

TENTATIVE AGREEMENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
UTLA/PCHS
FOR JULY 1, 2006 - JUNE 30, 2008**

PCHS and UTLA/PCHS agree to the following to settle all negotiations for the 2006-07 and 2007-08 school years, except during the term of the Agreement, the parties may reopen further negotiations only as to class size reduction as specified in the collective bargaining agreement:

1. Salary

Effective July 1, 2006, the PCHS salary schedule shall be increased by 6%. For the 2007-08 school year, the PCHS salary schedule shall be increased by either the negotiated LAUSD-UTLA salary schedule enhancement or the COLA increase in the general purpose block grant (revenue limit) received by PCHS for the 2007-08 school year, whichever is greater.

2. Health Benefits

PCHS shall cover any increased costs in health benefits premiums per its current plan for the 2006-07 and 2007-08 school years.

3. School Calendar 2007-08

No Change.

4. Class Size Reduction

The parties agreed to the attached tentative agreement (Appendix "A") concerning class size reduction.

5. Stipends

Effective July 1, 2006, the stipend schedule for PCHS shall be increased by 20%. The parties further agree that representatives from both PCHS and UTLA/PCHS will convene by September 1, 2007 to confirm the list of stipended positions at PCHS.

6. Department Chair Responsibilities

The parties agree to the attached "Responsibilities of Department Chair Persons" document (Appendix "B") which is applicable to all Department Chairs at PCHS. Included in that description, the parties also agree that, outside the contract day, each Department Chairperson shall attend a minimum of one 1-hour meeting per month during the school year. This meeting is in addition to the existing required attendance at Curriculum Council meetings (which occur once per month). Additional meetings,

7/23/07 Subject to final ratification by PCHS Board of Directors

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beyond these two meetings, may be convened on an as-needed basis. As compensation for the extra monthly meeting, the base Department Chair stipend shall be augmented by \$500 per year and then that stipend increased by twenty percent (20%), effective July 1, 2007. For Departments that choose more than one chair, only one stipend is provided to the Department and it will be split amongst any co-chairs. As compensation for any additional meetings which may be needed beyond the mandatory two meetings noted above, the Department Chair shall be compensated at the hourly rate. In situations involving co-chairs, only one co-chair will be compensated at the hourly rate.

7. LAUSD-UTLA Article 10: Evaluation and Discipline


The parties agree that the attached article concerning Evaluation and Discipline (Appendix "C") shall replace Article 10 from the LAUSD-UTLA agreement and shall serve as the governing article for evaluation and discipline of PCHS unit members. However, unless extended by the parties, Section 16.0 "Dismissal Procedures," will lapse with the termination of the 2006-2008 agreement.

8. Masters and Doctorate Stipend

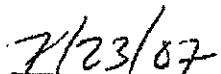
PCHS agrees to reimburse unit members up to \$500 for costs incurred effective July 1, 2007 and thereafter to obtain full CLAD certification/credential (reimbursement is provided upon submission of proof of the CLAD certificate).

Effective July 1, 2007, PCHS also agrees to reimburse unit members up to \$1,500 for completion of BTSA requirements to receive a clear credential.

Effective July 1, 2007, for those employees who hold a Masters degree, the annual stipend for such credentials shall be increased to \$1,000.00 and for Doctorates; the annual stipend shall be increased to \$1,500.00.



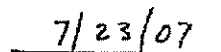
PCHS Representative



Date



UT/PCHS Representatives



Date

Tentative Agreement 4/16/07

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The achievement of class size reduction is a high priority goal of the Board of Directors (hereinafter, the Board), United Teachers of Los Angeles (hereinafter, UTLA), teachers, students, and parents of Palisades Charter High School (hereinafter, PCHS). To that end, a joint PCHS/UTLA Class Size Task Force (hereinafter, CSTF) has been formed. The CSTF is currently comprised of Ann Davenport, Amy Dresser-Held, Tim Henderson, Gloria Martinez, Alex Shuhgalter and Joi Tanita. Any changes in membership must be jointly approved by the Executive Director and the PCHS Chapter Chairperson.

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By June 2007, the CSTF will: 1) finalize current class size reduction work-in-progress, and 2) generate two or more additional proposals for meaningful class size reductions which not only specify potential benefits and possible negative programmatic or fiscal ramifications, but also avoid decreases of paid preparation time as well as increases in teaching minutes per teachers and/or total number of students per teacher unless such decreases or increases are appropriately recompensed and voluntarily undertaken (e.g., auxiliary teaching periods).

While nothing in this section shall be construed as preventing the parties from mutually agreeing to implement a proposal for class size reduction prior to the 2008-2009 school year, two timeline goals have been established: 1) prior to the June 2007 Board of Directors meeting, UTLA will enable the teachers to prioritize the proposed actions for presentation to the Board, and 2) these proposals shall be considered by the Board and UTLA in negotiations for implementation no later than the 2008-2009 school year.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

PCHS Representative

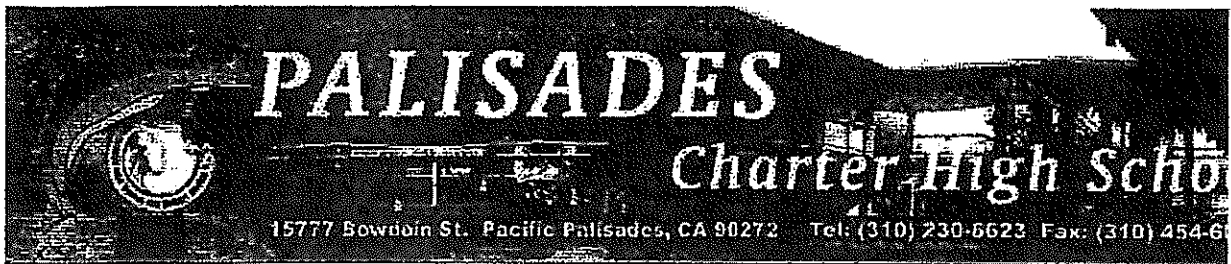
[Signature]

Date: 4/16/07

PCHS/UTLA Representative

[Signature]

Date: 4/16/07



General News

2007-2008 School Calendar to Remain the Same

Joint Statement
PCHS/UTLA
2007-2008 School Calendar

The PCHS Board/Administration and PCHS-UTLA wish to thank all PCHS stakeholders for their efforts in considering a calendar change for 2007-2008. This was, at times, a difficult issue with many varying viewpoints.

We have been reviewing and studying this matter in recent months and have concluded that there will be no calendar change for 2007-2008. Together, we will continue to review this and other issues with the purpose of doing what is best for our students.

In making this decision, we wish to acknowledge the entire school community for the time and energy put in on both sides throughout this school year.

A copy of the 2007-2008 school calendar will be available by May 10th, 2007 online and in the main office.



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2007-08 Calendar - **TENTATIVE**

July 2 – 30	Summer School
July 2 – August 10	Dolphin Days
August 20 – 23	Program Adjustment Days
August 23	Parent Orientation Meeting, 7:00 PM – Mercer Hall
August 27 – 29	Buy Back Days
August 31	Holiday
September 3	Holiday
September 4	Pupil Free Day
September 5	Students return
September 8	Traveling Parent Meeting – 10:00 AM Crenshaw High School
September 13	Unassigned Day – no school
October 4	Back to School Night – 6:30 PM
October 5	Minimum Day
October 16	Professional Development – all day
November 6,7	CAHSEE Testing
November 12	Veterans' Day School Holiday
November 21	Unassigned Day – no school
November 22, 23	Thanksgiving Holiday
December 17 - January 4	Winter Break
January 21	MLK Holiday

Rev. 5/10/07

January 29	Final Exams – Periods 1, 3 Minimum Day
January 30	Final Exams – Periods 2, 4 Minimum Day
January 31	Final Exams – Periods 5, 6 Minimum Day
February 1	All Classes Meet – Minimum Day
February 4	Professional Development Day
February 5	Spring Semester – Periods 0, 1, 3, 5, 7 Meet
February 18	Presidents' Day
March 11, 12	CAHSEE Testing
March 17 - 21	Spring Break
March 24	Unassigned Day – no school
April 15	Professional Development Day – no students
April 24	Showcase Night
April 25	Minimum Day
May 5 – 16	AP Exams
May 6, 7	CAHSEE
May 14 - 23	CST Testing
May 16	Senior Prom
May 26	Memorial Day Holiday
June 9 - 13	Quiet Week
June 17	Final Exams – Periods 1, 3 Minimum Day

Rev. 5/10/07

June 18	Final Exams – Periods 2, 4 Minimum Day
June 19	Final Exams – Periods 5, 6 Minimum Day
June 19	Graduation – 6:30 PM
June 20	Pupil Free Day

Rev. 5/10/07

5. Every bargaining unit committee member shall be compensated \$50 per meeting attended for a maximum of one committee meeting per month effective July 1, 2005.
6. A maximum of one leadership stipend per person per year. (department chair, Lead Coordinator, Program Chairpersons, or Small Learning Community (SLC) leader) If a person serves in two capacities, the highest paid leadership stipend applies.
7. Release time: No release times that negatively impact class size shall be granted without the expressed 75% approval of the impacted departments and the Human Resources Committee, except those separately included herein.

Additional Coordinatorship Stipends per semester (coaches separate list)

Small Learning Community	\$ 750
Drama	\$ 2450
Counselor	\$ 750
Academic Decathlon	\$ 2700
Senior Class	\$ 1300
Music	\$ 2750
Mock Trial/ Speech & Debate	\$ 1700
Safety	\$ 750
Magnet Coordinator	\$ 750

Schoolwide Program Leader/ Coordinators per semester

Academic Watch Coordinator	\$ 2500
Student of the Month Coordinator	\$ 1500
Professional Growth Advisor	\$ 1500
Library Program Coordinator	\$ 1500
Leadership Coordinator	\$ 2500
Yearbook Coordinator	\$ 2500

Department Chairperson Stipends per semester

<u>Department Size</u>	<u>Stipend</u>
1-7 teachers	\$ 400
8-11 teachers	\$ 700
12 or more	\$1000

Departments sizes

- 1-7 teachers: Health Education, Physical Education, Technical Education, Visual & Performing Arts, Library
- 8-11 teachers: Foreign Language, Special Education
- 12 or more: English, Mathematics, Science, Social Studies

Those National Board Certified teachers who serve as department chairs as part of their 92 hour commitment do not receive a chair stipend.

Co-chairs and co-coordinators each receive half of the stipend.

Sports Stipends per Assignment

Late Bus Supervisor	\$2800
Athletic Director	\$2800
Assistant Athletic Director	\$2400
Varsity Football Head Coach	\$2800
Varsity 1 Football Assistant Coach	\$2400
Varsity 2 Football Assistant Coach	\$2200
Frosh/Soph Football Head Coach	\$2300
Cross Country Head Coach	\$2300
Cross Country Asst. Coach	\$2000
Frosh/Soph Basketball B&G Head Coaches	\$2400
Volleyball Head Coaches Boy's & Girls	\$2500
Volleyball Asst. Coaches Boy's & Girls	\$2300
Golf Coaches Boy's & Girls	\$2300
Tennis Head Coaches Boys & Girls	\$2300
Tennis Asst. Coaches Boys & Girls	\$2100
Cheerleader Coaches	\$2300
Varsity Boy's & Girls Basketball Head Coaches	\$2500
Varsity Boy's & Girls Basketball Asst. Coaches	\$2300
JV Boy's & Girls Basketball Head Coaches	\$2300
JV Boy's & Girls Basketball Asst. Coaches	\$2000
Varsity Boy's & Girls Soccer Head Coaches	\$2500
Varsity Boy's & Girls Soccer Asst. Coaches	\$2300
JV Boy's & Girls Soccer Head Coaches	\$2500
Varsity Boys & Girls Volleyball Head Coaches	\$2500
Varsity Boys & Girls Volleyball Asst. Coaches	\$2000
JV Boys & Girls Volleyball Head Coaches	\$2300
Varsity Girl's Softball Head Coaches	\$2500
JV Girl's Softball Head Coaches	\$2300
Track & Field Head Coaches	\$2700
Track & Field Asst. Coaches	\$2300
AA Track & Field Coaches	\$2000

Swim Team Head Coaches	\$2700
Swim Team Head Coaches	\$2300
Baseball Head Coaches	\$2700
Baseball Asst. Coaches	\$2300
JV Baseball Head Coaches	\$2300
JV Baseball Asst. Coaches	\$2100
Cheerleader Coaches	\$2300
Cheerleader Asst. Coaches	\$2000
Cheerleader Sponsor	\$2000
Certified Athletic Trainer	\$5000

APPENDIX B



A CALIFORNIA DISTINGUISHED SCHOOL

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Responsibilities of Department Chairpersons

The Department Chairperson coordinates the organization and implementation of the instructional programs and activities of the department. The department chair is elected by colleagues. Departments may choose to have multiple chairs in which case they will split the stipend and responsibilities. In addition to the 20% stipend increase that all stipended positions will receive, department chairs will receive a \$500 flat rate increase for the additional monthly meetings and duties described herein.

The following responsibilities specify the scope of the role of department chairpersons:

1. Provides instructional leadership for a subject field department including but not limited to the following:

- Plans and organizes department meetings and submits agendas and sign-in sheets for professional development compliance.
- Reviews and assesses department standards in relation to the total school educational plan.
- Assists in supporting the instructional work of the department as it relates to student achievement. This includes:
 - Reviewing and analyzing PLC and other achievement data
 - Encouraging and facilitating the recording of attendance and minutes by department members at PLC and department meetings.
 - It also includes:
 - Assisting with the development of enrichment and remediation programs for students.
 - Promoting outreach to universities and industry to develop partnerships (for funding, internship or other opportunities)

- Assisting in the creation of professional development plans such as conferences, schools visitations, etc. to enhance department performance.
 - Attends a monthly Curriculum Council meeting and a monthly meeting with academic leaders that relate to their responsibilities as a Department Chairperson. Reports this information back to department members. Additional meetings may be called on an as needed basis to be paid at the hourly rate.
2. Coordinates the organization and implementation of the instructional program and activities of a department for a subject field including but not limited to the following:
 - Integrates the subject field of the department with the total school program and with other subject fields.
 - Assists in the orientation of new teachers.
 - Supplies lesson plans to substitutes in emergency situations when requested.
 - Reviews and recommends changes in curriculum or course of study.
 - Assists in the selection of textbooks and other written materials and in the preparation of requisitions for and allocations of textbooks, supplies, equipment and other materials.
 - Participates in conferences and committees concerning curriculum revisions and textbook adoptions.
 3. Contributes to the preparation of the master programs by assisting in student programming procedures, in student placement in classes, and in assuring the optimum use of teachers' qualifications and interest and the equitable distribution of course assignments.
 4. Provides assistance to the Executive Director, Academic Principal or Assistant Principals in the selection of teachers for the department by being a member of the selection committee.
 5. Serves as a resource, if requested, to teachers in matters of class control and management and curriculum and course of study content.
 6. Assist with the resolution of complaints. Assist in the interpretation of the department courses of study to teachers, students, and parents.
 7. Assists in the determination of room assignments and building/facility needs of the department.
 8. Compiles information as requested by the Executive Director, Academic Principal, Assistant Principals or Board of Directors. Advise appropriate school administrator regarding department concerns.
 9. Performs other reasonable duties as required.

APPENDIX C

PCHS EVALUATION AND DISCIPLINE

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

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

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

a. Any such arrangement for an evaluation beyond the two year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.

b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.

c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.

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

4.1 Individual performance objectives shall relate to, but not necessarily be limited to, the following:

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

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

c. The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and

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

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

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

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

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

6.1 The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.

6.2 The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.

6.3 Grievances: Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections 13.0 and 15.0).

7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. In addition to the grievance procedure, the employee may

attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

8.0 Evaluation of Substitutes: Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Section 5.0 shall be applicable.

8.1 Any substitute who receives more than one performance evaluation of less than satisfactory service within the last two years of PCHS service shall not be granted a probationary contract. Any substitute who receives one performance evaluation of less than satisfactory service within the last two years of PCHS service shall be reevaluated by the present immediate administrator for the purpose of determining eligibility for a probationary contract. Any such substitute who receives a less than satisfactory reevaluation shall not be granted a probationary contract.

8.2 Evaluation of Limited Term Personnel: Limited term personnel, such as non-tenured adult Education teachers, are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of the assignment. If the administrator initiates such an evaluation, the observation, records and assistance provisions of Section 5.0 apply.

8.3 Examination References: Those examination references which are deemed by the PCHS as being open and non-confidential are not subject to the grievance procedure, except in circumstances where the examination reference is based upon the same period of time as a previous evaluation but is significantly different from that evaluation. In such cases, if there is not a reasonable explanation for the difference, the reference may be ordered stricken.

8.4 Evaluation Request Upon Separation of Employment: If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment. It shall be done and a copy furnished the employee at his address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

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

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

b. If the document came from within PCHS personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.

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

10.0 Pre-disciplinary Matters: Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

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

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

a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.

b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.

c. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.

d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

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

f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate PCHS form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

g. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the PCHS.

h. Notices of Unsatisfactory Service or Act are grievable under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the office of the Executive Director/Division Head shall be delivered within three days (as defined in

Article V, Section 6.0) of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Region or Division Superintendent (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the PCHS in writing of its intention. UTLA and the PCHS shall select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.

i. After the PCHS has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the PCHS shall furnish the Union with a copy of any written statements taken of students relating to the matter. The PCHS shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The PCHS shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the PCHS interview. If the interview is not done jointly, the Union's interview shall be in the presence of a non-involved person acceptable to both the Union and PCHS, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

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

12.0 Accountability for Individual Bargaining Unit Member Quality

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

1. Voluntary bargain unit member-initiated transfers including employee-initiated transfers for employees time reported from central or regional locations and Early Education Centers.

2. Mentor Service (See also Article XXVI, Section 4.0)

3. Coordinator, dean or department chair positions

4. Summer session and/or intersession

5. Permissive leaves

6. Exchange of track assignments or exchange days

7. Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding coaching and activity assignments

13.0 Suspension or Reassignment Due to Mental Incompetence:

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

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

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

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

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

~~14.0(b)-~~16.0 Dismissal Procedures

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

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

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

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

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