluation of Counselors

Regardless of which evaluation mode is used to evaluate a counselor, the assigned administrative evaluator will be responsible for completing a Standards Checklist with Narrative Summary. This evaluation may include feedback on (1) counselor's written self-evaluation and progress toward professional goals, (2) informal and formal observation(s), (3) student support program data, and (5) other feedback the evaluator deems useful. The evaluator may use the Standards Checklist and Narrative Summary to commend progress, note exemplary practice, make suggestions for future goals and/or offer support for further development. By April 15th (and January 15th for the probationary employees' mid-vear evaluation), the evaluator will meet with the teacher to discuss his or her performance as outlined in a draft of the Standards Checklist and Narrative Summary. This meeting entails (1) collaboratively evaluating progress for the counselor's stated goal through discussion, and (2) providing feedback and support. As much as possible, the evaluator(s) and counselor shall come to a consensus on the content of the final summative evaluation to be reflected on the Standards Checklist with Narrative Summary.

- A. Draft of Summative Evaluation: At least five (5) days before the summative evaluation meeting, the evaluator(s) will submit a draft of the counselor's summative evaluation. The evaluator may meet with the counselor to discuss the evaluator's summative assessment of performance, as outlined in the draft document. The counselor will have the opportunity to respond, request clarification, and may include their union representative in meetings or communications about their summative evaluation, if desired.
- B. Final Summative Evaluation: After receiving feedback from the counselor, the evaluator shall send a draft for final comment. The final

Standards Checklist with Narrative Summary will include a rating, as determined by the evaluator, of "5: Exceeds Standards-Innovating", "4: Exceeds Standards-Integrating/Exemplary", "3: Successful-Meets Standards", "2: Partially Meets Standards- Beginning/Needs Improvement", or "1: Does Not Meet Standards-Unsuccessful," utilizing the Standards Checklist with Narrative Summary in the Appendix. The counselor may respond with concerns about or suggested correction(s) to the content of the evaluation.

Any counselor receiving a rating of "1: Does Not Meet Standards-Unsuccessful" in a single year, or "2: Partially Meets Standards-Needs Improvement" in two consecutive years, will be placed on an Improvement Plan, as described in the "Unsatisfactory Performance and Improvement Plan" section of this Evaluation Article.

Final summative evaluation reports will be completed for probationary unit members by March 15th and for post-probationary unit members by June 1st. A copy of the summative evaluation report signed by both unit member and evaluator will be added to the unit member's personnel file. Unit Members may elect to include a union representative in final summative evaluation meetings and communications, if desired.

7.10 Unsatisfactory Performance and Improvement Plan

If the School identifies unsatisfactory performance for a probationary unit member, the evaluator shall develop a plan to assist the unit member designed to address the specific deficiencies identified. However, this requirement shall not alter the employer's right of non-reelection/release during probation. If the School identifies unsatisfactory performance for post-probationary unit members, the evaluator shall develop a plan to assist the unit member designed to address the specific deficiencies identified. The following actions will occur when an Improvement Plan is provided:

- A. The evaluator will provide a written document ("Improvement Plan") that includes an explanation of the unsatisfactory performance and suggested corrections. Concrete improvement goals shall be identified along with clearly indicated expectations, evidence of achievement, and a clear and reasonable timeline for improvement, including the scheduling of a meeting or meetings to discuss progress.
- B. The School shall take the affirmative action(s) identified in the Improvement Plan to provide support to the unit member in remedying the identified deficiencies in teaching performance. Provided resources to assist with improvement may include but are not limited to the following:
 - I. Support from administration
 - II. Support and coaching from Department Chair and colleagues
 - III. Formal professional development
 - IV. Observation of peers
 - V. Administrator determined and accompanied visitations to other classes/counseling contexts
 - VI. Other techniques to support improvement

- C. An administrator will meet regularly with the unit member, as specified in the Improvement Plan, to provide feedback and review progress toward the improvement goals and timeline identified in the Improvement Plan.
- D. If improvement is not shown by the end of the timeline specified in the Improvement Plan, the School may use the progressive discipline process described in this Agreement.
- E. The provision of an Improvement Plan and its contents shall not affect any rights of PCS concerning non-reelection/release of a temporary or probationary employee. All stages of the formal evaluation process, including the creation of an improvement plan if necessary, must be documented in written communication to the unit member who will have the opportunity to include and involve a union representative.

The following Appendices were developed and agreed upon by the parties:

- Self-Evaluation and Professional Goals Form
- Administrative Classroom Observation Report
- Peer-based Classroom Observation Form
- Project-based Evaluation Form
- Summative Evaluation Report
- Professional Support and Improvement Plan
- Developmental Continuum of Counseling Practice
- Standards Checklist with Narrative Summary-Counselor

ARTICLE 8 - EMPLOYMENT STATUS & DISCIPLINE/DISMISSAL

8.1 Employment Status/Rights

- a. All unit members new to the School shall be initially hired on an at-will basis for a two (2) year probationary period. For purposes of this section, a complete year of service is defined as being in contract paid status seventy-five percent (75%) of the instructional days in the school year or greater. Unit members shall only be classified as a temporary employee if they have been hired for one of the following reasons: (1) to replace a teacher on leave (that is, who is anticipated to return to their post-probationary position); (2) to teach a class or perform duties that will not last for more than the first three (3) months of any school term; (3) to teach special or atypical classes for no more than four (4) months of the school term. (4) to serve in limited coaching assignments. Temporary employment is on an at-will basis. Temporary unit members who are subsequently rehired on a non-temporary basis will have their temporary time count towards their probationary period.
- b. If the School intends to non-renew the employment of a probationary employee, as described herein, such employee will be given notice, whenever possible, of nonrenewal of employment no later than March 15th of the school year in which the nonrenewal notice is given.
- a. Insofar as a unit member serves in a coaching, substitute or temporary assignment, such service is on an at-will basis and not subject to the just cause procedures noted herein. Except for such at-will positions, no regular unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause.
- b. All unit members will be given credit for service with PCS toward regular employment status prior to the ratification of this contract. Members with two (2) or more years of service will be considered post-probationary.

8.2 Just Cause Process

The School retains the right to discipline unit members provided its reason is based upon just cause (including progressive discipline) as specified herein. Employees may be disciplined for the following reasons:

- a. Unsatisfactory teaching performance, as defined by this Agreement's article concerning evaluation;
- b. Dishonesty, including falsifying of employment records, employment information or other school records;
- c. Theft or deliberate damage or destruction of school property, or the property of any employee or student;
- d. Possession of any firearm or any other dangerous weapons on School premises

at any time;

- e. Possession or being under the influence of any intoxicant or controlled substances during work hours or student events;
- f. Conviction of any felony or other offense(s) which would make a public school employee ineligible for employment;
- g. Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management;
- h. Unprofessional conduct;
- i. Absence without leave, repeated tardiness or abuse of leave privileges;
- j. Engaging in any conduct which risks injury to the safety, health or security of employees or others;
- k. Commission of or involvement in any act of unlawful harassment or discrimination of another individual;
- 1. Failure to maintain appropriate credentials or certification required for the position; or
- m. Persistent and deliberate violation of or refusal to obey school policies.

8.3 Progressive Discipline

Except in cases where the actions of the employee threaten the health and/or safety of any other person or constitute serious or egregious conduct where more severe discipline is warranted, the School shall use progressive discipline which must include the following progression: verbal warning; written warning; letter of reprimand; suspension without pay; and termination. Written warnings shall not be placed in a unit member's personnel file, but letters of reprimand for more serious discipline may be placed in the unit member's personnel file.

Verbal and written warnings shall not be subject to the grievance article.

8.4 Process in Written Reprimands, for Cause Suspension Without Pay or Dismissal Matters

A written letter of reprimand, suspension or dismissal shall be initiated in writing by the PCS Head of School by providing Notice of Recommended Discipline ("Notice") and serving such Notice upon the unit member in person or by certified mail. A copy of the Notice shall also be provided simultaneously to the Union.

The Notice shall contain the following:

- The cause for the discipline and a statement, in ordinary language, of the factual basis upon which the disciplinary action is based;
- Any rule or regulation alleged to have been violated, and the proposed penalty;
- A copy of any documentary materials upon which such action is based;
- A statement of the unit member's right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Head of School and the unit member, this deadline is extended;
- The action(s) required to correct the problem and the timeframe for corrections (for all discipline short of dismissal); and the support the School will provide to help the unit member correct the problem;
- A statement that the employee has the right to union representation and the right to appeal the discipline using the grievance procedure in this Agreement.

In the case of Suspension or Termination, five (5) days after providing the Notice, the Head of School may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

During the pendency of any investigation or disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

8.5 Right of Union Representation

When an administrator meets with an employee and it is evident at the time the meeting is convened that discipline of the employee may result from the meeting, 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 union represented. If a unit member believes that a meeting with an Administrator may result in discipline, the unit member may request union representation. Such rights and obligations shall be consistent with all legal requirements.

8.6 Unit Member Rights in Complaint Process

Any disciplinary or other adverse employment action taken by the School following review of a complaint must be in compliance with just cause. It is the goal of the School and the Union that all parties shall attempt to resolve complaints at the lowest level.

8.7 Personnel Files & Workoff/Livedown Provision

Consistent with legal requirements, including any requirements to keep a unit member's medical records separate from the personnel file, there shall be a single official personnel file for each unit member.

Unit members shall have the right to inspect and obtain a copy of his or her personnel file upon request and as permitted by law. Upon authorization by the unit member, a union representative may review the unit member's file or accompany the unit member in his or her review of the file.

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

Information of a derogatory or disciplinary nature shall not be entered into the unit member's personnel file unless and until the unit member is given notice and a copy of the material to be entered into the file. The unit member shall also have the right to enter and have attached to any such derogatory or disciplinary documents his or her own comments.

Unit members will be given copies of any conference memos, written warnings, letters of reprimands, and any material placed in the personnel file upon issuing such discipline or within five (5) days of placement of such document(s) in the file.

Except where prohibited by law, the School shall, upon request from the employee, remove letters of reprimand from an employee's personnel file four (4) years after the date of the last disciplinary occurrence, and such documents shall be placed in a separate sealed file, unless the conduct was harmful to the emotional and/or physical well-being of students. Such material shall not be removed from the separate file except by court order or with the teacher's consent. The School shall not rely upon written warnings once they have been removed from an employee's personnel file as the basis for further discipline.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Sick Leave

Unless required otherwise by local ordinance, the following applies regarding unit member sick leave.

9.1.1 Paid Sick Leave

All full-time unit members shall accrue paid sick leave at the rate of one (1) day per month for a total of no more than ten (10) days per ten (10) month school year. Part-time unit members shall accrue paid sick leave prorated to their FTE status, with a minimum of 24 work hours of sick leave accrued annually. If any applicable local ordinance requires a greater amount of time be provided at the beginning of any school or fiscal year, the School shall comply. Unused sick leave carries over from year to year and is not paid out upon separation from employment.

9.1.2 Use of Sick Leave

Leave may be used for personal injury or illness of the unit member or an immediate family member. Immediate family includes a parent, spouse, registered domestic partner, child, grandchild, brother, sister or grandparent. Sick leave may also be used for purposes relating to a unit member being a victim of domestic violence, sexual assault, or stalking. Part-time unit members using sick leave are charged from their leave bank at a rate equivalent to their FTE status. Members may utilize sick leave in 1/2 day or full day units. (For example, a .6 FTE employee uses 0.3 sick days when missing a half day.)

9.1.3 Notice of Need for Use of Sick Leave

Sick leave shall be requested in advance on the appropriate School form and, at a minimum, in cases when advance notice is impracticable, unit members are expected to notify the Head of School or a designee, or post their absence to the online sub system, prior to the start of each workday to report an absence due to illness or injury. For pre-scheduled use of sick leave, such as for personal necessity leave, unit members must request leave at least three (3) work days in advance. Unit members are also responsible to make a request for substitutes through the School's designated system for such purpose.

9.1.4 Physician's Verification for Extended Illness

For absences of four (4) consecutive work days or more, the School may require a physician's verification. If requested, unit members may be expected to present a physician's statement certifying the unit member's fitness to return to duty.

9.1.5 Sick Leave/STRS Credit

Upon retirement, the unit member's accrued sick leave, if any, may be applied

toward service credit in accordance with the State Teachers' Retirement System ("STRS") regulations.

9.1.6 Rate of Pay During Sick Leave

Unit members shall be paid their regular wage at the normal base rate while using accrued sick leave. If the unit member has exhausted their accrued sick leave, the leave will be unpaid. Unit members do not accrue sick leave while on an unpaid leave of absence.

9.1.7 Return to Work from Extended Illness Leave

Unit members returning from an extended illness or injury may be required to provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

9.2 Personal Necessity Leave

- 9.2.1 Days Allowed: All unit members may use up to five (5) days of accrued sick leave for a personal necessity each school year. Personal necessity leave does not carry over from year to year.
- 9.2.2 Reasons for Personal Necessity Leave: Uses of personal necessity leave may include, but are not limited to:
 - death or serious illness of a member of the unit member's immediate family;
 - an accident involving the unit member's person or property, or the person or property of an immediate family member;
 - adoption of a child;
 - the birth of a unit member's child;
 - personal legal matters;
 - religious observances; and
 - personal matters that cannot reasonably be conducted outside of the workday.
- 9.2.3 Notification of Personal Necessity Leave: Unit members must notify the Head of School or designee of Personal Necessity Leave use, in writing, at least three (3) days in advance unless an emergency situation occurs.

9.3 Unpaid Leave of Absence

9.3.1 Unpaid Leave

At the discretion of the School, unit members may be granted an unpaid leave of absence. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If the unit member is covered for medical and dental coverage benefits, such benefits will remain in force during an unpaid leave only provided the unit member pays the appropriate premiums. No sick leave is accrued during any type of unpaid leave of absence.

9.3.2 Process for Requesting Unpaid Leave

Requests for an unpaid leave of absence or any extension of a leave shall be submitted in writing to the School thirty (30) days in advance or as soon as practicable prior to commencement of the leave period. The School will make the final decision concerning the request. All unit members on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor as soon as a unit member becomes aware of the need.

9.3.3 Return from Unpaid Leave

It is possible that a unit member returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If a unit member fails to return to work after an approved leave of absence, including any extension of the leave time, the unit member will be considered to have voluntarily terminated employment with the School.

9.4 Sabbatical Leave

After seven (7) years of continuous service, unit members shall be entitled to take an unpaid sabbatical leave for a semester or an entire school year. This is a category of unpaid leave without benefits in which the School agrees to reinstate the unit member in the same or equivalent job position they held before taking leave. If a unit member fails to return to work after a sabbatical leave, the unit member will be considered to have voluntarily terminated employment with the School. There shall be no more than one (1) sabbatical leave granted at any one time.

9.5 Pilot Program: Paid Parent Leave Days

As a pilot program, commencing on July 1, 2023, and terminating on June 30, 2026 (unless renegotiated), PCS shall offer unit members up to forty (40) days of paid leave to unit members who are new parents. This leave is in addition to any other accrued leave that may be utilized. The pilot program shall sunset on the date noted above unless renegotiated. The parental leave referred to herein shall be defined as 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 the adoption, or foster care of the child by the employee. Unit members on this parental leave shall receive their full rate of pay and benefits (prorated if in connection with use of unpaid leave during any month). This leave may be taken in a block or intermittently within a twelve (12) month period. In addition, it may be combined with any sick leave and personal days the unit member is entitled to take and also unpaid leave the School may grant the unit member. Consistent with legal requirements, unit members will be reinstated to the same or equivalent position at the School with accumulated seniority, benefits and uninterrupted employment credit.

9.6 Pregnancy Disability, Family Medical and California Family Rights Act Leaves

The School shall provide Pregnancy Disability Leave, Family and Medical Leave Act and California Family Rights Act leave (including child bonding leave) to unit members consistent with applicable law. Any such leave shall not constitute a break in service and when the member returns from leave. Upon timely return, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position.

9.7 Industrial Illness/Workers' Compensation

The School shall provide industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

9.8 Bereavement Leave

Unit members are entitled to time off from work with full pay in the event of a death in the family, in accordance with the following guidelines. Requests for bereavement leave must be made to the School:

9.8.1 Days Allowed

- 9.8.1.1 Up to five (5) consecutive days in the event of death of a spouse, registered domestic partner, child, including stillbirth and miscarriage, parent, sibling, or comparable step relation; or
- 9.8.1.2 Up to three (3) consecutive days in the event of the death of a grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law, or the registered domestic partner's equivalent relative.

9.9 Jury Duty and Witness Leave

9.9.1 Days Allowed – Jury Duty

Unit members, while serving jury duty, shall receive full pay during such duty provided the unit member makes every reasonable effort to postpone jury duty service to a time when school is not in session. A unit member is also permitted to retain the allowance he or she receives from the court for such service.

9.9.2 Witness Leave

Unit members are allowed to use Personal Necessity Leave or unpaid time off if summoned to appear in court as a witness.

9.9.3 Process for Requesting Leave

To qualify for either jury duty or witness leave, a unit member must submit to their supervisor a copy of the summons as soon as it is received. In addition, the unit member must also submit to the unit member's supervisor a related proof of service with the period of jury duty or witness duty when completed. No adverse employment action will be taken against unit members due to their service as either a juror or witness in state or federal courts.

9.10 Military and Military Spousal Leave of Absence

The School shall comply with all applicable military service leave laws, including USERRA.

9.11 Other Statutory Leaves of Absence

The School shall comply with applicable law with respect to any statutory leaves of absence not mentioned herein.

ARTICLE 10 - PROFESSIONAL WORK DAY/WORK YEAR

10.1 Teacher Work Year

The regular work year for teachers shall be 190 days, including 182 instructional days and 8 in-service/non-instructional days. The work year for teachers shall begin no earlier than August 1st of each year and shall end no later than June 10th of each year.

- 10.1.1 School Calendar: The school calendar, including but not limited to the placement of the first day and last day of instruction, and in-service/non-instructional days shall be subject to negotiations between the parties each year. Unless otherwise agreed to by the Union and the Head of School, the parties agree to begin negotiations in good faith in sufficient time to reach agreement on the school calendar for the next school year (no later than March 15th of each year). The parties may agree to the calendar for multiple years. Any proposed changes to the bell schedule shall be subject to negotiations between the parties.
- 10.1.2 In-service Days: At least three (3) in-service days shall be scheduled before the first instructional day of the school year. At least two (2) in-service days shall be scheduled after the last instructional day of the school year.
- 10.1.3 In-service Set Aside Time: At least three (3) hours in each of six (6) of the eight (8) in-service days shall be allowed for teachers to work on their own curricular needs. All non-sequential in-service days must include at least three (3) hours of individual work time unless agreed upon with UPCS. When there are several sequential in-service work days, they will average at least three (3) hours of individual work time per day.

State mandated trainings, such as CPR, Mandated Reporting Trainings and Sexual Harassment trainings are mandatory and part of the unit member's professional responsibilities. As such, time spent completing such trainings is not considered individual work time.

10.1.4 New Unit Member Orientation: Newly-hired members will have a half-day orientation at the beginning of their first year of work; this will be paid at their per-diem rate.

10.2 Work Day

The regular on-site professional work day shall be no more than 7.5 hours, including a 40-minute duty-free lunch period. Unit members who choose to sponsor student clubs during lunch should be available to supervise, but such choices are strictly at the discretion of the member in question. Unit members are expected to be on the School campus 15 minutes before their first class of the day and 15 minutes after their last class of the day.

10.3 Use of Time During Non-Instructional Work Day

For full-time unit members for those periods of non-instructional time which occur

during the work day (approximately five (5) hours per school week), it is expected such time will be used for educational program purposes. Part-time teachers shall be expected to spend a prorated amount of non-instructional time for such purposes. However, professional deference shall be accorded unit members on how to best utilize such time, which may include spending non-instructional time off campus. Teachers leaving campus during non-instructional time shall notify the main office so they are reachable during school hours.

10.4 Attendance at School Meetings

Unit members are expected to attend Staff Meetings, Department Meetings, and Grade Level Meetings for up to an average of forty-five (45) minutes each week (measured on an annual basis). Part-time teachers are expected to attend staff meetings unless an alternative arrangement is reached with the Head of School; attendance at the meetings will be roughly proportional to their FTE status. If a unit member cannot attend such a meeting, the unit member is expected to contribute necessary information ahead of time to their Grade Level or Department team and to follow up afterward to learn about the results of any such meeting.

Unit members are expected to attend Student Study Team, 504 and Individualized Education Program meetings for students enrolled in their courses.

The School will strive to schedule these meetings within the contracted work day referenced in Section 10.2. Insofar as such meetings occur during the contracted work day, teachers attending these meetings are afforded release time. Assuming the unit member's attendance is not legally required and the unit member cannot attend such a meeting due to personal or professional circumstances, the unit member is expected to contribute necessary information ahead of time to the meeting's convenor.

10.5 Attendance at School Events

Unit members are expected to attend the following events outside of the regular school day:

- 10.5.1 Back-to-School Night
- 10.5.2 8th Grade Promotion
- 10.5.3 12th Grade Graduation

10.6 School Counselor and College Counselor

- 10.6.1 Work Year: The regular work year for the School Counselor and College Counselor shall be 215 work days. The work year for the School Counselor and the College Counselor shall begin no earlier than two (2) weeks before the beginning of the school year and shall end no later than three (3) weeks after the end of the school year.
- 10.6.2 Work Day: The regular on-site professional work day for the School Counselor and College Counselor shall be eight (8) hours per workday consistent with the annual work calendar. Counselors shall be guaranteed a 40-minute duty-free lunch period, scheduled at their own discretion. Regular work hours shall be

adjusted to offset for required attendance at school functions outside regular work hours. Such adjustments will be made in consultation with the Head of School.

- 10.6.3 Attendance at School Meetings: The School Counselor and College Counselor are required to attend meetings following the same provisions as are listed for teachers above.
- 10.6.4 School Counselor and College Counselor Job Duties:

School Counselor and College Counselor job responsibilities are as follows:

The School Counselor job responsibilities for students in their caseload are to:

- Collaborate with administration, counseling, and special education staff to effectively implement systems of support and social-emotional learning
- Maintain regular communication and advise Head of School in areas of academic advising and student support
- Work with students in individual, group, and classroom settings
- Consult with faculty, administration, and parents to monitor student progress and provide recommendations and modifications to ensure effective school supports
- Maintain counseling logs, treatment notes, and other appropriate documentation regarding student performance and well-being
- Provide academic advising to 7th and 8th grade students.

The School Counselor shall not be assigned duties that require taking punitive action in respect to student violations of school rules or applicable laws.

The College Counselor job responsibilities for students in their caseload are to:

- Manage college application process, systems, and documentation for the graduating class (e.g., maintaining data in SCOIR, submitting transcripts and letters of recommendation, communicating deadlines and processes to students)
- Develop ongoing relationships with colleges and university admission offices
- Develop and maintain college counseling curriculum via communications, student meetings and assemblies, and parent education events
- Provide academic advising to 11th and 12th grade students
- Maintain regular communication and advise Head of School in areas of academic advising and student support
- Consult with faculty, administration, and parents to monitor student progress and provide recommendations and modifications to ensure effective school supports
- Maintain counseling logs, treatment notes, and other appropriate documentation regarding student performance and well-being

The School Counselor and College Counselor shall not be assigned duties that require taking punitive action in response to student violations of school rules or applicable laws. The School Counselor and College Counselor shall maintain confidentiality consistent with applicable legal requirements.

- 10.6.4.1 The School Counselor shall provide academic advising to 7th and 8th grade students and provide SEL services and mental health supports or referrals to support all PCS students, as needed.
- 10.6.4.2 The College Counselor shall provide academic advising for 11th and 12th grade students and provide college planning and counseling support of all PCS students and families, as needed.

ARTICLE 11 - ASSIGNMENT & VACANCIES

11.0 Definitions

- a. A Section is defined as a single period of credit-bearing course instruction. This single period may include a single or combination of courses.-
- b. Course is defined as a unique subject for which a teacher prepares instruction (e.g., Biology or Latin II).
- c. Planning or "Prep" period is defined as an unassigned section of time during the instructional day for teacher planning and preparation.

11.1 School's Initial List of Classes & Sections

No later than March 15th, the School shall provide to all unit members a list of expected courses and sections for the following school year. These lists should be developed in consultation with Department Chairs.

11.2 Distribution of Intent to Return Notice

No later than February 1st, the School will distribute its "intent to return" forms for the following school year. Members will return this form no later than March 1st. In the intent to return form, members will be asked to indicate their preference of job assignment for classes, number of sections and preferred planning or prep period(s).

11.3 Department Chair Recommendations Concerning Assignments

Department Chairs, in consultation with members intending to return in their Department, shall make recommendations to the School about which members should be assigned to each specific course, with member preferences about courses and number of sections being taken into account to the extent possible. In all cases, Department Chair recommendations should be made as collaboratively as possible. The School shall follow these Department-level recommendations to the extent they are feasible.

11.4 Limitation on Number of Assigned Courses

Except by request of a unit member, in no case will a member be assigned more than two (2) different courses.

Teachers opting for additional duties (as outlined in article 12.12) by virtue of voluntarily opting for such duties agree that such work is not considered an additional Section (beyond the limitation of two (2) noted immediately above).

11.4.1 Limitation on Number of Assigned Classrooms

The School will make every reasonable effort to limit the number of classrooms utilized for a single unit member.

11.5 Notification of Preliminary Course Assignments

The School shall release preliminary course assignments for the following year no later

than May 15th. Preliminary course schedules will be released no later than June 30th.

11.6 Right of Member to Review Assignments

If assignments offered do not substantially match with member preferences, members shall have the right to meet with the School administration and Department Chair to review the assignments and discuss the School's rationale. Upon request, the Head of School shall provide the rationale for the assignments in writing.

11.7 Pre-School Year Assignment Changes

Any changes to assignments and schedules made before the beginning of the school year shall be communicated to affected members within five (5) days of a change being made.

11.8 Posting of Vacancies for Regular Positions

Any vacancies for regular positions that arise shall be posted to all members at least seven (7) calendar days before those vacancies are posted externally. The posting period may be shortened or waived upon mutual agreement by the parties. Members may apply for such positions and will be measured against the qualifications for the position along with all candidates.

11.9 Mid-Year Change In Assignment

Absent compelling circumstances, no member shall be required to change assignments midyear.

ARTICLE 12 - COMPENSATION

12.1 Salary

Effective July 1, 2022, unit members shall receive a five percent (5%) on schedule base salary increase.

Effective July 1, 2022, each step representing years of service shall be adjusted to the following:

• Steps 1 through 5: 2.3%

• Steps 6 through 22: 3%

• Step 23 through 25: 0%

Effective July 1, 2023, unit members shall receive a four percent (4%) on schedule base salary increase.

The compensation increases specified in this Article shall fully settle negotiations for school years 2022-2023 and 2023-2024.

Above-referenced increases are reflected in Salary Schedules attached as Appendix B.

12.2 Step Movement

Annual step movement on the salary schedule shall be based on years of service; one vertical increment shall be granted for each year of service. A year of service means performing work for 75% of the days in a work year prorated to FTE status.

12.3 Placement of New Hires on Salary Schedule

Effective July 1, 2020, and thereafter, initial step assignment for new hires shall be based on the number of years of previous applicable experience in public or private school employment. Upon review, unit members may also receive up to three (3) years of credit for other relevant experience as determined by the PCS administration. A year of experience means working at least 75% of the school year in a paid position. New hire placement on the salary scale shall be shared with the union.

12.4 Part-Time Proration on Salary Schedule

Unit members whose assignment is less than full time will be paid in direct proportion to the FTE assigned. The employer will make every reasonable effort to streamline required documentation related to work hours.

12.5 New Employment Incentive Stipend

At the School's discretion, newly hired unit members may be offered a stipend of up to \$1,500 per year for up to four (4) years to attract and retain teachers in hard to fill positions.

12.6 M.A. & Ph.D. Stipends

Stipends for advanced degrees will be added annually after any step and annual increase. Unit members holding advanced degrees will be afforded one stipend, corresponding to their most advanced degree (e.g., M.A., M.S., or Ph.D.). Stipends will be prorated by employee's percentage of FTE.

Effective July 1, 2022, stipends for advanced degrees shall be as follows:

M.A., M.S., or other master's degree: \$1,623.00
Ph.D., Ed.D., or other doctoral degree: \$3,245.00

Effective July 1, 2023, stipends for advanced degrees shall be as follows:

• M.A., M.S., or other master's degree: \$1,687.00

• Ph.D., Ed.D., or other doctoral degree: \$3,375.00

12.7 Negotiation of Placement of New Positions on Schedule

Additional positions and duties not covered in this Article shall be negotiated as necessary.

12.8 Mileage Reimbursement

When unit members are required to use their personal automobile to perform work duties, they shall be compensated for mileage at the current IRS mileage rate.

12.9 Annual Professional Development Stipends

Annually, PCS shall provide each unit member with a budget of \$1,000 for professional development. Such funds may be used towards registration for conferences, travel and lodging, or books and other educational materials.

12.10 Extra Duty Stipends

The extra duties listed below shall be paid the following:

	2022-2023	2023-2024
a. Basecamp lead	3,785.00	3,937.00
b. Basecamp non-lead	1,514.00	1,575.00
c. Musical choreography director	865.00	900.00
d. Instrumental Choral, Dance or Drama	2,163.00	2,250.00
Performance Director		
e. Department chairs	3,785.00	3,937.00
f. Health class (divided amongst health	10,815.00	11,248.00
teachers, with lead teacher getting an extra		
half share)		
g. Independent study: per student rate (max of	1,082.00	1,125.00
10 students before it becomes a normal class)		

h. Test prep instructors (per hour)• Instruction		
	108.15	112.00
Test administration	21.63	22.00
 Administrative work (grading, prep, 	81.00	84.000
clerical, etc.)		
i. Student Government Advisor	6,489.00	6,749.00
j. Board Faculty Advisor	2,163.00	2,250.00
k. National Honor Society Advisor	1,000.00	1,040.00
1. Media Arts/Video Production Support	2,000.00	2,080.00

12.11 Other Clubs/Activities

Other clubs, activities, etc. may be compensated from club-raised funds (ex: Community Choir, Dance Fusion, DC Trip Leader, Coaches).

12.12 Compensation for Additional Duties

The following specified additional duties are paid at the following percentage of FTE:

- a. Google admin and Canvas coordinator: 0.2 FTE
- b. Journalism instructor: 0.1 FTE
- c. Capstone Teacher: 0.1 FTE per 12 students (rounded up)
- d. Spring musical teachers: 0.05 FTE each for Choir, Drama and Music teachers
- e. WASC coordinators: 0.1 FTE f. Dance Fusion Teacher: 0.1 FTE

12.13 Additional Negotiated Stipends

Additional stipends and "other duties" in addition to the above may be made by agreement between the School and the Union.

12.14 BTSA Expenses

The School will pay for all BTSA costs.

12.15 Reimbursement for Credential Related Expenses

PCS shall reimburse up to \$10,000 of the unit member's costs associated with obtaining and maintaining the appropriate credential required by the School in accordance with the following:

- a. The unit member must have successfully passed all courses and examinations required to obtain the appropriate credential required by PCS to be eligible for reimbursement.
- b. The costs must be incurred while in the employment of PCS and must be requested within one (1) year of completion.
- c. The total amount PCS will reimburse to the unit member is \$10,000, or the actual

costs associated with taking the courses and examinations required to obtain the appropriate credential, whichever is less. The term "actual costs" includes testing fees and amounts paid for tuition in courses required to obtain a credential. The unit member must provide the School with proof of what actual costs were incurred before any reimbursement payments will be made.

d. To receive this reimbursement, the unit member must still be employed by the School.

12.16 Compensation for Substitute Teaching Coverage

No unit member shall be required to substitute teach. Unit members who elect to substitute will be compensated at \$45 per hour.

Unit members who agree to combine their classes with another class because of a substitute shortage shall be compensated at the substitute rate.

ARTICLE 13 - HEALTH BENEFITS

13.1 Benefits Committee

a. Annually, before the School's open enrollment period, an Advisory Health Benefits Committee ("AHBC") will meet to expeditiously review health benefits options.

50% of AHBC seats shall be PCS employees selected by the Union and the other 50% of AHBC seats shall be PCS employees selected by the School.

- b. AHBC, by a majority vote, shall make recommendations regarding health benefits options in advance of the open enrollment period. Any changes to health benefits are subject to the negotiations process between the parties. A primary goal of the parties is to maintain the level of benefits while keeping costs stable.
- c. Annually, at the beginning of open enrollment period, the School shall make available the costs of each of the upcoming year's health benefit plans. To the extent notice is provided to PCS by its health benefits broker(s), PCS shall provide unit members with at least two-week notice before the deadline for open enrollment.

13.2 Medical Plans

a. Medical Benefits Eligibility

In order to be eligible for the full employer contribution to employee benefits, employees must be employed at 0.75 FTE or greater. Employees who work less than 0.75 FTE will be eligible for an employer contribution prorated to their percent of full-time employment.

Unit members who in 2018-2019 received the full employer contribution for working less than 0.75 FTE will continue to be eligible for the full employer contribution provided they continue to work at least 0.4 FTE.

b. Employer Contributions

If a unit member elects to receive health benefits from the School, the share of premiums paid by PCS starting in the 2019-2020 school year will be as follows:

The School will provide: (a) for each employee, 76% of the monthly premium cost of the Anthem Blue Cross Gold PPO C plan (or the currently available plan of similar quality) for that employee, and (b) for each dependent/spouse of said employee to be covered, 65% of the monthly premium cost of the Anthem Blue Cross Gold PPO C plan (or the currently available plan of similar quality) for that dependent/spouse.

During open enrollment, unit members will be presented with the dollar amount of the employer contribution as calculated above.

13.3 Dental

The employer will pay for 100% of the cost of the employee-only premium for dental insurance. Unit members who choose coverage for additional family members will pay the additional premium costs for those added family members.

13.4 Vision

Should unit members elect to enroll in vision insurance, including employee only or employee and dependents, the employee will pay 100% of the premium.

13.5 Life, long-term and short-term disability

All members will be provided with Life Insurance, Long-Term Disability, and Short-term Disability plans, with 100% of the premium being paid by the School.

13.6 403(b)

The School shall make available a 403(b) plan to which employees may contribute.

13.7 Unit Member Record Updating

Employees must report any changes in name, address, telephone number, marital status, or number of dependents to the Business Office as soon as such changes become known in order to keep records current.

Subject to negotiations and plan availability, plan options may change from year to year.

ARTICLE 14 - SAFETY

The School and unit members have a mutual responsibility for ensuring safe working conditions. Unit members shall not be required to work in unsafe conditions or to engage in activities that endanger their health, safety, or wellbeing. Upon receipt of a written notice from a unit member regarding maintenance, safe working conditions, facilities and equipment, best practices, or repair and modifications, the School shall evaluate and determine if the condition is unsafe and shall comply with applicable standards of Cal OSHA and provisions of the School's fire and liability insurance program. A response, including at minimum a plan of action (if warranted under the circumstances) and the School's reasoning, will be provided to the unit member within a timeframe which reflects the urgency of the concern, but in no event later than fifteen (15) work days from receipt of the above-referenced written notice.

ARTICLE 15 - ACADEMIC FREEDOM

15.1 Lesson Content

Instruction shall be presented in a fair, accurate, and objective manner that is consistent with the curriculum for the class and appropriate to the age and maturity of students. Instruction shall also be sensitive to the community needs, diverse values, cultures and heritage of students and their families. A unit member shall have reasonable freedom in presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that such material is relevant to the course content, and within the scope of the law.

15.2 Academic Speech

Academic freedom is essential to a robust, effective, and meaningful educational experience. As such, unit members shall be free from unlawful censorship or prior restraint. For example, in performing professional duties, unit members shall have reasonable freedom to express their opinions, if identified as such, on all matters relevant to the course content. However, unit members shall not use their position to persuade or coerce students into adopting a particular political, personal, or religious viewpoint.

15.3 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 the School except in situations of clerical or mechanical mistake, fraud, bad faith, or incompetency. Prior to any grade change based upon one of the above limited circumstances, the following conditions must be met: (a) the responsible teacher must be given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) the responsible teacher will be included in discussions relating to the change of grade, unless the teacher is unreachable after multiple good faith efforts to contact the teacher (ex: the teacher is on a lengthy vacation outside of the country and cannot be at a meeting or communicate electronically).

ARTICLE 16 - TECHNOLOGY AND RESOURCES

16.1 Provisions of Technology

- 16.1.1 The School agrees to provide unit members with reasonable supplies, software, and equipment to prepare and deliver instruction. At a minimum, the School will provide unit members with a personally assigned laptop computer for School and reasonable personal use, internet access on campus, and printer access on campus. However, unit members should be aware there shall be no reasonable expectation of privacy by the unit member in any of the material stored on the School's laptop.
- 16.1.2 At a minimum, each classroom will be provided with a telephone, projector, and speakers.
- 16.1.3 Unit members shall not be responsible for school property that is damaged or destroyed through ordinary wear and tear. Unit members shall also not be responsible for property that is lost, stolen, or damaged through no fault of the unit member. Unit members may be responsible for losses caused by their own negligence or willful action or inaction.

16.2 Damaged Personal Property

- 16.2.1 Reimbursement of up to a maximum of \$500 per member per school year shall be made for loss, destruction or damage by arson, burglary, or vandalism of self-purchased or loaned materials used for instruction, provided the loss is not due to negligence and the item is set forth below:
 - 16.2.1.1 Upon bringing such items to school for use, the unit member shall register any item in value in excess of \$100 and shall provide the School with a description of how the item will be used in instruction. Reasonable care must be taken by the unit member to safeguard and secure any such items.
 - 16.2.1.2 If the school has authorized in writing the use of such materials as necessary for instruction and not provided by the School, the unit member may seek reimbursement for the loss or damage to the item within the limits described herein. Reimbursement will only be made for items approved by the School prior to use.

16.3 Intellectual Property

- 16.3.1 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of the unit member and the School 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 unit member as a project commissioned by the School, the materials are the exclusive property of

the School (e.g., a teacher is commissioned to produce a promotional video for the school). In such cases when the unit member is commissioned to create materials outside of his or her normal duties, the project shall be codified in writing by the Head of School.

- b. If the materials were developed by the unit member 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 unit member, but the School shall be deemed a licensee (without fee) for purposes of internal School 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 the School).
- c. If the materials were developed by the unit member independent of regular duties and on the unit member's own time, the materials are the exclusive property or the unit member (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 school experience).
- d. Before a unit member or the School 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 the School and unit member 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 unit member pursuant to a, b and c above.

16.4 Technology Training

No unit member will be required to use any software or technology for which adequate training is not provided by the School.

ARTICLE 17 - CLASS SIZE AND CASELOAD

17.1 Definition of Class

A class which is synonymous with section as defined in Article 11, is a single period of instruction regardless of the number of courses with the period.

17.2 Reasonable Class Sizes

The parties agree that a major component of providing a high-quality education is maintaining a reasonable student-to-teacher ratio.

17.3 Class Size Limits

No individual class may exceed 28 students, and any assignments in any class in excess of 28 students requires the written agreement of the unit member and the union.

A 1.0 FTE is considered to be five (5) assigned sections regardless of individual section size.

A full section is considered twenty-four (24) students and the size of a full load is twenty-four (24) multiplied by the number of sections a unit member teaches (e.g., a 1.0 FTE has a full load of 24x5 = 120 students).

Any unit member who is assigned more than a full load shall be compensated at the rate of \$436.80 (effective July 1, 2022) and at the rate of \$454.27 effective July 1, 2023) per student in excess each semester. Overage compensation shall be calculated and paid at the end of each semester, counting students who are enrolled for at least half of the semester.

17.4 Combined Classes

PCS shall seek to avoid combination classes whenever possible. In the event that the unit member is assigned a combination class, they may exercise any and all rights enumerated in this agreement. The size of combined classes may not exceed twenty-eight (28) students.

17.5 Concurrent Student Enrollment in Multiple Classes

If a student is enrolled in multiple classes with the same teacher, that student is counted separately per each class.

17.6 Time of Class Sections

A standard class section will meet for no more than 270 minutes in a standard week.

17.7 Tutorial Time

Teachers compensated 0.8 FTE or greater shall also be available to work with students

during two (2) forty (40) minute tutorial periods during each standard work week.

- a. Teachers working less than 0.8 FTE should be available for at least one tutorial period each week.
- a. If a part-time teacher cannot be available for the standard tutorial times, they may offer a lunch tutorial instead on a day that would support them having a duty-free lunch time at some other point during the day.
- b. No teacher shall be required to supervise more than 20 students during a tutorial period.

17.8 Unit Member Seminars

Unit Members employed in a 0.8 FTE or greater capacity must offer one (1) forty (40)-minute Seminar class each week. Members may determine the curriculum, size, and composition of their Seminar classes.

- a. Unit members new to PCS are not required but are encouraged to teach a Seminar for their first year of employment at PCS.
- b. In the case that a member's Seminar has low enrollment and it is necessary to find space for additional students, the School may require the member to supervise a different Seminar. The School-required Seminar must require zero planning or grading work by the member (ex: Silent Reading).

Exceptions to the requirement to teach Seminar may be granted upon a reasonable request from a member.

ARTICLE 18 - REDUCTIONS IN FORCE

18.1 Decision to Layoff

In its discretion, the Board of PCS may decide to reduce or eliminate certificated services due to programmatic needs, declining enrollment, or a reduction in funds.

18.2 No Layoff During School Year

There shall be no reduction or elimination of bargaining unit positions during the term of the current academic year.

18.3 Reduction in Force Defined

Reduction in force shall be defined as an involuntary reduction in FTE for any regular unit member. This shall include probationary and post-probationary employees, but substitute and temporary employees are not subject to the procedures described in this Article.

18.4 Procedure for Layoffs

If a reduction in force takes place, the following procedure shall be followed:

- a. The Board shall consider and pass a resolution indicating the classification and degree (measured by FTE) to which particular kinds of services shall be reduced.
- b. Prior to considering any reductions in force of unit members, the employer shall meet with the union to discuss its impact and receive input concerning allocation of the reduction amongst departments. A preliminary written notification of potential layoffs shall be provided to the Union no later than February 15. The Union must be notified before discussions take place with unit members about class or FTE reductions.
- c. The Union, in consultation with the staff of affected Departments, will have the right to meet and negotiate the effects and/or impact of the School's determination of bargaining unit members to be laid off and the bargaining unit members who are retained, but such negotiations shall not delay implementation of any layoff.
- d. Before reducing FTE or eliminating positions, volunteers shall be sought first. In the case that reductions in force cannot be fully accommodated by volunteers, then the School shall first reduce the hours of members with lower seniority in the affected department. Seniority shall be determined by the total length of time employed by the school without regard to part-time or full-time status. If there are breaks in service and the reason for the break in service was based upon good cause as determined by PCS, the separate periods of service will be added together should a unit member's departure not be based upon good cause, the unit member and UPCS will be notified in writing within two weeks of their departure. In the event two or more members have the same seniority date, the

- tie will be broken by random lottery conducted in the presence of at least one union representative and the affected members..
- e. If reductions in force are necessary, any reduction in force shall proceed in reverse seniority order. No unit member will be terminated while a less senior unit member is retained to render service which the more senior unit member is both certificated and competent to render.

18.5 Preliminary & Final Notice of Layoff

- a. Affected unit members must be notified that they have no return right (other than the rehire list in Section 6, below).
- b. In the event of a reduction in force, the Board shall pass a resolution identifying the service(s) to be reduced, and thereafter (applying the criteria enumerated in this Article) PCS shall issue a preliminary notice by no later than March 15th to any unit members whose services are to be reduced or eliminated.
- c. Final notice of a reduction in force occurring for the following school year shall be provided no later than May 15th.

18.6 Rehire List

- a. Individuals who have had their FTE reduced or positions eliminated shall be placed on a reemployment list for a period of thirty-nine (39) months following the effective date of the layoff and shall be offered reemployment in order of seniority (based on first paid date at the School).
- b. If and when a position opens, it must be offered to the most senior qualified member on the Rehire List who holds the appropriate certification. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have ten (10) calendar days from the date of the notice to respond to the offer of re-employment.
- c. Unit members who decline an offer of reemployment for a position for which they hold an appropriate credential will be removed from the Rehire List and will have to reapply for consideration of future employment.
- d. No prospective employee may be offered a position until every qualified unit member on the Rehire List has refused an offer of reemployment for a position requiring that credential.
- e. When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

18.7 Grievance Procedure

The employer's decision to reduce force is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement.

a. In the event that the employer makes an error with respect to the procedures and criteria in this article, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

ARTICLE 19 - MISCELLANEOUS

19.1 Successor Employer or Merger

This Agreement may be enforceable between the union and any successor employer according to applicable law. If PCS is legally able to and decides to change corporate status, dissolve or merge and in such event, if PCS would no longer be the public school employer under the EERA, PCS shall consult with United PCS and will review any suggested proposals concerning the intended action. However, such decisions are not subject to negotiations between the parties and as such the Board retains the right to take final action.

19.2 Maintenance of Standards

Subject to the EERA, the School shall not make any unilateral changes in any terms and conditions of employment. This Agreement shall supersede any rules, regulations, or practices of the School which are contrary to or inconsistent with the expressed terms of this Agreement. The parties to this Agreement shall not interpret this Agreement, any of its terms or work rules, which implement this Agreement, in a manner that is arbitrary, capricious or discriminatory.

19.3 Savings

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts and effects of such a change.

19.4 New Schools

If PCS opens another school or campus, all certificated employees working in any such new school or campus shall be included in the bargaining unit and represented by United PCS as the exclusive representative.

19.5 Additional Work & Requests for Release Time

Teachers may request release time for extra duty tasks such as writing multiple letters of recommendation for students or drafting graduation speeches, etc. The final decision to grant such time will rest with the Head of School and a record of all requests will be reported to UPCS.

APPENDIX A

DEPARTMENT CHAIR POSITION AND RESPONSIBILITIES

Department Chairs are unit members who work to build consensus in their department and facilitate progress toward goals set by administration and the Instructional Leadership Team, on which they represent their department. They are collaboratively nominated by the unit members of each department and appointed at the discretion of the Head of School. Department Chairs do not serve in a management or administrative capacity and do not have hiring, assessment or supervisory responsibilities over other unit members.

Department Chairs collaborate with their departments, school administration, and the Instructional Leadership Team (ILT), on which they serve to:

- 1. Facilitate development of/progress toward shared and measurable department goals that are student-centered, equity-focused, and aligned with the vision, mission, and values of the school.
- 2. Collect and use a variety of data to establish goals, reflect on instructional effectiveness, promote professional learning, and report on the work of the department to both internal and external constituencies.
- 3. Facilitate a vertically aligned system of curriculum, instruction, and assessment that promotes and documents a progression of content area knowledge and skill acquisition.
- 4. Provide department colleagues with timely reports on Instructional Leadership Team meetings at which they are representing their department. Department Chairs will build consensus within the departments for ILT decisions and discussions they are engaged in.
- 5. Facilitate and document department meetings that promote collaboration among colleagues focused on continuous and sustainable improvement.
- 6. Collaborate with their department colleagues to allocate resources in support of effective instruction and department goals, including identifying professional development needs and opportunities, overseeing textbook adoption and inventory, and managing the departmental budget.
- 7. Collaborate with the Faculty Dean and department colleagues to facilitate unit member participation on hiring committees and help onboard new department members and long-term substitutes.
- 8. Help their department to identify and promote opportunities for cross-curricular collaboration.

- 9. Collaborate with department colleagues in annual review of course descriptions and syllabi to ensure they are aligned to the PCS vision, mission, and values, and are up-to-date, and accurate.
- 10. Consult with Academic Advisors, College Counselor, and/or the Registrar regarding transfer credit allocation for off campus and prerequisite coursework and other issues related to student placement or transcripts.

APPENDIX B

Teachers 2022-23 Salary Schedule Effective retroactive to July 1, 2022

1	\$55,107
2	\$56,374
3	\$57,671
4	\$58,997
5	\$60,354
6	\$62,165
7	\$64,030
8	\$65,951
9	\$67,930
10	\$69,968
11	\$72,067
12	\$74,229
13	\$76,456
14	\$78,750
15	\$81,113
16	\$83,546
17	\$86,052
18	\$88,634
19	\$91,293
20	\$94,032
21	\$96,853
22	\$99,759

Stipends for advanced degrees will be added annually after step and increase. Employees holding advanced degrees will be afforded one stipend, corresponding to their most advanced degree (e.g. M.A., M.S., or Ph.D.). Stipends will be prorated by employee's percentage of FTE:

M.A., M.S., or other master's degree: \$1,622.00 Ph.D., Ed.D., or other doctoral degree: \$3,245.00

Teachers 2023-24 Salary Schedule Effective July 1, 2023

1	\$57,311
2	\$58,629
3	\$59,978
4	\$61,357
5	\$62,768
6	\$64,652
7	\$66,591
8	\$68,589
9	\$70,647
10	\$72,767
11	\$74,950
12	\$77,198
13	\$79,514
14	\$81,900
15	\$84,358
16	\$86,888
17	\$89,494
18	\$92,179
19	\$94,945
20	\$97,793
21	\$100,727
22	\$103,749

Stipends for advanced degrees will be added annually after step and increase. Employees holding advanced degrees will be afforded one stipend, corresponding to their most advanced degree (e.g. M.A., M.S., or Ph.D.). Stipends will be prorated by employee's percentage of FTE:

M.A., M.S., or other master's degree: \$1,687.00 Ph.D., Ed.D., or other doctoral degree: \$3,375.00

School Counselor 2022-23 Salary Schedule Effective retroactive to July 1, 2022

1	\$65,520
2	\$67,027
3	\$68,569
4	\$70,146
5	\$71,759
6	\$73,912
7	\$76,129
8	\$78,413
9	\$80,765
10	\$83,188
11	\$85,684
12	\$88,255
13	\$90,902
14	\$93,629
15	\$96,438
16	\$99,331
17	\$102,311
18	\$105,381
19	\$108,542
20	\$111,798
21	\$115,152
22	\$118,607

Stipends for advanced degrees will be added annually after step and increase. Employees holding advanced degrees will be afforded one stipend, corresponding to their most advanced degree (e.g. M.A., M.S., or Ph.D.). Stipends will be prorated by employee's percentage of FTE:

M.A., M.S., or other master's degree: \$1,622.00 Ph.D., Ed.D., or other doctoral degree: \$3,245.00

School Counselor 2023-24 Salary Schedule Effective July 1, 2023

1	\$68,141
2	\$69,708
3	\$71,312
4	\$72,952
5	\$74,629
6	\$76,868
7 .	\$79,174
8	\$81,550
9	\$83,996
10	\$86,516
11	\$89,111
12	\$91,785
13	\$94,538
14	\$97,374
15	\$100,296
16	\$103,304
17	\$106,403
18	\$109,596
19	\$112,884
20	\$116,270
21	\$119,758
22	\$123,351

Stipends for advanced degrees will be added annually after step and increase. Employees holding advanced degrees will be afforded one stipend, corresponding to their most advanced degree (e.g. M.A., M.S., or Ph.D.). Stipends will be prorated by employee's percentage of FTE:

M.A., M.S., or other master's degree: \$1,687.00 Ph.D., Ed.D., or other doctoral degree: \$3,375.00

APPENDIX C

Standards Checklist with Narrative Summary – Counselor



Name Assignment Date									
		Date							
Certificated	Status (Select One):	Temporary	Probation	nary	Post	t Prob	ation	ary	
	1 = Practice Does Not Meet Sta 2 = Practice Partially Meets Sta 3 = Practice Meets Standard (Standards	andard (Beginning/Needs Imp Successful on continuum) s (Integrating/Exemplary on c	rovement on con	tinuum)					
1.	Delivery System:				1	2	3	4	5

The way in which counselors deliver services

- 1.1 Guidance Program: Provide every student with the knowledge and skills appropriate to their developmental level.
- 1.2 Individual Student Planning: Coordinates ongoing systematic activities designed to assist individual students in establishing personal goals and developing future plans.
- 1.3 Responsive Services: Designs activities to meet immediate needs of students through counseling, consultation, referral, peer mediation, information, or other interventions.
- 1.4 System Support: Designs administrative and management activities that establish, maintain, and enhance the total counseling program.

2. **Management System:**

The "when, why, whom and on what authority" of the program

- 2.1 Program Coordination: Works with staff that provides site counseling services to effectively coordinate services to all students.
- 2.2 Student Monitoring: Monitors students' achievement data and competency related data to ensure that all students receive what she/he needs to achieve success in school.
- 2.3 Calendar Development: Works with school leadership and other staff to develop and

3. **Accountability System:**

The Effectiveness of the Counseling Program in Measurable Terms

3.1 Use of Data; Develops and implements needs-driven and research-supported programs and engages in continuous program evaluation activities. Uses data to effect change within the school system and to ensure that every student receives the benefits of the counseling program.

4. **Professional Development: The Level of Growth in Counseling Abilities**

- 4.1 Reflection: Reflects on practice and planning professional development.
- 4.2 Goal Setting: Establishes professional goals and pursuing opportunities to grow professionally.
- 4.3 Community Collaboration: Works with communities to improve professional practice.
- 4.4 Family Collaboration: Works with families to improve professional practice.
- 4.5 Collegial Collaboration: Works with colleagues to improve professional practice.
- 4.6 Balance: Balances professional responsibilities and maintains motivation.

5. **Fulfilling Professional Responsibilities**

- 5.1 Establishing and maintaining effective relationships with those contacted in the course of work.
- 5.2 Complying with established site, district, and state regulations, rules, policies, contracts, and laws.
- 5.3 Fulfilling assigned reports and duties.

NARRATIVE SUMMARY

Type into the document below and/or attach additional pages and include the following:

- If any elements checked "4 or 5 Exceeds Standards", specific commendations relative to the standards may be included.
- 2. Comments pertaining to progress toward professional goal(s).
- 3. If any elements checked 1 "Does Not Meet Standards" or 2 "Partially Meets Standards", specific recommendations for improvement for each area of deficiency need to be listed.
- 4. For a unit member with an overall rating below "3 Meets Standards", an improvement plan, aligned with the Narrative Summary, needs to be written with suggestions for remediation in the specific areas of deficiency, recommended support through the upcoming evaluation cycle, and realistic timelines for improving in each area of deficiency.

Overall Evaluation Rating

Does not meet standards Partially meets standards Meets standards Exceeds Standards

Employee Signature	Date	
Evaluator Signature	Date	

This signature will be considered an acknowledgement of having read and discussed this form, not an agreement with the content. Unit members who have an overall evaluation lower than "meets standards" are encouraged to invite a UPCS representative to the summary evaluation conference in order to create the required remediation plan.

A Developmental Continuum of Counselors' Abilities

Aligned with the American School Counselor Association

Introduction

This continuum for counselors is written to ensure student success. Counselors will use the Continuum for self-assessment and will take into account school goals when developing Professional Goals or Areas of Investigation.

The Continuum presents a holistic view of counseling. Its organization corresponds to the following standards within the counseling program:

- Standard One: Delivery System: The way in which counselors deliver services
- Standard Two: Management System: The "when, why, whom and on what authority" of the program
- Standard Three: Accountability System: The effectiveness of the counseling program in measurable terms
- Standard Four: Professional Development: The Level of Growth in Counseling Abilities
- Standard Five: Fulfilling Professional Responsibilities

The standards are to be considered as a whole and not in any particular sequence or order. Each standard contains elements of counseling practice. They are interrelated and work together to provide a complete picture of an effective counseling program.

The Continuum is organized to describe the five levels of development. These levels are labeled Unsuccessful, Beginning/Needs Improvement, Successful, Integrating/Exemplary, and Innovating. Each level addresses what a counselor should know and be able to do in the different Continuum standards. The levels do not represent a chronological sequence in a counselor's growth, but each row describes developmental levels of performance. A counselor may be at beginning/needs improvement level of practice in some places on the Continuum and at innovating levels in others, no matter how many years she/he has been in the profession.

How to Use the Continuum: To use the Continuum, you read across each row of descriptors from left (unsuccessful) to right (innovating) as the descriptors become more complex and sophisticated. As you move from left to right, locate the descriptor that best defines your current practice. Any practice described on the left of the Continuum is cumulative to those on the right even if not explicitly stated.

Because a counselor's growth is developmental, one may return to an earlier level temporarily if there are changes in a counselor's assignment, such as new school or grade level.

The Continuum provides a common language for setting and discussing goals for professional development within an environment of collegial support. The Continuum is a guide for self-reflection, assessment and conversation between counselors, advisors/support providers, and administrators. It is intended to help counselors interpret their counseling and make informed decisions about their ongoing development as a professional. The Continuum serves as an entry point for counselors to identify and work toward professional goals. It is not an isolated observation instrument but is best used as one component of a comprehensive process of assessing the development of counseling practice. It is a part of a counselor's evaluation process and is appropriately used within a peer coaching relationship with a colleague or administrator.

Glossary of Terms:

- ❖ Continuum: A document describing different levels of practice or knowledge along various stages of development.
- ❖ Descriptors: An individual cell or "box" corresponding to the developmental levels in the Continuum.
- **Standard**: One of the areas of professional practice that comprises the Continuum.
- **Element**: A specific sub-category within a standard.
- **Level**: The levels of counselor development that represent what a counselor should know and be able to do, e.g.:
 - > Unsuccessful: A level of development in which the counselor is not successful in meeting the professional standard.
 - **Beginning/Needs Improvement**: A level of development in which the counselor still relies on more experienced colleagues for support but is moving toward becoming more self-directed and independent in her/his practice.
 - > Successful: A level of development in which the counselor is able to design and implement independently, internalizes and easily applies what she/he has learned about counseling.
 - Integrating/Exemplary: A level of development in which the counselor is fully skilled, confident and able to integrate complex elements of instruction, curriculum and professional development into practice. The integrating counselor adapts and changes systems when needed, forms collegial relationships, engages in professional growth activities, and is often a leader among peers.
 - Innovating: A level of development in which the counselor is consistently innovative and creative in all areas of counseling and professional development. A leader in school, district and local community, the innovating counselor contributes to the broader education community through staff development, school-based research and reform, articles in professional journals, etc.

Standard One: Delivery System: The way in which counselors deliver services

1.1 Guidance Program Provide every student with the knowledge and skills appropriate to their developmental level.	UNSUCCESSFUL Practice Does Not Meet Standards Delivers little or no information on academic, career and personal/social.	BEGINNING/ NEEDS IMPROVEMENT Practice Partially Meets Standards With assistance from others, participates minimally in the design and implementation of parent workshops to promote student academic, career and personal/social development.	Practice Meets Standards Provides academic career and personal/social guidance through classroom instruction, group activities and parent workshops in collaboration with others.	INTEGRATING/ EXEMPLARY Practice Exceeds Standards Builds and extends the counseling program. Actively seeks additional resources for students and families to meet identified needs. Actively adds to the guidance program.	INNOVATING Practice Exceeds Standards Facilitates regular opportunities for students, families and staff to design and implement guidance program.
1.2 Individual Student Planning Coordinates ongoing systematic activities designed to assist individual students in establishing personal goals and developing future plans.	Does not successfully complete all students' four year plans in a timely manner.	Completes the paperwork for the students' four year plans, but may not engage in individual conversations with the students.	Develops students' four year plans based on students' abilities, interests, skills, achievement level, and goals (personal, academic, career) and monitors the plans.	Coordinates activities that help all students plan and monitor their own learning in the areas of academic, career and personal/ social growth. Develops process to improve effectiveness student sessions.	Collaborates with staff, students and families to build student capacity to monitor and manage their individual plans.
1.3 Responsive Services Designs activities to meet immediate needs of students through counseling, consultation, referral, peer mediation, information, or other interventions.	Is unsure where to find the information for students and families in need and does not ask colleagues for assistance.	Limited development of resources to respond to immediate needs of students and families. Provides little or no guidance to students to ensure follow through on referrals.	Responds to immediate student and family needs based on thorough knowledge of cause, motivation and potential effect. Communicates to all appropriate staff in a timely manner.	Notices the more subtle warning signs of needs and has multiple strategies with which to respond to immediate needs.	Uses multiple methods to ensure accessibility to students and families. Possesses extensive and thorough knowledge of resources to facilitate effective interactions with students and families.

1.4 System Support
Designs administrative
and management
activities that establish
maintain, and enhance
the total counseling
program.

Attends very few or no department/leadership meetings.
Inconsistently communicates information regarding the counseling program.

Attends and participates in some department /leadership meetings to facilitate implementation of counseling program.

Communicates with staff using a variety of methods to ensure that all members have information about the counseling program.

Provides professional development for staff as needed. Consults with staff to improve counseling services and the overall counseling program.

Provides ongoing professional development to staff. Collaborates with staff to ensure students' academic, career and personal/social success.

Standard Two: Management System: The "when, why, whom and on what authority" of the program

standard two: Management System: The When, why, whom and on what authority of the program						
	UNSUCCESSFUL	BEGINNING/ NEEDS	SUCCESSFUL	INTEGRATING/	INNOVATING	
	Practice Does Not Meet	IMPROVEMENT	Practice Meets	EXEMPLARY	Practice Exceeds	
	Standards	Practice Partially Meets	Standards	Practice Exceeds	Standards	
		Standards		Standards		
2.1 Program	Interacts primarily with	Interacts with department	Communicates and works	Obtains additional	Collaboratively plans and	
<u>Coordination</u>	site leadership for	chairs and other faculty to	directly with department	resources form the	implements counseling	
Works with staff that	counseling and designated	ensure student progress,	chairs, program	community to expand	program with site	
provides site	support staff to promote personal/social, and	appropriate placement, course alignment and to	coordinators, clerical staff, and families to promote	counseling services. Seeks opportunities to	leadership and key staff throughout the school.	
counseling services to	academic success for	clarify course	effective counseling	communicate and	Collaborates with families	
effectively coordinate	students.	prerequisites.	services in the area of	coordinate with other	to engage their leadership	
services to all students.			personal social, career and	programs on site.	in support of the	
			academic development.		counseling program.	
2.2 Student Monitoring	Minimally identifies	Begins to identify some	Independently accesses a	Thoughtfully guides	Fosters student leadership	
Monitors students	individual student needs	group patterns based on	variety of data resources	students in self-	to provide support,	
achievement data and	based on available data.	available data. May respond to students	to monitor student success. Identifies	monitoring some aspects of their academic, career,	resources and techniques for other students to learn	
competency related		individually without	patterns within the data	personal/social	self-monitoring skills.	
data to ensure that all		working on a systemic	for use with individuals	development.	Establishes sustainable	
students receive what		process to address trends.	and with groups of	·	programs by which to	
she/he needs to			students to foster success		monitor student success.	
achieve success in			in academic, career and			
school.			personal/social goals.			

<u>2.3</u>	Calenda	<u>ar</u>
Dev	elopme	ent

Works with school leadership and other staff to develop and communicate a yearly and weekly calendar of counseling events and programs.

Contributes very little to the establishment of the counseling calendar. Attends counseling events, but does not communicate with stakeholders. Provides some input on calendar of events and minimally participates in the planning and implementation of events. May assist in the communication and coordination of counseling events to staff.

Plans counseling events and ensures that these events are coordinated with the school calendar and in alignment with the school plan. Ensures that the program is communicated to all staff and students.

Uses a variety of methods to communicate the counseling program and events to students, families, and staff.
Enhances and expands the counseling program based on identified student and family needs.

Actively works with school leadership and staff to integrate counseling events into the overall school program, regularly communicating the importance of the programs.

Standard Three: Accountability System: The Effectiveness of the Counseling Program in Measurable Terms

	UNSUCCESSFUL	BEGINNING/ NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/ EXEMPLARY	INNOVATING
	Practice Does Not Meet Standards	Practice Partially Meets Standards	Practice Meets Standards	Practice Exceeds Standards	Practice Exceeds Standards
3.1 Use of Data Develops and implements needs-driven and research-supported programs and engages in continuous program evaluation activities. Uses data to effect change within the school system and to ensure that every student receives the benefits of the counseling program.	Identifies very few or no issues based on data analysis. Minimal discussion regarding possible interventions.	Analyzes data. Shares trends that emerge from data. When given guidance from colleagues, may work with appropriate school leadership to develop interventions.	Maintains ongoing data analysis. Initiates collaboration with staff to develop interventions and reviews results regularly.	Knows when and how to disaggregate counseling related data to ensure equity and access to the counseling program for all students. Meets with leadership and key individuals to design multiple approaches to meet identified students' needs. Responsive to the changing needs of the student population.	Collaborates with the school community to drive counseling program and school- wide change. Bases decision making on a thorough understanding of a wide variety of disaggregated data. Leads the staff in understanding various data related to counseling services.

Standard Four: Professional Development: The Level of Growth in Counseling Abilities

4.1 Reflection Reflecting on practice and planning professional development	UNSUCCESSFUL Practice Does Not Meet Standards Does little reflecting on elements of teaching (e.g. pacing, procedures, discipline, movement, materials, etc.). Does not make plans for own professional development.	BEGINNING/ NEEDS IMPROVEMENT Practice Partially Meets Standards May reflect on instructional successes and dilemmas and plans professional development to add to instructional strategies.	SUCCESSFUL Practice Meets Standards Reflects on the relationship of teaching practice and student learning. Plans professional development based on reflections.	INTEGRATING/ EXEMPLARY Practice Exceeds Standards Analyzes and reflects on teaching and learning based on evidence gathered regularly. Plans professional development based on reflections and other resource.	INNOVATING Practice Exceeds Standards Integrates analysis and reflection into daily practice based on a wide variety of evidence in relationship to professional growth and student learning. Plans draw on a wide variety of resources to expand knowledge.
4.2 Goal Setting Establishing professional goals and pursuing opportunities to grow professionally	The only goals developed may be through the required evaluation processes. Attends required in- service trainings, but does not seek out additional opportunities to grow professionally.	May set goals considering self- assessment and other feedback. May not seek out professional development opportunities (e.g. workshops, classes, seminars, etc.)	Sets short-term professional goals based on self- assessment of effectiveness, student learning, and feedback. Seeks out opportunities for professional development.	Sets and modifies short and long-term goals considering self-assessment and feedback from a variety of sources. Actively engages in and contributes to professional development.	Contributes to professional organizations, literature, and development opportunities to extend own teaching practice and that of colleagues. Leads professional development.
4.3 Family Collaboration Working with families to improve professional practice.	Minimally communicates with families at reporting periods and school events. Limited professional communication (verbal, electronic, written). Minimal adherence to the District Civility Code.	Shares some student progress and classroom activities. May be unaware of family backgrounds and their role in student learning.	Regularly communicates student progress in appropriate ways, taking into account the diversity of families. Encourages families to contribute to the classroom and school.	Maintains regular and responsive communication with all families. Provides opportunities for families to actively participate in the classroom and school.	Engages families in a variety of responsible ongoing, two-way communications in support of student success. Structures a wide range of opportunities for families to contribute to the classroom and school community.

4.4 Collegial Collaboration Working with colleagues to improve professional practice.	Does not consistently act as a positive team member with colleagues. Limited or inappropriate communication (verbal, electronic, written). May be uncooperative with colleagues. Minimal adherence to the District Civility Code.	May have positive working relationships with a few colleagues and support staff. Does not collaborate with colleagues to plan curriculum, coordinate resources, or solve problems.	Works constructively with colleagues and support staff to improve students learning and reflect on practice. Is positive and supportive of colleagues.	Engages staff in dialogue and reflection to support student learning and teacher growth in responsive and appropriate ways.	Provides opportunities to collaborate with staff to support learning for all students. Provides leadership for contributes to the learning of other educators. Is an active leader who willingly shares ideas and skills.
4.5 Balance Balancing professional responsibilities and maintaining motivation.	Does not have a positive attitude in the classroom (may display apathy or negativity). Does not exhibit an understanding of professional responsibilities.	Inconsistently demonstrates understanding of professional responsibilities.	Maintains a positive attitude through the year, demonstrates professional integrity, and balances professional responsibility with personal needs.	Maintains motivation and commitment to all students, demonstrates professional integrity, and challenges self intellectually and creatively.	Maintains motivation and commitment to all students and the professional community, demonstrates and models professional integrity, and challenges self intellectually and creatively throughout career.

Standard Five: Fulfilling Professional Responsibilities

	UNSUCCESSFUL Practice Does Not Meet Standards	BEGINNING/ NEEDS IMPROVEMENT Practice Partially Meets	SUCCESSFUL Practice Meets Standards	INTEGRATING/ EXEMPLARY Practice Exceeds	INNOVATING Practice Exceeds Standards
5.1 Establishing and maintaining effective relationships with those contacted in the course of work	Is uncooperative toward students, staff, and families. Is unconcerned about forming effective working relationships. Does not strive to work as a team member.	Standards Inconsistently demonstrates effective working relationships with students, staff, families. Inconsistent attitude and motivation level.	Maintains a positive attitude through the year, demonstrates professional integrity, and balances professional responsibility with personal needs.	Standards Maintains motivation and commitment to students, families, and staff. Demonstrates professional integrity, and challenges self intellectually and creatively.	A leader in the professional community, a model of professional integrity; collaborates intellectually and creatively with staff, families, community, and students.

5.2 Complying with established site, district, and state regulations, rules, policies, contracts, and laws	Is unfamiliar with site and district policies and regulations. Lacks initiative to find information related to rules and regulations.	Shows little interest in adhering to district or site policies. May follow some rules and procedures, but ignores others.	Complies with site and district policies and regulations. Is willing to participate in policy discussions and offers suggestions through appropriate channels for improving procedures.	Complies with all site and district policies. Takes initiative to discuss possible improvements for site and district policies, rules, regulations, and procedures.	Actively supports the adherence to site and district policies. May serve on a site or district level committee to review and revise rules, regulations, policies. Assists colleagues in following site rules and procedures.
5.3 Fulfilling assigned reports and duties	Fails to attend or arrives late to required meetings. Avoids assigned duties. Submits late, careless, or inaccurate reports.	Needs frequent reminders regarding meetings and other duties. Reports are sometimes late or inconsistently accurate. Rarely participates during required meetings.	Attends meetings and other assigned duties. Is dependable, prompt, and accurate in completing reports. Participates during required meetings.	Performs assigned duties at both site and district level. Takes initiative to offer additional services to students and staff. Actively participates and contributes during meetings.	An acknowledged site and district leader in performance of professional duties. Positively contributes to school and district culture by recommending improvements regarding routine duties.