

# Collective Bargaining Agreement

*between the*

**Board of Education of the Centinela Valley Union High School District**



*and the*

**Centinela Valley Secondary Teachers Association**

# CVSTA

A stylized black graphic element consisting of two curved, overlapping shapes that resemble waves or a stylized 'S' shape, positioned below the CVSTA text.

July 1, 2017 - June 30, 2020

*Board-Approved: June 23, 2020*

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## **ARTICLE 1: Recognition**

- 1.1 The Centinela Valley Union High School District recognizes that the Centinela Valley Secondary Teachers Association, affiliated with South Bay United Teachers, the California Teachers Association, and the National Education Association, as the exclusive bargaining representative of employees in the following positions:
- 1.1.1 Full-time or part-time classroom teacher
  - 1.1.2 Program or project facilitator
  - 1.1.3 Teacher on Special Assignment (TOSA)
  - 1.1.4 Teacher intern
  - 1.1.5 Summer school teacher
  - 1.1.6 Adult education teacher (20 or more hours per week)
  - 1.1.7 Counselor
  - 1.1.8 Psychologist
  - 1.1.9 Librarian
  - 1.1.10 School Nurse
  - 1.1.11 Activities Director
  - 1.1.12 JROTC instructor
  - 1.1.13 Work Experience Teacher
  - 1.1.14 Instructional Coach
  - 1.1.15 Independent Study School Teacher
  - 1.1.16 Academy Coordinators
  - 1.1.17 Teachers of Online Courses
  - 1.1.18 AVID Coordinator
  - 1.1.19 Athletic Director
  - 1.1.20 ELD Coordinator
  - 1.1.21 Speech and Language Pathologist
  - 1.1.22 Career Technical Education teacher (CTE)
  - 1.1.23 Temporary Teacher
  - 1.1.24 Dean of Students
  - 1.1.25 Social Worker
- 1.2 Excluded from the unit are employees in all other positions not specifically enumerated above, including, but not limited to:
- 1.2.1 Management, supervisory and confidential employees as designated by the Board of Trustees during the term of this Agreement.
  - 1.2.2 All substitute teachers.

## **ARTICLE 2: Term of the Agreement**

- 2.1 The term of this agreement shall be three (3) years from July 1, 2017 through June 30, 2020. For 2018-2019, Article 5 is an automatic reopener; each party may also reopen 9 mutually agreed upon items. For 2019-2020, Articles 3 and 5 are automatic reopeners and each party may also reopen two (2) additional items.

## **ARTICLE 3: Compensation**

- 3.1 All eligible unit members shall be compensated for earned step & column.

### **3.2 Salary Schedules**

Unit members shall be compensated in accordance with the appropriate salary schedules in Appendix A.

- 3.2.1 Effective on May 26, 2020, all salary schedules shall receive a one-half percent (.5%) on-schedule salary schedule increase.
- 3.2.2 JROTC instructors shall be compensated in accordance with the JROTC Salary Schedule B.
- 3.2.3 Full time Adult Education instructors (20+ hours a week) shall be compensated in accordance with the Adult Education Salary Schedule C.
- 3.2.4 Assignments receiving Salary Schedule D shall be listed as such in Appendix A. Salary Schedule D shall be 114.75% of Salary Schedule A.
- 3.2.5 On September 1 of each year, Adult Education unit members shall receive an off-schedule bonus of 1% if the school achieves 90% of its previous year's ADA cap; of 2% if the school achieves 95% of its previous year's ADA cap; or of 5% if the school achieves 100% of its previous year's ADA cap. This article is inapplicable in cases where the previous year's cap falls below 1500.

### **3.3 Placement on Salary Schedule**

#### **3.3.1 Credit for Prior Experience**

- 3.3.1.1 Teachers  
The District will grant allowance for all full-time teaching experience at a WASC accredited (or its equivalent)

secondary school, where the unit member taught coursework in a traditional classroom (excluding homeschooling), and taught coursework for which they were credentialed.

3.3.1.1.1 The District will grant up to two (2) years of experience for full-time instructor status in the United States Armed Forces.

3.3.1.1.2 An Intern, Preliminary, or Clear, secondary credential is required for placement in Column II.

3.3.1.2 School Counselors, School Psychologists, School Social Workers, School Speech and Language Pathologists

The District will grant allowance for all full-time professional experience at a WASC accredited (or its equivalent) school for counselors, school psychologists, school social workers, school speech and language pathologists, and school nurses.

3.3.1.3 The District will grant allowance for all full-time professional experience as a Registered Nurse.

### 3.4 **Credit for Education**

The following types of salary credit will apply after receipt of the bachelor's degree:

3.4.1 Upper division or graduate units. These units must be in an individual's major or minor field, credential area, education administration, or be meaningfully related to the unit member's present assignment as determined by the District. One salary credit shall be equal to one semester unit or one and one-half quarter units.

3.4.2 Lower division units. A maximum of six (6) salary credits may be earned through lower division college work in a unit member's credential area. Lower division units may be taken at a two-year or community college.

3.4.3 In-service education units. A maximum of ten (10) salary credits may be earned through in-service activities.

### 3.5 Advancement on Salary Schedules

- 3.5.1 For the purpose of column advancement on the salary schedules, unit members may advance with prior written approval by the District by submitting appropriate evidence to the District. Column advancement shall be applied in the pay period following the submission of appropriate evidence.
- 3.5.1.1 The following limitations shall apply to column advancement on Salary Schedules A and D:
- a) Advancement to Column II or higher requires a BA or BS, and an intern, preliminary, clear, or CTE credential
  - b) Advancement to Column III or higher requires a BA or BS, and a preliminary, clear, or CTE credential
- 3.5.1.2 The following limitations shall apply to column advancement on Salary Schedules F and G:
- a) Advancement to Column II or higher requires a preliminary or clear credential
- 3.5.2 For the purpose of step advancement on the salary schedule, unit members shall work at least seventy-five percent (75%) of their calendared workdays during the school year to advance one step. Step advancement shall be applied as of the first unit member work day of their subsequent year's work calendar.
- 3.5.2.1 An Adult Education teacher shall be deemed to have completed seventy-five percent (75%) of a school year if he or she has been employed for 27 school weeks. The effective date of any change in salary will be in August following the school year in which they completed the seventy-five percent (75%) requirement.
- 3.5.2.2 All other unit members shall be deemed to have completed seventy-five percent 75% of a school year if he or she works seventy-five percent (75%) of the workdays on the work calendar for their classification. The days included in this calculation shall be limited to days the unit member is actually working or days in which the unit member is on paid status, excluding days in which the unit member is on fifty percent (50%) differential pay under Article 6, Leave Provisions.

3.5.2.3 Effective July 1, 2015, upon request, unit members who fail to meet the seventy-five percent (75%) requirement during a school year under Section 3.5.2.2 above shall have up to twelve (12) workdays from the subsequent school year counted towards satisfying the seventy-five percent (75%) calculation. Such requests shall be made in writing to the Assistant Superintendent of Human Resources no later than the first day of school of the subsequent school year, and the days shall be actually worked during the first four (4) full weeks of school. Salary schedule advancement shall occur on the pay period following the date the unit member completes the seventy-five percent (75%) requirement.

Requests pertaining to Article 3.5.2.3 referencing work days between July 1, 2015 and June 30, 2019 shall be made in writing to the Assistant Superintendent of Human Resources no later than the last day of the first month of the 2020-2021 school year.

**3.6 Sixth Period Assignments**

3.6.1 Unit members assigned to a sixth period assignment will be paid at one-sixth 1/6<sup>th</sup> of the employee's daily rate ("per diem") for each day the unit member is assigned to that class including sick days but not including staff development days and student-free days.

**3.7 Professional Development, Curriculum Development, and Workshop Attendance**

3.7.1 Professional Development, curriculum development (not lesson planning) and workshop attendance for all unit members shall be compensated at \$35.00 per hour. Professional Development and workshop preparation and presentation, outside of the workday, shall be compensated at \$40 per hour. Presenters shall be paid a maximum of two (2) hours preparation time for each hour of presentation, with proper verification.

**3.8 Summer Session**

3.8.1 Except as specified elsewhere in Article 3 or Appendix A, the rate of compensation for day high school summer session teachers shall be \$50.00 per hour.

3.8.2 For Summer school eligibility, unit members in a given subject area will receive preference for teaching in that area and eligibility will be based on alternate years of summer school service unless no other

member volunteers. Should online courses be utilized for summer school, all credentialed teachers in the rotation shall be eligible to teach courses not requiring a specific credential.

3.8.2.1 Bargaining unit members who are selected to teach summer school, and whose classes are collapsed or closed, shall be given priority when hiring for new summer school assignments.

3.8.2.2 Summer school substitute assignments shall be filled in the following order:

1) Bargaining unit members who were selected to teach summer school classes, but whose classes were collapsed or closed.

2) Bargaining unit members who applied to teach summer school but were not selected.

3) Non-bargaining unit member substitute teachers.

3.8.2.3 Bargaining unit members who serve as substitutes during summer school shall be paid the summer school rate as established in Article 3.

3.8.3 Extended School Year (Special Education) Summer School Classes shall be staffed with unit members possessing the appropriate Special Education credential.

### 3.9 **Period Substitution and Other Hourly Work**

3.9.1 All other hourly extra duty work, including period substitution shall be \$40.00 per hour only. The District may request, and individual teachers may agree, to provide period substitution coverage on a paid voluntary basis. No teacher may be required to substitute during his or her preparation period unless an emergency is declared in writing. Any teacher required to substitute more than 3 times per semester in such an emergency will be paid at their hourly rate or \$40.00 per hour, whichever is greater. Adult education period substitutes shall be paid at their regular hourly pay.

### 3.10 **Special Education**

3.10.1 The District shall make a good faith effort to minimize both the number of IEPs impacting the preparation time of unit members

and the number of IEPs extending beyond the normal work hours. Any teacher required to participate in an IEP during their preparation period or outside the normal workday more than three (3) times per semester shall be paid at their hourly rate or \$40.00 per hour, whichever is greater.

3.10.2 Special Education Classroom Teachers with a caseload of at least one (1) student but no more than twelve (12) students shall receive a stipend of \$800 per year as compensation for preparing and presenting IEPs.

3.10.3 Special Education Classroom Teachers with a caseload of more than twelve (12) students shall receive ten (10) on-campus release days per year to prepare IEPs, write reports, collect data, meet with teachers regarding student performance, and other related IEP duties. Release days shall be approved by the Principal in advance, where the approval is at the discretion of the Principal. Release days shall not be taken consecutively, nor on a Monday, Friday, or immediately preceding or following a holiday.

### 3.11 **Lunch Supervision**

3.11.1 General campus supervision assigned to unit members (by mutual consent) during their thirty-five (35) minute duty-free lunch shall receive be compensated at the rate of \$20 per lunch period.

### 3.12 **Workdays and Additional Workdays**

3.12.1 Teachers shall be employed for a period of 184 workdays.

3.12.2 Speech and Language Pathologists and Social Workers shall be employed for a period of 184 workdays, and on an "as needed" basis (as determined by the District) for a period of up to ten (10) additional workdays.

3.12.3 Counselors and School Psychologists shall be employed for a period of 196 workdays.

3.12.4 District Nurses shall be employed for a period of 202 workdays.

3.12.5 JROTC Instructors shall be employed for a period of 218 workdays.

3.12.6 Directors of Student Activities and Directors of Athletics may work up to ten (10) additional workdays in addition to the teacher's 184-day work year with the mutual consent of the Director and the District.

- 3.12.7 Projects and/or duties performed during the additional workdays in Section 3.12 shall be approved by the District in advance, and the unit members shall be compensated at the individual's per diem rate of pay for each workday worked.
- 3.12.8 Unit members listed in 3.12.2 through 3.12.6 who upon mutual consent of the unit member and the District work additional workdays beyond those listed in 3.12.2 through 3.12.6 shall be compensated at the individual's hourly/daily per diem rate of pay for each hour/day worked when performing their regularly-assigned responsibilities. All other hourly extra duty work shall be compensated in accordance with 3.9 above. All professional development and workshop attendance shall be compensated in accordance with 3.7 above.
- 3.12.9 Any unit member assigned to Salary Schedule D may work beyond the 184-day work year and/or seven (7) hour workday upon mutual consent of the District and the unit member at their per diem/hourly rate. Notices of change in assignment for the following year shall be made by May 1st of the prior school year.

### **3.13 Department Chairpersons**

- 3.13.1 The employee's position on Salary Schedule A, Step 10, Column II shall be established as a base.
- 3.13.2 The stipend shall be a percentage of the established base salary.
- 3.13.3 The stipend for Department Chairpersons of departments with 6-20 teaching periods shall be five percent (5.0%) annually.
- 3.13.4 The stipend for Department Chairpersons of departments with 21-39 teaching periods shall be eight percent (8.0%) annually.
- 3.13.5 The stipend for Department Chairpersons of departments with 40 or more teaching periods shall be eight percent (8.0%) annually and one period of release time for department management.
- 3.13.6 A Department Chairperson may not be assigned to departments with fewer than two (2) teachers.
- 3.13.7 No teaching period shall be counted in more than one department.
- 3.13.8 Department Chairperson Selection Process

- 3.13.8.1 Department Chairpersons shall be elected for three (3) year terms, subject to yearly review by the site Principal.
- 3.13.8.2 For the purposes of this article, a unit member must be a full-time employee, assigned to teach in a department for fifty percent (50%) or more of their contracted assignment to be considered a member of that department and to be eligible to serve as Chairperson.
- 3.13.8.3 Department Chairpersons shall be elected by a formal majority vote of department members. Elections shall be organized and conducted by the department members. Unit members must be assigned to teach in a department fifty percent (50%) or more of their contracted assignment to be considered a member of that department and to be eligible to vote and may only vote in one department's election. If no formal majority has been established by a vote (a tie), then a second election will be held. In the event that the second election does not break the tie, seniority will be the initial determining factor, followed by the preference to the teacher who most recently has not held the title. In the event that the above procedure does not determine the Department Chair, the position shall be determined by lot. Voting for Department Chairpersons shall be conducted exclusively by the teachers. The results will be delivered to the site Principal and the election shall take place no later than May 31<sup>st</sup> of each year. Should the results not be conveyed to the site Principal by May 31<sup>st</sup>, the site Principal may conduct an election.
- 3.13.8.4 Positions shall be advertised to district certificated employees at large by the District no later than May 1<sup>st</sup>.

The election rotation shall be as follows:

- Starting 2019-2020: English, Visual & Performing Arts, & Social Studies
- Starting 2020-2021: World Languages, PE & Special Education
- Starting 2021-2022: Math and Science
- Starting 2022-2023: English, Visual & Performing Arts, & Social Studies

- Starting 2023-2024: World Languages, PE & Special Education
- Starting 2024-2025: Math and Science

The following criteria is suggested as a basis for selection:

- Breadth of actual training in discipline;
- Ability to communicate with colleagues and administration;
- Demonstrated ability to relate the learning process to the academic discipline.

3.13.8.5 In the event a Department Chairperson is unable to complete his/her term, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section 3.13.8.3 above at the request of the site Principal. The newly elected Department Chairperson shall complete the remaining term of the individual he/she is replacing so as to avoid interrupting the above-election rotation.

3.13.8.6 A Department Chairperson will not be subject to an involuntary transfers during their term of office.

### 3.14 **Reimbursement for Travel**

3.14.1 Unit members assigned to two (2) or more school sites during the regular school day shall be reimbursed for their mileage between sites at the current US Government General Services Administration mileage rate.

### 3.15 **Doctoral Degree Stipend**

3.15.1 In addition to the regular base pay from the certificated salary schedule, each certificated employee paid under the provisions of this schedule who is the holder of a doctor's degree from an accredited university or college shall receive \$100 per month.

### 3.16 **National Board Certification**

3.16.1 A unit member who receives National Board Certification shall be entitled to receive the following additional compensation in addition to the unit member's regular base salary schedule pay, in accordance with the schedule set forth in this Article 3.15.1:

- In the first school year of National Board Certification: \$2,000
- In the second school year of National Board Certification: \$3,000
- In the third school year of National Board Certification: \$4,000
- In the fourth school year of National Board Certification: \$5,000
- In the fifth school year of National Board Certification: \$6,000

3.16.2 In order to be entitled to receive such compensation for any school year, the unit member must have maintained continuous full-time employment with the District for the entire year. Payment will be made by June 30.

3.16.3 In addition, the unit member who receives a National Board Certification stipend on or after July 1, 2008 must provide twenty (20) hours per year of professional development, workshops and/or mentoring for other unit members, as determined by the District to be eligible for compensation under this article.

3.16.4 New hires who have obtained National Board Certification prior to being hired by the District shall be entitled to receive additional compensation under this Article 3.15.1, commencing in the first year following their first day of service at the District, and continuing through the fifth year following their first year of service, provided they remain continuously employed by the District as set forth herein.

### 3.17 **Other Extra Duty Assignments**

3.17.1 Salary Schedule A, Step 10, Column II shall be established as a base for Extra Duty Assignments listed in Appendix A.

3.17.2 The stipend shall be a percentage of the established base salary.

3.17.3 The stipend for an ELD Coordinator assigned a caseload of 1-199 students is eight percent (8%) annually, plus one (1) period of release time.

- 3.17.4 An ELD Coordinator assigned a caseload of 200 or more students shall receive a ten percent (10%) annual stipend, plus with one (1) period of release time.
- 3.17.5 An Academy Coordinator shall receive an eight percent (8%) annual stipend, plus one period of release time.
- 3.17.6 An Academy Leadership Team member shall receive a four percent (4%) annual stipend (limit of five (5) members per team).
- 3.17.7 An AVID Coordinator shall receive an eight percent (8%) annual stipend.
- 3.18 WASC Facilitator
- 3.18.1 The WASC Facilitator shall be responsible for supporting administration with self-study preparation and preparing for WASC team visits. The stipend for a WASC Facilitator shall be as follows, according to the Six-Year Accreditation Cycle:
- Year 1: Five (5) extra-duty hours annually
  - Year 2: Five (5) extra-duty hours annually
  - Year 3: Mid-Cycle Progress Report: Twenty-five (25) extra-duty hours annually
  - Year 3: Mid-Cycle Progress Report and Visit: Thirty (30) extra-duty hours annually
  - Year 4: Five (5) extra-duty hours annually
  - Year 5: One hundred (100) extra-duty hours annually to prepare for the Self-Study
  - Year 6: One hundred (100) extra-duty hours annually and one (1) release period to prepare for the Self-Study and for team visit. The period of release time provided under section 3.16.8 shall be in addition to the preparation period provided under Article 4, section 4.1.
- 3.19 If an Adult Education teacher's regularly scheduled classes fall on any of the holidays listed below, the teacher shall be compensated as if the class had been held.

Labor Day  
Veteran's Day  
Thanksgiving Day  
The day following Thanksgiving Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Cesar Chavez Day  
Memorial Day  
Independence Day

Federal and State laws or proclamations, and the approved District calendar shall determine the specific dates of the holidays listed above.

- 3.20 An annual Perfect Attendance Incentive for unit members that have perfect attendance, payable within thirty (30) days from the end of the school year, shall be awarded as follows:

Unit members missing 0-1 days: \$500.00  
Unit members missing 2 days: \$300.00  
Unit members missing 3 days: \$200.00

## **ARTICLE 4: Hours of Employment**

- 4.1 The workday for full-time unit members, except those on Salary Schedules C, D, F, and G shall be a maximum of 388 minutes, including a duty-free nutrition period and ten (10) duty-free minutes before the pupil instructional day, and exclusive of no less than a 35-minute duty-free lunch period. All unit members, except those in Adult Education or summer school, shall be entitled to a duty-free lunch period of at least thirty-five (35) minutes.
- 4.2 The work day shall begin with ten (10) duty-free minutes before the pupil instructional day and shall end at the end of the pupil instructional day. Unit members shall be at their assigned work location during the ten (10) duty-free minutes before the instructional day.
- 4.3 Unit members who are full time teachers shall be assigned five instructional periods and one period for preparation each day classes are in session. Unit members who teach fewer than five (5) instructional periods are entitled to preparation time proportionate to the amount a full-time unit member would receive, e.g., their pro-rata share of a full preparation period, in accordance with the number of instructional periods they teach.

- 4.4 The preparation period shall be for the primary purpose of carrying out class preparation. Class preparation time shall be used for the specific purposes of preparing materials, oneself, planning lessons, and communicating with students, parents, teachers, support staff, and administrators. For safety reasons, unit members shall notify site administration/designee prior to leaving campus as needed during the preparation period.
- 4.4.1 The workday for unit members on Salary Schedules D, F, and G of Appendix A shall be 420 minutes, exclusive of 35 minutes for a duty-free lunch.
- 4.4.2 On exam and minimum days, a student lunch period shall be no less than 20 minutes during the instructional day and teachers will concurrently use the time as a duty-free break. There shall be a total of seven (7) minimum days per calendar year: one in recognition of the Day of the Teacher, two in exchange for Open House and Back to School Night, and two each at the conclusion of each semester to be designated as Final Exam Days.
- 4.4.3 Each school site shall hold a Back to School Night during the first semester and an Open House Night during the second semester. At the discretion of the Principal, a site may hold an alternate event (such as a Department Night) in lieu of a Back to School Night or an Open House Night.
- 4.4.3.1 The events shall occur within the first eight (8) weeks of each semester, and the duration of each event shall be no more than 90 minutes.
- 4.4.3.2 The dates for both events shall be scheduled and announced no later than the first day of the school year. The Superintendent or their designee may reschedule and announce the events due to exigent circumstances. Should an event be rescheduled, the new date shall not be sooner than thirty (30) calendar days from the original date.
- 4.4.3.3 All unit members (with the exception of Adult School Teachers) shall participate in both events.
- 4.4.3.4 Unit members assigned to multiple sites shall decide either to alternate attendance by site per semester, or attend the events at the site to which the member is assigned the majority of the time.

4.4.3.5 Unit members who are not present at a Back to School Night or an Open House Night shall have the time absent (up to 90 minutes per event) deducted from their Sick Leave bank.

4.4.4 There will be a maximum of one (1) hour per month for meetings beyond the contractual day such as staff, grade level, collaboration or department meetings (except for Department Chairs as they are subject to a special assignment stipend.) If mandatory meetings exceed one (1) hour per month beyond the contractual day, affected unit members will be paid at the District's workshop rate for each additional hour worked.

4.4.5 Designated pupil-free Work Days (W) shall be utilized for the primary purpose of classroom preparation. No more than one (1) hour may be used for a staff meeting.

4.5 Adult Education unit members shall be in their assigned work locations, and responsible for instructional and other assigned duties for a minimum of twenty (20) hours per week.

4.6 Work days: The number of scheduled work days for unit members, except those in Adult Education and summer school, shall be 184 days, with the following exceptions:

<b>Classification</b>	<b>Work Days</b>
Activities Director	184 + 10 as needed (See Article 3.11.4)
Adult Education Teacher	At least 205 days, as scheduled
Athletic Director	184 + 10 as needed (See Article 3.11.4)
Counselor	196 (See Article 3.11.1)
District Nurse	202 (See Article 3.11.3)
JROTC Instructor	218
Psychologist	196 (See Article 3.11.1)
Social Worker	184 + 10 as needed (See Article 3.11.2)
Speech-Language Pathologist	184 + 10 as needed (See Article 3.11.2)

4.7 The Calendar for unit members shall be as set forth in Appendix C, for the current year and the next two years.

## **ARTICLE 5: Health and Welfare Benefits**

5.1 Beginning in the 1993-94 insurance year, the District will contribute no less than \$16.00 per month (\$192.00 per year) to eligible unit members and eligible retirees for approved PERS health plan options. Unit members must work three or more hours per day to be eligible to receive this benefit. This amount shall be part of the District's employee-only

medical benefits contribution. In addition, the District shall annually provide a supplemental contribution for eligible unit members and eligible retirees as set forth in section 5.2 below. The supplemental contribution shall be used for additional health benefit coverage.

Beginning in the 2018-2019 school year, the District will contribute to approved PERS health plans and insurance plans for eligible unit members as set forth in section 5.2. The District's contribution will go toward any combination of District-approved medical insurance plans, dental insurance plans, vision insurance plans, and life insurance plans. The District also will pay for the cost of long-term disability plans and short-term disability plans for all unit members.

- 5.1.1 If the amount of the District's basic employee-only medical contribution that is required by state and federal law is increased, the amount of the supplemental reimbursement to be paid by the District under section 5.2 below shall be reduced in a like amount.
- 5.1.2 Beginning in the 2018-2019 school year, the District will contribute to approved health and insurance plans for eligible retirees as set forth in section 5.2. The District's contribution will go toward any combination of District-approved medical insurance plans, dental insurance plans, vision insurance plans, exclusive of long-term disability, short-term disability and life insurance plans.

5.2 The District's contribution toward health and insurance plans, as defined in section 5.1 for active employees, and as defined in 5.1.2 for retirees, combined basic medical contribution and supplemental reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums, referred to subsequently as the applicable health benefits cap:

**Active Full-Time Unit Members**

<b>Annual Maximum</b>	<b>Effective Date</b>
\$4,500.00	July 1, 2006
\$5,000.00	July 1, 2007
\$6,000.00	July 1, 2009
\$6,450.00	January 1, 2012
\$7,050.00	July 1, 2013
\$10,000.00	July 1, 2014
\$11,000.00	April 1, 2015
\$11,500.00	January 1, 2018
\$14,500.00	July 1, 2018
\$15,000.00	July 1, 2019

## Retirees

<b>Annual Maximum</b>	<b>Effective Date</b>
\$3,808.00	Hired prior to July 1, 1993 and retiring before July 1, 2006
\$4,308.00	Hired prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007
\$4,808.00	Hired prior to July 1, 1993 and retiring between July 1, 2007 and June 30, 2009
\$5,808.00	Hired prior to July 1, 1993 and retiring between July 1, 2009 and June 30, 2011
\$6,258.00	Hired prior to July 1, 1993 and retiring between July 1, 2011 and June 30, 2013
\$6,858.00	Hired prior to July 1, 1993 and retiring between July 1, 2013 and June 30, 2013
\$9,808.00	Hired prior to July 1, 1993 and retiring between January 1, 2014 and March 31, 2015
\$10,808.00	Hired prior to July 1, 1993 and retiring between April 1, 2015 and December 31, 2017
\$11,308.00	Hired prior to July 1, 1993 and retiring between January 1, 2018 and June 30, 2018
\$14,308.00	Hired prior to July 1, 1993 and retiring between July 1, 2018 and June 30, 2019
\$14,808.00	Hired prior to July 1, 1993 and retiring after June 30, 2019

Retirees qualifying for Medicare shall receive reimbursement equal to supplemental Medicare coverage.

Retirees are specifically excluded from the increase of the supplemental reimbursement annual maximums for additional health benefit coverage gained after their retirement.

To be eligible for the employee-only medical benefit contribution in section 5.1 above and the Supplemental reimbursement in section 5.2 above, the retiree must have been employed full-time by the District for at least 10 continuous years and be receiving retiree benefits from the State Teachers Retirement System (STRS).

- 5.3 Any premium costs in excess of the above District employee-only medical benefit contribution and supplemental reimbursement in sections 5.1 and 5.2 above, shall be borne by the unit member through payroll deduction, and paid by the retiree through the STRS payroll system deduction.

5.4 It is agreed that all of the provisions of section 5.1 and 5.3 are subject to the approval of the Public Employees Retirement System which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plan.

5.5 In the event the legality of the above provisions or similar provisions existing in other school districts are challenged or are found to be invalid by a court of law, CVSTA and the District agree to reopen negotiations on District health benefits.

5.6 **Waiver of Health Benefit**

Effective July 1, 2018, the District will pay a stipend that equals 15% of the current health benefits cap once a year, no earlier than the close of the open enrollment period, and no later than 30 days after the close of the open enrollment period, to bargaining unit members who choose to waive their District-provided medical benefits. In order to qualify for this waiver, the bargaining unit member does not have to waive single coverage, as defined in Section 5.7, of dental or vision plans, or long-term disability, short-term disability or life insurance coverage.

5.6.1 In order to be eligible to receive the stipend, the employee must provide evidence of dependent coverage on a medical insurance plan.

5.6.2 For an employee who qualified for the stipend at the time of open enrollment, who then opts for medical coverage later in the plan year due to a life event, the District will pro-rate the stipend based on the number of months remaining in the plan year and will adjust the employee's contributions accordingly.

5.6.3 For an employee who did not qualify for the stipend at the time of open enrollment, who then waives medical coverage later in the plan year due to a life event, the District will pro-rate the stipend based on the number of months remaining in the plan year.

5.6.4 For an employee who is hired during the plan year, and who waives medical coverage, the District will pro-rate the stipend based on the number of months remaining in the plan year.

5.7 **Single Medical Coverage**

Effective January 1, 2019, for an employee who enrolls in a medical plan that provides coverage only to the employee, defined as single coverage, the District will not limit its contributions to dental or vision plans to single coverage, and will contribute to the plans as set forth in Section 5.2, except as limited in Section 5.7.1.

5.7.1 **Single Coverage Health Benefits Stipend**

Effective July 1, 2018, the District will pay a stipend that equals 7.5% of the current health benefits cap once a year, no earlier than the close of the open enrollment period, and no later than 30 days after the close of the open enrollment period, to bargaining unit members who have single coverage medical plans. Employees who opt for this stipend are eligible for no more than single coverage for dental and vision plans.

5.8 **Health Benefits Committee**

A Health Benefits Committee, consisting of members selected by the District, CSEA and CVSTA unit members shall research health benefits providers that offer more competitive rates to all District employees while maintaining at least the same or similar level of benefits and options. Recommendations shall be provided to the committee members' respective bargaining team members.

**ARTICLE 6: Leave Provisions**

6.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. Other statutory or regulatory leave benefits are neither incorporated, directly or impliedly, into this Agreement nor are such benefits waived by the Association.

6.2 **Personal Illness and Injury Leave**

6.2.1 Beginning with the 2018-2019 school year, every member of the bargaining unit, except those in Adult Education or Summer School, employed five (5) days per week shall be entitled to the following leave for the purposes of personal illness and injury:

10 Days: All full-time, regularly assigned members with a calendar of 180-189 work days.

11 Days: All full-time, regularly assigned members with a calendar of 190-199 work days.

12 Days: All full-time, regularly assigned members with a calendar of 200-209 work days.

Note: Work days do not include optional professional development days, extra-duty days, summer school days, or any other days

worked that are not identified as work days on the employee's calendar.

- 6.2.2 A bargaining unit member who completes a full school year of service working less than full-time each week, as defined in Article 4.1, is entitled to injury or illness leave in an amount proportional to ("pro-rata") that of a full-time employee in that assignment.
- 6.2.3 Credit for leave need not be earned prior to taking such leave by the member and such leave may be taken at any time during the school year, with respect to the limitations set forth in this Article. If a unit member does not render service for an entire year but has used all personal illness and injury leave earned during that year, the amount of compensation received for the leave taken but unearned shall be repaid to the District and the District shall have the right to make any necessary adjustment on the last payroll warrant.
- 6.2.4 Adult Education and summer school unit members shall be entitled to 0.05 hours of paid leave for every hour worked.
- 6.2.5 If a unit member does not utilize the full amount of leave as authorized in 6.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 6.2.6 After all accumulated leave as set forth in 6.2.1 above is exhausted, additional non-accumulated leave shall be available for a period of time not to exceed five (5) school months, provided that the provisions of 6.2.7 below are met. The amount received while on leave shall not be less than one-half (1/2) or 50% of the employee's salary.
- 6.2.7 Where reasonable doubt exists as to the legitimacy of leave under this Article, or if the member is absent for more than three (3) consecutive days, the District may require a verification of the illness, accident or disability by the unit member's physician. However, if the District requires additional independent verification of the extent of illness, accident or disability, the cost of such examination shall be borne by the District. Upon request by the District, a unit member shall be required to present a physician's verification of fitness to return to duty.
- 6.2.8 A unit member shall notify the District via the designated absence reporting system or process as soon as the need to be absent is known. Should the need for an absence arise after 6:30 A.M. on the morning of the absence, the unit member shall notify the

Principal or their designee as soon as possible. Failure to provide adequate notice may be grounds for denial of leave with pay.

- 6.2.9 A full-time unit member who is absent under provisions of this leave or otherwise for less than a full day shall have accumulated leave reduced in increments of thirty (30) minutes, with any portion of thirty (30) minutes counting as thirty (30) minutes.

### 6.3 **Personal Necessity Leave**

- 6.3.1 Leave which is credited under 6.2 of this Article may be used at the unit member's election for purposes of personal necessity, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year. Leave under this section shall not be accumulative from year to year.

- 6.3.2 For purposes of this provision, personal necessity shall be limited to:

- (a) Death or serious illness of a member of the unit member's immediate family;
- (b) A serious accident involving the unit member and/ or his/her immediate family or property;
- (c) Three days per year at the discretion of the employee;
- (d) Visiting his/her child's school in accordance with Labor Code Section 230.8; and
- (e) Other personal necessities which are allowed at the discretion of the Superintendent or designee.

- 6.3.3 Under no circumstances shall leave be available for work stoppages, slow-downs, extending holidays or vacations, income producing activities, or attending to matters which could reasonably be scheduled outside of work hours.

- 6.3.4 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

## 6.4 Parental Leave

- 6.4.1 For purposes of this section, “parental leave” means leave for reason of bonding with the unit member’s newborn child or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave shall be separate and distinct from pregnancy disability leave. In concert with a leave available under section 6.6, a unit member may request parental leave under this section.
- 6.4.2 When the employee has exhausted all available sick leave under section 6.2, and is absent from his or her duties on account of parental leave, and is eligible for parental leave pursuant to the California Family Rights Act ("CFRA," Government Code Section 12945.2), the employee may receive up to 12 school weeks of paid leave at differential pay compensated at no less than fifty percent (50%) percent of the unit member’s regular salary. Such leave will be available once in a school year. There shall be no minimum number of hours worked during the school year for a bargaining unit member to qualify for parental leave, pursuant to Education Code section 44977.5(d).
- 6.4.3 If an employee seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the employee may use sick leave provided under section 6.2 for parental leave purposes. However, the up to 12-weeks of paid parental leave period shall only be available to employees who exhaust all sick leave before or during the up to 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of parental leave. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the employee qualifies for such leave.
- 6.4.4 The foregoing provisions are intended to comply with Education Code section 44977.5. Should the Legislature revise the applicable statutory requirements, or should a state agency issue guidance on the applicable statutory requirements, to the extent that the revisions and/or guidance are in conflict with the foregoing provisions, the parties shall promptly meet and negotiate for the purpose of addressing those conflicts.
- 6.4.5 If an employee has exhausted the up to 12-week period of parental leave as set forth above in section 6.4.2, and seeks to continue leave for the purpose of caring for his/her natural or adopted child,

the employee may request to receive an additional unpaid leave of absence if in accordance with section 6.11- Other Leaves Without Pay.

6.4.6 Employees seeking to take leave under this section shall, if the need for such leave is foreseeable, notify the District that the employee intends to take such leave at least thirty (30) days prior to the anticipated date on which the leave is to commence. If the need for leave is not foreseeable, the employee shall notify the District as soon as practicable.

6.4.7 An employee shall notify the District no later than sixty (60) days prior to the ending date of the leave of his/her intent to return to service.

## 6.5 **Pregnancy Disability Leave**

6.5.1 Unit members are entitled to use sick leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child rearing, or child care, but shall be limited to those disabilities as set forth above. Qualifying leave taken under this section shall run concurrently with leave available under the California Pregnancy Disability Leave Law and the Family and Medical Leave Act as appropriate.

6.5.2 Following exhaustion of all available sick leave, including differential leave, unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom.

6.5.3 Unit members on leave pursuant to 6.5.1 and/or 6.5.2 shall request such leave in writing. The unit member's physician shall recommend the duration of such leave, and upon release the physician's written statement shall include a recommendation as to the ability of the unit member to perform her duties. However, if the District requires additional, independent verification of the extent of disability through a physical examination of the unit member by a physician, the cost of such an examination shall be borne by the District.

## 6.6 Family Care and Medical Leave

- 6.6.1 Eligibility - Any employee who has served the District for more than 12 months and who has at least 1,250 hours of service with the District during the 12-month period, shall be eligible to take unpaid family care or medical leave under these provisions.
- (a) Because of the birth of the employee's child, and in order to care for the child.
  - (b) Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
  - (c) To care for the employee's child, parent or spouse with a serious health condition.
  - (d) Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
- 6.6.2 Definitions - For the purpose of this Article, "Child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.
- 6.6.2.1 A "serious health condition" includes an illness, injury impairment or mental condition that involves:
- (a) Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility.
  - (b) Any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - (c) Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.
- 6.6.2.2 "Continuing treatments" include:
- (a) Two or more visits to a health care provider;

- (b) Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
- (c) A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

**6.6.3 Duration of Leave**

- 6.6.3.1 Except as provided otherwise under section 6.4, family care and medical leave shall not exceed 12 work weeks during any 12 month period. The 12-month period for calculating leave entitlement shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under the state law shall run concurrently with the 12 week of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.
- 6.6.3.2 The right to take a family care and medical leave is separate and distinct from the right to take a pregnancy disability leave under state law.
- 6.6.3.3 Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

**6.6.4 Terms of Leave**

- 6.6.4.1 During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the District.
- 6.6.4.2 If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this Administrative Regulation.

**6.6.5 Maintenance of Benefits**

- 6.6.5.1 During the period of family care or medical leave, the employee shall continue to be entitled to participate in the

District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

- 6.6.5.2 The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

6.6.6 **Advance Notice of Leave/Intent to Return**

- 6.6.6.1 If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the District at least 30 days advance notice. If the employee learns of the need for family care or medical leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.
- 6.6.6.2 If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.
- 6.6.6.3 On or before the first day of an employee's family care or medical leave, the employee shall notify the District of his or her anticipated date of return to work. The District may require periodic updates on the employee's intent to return to work. If, because of changed circumstances, an employee requires more or less leave than originally anticipated, such employee shall give the District at least two business days notice of his or her intent to return to work.

**6.6.7 Certifications**

6.6.7.1 An employee's request for leave because of a serious health condition of the employee or to care for a child, spouse or parent who has a serious health condition or for service-member family leave shall be supported by a certification from the health care provider of the person requiring care.

This certification shall include:

- (a) The date, if known, on which the serious health condition began; and
- (b) The probable duration of the condition.

6.6.7.2 In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

6.6.7.3 If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

6.6.7.4 In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

**6.6.8 Reinstatement/Non-Discrimination**

6.6.8.1 Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or comparable position when the leave ends to the extent required by law.

6.6.9           **Notifications**

6.6.9.1           The District shall provide all notifications as required by law regarding employee's rights and obligations pertaining to family care and medical leaves.

6.6.10           Due to the birth or adoption of a child, a parent shall be granted a leave of absence with pay not to exceed five (5) days during any one school year. Such paid leave shall be taken within sixty (60) days of the birth or adoption of the child and shall run concurrently with FMLA/CFRA leave.

6.6.11           **Service-Member Family Leave**

6.6.11.1           Eligibility. A bargaining unit member who is eligible under for FMLA/CFRA and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service-member. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service-member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

6.6.11.2           Coordination with FMLA. As an augmentation of FMLA, Service-member Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

6.7               **Life-Threatening Illness or Injury in the Immediate Family Leave**

6.7.1           Leaves of absence with full pay not to exceed five (5) days per school year shall be granted to bargaining unit members upon furnishing of acceptable proof of critical illness or injury in the immediate family. For purposes of this provision, "immediate family" shall be defined as members listed under section 6.3.4 of this Article.

6.7.2           Proof of illness or injury shall be presented to the Superintendent or his designee, if so requested, upon return to duty and shall consist

of a signed statement from a licensed physician, surgeon, chiropractor or osteopath, certifying that the absence was caused by illness or injury. Nothing in this section shall discriminate against evidence of treatment and the need therefore by the practice of the religion of any well recognized church or denomination.

**6.8 Industrial Accident and Illness Leave**

- 6.8.1 Unit members will be entitled to industrial accident or illness leave for personal injury which has qualified for Worker's Compensation under the provisions of the insurance regulations in effect at the time of the industrial accident or illness.
- 6.8.2 Such leave shall not exceed sixty (60) work days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 6.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved. At the option of the unit member, and upon prior written notification, another physician may be selected for such examination.
- 6.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate District insurance carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 6.8.5 If the unit member fails to endorse to the District any wage loss benefit check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

**6.9 Catastrophic Leave**

**6.9.1 Creation**

- 6.9.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective September 1, 1997.

6.9.1.2 For the purpose of this section, a “day” shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.

6.9.1.3 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant.

## 6.9.2 **Eligibility & Contributions**

6.9.2.1 All unit members on active duty with the district are eligible to contribute to Catastrophic Leave Bank.

6.9.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the bank.

6.9.2.3 The contribution, solicited by the District to the unit members, using the appropriate district form, shall be authorized by the unit member.

6.9.2.4 Donations to the Bank are irrevocable.

6.9.2.5 Contributions shall be made between September 1<sup>st</sup> and October 1<sup>st</sup> of each school year.

6.9.2.6 The annual rate of contribution by each participating unit member shall be a maximum of five (5) days of sick leave. If the number of days in the bank on October 1<sup>st</sup> is less than 250 days, unit members must contribute at least one (1) day of sick leave each year in order to be eligible to withdraw from the bank.

6.9.2.6.1 In the event the number of sick days available is insufficient to accommodate an approved request, the Association may request a special drive for sick days by site or throughout the District. This drive may take place at any time during the school year. In no event shall the 5-day limit on donations be exceeded in a single school year.

6.9.2.7 If the number of days in the Bank on October 1<sup>st</sup> exceeds 250 days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute to the Bank (See 6.9.2.6).

### 6.9.3 **Withdrawal from the Bank**

- 6.9.3.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury (based on competent medical evidence) that incapacitates a unit member for over twenty (20) consecutive days within one school year, or is reasonably certain to result in such incapacity for twenty consecutive days within one school year. The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.
- 6.9.3.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the bank.
- 6.9.3.3 A unit member who exhausted full paid sick leave, but still has differential leave, is eligible for a partial supplement from the Bank. The District shall pay the unit member full pay and the Bank shall be charged the one-half sick leave day. This shall not exceed the amounts allowed as maximum below.
- 6.9.3.4 Unit members who are eligible to withdraw from the Bank will receive no more than thirty (30) sick days per request. If necessary, unit members may reapply for an additional (thirty) 30 sick days. The maximum number of days withdrawn from the bank by any one unit member, per school year shall not exceed sixty (60) days. Leave from the Bank may not be used from one year to the next. Unit member must reapply at the beginning of a new school year. Catastrophic Leave shall be used as transition to STRS Disability or some other income protection plan.
- 6.9.3.5 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.

- 6.9.3.6 Leave from the bank may not be used for work related illnesses or injuries which qualify the unit member for worker compensation benefits unless the unit member has exhausted all workers compensation leave.

**6.9.4 Process for Settling Disputes**

- 6.9.4.1 The District and the Association agree to establish a Catastrophic Leave Review Committee. The committee shall be comprised of five members, two appointed by the District and three appointed by CVSTA. Any unit member dissatisfied with any action taken or decision made by the District, concerning the Catastrophic Leave plan herein provided, may appeal that action or decision to the review panel within ten (10) working days. Unit member(s) dissatisfied with any action taken by the Catastrophic Leave Review Committee may appeal that decision to the Board of Trustees within ten (10) working days. The decision of the Board shall be final.

- 6.9.4.2 Any denial of catastrophic leave by the District, the Catastrophic Leave Review Committee, and/or the Board of Trustees shall not be subject to the grievance procedure contained in this Agreement.

**6.10 Bereavement Leave**

- 6.10.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family.

- 6.10.2 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

- 6.10.3 When appropriate, bereavement leave shall be taken prior to the use of other paid or unpaid leave

**6.11 Other Leaves without Pay**

- 6.11.1 Leave without compensation, vertical step increment, or tenure credit, may be granted for one school year for the following

purposes, which include, but are not limited to: Peace Corps, care for a member of the immediate family who is ill, long term illness of a unit member (other than that provided in Article 6.9), adoption and/or care of a child, service in an elected public office, or professional study or research. Except as otherwise expressly stated under this Article, leaves granted under this Article shall not be used to pursue employment outside of the District without prior approval from the District. Leaves granted under this Article may be extended for a maximum of one year at the discretion of the District.

- 6.11.2 Unit members on unpaid leave shall not be entitled to health and welfare benefits pursuant to Article 5, except as otherwise required by law, but may keep such benefits in force by paying necessary premiums in advance. Unit members on leave for less than thirty (30) calendar days shall continue to receive such benefits at District expense.
- 6.11.3 The application for such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office no later than sixty (60) days before the end of the leave regarding an intent to return to employment in the District.
- 6.11.4 The unit member on leave without pay shall be entitled return to his/her assignment, if available, or, if not available, to a comparable position, but not necessarily at the location where the unit member served prior to such leave.

**6.12 Judicial Leave**

- 6.12.1 Unit members will be provided paid leave for regularly called jury duty up to a maximum of ten (10) working days. The Superintendent, or designee, may extend this leave under extenuating circumstances, including, but not limited to, the completion of a trial to which the employee was assigned prior to the tenth day of service.
- 6.12.2 The unit member, while serving on jury duty, will receive his/her regular earnings; any amount received for jury service, other than mileage, shall be reimbursed to the District.
- 6.12.3 Unit members required to be present as witnesses in court will be provided leave in cases where:
  - (a) The unit member is under subpoena to be present and testify;

- (b) The unit member is a respondent with the District; or
- (c) The unit member is a respondent to charges applying to duties performed within the scope of District employment, but not including charges brought about through the connivance or misconduct of the unit member.

6.12.4 Any fees, honorariums or costs, other than mileage, paid to the unit member must be reimbursed to the District.

6.12.5 The Association shall encourage unit members to serve jury duty outside the regular school year.

### 6.13 **Military Leave**

6.13.1 Members of the bargaining unit who are attached to the military services and apply for a temporary military leave shall endeavor to prevent their military obligation from conflicting with school duties.

Temporary military leave pursuant to Military and Veterans Code Section 395 shall be granted to members of the bargaining unit called into temporary active duty of any unit of the United States Reserves or the National Guard, without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from, such duty. A member of the bargaining unit on temporary military leave of absence who has been in the service of the Centinela Valley Union High School District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive salary or compensation as an employee of the District for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.

6.13.2 Any member of the bargaining unit who enters the active military service of the United States of America or the State of California during any period of national emergency declared by the President of the United States of America; the Governor of the State of California; or during any war in which the United States of America is engaged shall be entitled to military leave to the extent such leave is required to serve. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member's entrance into such service at

the salary to which the member would have been entitled had the member not been absent from the service of the School District under the provisions of this subsection 6.13.2.

- 6.13.3 Pursuant to Education Code section 44800, such absence shall not affect in any way the classification of such employee. In the case of a member of the bargaining unit who is a probationary employee, the period of any military leave of absence shall not count as part of service required as a condition precedent to the classification of that member as a permanent employee of the District.
- 6.13.4 A bargaining unit member who is on military leave for more than 60 instructional days and is in the process of evaluation as provided in Article 9, shall have her/his evaluation tolled until the school year immediately following her/his return from active duty. All Article 9 timelines shall then be applicable. The military leave of absence shall not negatively impact the bargaining unit member's evaluation.
- 6.13.5 A bargaining member requiring military leave shall submit a leave request form to the District accompanied by written orders from their commanding officer indicating the required service dates for the leave. The request and supporting documentation shall be provided prior to the leave.

6.14           **Sabbatical Leave**

- 6.14.1 A unit member who has satisfactorily completed at least seven (7) full years of service in the District shall be eligible for sabbatical leave once in each eight (8) years. Application may be made during the unit member's seventh consecutive year in the District. A full year of service shall consist of seventy-five percent (75%) of the regular school year, without absence for illness or other cause. A maximum of two percent (2%) of the certificated personnel on the District's payroll as of September 30th shall be eligible for a sabbatical leave during the following school year.

6.14.2           **Criteria for Selection**

The selection of unit members to be granted sabbatical leave shall be:

- (a) The relative value to the District of the proposed program as submitted by an eligible applicant.

- (b) The relationship of sabbatical leave activities to the present assignment of the unit member.
- (c) Whether or not the applicant had previously been granted a sabbatical leave.
- (d) If other criteria are equal, the seniority of the unit member shall prevail.

6.14.3      **Conditions of Leave**

Sabbatical leave may be granted for not less than one full semester, nor for more than one academic year. To be eligible for sabbatical leave during the second semester of a school year, a unit member must have completed a minimum of seventy-five percent (75%) service of all work days scheduled during the first semester.

Unit members who are selected for one semester sabbatical leave must take such leave during the second semester, except by mutual consent of the District and the unit member. Unit members granted sabbatical leave shall render a period of service with the District following his/her return from sabbatical leave which is equal to twice the period of his/her sabbatical leave.

6.14.4      **Selection Procedure**

Candidates for sabbatical leave shall:

- (a) Make application to the Assistant Superintendent, Human Resources during the last two weeks of October but in no event later than November 1st. Applications may be obtained from the Personnel Office.
- (b) Applications may be considered only for the school year immediately following that during which the application is received. If an applicant is not granted a leave, the person must apply again in a future year in order to be considered.
- (c) Applicants shall present as part of their application evidence of satisfactory service as required in this Article, reasons for desiring the leave, proposed length of the leave (with inclusive dates), and any other relevant data to assist the District in making its decision regarding sabbatical leave. The District may conduct interviews or request additional information for clarification of the proposal.

- (d) An applicant whose request for sabbatical leave is approved by the Board of Trustees shall be notified within one week of such approval.
- (e) The approval of sabbatical leaves shall be discretionary with the Board of Trustees, and nothing in this Article shall be construed as requiring the Board to approve requests for such leaves.

**6.14.5 Compensation While on Leave**

- (a) The recipient of a sabbatical leave (yearlong or semester) shall receive the difference between his/her base salary and the salary of the replacement teacher/substitute. Base salary is defined as the appropriate step and column placement, including career increments and professional growth incentives, but does not include any form of extra compensation previously earned by the recipient.
- (b) At least thirty (30) days prior to the beginning of such leave, the unit member shall furnish the District with a suitable bond indemnifying the District against loss in the event that the unit member fails to render the appropriate period of service as provided in 6.14.3 above for the District following his/her return from sabbatical leave. Such bond shall be exonerated in the event the failure of such unit member to return and render the required service is caused by the death of the unit member or by a physical or mental disability rendering the person incapable of returning to service.
- (c) The unit member shall make arrangements with the District Business Office for the disposition of salary warrants.

Such disposition shall be either:

- (1) Written appointment of a bank to receive the salary warrant;  
or
- (2) Disposition according to an appropriate and fully executed power of attorney.

**6.14.6 Sick Leave Benefits**

Interruption of a sabbatical leave that is caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and Board of Trustees, may allow reconsideration or mutual revision of the objectives of such leave.

In case of such accident or illness, the unit member must:

- (a) Notify the Superintendent of the accident or onset of serious illness within ten (10) days, by registered letter.
- (b) Upon recovery, be available for immediate return to service. The amount of compensation due under the provision of 6.14.6 shall not be affected if the unit member has complied with 6.14.6 above.

**6.14.7 Effect of Sabbatical Leave upon Retirement**

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be deducted from unit member's compensation while on such leave.

- 6.14.8** At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated, unless the person agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed conditions, the unit member returning from leave shall be reinstated and be assigned work appropriate to the field of training, with the appropriate salary status including any increments allowed.

**6.14.9 Required Reports**

Each unit member who has been on sabbatical leave for a full year, or during the previous Spring semester, shall file with the Superintendent's office a written report no later than October 15. A unit member who has been on such leave during the Fall semester only shall file the report no later than the following March 15th.

Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located, and any other data necessary for a satisfactory report.

The Superintendent shall determine that all conditions of the sabbatical leave have been fulfilled. The report shall then be filed with the Assistant Superintendent, Human Resources.

## 6.15 Notification of Return to Work

- 6.15.1 Unless otherwise specified in this Agreement, a member on any leave of absence shall notify the appropriate management person of the approximate date the member intends to return to service and verify the exact date as soon as it is known, but in no case later than 1:30 P.M. of the work day prior to the member's return to service.
- 6.15.2 If the member fails to so notify the appropriate management person in accordance with the provisions of the preceding paragraph and a substitute reports for service, the unit member shall remain and complete the work day.

## ARTICLE 7: Transfers and Reassignments

### 7.1 Definitions

- 7.1.1 Transfer: A relocation of a unit member from one school or work site to another, excluding moves within the same school or work site.
  - 7.1.1.1 Voluntary Transfer: A transfer requested by a unit member.
  - 7.1.1.2 Involuntary Transfer: A transfer caused by the District.
- 7.1.2 Reassignment: The change in assignment of a unit member from one department or classification to another department or classification at the same work site.
- 7.1.3 Vacancy: A position to which no unit member has been assigned.
- 7.1.4 Emergency Transfer or Reassignment: A transfer or reassignment to a vacancy due to immediate scheduling needs, when insufficient time is available to meet the required timeline in Section 7.2.1.

### 7.2 Notices of Vacancies

- 7.2.1 Notices of vacancies shall be posted for a minimum of ten (10) calendar days before the interview process begins.
- 7.2.2 Notices of vacancies shall be posted on the District website, and transmitted to unit members via District email. All notices of vacancies shall be posted at appropriate site locations throughout the District. Extra-duty assignment vacancies shall only be emailed to unit members at the site of the vacancy unless such extra-duty

could reasonably be performed by a unit member employed at another District site.

7.2.3 All notices of vacancies shall contain the following information:

- (a) Location;
- (b) Job description;
- (c) Duration of job; and
- (d) Minimum qualifications.

7.2.4 Notification provisions shall be waived in the event of an emergency as defined in Section 7.1.4.

### 7.3 **Considerations for Transfers and Reassignments**

7.3.1 The following criteria are to be utilized in making transfers and reassignments (listed in alphabetical order):

- (a) Ability to perform adjunct and other related duties;
- (b) Credential(s);
- (c) Evaluations (written);
- (d) Major and/or minor fields of study;
- (e) Seniority (when all other criteria are equal, district seniority shall be the determining factor);
- (f) Special training or ability;
- (g) Staffing balance as a result of program and/or enrollment changes.

7.3.2 Request for volunteer transfer/reassignment shall be valid for the duration of the current school year and shall be honored should vacancies arise.

### 7.4 **Involuntary Transfers and Reassignments**

7.4.1 Involuntary transfers/reassignments may be made for any of the following reasons:

- (a) Declining Enrollment: When enrollment decreases in a school, worksite, program, or course requires a decrease in the number of unit members.
- (b) Elimination of a Program or Course: When a program or course is eliminated, requiring a decrease in the number of unit members.
- (c) Relocation of a School or Worksite: When a school or worksite is relocated, requiring the movement of unit members.
- (d) Administrative: When it is determined by the Superintendent and/or designee that an involuntary transfer/reassignment is in the best interest of the District.

- 7.4.2 The District shall seek volunteers prior to making any involuntary transfer/reassignment.
- 7.4.3 A unit member shall be provided 48 hours notification prior to the start of a new assignment.
- 7.4.4 A personal conference with the appropriate administrator shall be granted to any unit member upon request who is involuntarily transferred and/or reassigned. The conference shall be held within five (5) working days of request. During the conference, the unit member shall be advised of the reason(s) for the transfer and/or reassignment. Upon request and within five (5) working days after the conference, the reason(s) shall be sent to the unit member in writing.
- 7.4.5 In the event of an involuntary transfer or reassignment, the unit member being transferred or reassigned shall be provided one (1) paid working day to prepare and organize his/her classroom environment and materials. The District shall provide assistance in moving a unit member's material to wherever a unit member is being transferred or reassigned.
- 7.4.6 In the event no qualified and credentialed bargaining unit member volunteers for the vacancy, the unit member with the least district seniority and the appropriate credential shall be involuntarily transferred or reassigned.
- 7.4.7 Unit members who are involuntarily transferred and/or reassigned pursuant to Section 7.4 of this article shall not be subject to another involuntary transfer for at least three years from the date of the transfer, unless by mutual agreement.

7.4.7.1 This provision does not prohibit the involuntary transfer of the protected unit member:

(a) When a school, worksite, or program is relocating, and all unit members at the school, worksite, or program are required to move;

(b) When the unit member is the only employee with the appropriate credential(s) to fill a vacancy;

(c) When all unit members at a school, worksite, or program are protected due to a prior transfer. In this instance, the least senior unit member at the affected work site with the appropriate credential(s) shall be transferred.

## 7.5 **Transfers Relating to the Closing of a School**

7.5.1 In the event of the closing of a District school, unit members from the school being closed, in order of seniority shall have the right of first preference and first refusal over other District employees for existing or projected vacancies during the school year prior to the closing.

Said vacancies may exist or be created by:

(a) New positions at other schools due to increases in enrollment;  
or

(b) Other unit members leaving the District.

In addition, all probationary and temporary teachers shall remain unassigned until permanent teachers from the school being closed have been placed.

7.5.2 If two or more permanent teachers from the school being closed stated a preference for the same vacancy, and if qualifications under 7.3 are equal, the unit member with greatest District seniority shall be transferred to the vacancy.

7.5.3 In the event of a school closure, Department Chairperson at the closing site, shall be released from the Department Chairperson position at the end of the school year in which the school is closing.

7.6           **Transfers Related to Re-Opening Schools**

7.6.1           Apply current contract language for filling vacancies.

7.6.2           Voluntary requests for transfers shall occur prior to District initiated transfers

7.7           Unit members shall not be involuntarily transferred/reassigned outside of the unit member’s credential(s), unless by mutual agreement.

7.8           Unit members shall not be transferred or reassigned for punitive, retaliatory, arbitrary, discriminatory, or capricious reasons.

7.9           **Committee on Assignments**

The Superintendent or designee shall establish a Committee on Assignments which may grant approval for the assignment of full-time teachers to teach courses outside their credential authorization as permitted by law in an area for which they have special skills or preparation.

The committee shall include an equal number of teachers, selected by teachers pursuant to procedures established by CVSTA, and school administrators selected by school administrators.

**ARTICLE 8: Class Size**

8.1           District management will establish class sizes as determined by the instructional needs of the District, the building facilities available and the financial conditions of the District, except as specified below.

8.2           Class size in any program having statutory limits, including special education, shall conform to state and federal mandates.

8.3           The district wide pupil-teacher ratio shall be 30.5 students per regular classroom teacher (FTE). This ratio is limited in its application to “regular” classroom teachers and does not include traditional “large group instruction” (e.g., physical education, band, chorus, athletics, JROTC), nor does it include traditionally small classes such as class size reduction and Special Education.

Class size reduction classes are exempt from the ratio only to the extent the District receives funding from the state or federal government for class size reduction classes. By way of example, if the funding received by the District pays for 80% of the class size reduction classes, then 80% of the class size reduction classes will be excluded from the class size ratio.

- 8.3.1 No regular classes shall exceed a student enrollment of thirty-six (36), without the written permission of the teacher. Such permission shall be obtained on the form contained in Appendix D. No probationary teacher shall have a regular class that exceeds the class size cap of thirty-six (36) students.
- 8.3.2 The District shall limit the size of traditional large group instruction classes to a maximum of fifty (50) students. No traditional large group instruction class shall exceed a student enrollment of fifty (50) without the written permission of the teacher. Such permission shall be obtained on the form contained in Appendix D. No probationary teacher shall have a traditional large group instruction class that exceeds the class size cap of fifty (50) students.
- 8.4 The District shall make every effort to ensure class sizes do not exceed the agreed-upon maximums no later than the end of the fourth full week of each semester, where a full week constitutes five (5) days of instruction. The District-wide pupil-teacher ratio shall be verified at the end of the fourth full week of each semester, where a full week constitutes five (5) days of instruction.
- Positions excluded from the designation of “regular” classroom teachers shall be staffed as follows:
- 8.4.1 Counselors’ assigned caseloads shall not exceed 500:1, but not less than one (1) counselor per school.
- 8.4.2 One (1) Work Experience Coordinator per comprehensive school (Hawthorne, Lawndale, Leuzinger).
- 8.4.3 One (1) Activities Director per comprehensive school (Hawthorne, Lawndale, Leuzinger).
- 8.4.4 One (1) Athletic Director per comprehensive high school (Hawthorne, Lawndale, Leuzinger).
- 8.4.5 Speech and Language Pathologists’ caseloads shall not exceed 55:1, but not less than one (1) Speech and Language Pathologist per comprehensive school (Hawthorne, Lawndale, Leuzinger).
- 8.5 The district wide pupil-teacher ratio shall be at the end of the fourth week of each semester using the format developed by CVUHSD/CVSTA. District/school administrators will update this form on a periodic basis.

## 8.6 **Class Sizes for Special Education Classes**

- 8.6.1 Class size for all Specialized Academic Instruction (SAI) classes shall not exceed fifteen (15) students.
  - 8.6.2 Class size for all Functional Life Skills (FLS) classes shall not exceed fifteen (15) students.
  - 8.6.3 Class size for all Autism classes shall not exceed twelve (12) students.
  - 8.6.4 Class size for severe health condition classes shall not exceed twelve (12) students.
  - 8.6.5 Class size for Adult Transition classes shall not exceed fifteen (15) students.
- 8.7 Psychologists', Speech-Language Pathologists', and Special Education case managers' caseloads shall be set in accordance with applicable law. The District shall use its best efforts to have a special education student's case manager remain consistent throughout a student's enrollment.
- 8.8 The District shall limit the number of administrators to bargaining unit members to the number the "Ryan Ratio" of one (1) administrator for every fourteen (14) classroom teachers. The list of administrators and teachers shall be submitted to CVSTA by the end of the sixth full week of the fall semester, where a full week constitutes five (5) days of instruction, and the end of the second full week of the spring semester, where a full week constitutes five (5) days of instruction.

## **ARTICLE 9: Evaluation Procedures**

### **Purpose**

The purposes of the evaluation process is to recognize good professional practices, to promote communication and provide useful feedback about job performance, to facilitate better working relationships, to provide a historical record of performance, and to contribute to professional development.

### **9.1 Frequency of Evaluation**

- 9.1.1 Per Education Code Section 44664, evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:
  - 9.1.1.1 At least once each school year for probationary unit members.

- 9.1.1.2 At least every other year for unit members with permanent status.
- 9.1.1.3 At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, are a “highly qualified professional” as defined by 20 USC 7801, and whose previous evaluation rated the unit member as “Meets or Exceeds District Standards” in all areas on the evaluation form.
  - 9.1.1.3.1 Unit members who qualify for the exception outlined in 9.1.1.3 shall request it of their evaluator in writing following the receipt of the notice of evaluation.
  - 9.1.1.3.2 The evaluator shall have the sole authority to approve or deny the request. Approval of a request shall be valid for one year.
- 9.1.1.4 Unit members designated as “Full Time Adult Education” shall be evaluated at least every other school year. Provisions of 9.1.1.3 shall also apply.
- 9.1.1.5 If a unit member is to be evaluated during a particular year but is granted a leave of absence for one semester or longer, the evaluation will take place during the first year of return to duty.

## **9.2 Notice of Evaluation**

- 9.2.1 Unit members scheduled for evaluation who are on active status as of the first day of school shall be notified not later than the end of the fourth (4<sup>th</sup>) full week of the school year in which they are to be evaluated. Unit members scheduled for evaluation who are hired or return from leave after the first day of school shall be notified within the first four (4) full weeks of their hire or return from leave date. The notification shall include a copy of Article 9 of this agreement, all relevant evaluation documents and forms, and the identity of their evaluator. The notification, documents, and forms shall be provided in digital format.
- 9.2.2 Should the administrator assigned to evaluate a unit member be unable to complete the evaluation due to the administrator’s illness, leave of absence, transfer, resignation, or other circumstance resulting in their inability to observe and evaluate the unit member:

- (a) Unit members with permanent status may be assigned a mutually agreed upon evaluator. Should the unit member and the District fail to agree upon an evaluator, the unit member shall be evaluated the following school year.
- (b) Unit members with probationary status shall be assigned an alternate evaluator by the District.

9.2.3 Should the administrator assigned to evaluate a unit member be unable to complete the evaluation due to the unit member being transferred to a different work site:

- (a) Unit members with permanent status may be assigned a mutually agreed upon evaluator. Should the unit member and the District fail to agree upon an evaluator, the unit member shall be evaluated the following school year.
- (b) Unit members with probationary status shall be assigned an alternate evaluator by the District.

### **9.3 Initial Conference**

- 9.3.1 Unit members scheduled for evaluation who are on active status as of the first day of school, shall have a conference with the evaluator by the end of the eighth (8<sup>th</sup>) full week of the school year. Unit members scheduled for evaluation who are hired or return from leave after the first day of school, shall have a conference with the evaluator within the first eight (8) full weeks of their hire or return date.
- 9.3.2 The unit member shall arrive at the conference with a copy of their proposed Goals and Objectives for the school year.
- 9.3.3 The evaluator shall discuss the evaluation process, the documents and forms to be used, the evaluation timeline, and when possible, future dates for observations and conferences.
- 9.3.4 The evaluator shall review the unit member's proposed Goals and Objectives and discuss how they relate to District standards and expectations, professional standards and responsibilities, and professional growth.
- 9.3.5 The evaluator and the unit member shall make a good faith effort to mutually agree upon the Goals and Objectives.

- (a) In the event of a disagreement, the evaluator and the unit member may invite a mutually-agreed upon third party to assist in its resolution. The third party shall recommend alternatives to the evaluator and the unit member.
- (b) If a third party cannot be agreed upon, or if either the evaluator or the unit member rejects the proposed alternatives, the evaluator may specify revisions in writing. Each shall have an opportunity to state his/her position relative to the objective(s) in dispute, and to have a written statement attached to the final evaluation form.

9.3.6 The evaluator shall notify classroom teachers that their performance shall be evaluated and assessed as it reasonably relates to:

- (a) The progress of students toward the established District standards of expected student achievement, and, if applicable, the state adopted academic content standards.
- (b) The instructional strategies used by the unit member.
- (c) The unit member's adherence to curricular objectives.
- (d) The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibility.
- (e) The performance of non-instructional duties and responsibilities, including, but not limited to, supervisory and advisory, as may be prescribed by District management.

## **9.4 Observations and Data Collection**

9.4.1 The evaluator shall conduct at least one formal observation of thirty (30) minutes or more utilizing the observation form no later than two (2) weeks prior to the last day of the first semester during the school year in which the unit member is to be evaluated. Additional observations may be made throughout the school year.

- 9.4.2 The evaluator shall endeavor to conduct a conference with the unit member within ten (10) work days of the formal observation to review the evaluator's observations as recorded on the observation form.
- 9.4.3 Periodic conferences may be scheduled by either the evaluator or unit member during the evaluation period to discuss observations, progress towards meeting Goals and Objectives, and/or the revision of Goals and Objectives.
- 9.4.4 Unit members and evaluators shall take positive action to correct any deficiencies noted during observations or otherwise.

The evaluator's role in assisting the unit member shall include, but not be limited to, the following:

- (a) A timely notification of the deficiency;
- (b) Specific recommendations for improvement;
- (c) Assistance with the implementation of such recommendations;
- (d) A method for measuring improvement; and
- (e) A reasonable timeline (as determined by the evaluator) for improvement, to include a follow-up observation date.

## **9.5 Evaluation Documentation**

- 9.5.1 The evaluation of the unit member shall be reduced to writing, and a copy thereof shall be transmitted to the unit member no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the governing board for the school year.
- 9.5.2 The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the unit member. If a unit member is not performing their duties in a satisfactory manner, according to the standards prescribed by the governing board, the evaluator shall notify the unit member in writing of that fact and describe the unsatisfactory performance. The evaluator shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the employee in their performance.

- 9.5.2.1 With exception of incidents of egregious misconduct, the evaluator shall not give a rating of “Does Not Meet District Standard” on the final evaluation documentation if the unit member did not receive prior notification of the deficiency and an opportunity to correct it.
- 9.5.3 Unit members with a final evaluation indicating “PAR Required” shall participate in the Peer Assistance and Review (PAR) program (if available), and be annually evaluated until they no longer receive a rating of “Does Not Meet District Standards” in any areas of their final evaluation, or are separated from the District.
- 9.5.4 Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.
  - 9.5.4.1 With the exception of the statutory deadline in 9.5.1 and 9.5.4, all other deadlines in this article may be extended within the same school year by mutual agreement between the evaluator and the evaluatee.
  - 9.5.4.2 With the exception of the statutory deadline in 9.5.1 and 9.5.4, all other conference deadlines may be extended at the discretion of the evaluator should the unit member be unavailable to meet.
  - 9.5.4.3 Should a unit member be unable to meet with their ~~his or her~~ evaluator for the evaluation conference by the statutory deadline in 9.5.4, the unit member shall be evaluated the following school year according to the contractual timelines.
- 9.5.5 The unit member has the right to have a written reaction or response permanently attached to the evaluation in their personnel file.
- 9.6 Unit members shall not be required to evaluate other unit members-
  - 9.6.1 Results of a unit member’s participation in the Peer Assistance and Review Program shall be made available to the referred participating teacher.
- 9.7 **Definitions**

- 9.7.1 Goal**  
A goal is a statement of broad direction or intent that is general and timeless and is not concerned with a particular achievement within a specified period of time.
- 9.7.2 Objective**  
An objective is a desired accomplishment that can be measured or judged within a given time and under specific conditions. The attainment of the objective(s) or progress toward attainment advances the system toward a corresponding goal.
- 9.7.3 Prime Evaluator**  
Probationary Employees - Principal  
Permanent Employees - Principal or other mutually agreed upon Administrator  
Traveling Permanent Employees - District Administrator with input from all site Principals
- 9.7.4 Secondary Evaluator**  
Mutually agreed upon participant(s) other than the prime evaluator involved in the evaluation procedure.
- 9.7.5 Professional Growth**  
Acceptable activities for professional growth shall include, but not limited to, the following:
- (a) courses from an accredited college and university;
  - (b) participation in professional conferences, in-services, & workshops;
  - (c) service as a teacher support provider;
  - (d) participation in curriculum development projects;
  - (e) cultural experiences, such as attendance at museums, or musical, dramatic or dance productions, or cross-cultural immersion in the language and culture of an ethnic group;

- (f) service in a leadership role in the teachers' association or other professional organization;
- (g) participation in education research;
- (h) publication of professional articles in professional journals;
- (i) travel related to teaching area and credential area;
- (j) participation as an exchange teacher;
- (k) membership on national, state, or local education related committees;
- (l) service as a master teacher for student teachers;
- (m) staff meetings called by bargaining unit member's immediate supervisor or other administrators;
- (n) participation in committees that plan staff development programs for staff members.

9.8 The District shall establish a joint committee of District administrators and CVSTA members to review and make recommendations on evaluation forms.

## **ARTICLE 10: Grievance Procedure**

### **10.1 Definitions**

- 10.1.1 Grievance: A written statement by a unit member and/or the Association in which an allegation is made that a specific section of the Agreement has been violated (See Appendix E). The statement shall contain a request for a specific remedy or remedies to the alleged violation.
- 10.1.2 Grievant: A unit member or the Association filing a grievance.
- 10.1.3 Days: A grievant's working days, or, by mutual consent, days when the District office is open for business.
- 10.1.4 Informal Step: A required discussion of the allegation between the grievant and the appropriate administrator, in an attempt to resolve the grievance.

## 10.2 **General Principles**

- 10.2.1 A unit member who believes that this Agreement has been violated may file a grievance. The unit member must utilize the Informal Step, 10.1.4 above, before filing a grievance at Step 1.
- 10.2.2 Either party has the right to the assistance of a conferee or legal counsel at any step in the procedure.
- 10.2.3 If the same grievance, or substantially the same grievance, is filed by more than one unit member, only one unit member on behalf of himself or herself and the other grievants may process this grievance through this procedure. The names of all aggrieved parties shall appear on any documents submitted by the grievant.
- 10.2.4 If the same grievance, or substantially the same grievance, is filed at more than one work location, the grievances may be combined into one grievance by mutual agreement between the Association and the District.
- 10.2.5 Once a grievance has been filed, it shall not be amended. If substantive information was omitted from the original written allegation, the grievant must re-file the amended grievance with the appropriate supervisor at step 1 of this procedure. Such amendment shall not invalidate the timeliness of a previously valid filing of the original grievance.
- 10.2.6 A grievance must be filed within thirty (30) days of the alleged violation, or within thirty (30) days of the time that the grievant should reasonably have known of the alleged violation.
- 10.2.7 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement.

## 10.3 **Steps in the Grievance Procedure**

### 10.3.1 **Informal Step**

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor as provided in 10.1.4 above. Such conference, as well as the actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in 10.2.5 above.

10.3.2 **Step 1**

The written grievance shall be filed with the grievant's immediate supervisor and the Assistant Superintendent, Human Resources. Within twelve (12) days of receipt of the grievance, the immediate supervisor shall confer with the grievant and any witnesses requested by the grievant and render a written decision to the grievant and to the Association.

10.3.3 **Step 2**

The grievant may appeal the decision from Step 1 to the Assistant Superintendent, Human Resources within fifteen (15) days after receipt of the Step 1 decision. This appeal shall be presented in writing with all documents and printed materials submitted at Step 1. The grievant shall notify the Association of the request for appeal. Within fifteen (15) days of receipt of the appeal, the Assistant Superintendent, Human Resources, shall confer with the grievant and shall render a written decision. Copies of the decision shall be sent to the grievant and to the Association.

10.3.4 **Step 3**

The grievant may appeal the decision from Step 2 to the Superintendent within fifteen (15) days after receipt of the Step 2 decision. The appeal shall be in writing, and the grievant shall send copies to the Association. Within fifteen (15) days of receipt of the appeal, the Superintendent shall confer with the grievant and shall render a written decision. Copies of the decision shall be sent to the grievant and to the Association.

10.3.5 **Step 4**

Mediation prior to arbitration shall be pursued if a grievant and/ or Association is not satisfied with the disposition of the grievance at Step 3. A request for mediation must be submitted in writing to the District within eighteen (18) days after a written decision is rendered or should have been rendered at Step 3.

- 10.3.5.1 Within twenty (20) work days of requesting mediation, the Association shall request that a mediator from the California State Mediation Service, or from any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

- 10.3.5.2 The mediator shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance. The timeline may be extended by mutual agreement of the parties.
- 10.3.5.3 If an agreement is reached, the agreement shall be reduced to writing and shall be signed and shall constitute a settlement of the grievance.
- 10.3.5.4 In the event that the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator within ten (10) workdays from the last meeting held by the mediator, the Association may terminate Step 4 and the grievance may proceed to arbitration.

10.3.6 **Step 5**

A grievant who is not satisfied with the decision at Step 4 may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) days after receipt of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall join in the request. Failure to meet the time limit shall constitute an ultimate withdrawal of the grievance.

- 10.3.6.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request the American Arbitration Association to supply a panel of five (5) names of qualified arbitrators. The District and the Association shall alternately strike names from the list, with the order of striking being determined by lot. The person whose name remains after the striking procedure shall be the arbitrator.
- 10.3.6.2 Steps in the Grievance Procedure may be skipped by mutual agreement between the Association and the District.

10.4 **Authority of the Arbitrator**

- 10.4.1 The District and the Association agree that the jurisdiction and authority of the arbitrator, and the opinion or award expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement, nor shall the arbitrator

have any authority to impose any limitations or obligations not specifically provided for under the terms of this Agreement.

- 10.4.2 The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law, or in violation of this Agreement. The District retains the right to act at its discretion, and the arbitrator cannot rule against such acts unless they are in violation of the Agreement.
- 10.4.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.
- 10.4.4 If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.
- 10.4.5 The decision of the arbitrator shall be, within the limits herein prescribed, final and binding upon the parties in the dispute.

## 10.5 **Arbitration Procedures**

### 10.5.1 **Issues**

The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration. If the parties do not agree on a submission agreement, the arbitrator shall frame the issue(s) by referring to the grievance records at Steps 1, 2 and 3.

### 10.5.2 **Award**

The arbitrator shall submit a written award, with supporting findings, to each party as soon as practicable after submission.

### 10.5.3 **Representation**

A grievant may represent himself at all stages of this procedure or, at the grievant's option, and with Association concurrence, be represented by the Association. If the grievant is not represented by the Association or its representative, the Association shall have a right to submit written responses at each step of the procedure.

10.5.4 **Costs of Arbitration**

The fees and expenses of the Arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting same.

10.5.5 **Election of Remedies**

By filing a grievance and processing it beyond Step 3, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by Article 10. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the grievant that the arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provision of 10.54 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

**ARTICLE 11: District Rights**

11.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

Determine its organization; Direct the work of its employees, Determine the times and hours of operation; Determine the kinds and levels of services to be provided, and the methods and means of providing them; Establish its educational policies, goals and objectives; Insure the rights and educational opportunities of students; Determine staffing patterns; Determine the number and kinds of personnel required; Maintain the efficiency of District operation; Determine the curriculum; Build, move or modify facilities; Establish budget procedures and determine budgetary allocation; Determine the methods of raising revenue; Take action in the event of an emergency - examples:

Act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis; and Hire, classify, assign, transfer, reassign, evaluate, promote, terminate and discipline unit members.

11.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities conferred on by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by

the specific and express terms of this Agreement, and then only to the extent such specific and express terms and policies are in conformance with the law.

## **ARTICLE 12: Association Rights**

### **12.1 Right to Represent**

The Association shall have the right to represent members of the unit in employment relations with the District.

- 12.1.1 Upon request, a unit member shall be informed as to the nature of a meeting to which they have been directed to attend.

### **12.2 Right to Associate**

The District and Association recognize the right of employees to form, join and participate in the activities of the Association and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

### **12.3 Rights of Access, Communication, and Use of Facilities**

The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes, and other means of communication, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Educational Employment Relations Act.

#### **(a) Access**

The District shall notify the Association of all new hires who are members of the bargaining unit within ten (10) work days. The Association shall be granted access to bargaining unit members during all District orientations for new hires. Such access shall be for one hour. The Association may opt to meet with new hires at time outside of District orientations, but within the work day by mutual agreement.

Persons not members of the school staff who wish to come to the school site for Association matters during the school day shall notify the site administrator for his/her permission. Such permission shall be given unless the visit would cause interruption in the educational process.

**(b) Communication**

The Association shall be entitled to post notices of Association concern on a staff bulletin board in an area frequented by teachers in each school complex. The Association shall be entitled to the use of regular inter-school delivery services and mailboxes for communication to employees regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communications. A copy of general distribution Association material shall be sent to the principal or designee at time of posting or delivery.

**(c) Use of Facilities**

The Association may use school facilities for meetings when involved unit members are not on duty, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the employee or the school program.

**12.4 Employee Information**

The employer shall provide the Association with names and addresses of all bargaining unit personnel no later than the third full week of each school year and of all bargaining unit personnel employed after the third full week of each school year within ten (10) days of employment. After the third full week of the school year, the employer shall provide to the Association a complete list of all members of the bargaining unit upon request of the Association.

**12.5 Association Dues**

12.5.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of Association membership dues, fees and general assessments of the Association. The amount of such dues, fees and assessments shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing pursuant to the authorization agreement. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary warrant of the unit member each month for ten consecutive months, from September 30. Deductions for unit members who sign such authorizations after

the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

12.5.2 With respect to all sums deducted by the District pursuant to Section 12.6, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. Any changes in dues deductions or deductions for Association-related benefits shall be made only through the Association office by written authorization.

12.5.3 Upon appropriate written authorization from the unit member, the District shall deduct from the pay warrant of the unit member and make appropriate remittances for annuities, credit union, savings, bonds, charitable donations, or any other plans or programs approved by the Association and the Board of Trustees.

## 12.6 **Association Business**

The Association shall receive a total of twenty (20) days per year, in full day increments, at Association discretion, for Association business, subject to prior notice to the District and provided sick leave is not used in connection with concerted activities. The Association shall reimburse the District for the cost of substitutes.

## 12.7 **Faculty Advisory Committees**

Each school site may form a Faculty Advisory Committee made up of 3-6 CVSTA bargaining unit members and the Principal to discuss and make suggestions to the Principal on issues affecting unit members on campus. The CVSTA representatives will be elected by CVSTA members at that school site.

- The committee will schedule monthly meetings.
- All committee members may place items on the agenda.
- Written summaries from the committee will be distributed to the staff.
- The committee can recommend waiving provisions of the contract for up to one year. Written waiver requests and supporting rationale must be provided to CVSTA and the District in a timely fashion. CVSTA and the District reserve the right to approve/disapprove waiver requests.

**12.8 Superintendent’s Advisory Committee**

The Superintendent shall periodically meet with a Superintendent’s Advisory Committee to discuss issues affecting the District or school sites. CVSTA representatives will include the CVSTA President and one certificated staff person from each school site.

**12.9 Employee Rights – Organizational Security**

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, participate in employee organizations.

- 12.9.1 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose to become a member of the Association.

**12.10 Payment Method**

Association members may pay the properly-determined dues directly to the association on an annual basis.

- 12.10.1 As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established dues as determined by the Association. Upon voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Association the normal and regular monthly dues.

**12.11 Layoffs and Leaves of Absences**

The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District’s active payroll for any reasons, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues deductions for such member upon direction by the Association.

**12.12 Association Obligations**

The Association shall be responsible for requiring unit members to fulfill obligations defined herein and to collect any dues which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

12.13 **President Release Time**

The CVSTA President will be released from 40% of his/her assignment in order to participate in district/school meetings, educate/train staff, visit school sites, improve community relations, and perform other functions necessary for carrying out his/her duties.

12.14 **Department Budgets**

The District shall develop and deliver tentative budgets to department chairs by June 1 of the preceding school year.

12.15 **Assignments**

All bargaining unit members shall receive notice of the subjects and positions that they will be assigned to no later than the end of the semester preceding the semester of their assignment, or two weeks prior, whichever is earlier. The notification in the spring for the fall semester shall be tentative and may be changed by the District based on the District's needs.

12.16 **Identification of Students**

Each classroom teacher shall be given written notification by the end of the fourth full week of the fall semester and the end of the fourth full week of the spring semester of any and all special programs or circumstances (including but not limited to RSP, English Language Learners, special education, health issues, any Education Code section 49079 issue, etc.) for each student enrolled in the teacher's class.

12.17 **Committee Members**

12.17.1 CVSTA shall appoint all bargaining unit members of any committee created to jointly address bargaining subjects (e.g. benefits, safety, budget).

12.17.2 CVSTA shall appoint all bargaining unit members of any committee created to jointly address creating, implementing, and evaluating professional development activities for certificated employees.

12.18 **District Directory**

12.18.1 The District shall publish and post on the District's website a directory including the names, titles, telephone extensions, fax numbers, and e-mail addresses of all site staff. The District will use

its best efforts to publish the directory before the end of the eighth (8<sup>th</sup>) full week of the school year.

### **ARTICLE 13: No Concerted Activities**

- 13.1 It is agreed and understood that there will be no strike, work stoppages, slow-down or picketing of the District by the Association, its officers, agents or unit members, including compliance with the request of other organizations to engage in such activity. This section shall apply during normal work hours and/or at times of scheduled adjunct duties.
- 13.2 The Association recognizes the duty and obligation of its representatives to comply with provisions of the Agreement to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or picketing of the District by its officers, agents, or union members, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 13.3 It is understood that, in the event the Association violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement from the Association.
- 13.4 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law and illegal notwithstanding this Article.

### **ARTICLE 14: Support of Agreement**

- 14.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association or except under terms of the reopener provisions of Article 2 of this Agreement.
- 14.2 Individual school site may request waivers from this Agreement and/or Board Policies subject to the following guidelines:
  - 14.2.1 A formal written proposal shall be presented to the active unit members at the affected site by one or more active unit members assigned to the affected site, including the duration of the proposed waiver.

- 14.2.2 Unit members at the site shall vote on the proposal in a secret ballot election, to be conducted and supervised by two members of the Association Executive Board. A vote of approval by at least two-thirds of the voting unit members assigned to the site shall be required for the process to continue to the next step.
- 14.2.3 The approved formal proposal shall be presented to and reviewed by the CVSTA Executive Board and the Superintendent. The CVSTA Executive Board and the Superintendent shall meet together to review the proposal.
- 14.2.4 If both parties approve the proposal, the CVSTA Executive Board must obtain formal approval from the CVSTA Representative Council.
- 14.2.5 If the waiver is approved by the CVSTA Representative Council and the Board of Education, it shall be implemented. If implemented, it shall be valid for one year unless otherwise stipulated in the initial proposal.

## **ARTICLE 15: Effect of Agreement**

- 15.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over past District practices and procedures and over State laws to the extent permitted by State law.

## **ARTICLE 16: Completion of Meet and Negotiation**

- 16.1 During the term of this Agreement and any agreed upon extension thereof, and except as otherwise contained herein, the Association expressly waives and relinquishes the right to meet and negotiate with respect to any subject or matter specifically referred to or covered in this Agreement or those subjects or matters discussed during the negotiations but not included in this Agreement. In the event the District indicates that it will implement a unilateral change to a matter within the scope of or a permissible subject of bargaining, the Association reserves the right to negotiate any such unilateral change per the Educational Employment Relations Act.

## **ARTICLE 17: Savings**

- 17.1 If any provision of this Agreement is held by a court of appropriate jurisdiction to be contrary to law, or becomes so by way of legislative or regulatory action, then such provision or application will be deemed to be invalid to the extent required by such court-decision, statute, or legislative or regulatory action, but all other provisions or applications of this Agreement shall continue in full force and effect.

17.2 The Association and the District shall meet on a case by case basis to discuss changes or additions to statutes or legislative acts that affect the Articles of this Agreement.

## **ARTICLE 18: Nondiscrimination**

18.1 Neither the District nor the Association shall unlawfully discriminate against any unit member in applying the specific provisions contained in this Agreement on the basis of race, color, ancestry, ethnic group identification, sexual orientation, religion, marital or parental status, sex, national origin, age (as provided by State and Federal law), gender, gender identity, gender expression, mental or physical disability, or the perception of one or more of these actual or perceived characteristics. The parties shall attempt to resolve any grievances filed under this section internally. However, in the absence of resolution, this provision shall not be subject to arbitration under the grievance procedure contained in this Agreement if an administrative remedy is available under state and/or federal law.

18.2 Neither the district nor the Association shall unlawfully discriminate against unit members on the basis of participation or non-participation in Association activities.

## **ARTICLE 19: Health and Safety Conditions**

19.1 A joint CVUHSD/CVSTA committee shall be established to develop school site procedures that will address safety and working conditions on each campus to ensure all district facilities are in “good repair” as defined in Education Code Section 17002(d)(1). These procedures will be completed/reviewed by December 1st of each school year. That report should be sent to both the Superintendent and the CVSTA office for distribution.

The report shall include an investigation of the following conditions at each campus:

- Gas Leaks
- HVAC Mechanical Systems
- Windows/Doors/Gates/Fences
- Interior Surfaces
- Hazardous Materials
- Structural Damages
- Fire Safety
- Electrical
- Pest/Vermin Infestation
- Drinking Fountains
- Sewer System

Roofs  
Playgrounds/School Grounds  
Security  
Violence  
Health issues  
Indoor air pollution  
Derelict conditions of campus  
Disaster preparedness  
Mold inspections  
Working, sanitary and accessible restrooms

- 19.1.1 The Committee shall also establish policy and procedures to address safety and working conditions on each campus pursuant to Education Code Section 17002(d) and in accordance with Education Code Section 35186.

These conditions include but are not limited to:

Gas Leaks  
HVAC Mechanical Systems  
Windows/Doors/Gates/Fences  
Interior Surfaces  
Hazardous Materials  
Structural Damages  
Fire Safety  
Electrical  
Pest/Vermin Infestation  
Drinking Fountains  
Sewer System  
Roofs  
Playgrounds/School Grounds  
Security  
Violence  
Health issues  
Indoor air pollution  
Derelict conditions of campus  
Disaster preparedness  
Mold inspections  
Working, sanitary and accessible restrooms

- 19.1.2 The Committee shall meet between August and June to review, update and/or modify established policies and procedures as well as to address and/or remedy any unsafe or hazardous working condition.

- 19.2 The principal and/or the designee shall make all reasonable efforts to investigate any problem relating to unsafe or hazardous working conditions within their authority. Upon written notification, the principal or the designee shall address any unsafe or hazardous condition within 48 hours. The principal or designee shall remedy a complaint within reasonable time period but not to exceed 30 working days from the date the complaint was received {Ed Code 35186.4(b)}.
- 19.2.2 CVSTA will be provided with a written plan of action to resolve the unsafe or hazardous condition.
- 19.3 The District shall pay unit members for days lost due to an emergency or natural disaster to the extent that the District receives additional funding for those days from the State of California.
- 19.4 Site administration shall provide class coverage for teachers in times of medical necessity, as required by law.

## **ARTICLE 20: Complaints Against Unit Members**

- 20.1 A complaint by a parent, community member, student, or non-administrative/non-supervisory employee of the District which may negatively affect a unit member's evaluation and/or lead to disciplinary action shall be reported to the unit member by the District within twenty (20) working days following the receipt of the complaint.
- 20.1.1 This article does not apply to complaints for which separate procedures or policies are provided such as complaints concerning discrimination & sexual harassment. This article also does not apply to complaints concerning incidents which have been referred to another governmental agency for investigation or action.
- 20.2 Parents, community members, and district employees may attempt to informally resolve concerns directly with unit members before submitting formal written complaints to the District. If the complainant does not wish to resolve the matter informally with the unit member, or if the complaint is not resolved at the informal level, the complainant may submit a written complaint to the unit member's immediate supervisor and follow the procedures set forth in this Article.
- 20.2.1 A written complaint shall include the name(s) of the complainant(s), name(s) of the respondent(s), and a brief summary of the complaint, including approximate time(s), date(s), place(s) and names of any person who might have information about the complaint.

- 20.2.2 The unit member's supervisor or their designee shall investigate and attempt to resolve the complaint. The unit member's supervisor or their designee, shall provide a written response summarizing the disposition of the complaint to the complainant(s) and respondent(s).
- 20.3 If either party is not satisfied with the disposition of the complaint under Article 20.2.2, the party may within ten (10) working days of being notified of the proposed disposition, submit a written notice to the Superintendent or their designee.
- 20.3.1 The Superintendent or their designee shall review the complaint and all documentation associated with the complaint and render a final administrative determination in writing to both the complainant(s) and the respondent(s).
- 20.4 If a written complaint is placed in the unit member's personnel file, the unit member may attach a written response that shall be placed along with the complaint in the unit member's file. Nothing in this article shall be construed as limiting or expanding any unit member's right to initiate a grievance pursuant to the terms of this Agreement.

## **ARTICLE 21: Peer Assistance and Review**

The District and the Association will establish and maintain a program to provide assistance to teachers who are in need of or desire peer support and/or professional growth. The Peer Assistance and Review Program (or PAR) will provide assistance to both Referred and Voluntary Participating Teachers to strengthen their skill and expertise in the six (6) domains of the California Standards for the Teaching Profession.

### **21.1 PAR Panel**

- 21.1.1 The PAR Panel shall consist of five (5) members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by certificated classroom teachers through a process established by the Association. Both parties retain the right to replace their own representatives. Both parties will appoint one alternate representative for the purpose of replacing a regular Panel member who is unable to complete their term of service for any reason.
- 21.1.2 The term of a Panel member shall be from July 1 through June 30 of the following year.
- 21.1.3 The PAR Panel shall establish its own meeting schedule, with a minimum of one meeting per quarter. All Panel members are expected to attend all scheduled meetings. To meet, all five (5)

Panel members must be present. Panel meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation and PAR funds shall be used for any required substitutes. If the PAR Panel schedules meetings outside of the teacher workday, teachers shall be compensated at the hourly extra duty rate as identified in Article 3.8. Teacher members of the PAR Panel will receive an annual stipend of \$4,500.

- 21.1.3 The PAR Panel shall strive to make Panel decisions by consensus; however, if consensus is not possible, then the decision at hand will be made by a majority vote.

## **21.2 PAR Panel Responsibilities**

The PAR Panel shall:

- 21.2.1 Establish its own rules and procedures, including the method for the annual selection of a Chairperson. The Rules and Procedures shall be consistent with the provisions of this Agreement, Board Policies, District Regulations, and the Education Code.
- 21.2.2 A summary of the adopted rules and procedures shall be provided in each school site's faculty handbook. The Panel shall also provide materials for distribution detailing the purpose and structure of the PAR program.
- 21.2.3 The District will provide the PAR Panel with the PAR Program budget no later than July 1 of each year.
- 21.2.4 Coordinate training to meet the needs of the program and its participants, including training for PAR Panel members, Consulting Teachers, and Participating Teachers.
- 21.2.5 Send written notification of participation in the PAR program to Participating Teachers.
- 21.2.6 Determine the number of Consulting Teachers in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
- 21.2.7 Establish rules and procedures for selecting Consulting Teachers.
- 21.2.8 Assign Consulting Teachers to Participating Teachers.

- 21.2.9 Prepare guidelines for Consulting Teachers and their activities, to include the establishment of the criteria to be used when assessing the results of the assistance provided.
- 21.2.10 Review Assistance Plans and assessment reports prepared by Consulting Teachers.
- 21.2.11 Evaluate the impact of the PAR program on an annual basis and make recommendations to the Association and the District for improvement.
- 21.2.12 Review the final report prepared by each Consulting Teacher and make recommendations to the Governing Board regarding the Referred Participating Teachers' progress in the PAR program.
- 21.2.13 Maintain confidentiality regarding the PAR Panel proceedings and assessment plan reports prepared by Consulting Teachers to the extent required by law.

### **21.3 Consulting Teachers**

#### **21.3.1 Qualifications**

A Consulting Teacher is a permanent certificated teacher who provides assistance to a Participating Teacher under the PAR program established in this Agreement. Consulting Teachers shall possess the following minimum qualifications:

- (a) At least five (5) years' experience as a full-time classroom teacher in the District.
- (b) Achieved "Meets or Exceeds District Standards" in all areas of their most recent evaluation.

#### **21.3.2 Appointment Process & Responsibilities**

- 21.3.2.1 The number of Consulting Teachers shall be determined by the PAR Panel, based upon participation in the PAR Program, the available budget, and other relevant considerations. Models for Consulting Teacher positions may include full-time, part-time, and/or extra duty assignments
- 21.3.2.2 Consulting Teacher vacancies shall be posted in accordance with Article 7.2.1. In addition to submitting an application,

each applicant is required to submit at least three (3) references from District certificated employees, to include at least one current or previous supervising administrator, all of whom having direct knowledge of the applicant's abilities to serve as an effective Consulting Teacher.

- 21.3.2.3 Consulting Teachers shall be selected by the PAR Panel after at least one teacher and one District representative on the PAR panel have conducted a classroom observation to confirm that the Consulting Teacher possesses the following:
- (a) Demonstrated exemplary teaching ability based on the criteria contained in California Standards for the Teaching Profession;
  - (b) Knowledge and mastery of the subject area, instructional strategies, and classroom management strategies necessary to meet students' differentiated needs.
- 21.3.2.4 Consulting Teachers shall be assigned to no more than one (1) Participating Teacher.
- 21.3.2.5 Consulting Teachers shall assist Participating Teachers by:
- (a) Observing their Participating Teacher at least thirty (30) minutes or more each month;
  - (b) Meeting with their Participating Teacher at least once per week to engage in coaching, conferencing, collaborative lesson planning, assessment of student work, and review of progress toward objectives set in their Assistance Plan.
- 21.3.2.6 Consulting Teachers may be released from regular duties without loss of compensation when necessary to carry out their PAR responsibilities during the school day, with prior approval from their supervisor. Consulting Teachers shall be paid a stipend of \$1,000 per semester that they are supporting a Participating Teacher. The PAR Panel may remove a Consulting Teacher from the position at any time because of inadequate performance or failure to meet the requirements set forth in 21.3.2.5.

## 21.4 PAR Program

21.4.1 **Referred Participating Teacher:** A Referred Participating Teacher is a permanent classroom teacher required to participate in the PAR program.

21.4.1.1 No later than the end of the second full week of the first semester, the Consulting Teacher, the Referred Participating Teacher, and the Referred Participating Teacher's Principal shall meet to review the specific areas identified as needing improvement. An Assistance Plan shall be collaboratively developed by the Consulting Teacher and the Participating Teacher.

21.4.1.1 The Assistance Plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement, and a progress monitoring schedule. The Assistance Plan shall also include, but not be limited to, specific training activities in the identified area(s) of need. Consulting Teachers shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall conduct both pre-observation and post-observation conferences.

21.4.1.2 During the Assistance Plan period, the Consulting Teacher and the Referred Participating Teacher's Principal shall consult with each other on the peer assistance and review process and the Referred Participating Teacher's progress.

21.4.1.2 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide written periodic interim reports to the Referred Participating Teacher, his/her Principal, and the PAR Panel for discussion and review.

21.4.1.3 On or before May 15th, the Consulting Teacher shall complete a written final report detailing the Referred Participating Teacher's participation in the Assistance Plan. The review shall identify the areas needing improvement as stated in the referring evaluation; the assistance provided to the Referred Participating Teacher, and assessment of the results of the assistance provided. The review shall also include a statement of whether or not the teaching performance of the Referred Participating Teacher

demonstrates effectiveness as a result of the Referred Participating Teacher's engagement in the Assistance Plan. The final report shall be provided by the Consulting Teacher to the PAR Panel and Referred Participating Teacher. At no time will this report be utilized in the evaluation process.

21.4.2 **Voluntary Participating Teacher:** A Voluntary Participating Teacher is a classroom teacher who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Voluntary Participating Teachers to the PAR program based on available Consulting Teachers after completing all Referred Participating Teacher assignments, the PAR budget, and other relevant considerations.

21.4.2.1 Classroom teachers, who have not been referred to the PAR program, may volunteer to participate for the purpose of professional growth through peer assistance. An application shall be made to the PAR Panel identifying professional growth goals based upon the California Standards for the Teaching Profession and relevant curriculum standards. The PAR Panel shall review applications and approve participation in the PAR program according to criteria set forth by the PAR Panel and within the limitations of the PAR budget. The Consulting Teacher shall work with the Voluntary Participating Teacher to develop a plan to achieve the identified professional growth goals, not limited to but including, peer collaboration. The Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher.

21.4.2.2 Verbal communications between a Consulting Teacher and a Voluntary Participating Teacher shall be confidential and shall not be shared with the Participating Teacher's Principal or the PAR Panel, without the written consent of the Voluntary Participating Teacher. The Consulting Teacher shall provide a final report to the PAR Panel and Voluntary Participating Teacher to document the professional growth work completed and assistance provided.

## 21.5 General Provisions

21.5.1 The District shall make every effort to fund PAR.

21.5.2 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against

the Referred Participating Teacher at any time consistent with the law and this Agreement.

- 21.5.3 The provisions of the PAR program may be revised by written mutual consent of the District and the Association.
- 21.5.4 The provisions of Article 21 shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the PAR Panel for review and response.
- 21.5.5 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR program as required by the California Government Code.
- 21.5.6 Consulting Teachers shall not be considered management or supervisory employees as defined under the Educational Employment Relations Act.
- 21.5.7 All documents issued under the PAR program shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.

## **ARTICLE 22: Unit Member Discipline**

- 22.1 The District shall have the right to suspend individual unit members without pay for up to fifteen (15) days per year for cause as defined in Education Code Section 44932.
- 22.2 Concepts of “progressive discipline” shall be generally applicable. The District shall not engage in disparate treatment of employees.
- 22.3 Suspension of a unit member shall not be based on matters which occurred more than four (4) years preceding the date of the Notice of Intent to Discipline, with the exceptions provided under Education Code Section 44944.
- 22.4 The District shall provide the affected unit member and the Association a written Notice of Intent to Discipline for any proposed suspension. The Notice of Intent to Discipline shall contain a specific statement of the charge(s) which shall include a statement of the act(s) and omission(s) upon which the charge(s) is based. The Notice of Intent to Discipline shall be issued no later than forty-five (45) calendar days (except for notices that only include a charge of unsatisfactory performance, which cannot be served between May 15th and September 15th, pursuant to California

Education Code Section 44936) following the completion of the investigation into the last act or omission by the unit member which resulted in the Notice of Intent to Discipline. The suspension shall be implemented in accordance with the timeline prescribed by the District in the Notice of Intent to Discipline, subject to Section 22.5 below.

- 22.5 The Notice of Intent to Discipline shall be accompanied by written notice of the unit member's right to appeal the suspension by filing a grievance as provided in Article 10 of this Agreement. Any dispute arising out of this Article may be submitted to final and binding arbitration pursuant to Article 10 of this Agreement, provided the unit member files a written appeal with the Superintendent or their designee within ten (10) working days from the date of service of the Notice of Intent to Discipline. Any proposed suspension under this Article shall be stayed until the arbitrator's decision is rendered, unless the suspension is based on one of the causes set forth under Education Code Section 44939, or the unit member's immediate suspension is deemed appropriate by the District for the safety and welfare of students and/or staff.
- 22.6 Suspension without pay under this Section shall not be regarded as a precondition for any other form of disciplinary action against a unit member not prohibited by law, including but not limited to, dismissal and notice of non-reelection.
- 22.7 Suspension without pay under this Article shall not reduce or deprive the unit member of available health benefits.

## **ARTICLE 23: Personnel Files**

- 23.1 All files of unit members that may affect the evaluation of unit members and/or lead to disciplinary action shall be maintained under the following conditions:
- 23.1.1 All materials placed in a unit member's personnel file shall be available to the unit member, at his/her request for inspection. The unit member may be accompanied by a representative, if he/she so desires, while reviewing the file.
- 23.1.2 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of materials in a unit member's personnel file.
- 23.1.3 Materials originating from a parent, student, and/or community member, and pertinent to a unit member's conduct, service, character, and/or personality shall not be placed in a unit member's personnel file unless the unit member has had an opportunity to read the material and rebut it. Anonymous documents, letters, or

other materials will not be included in a unit member's personnel file.

- 23.2 No evaluations, correspondence and/or other material containing derogatory references to a unit member's competence, character, and/or manner shall be kept or placed in his/her personnel file without the unit member's knowledge.
- 23.3 Unit members shall be given the opportunity to prepare and have attached to all file copies a response to any derogatory material that may be kept or placed in his/her personnel file. Such responses will remain part of that file until such time as the derogatory material is removed from the file.
- 23.4 Material containing allegation determined to be untrue or not founded in fact will not be included in a unit member's personnel file.
- 23.5 Grievances and complaints filed by or on behalf of a unit member shall not become part of said unit member's personnel file.

## **ARTICLE 24: Postsecondary Education Courses**

### **24.1 Definitions**

- 24.1.1 **Pupil Instructional Day:** The times of the regular teacher work day during which courses are scheduled. Classes taught before 8:00 AM or after 3:00 PM are not included in the Pupil Instructional Day.
- 24.1.2 **Dual Enrollment College Course:** A post-secondary credit-bearing course offered during the Pupil Instructional Day.
- 24.1.3 **Concurrent College Enrollment Course:** A post-secondary credit-bearing course offered outside of the Pupil Instructional Day.
- 24.1.4 **Postsecondary Instructor:** The primary instructor of a postsecondary course, who is designated by the postsecondary partner institution as the instructor of record.
- 24.1.5 **Supervising Teacher:** A unit member who is assigned to supervise/co-teach students in a Dual Enrollment Course that is taught by a Postsecondary Instructor.

### **24.2 Dual Enrollment College Courses**

- 24.2.1 Dual Enrollment courses are a collaborative effort between the District and its post-secondary partners designed to give District

students opportunities to simultaneously earn both high school and college credit during the Pupil Instructional Day.

- 24.2.2 Instructors for all Dual Enrollment courses shall be selected by the District's post-secondary partners. Unit members who meet the minimum qualifications requirements for faculty at California Community Colleges may apply to teach Dual Enrollment courses.
- 24.2.3 If a Postsecondary Instructor is hired to teach a Dual Enrollment course, the District shall employ a qualified unit member to co-teach the course.
- 24.2.4 No existing unit member positions shall be eliminated as a result of increasing or decreasing enrollment in Dual Enrollment courses. The District shall not involuntarily transfer or reassign unit members to teach a Dual Enrollment course. If a Dual Enrollment course is closed because of insufficient funds or enrollment, any affected unit members shall be reassigned to either a different Dual Enrollment course, or to an alternate course offered by the District.
- 24.2.5 Maximum class size in Dual Enrollment courses shall be the same as the agreed-upon maximum class size for District classes.
- 24.2.6 Unit members shall adhere to all District policies, including those related to discipline, while teaching or co-teaching Dual Enrollment courses.
- 24.2.7 CVSTA shall select three (3) unit members of its choice to attend a quarterly meeting at the District office to review data related to Dual Enrollment and Concurrent Enrollment courses.

### **24.3 Concurrent Enrollment College Courses**

- 24.3.1 To receive high school graduation credit, Postsecondary Education courses offered through Concurrent Enrollment College Courses to CVUHSD students must meet the criteria set below.
- 24.3.2 Concurrent Enrollment College Courses may satisfy college entrance ("a-g") requirements, apply toward college-level general education requirements, or be part of a vocational or career technical education course leading to a degree or certificate.
- 24.3.3 Education Code states that the intent of Concurrent Enrollment College Course enrollment is to provide educational enrichment opportunities for a limited number of eligible pupils, rather than to reduce current course requirements of elementary and secondary

schools, and also to help ensure a smoother transition from high school to college for pupils by providing them with greater exposure to the collegiate atmosphere.

- 24.3.4 CVUHSD students may request that Concurrent Enrollment College Course credits be used to meet high school graduation requirements. The student must obtain prior approval from the principal, for the course(s), the number, and type of credits to be awarded. Students may not be granted high school credit for Concurrent Enrollment College Courses equivalent to those offered by the District within the Pupil Instructional Day. The District shall make every effort to attempt to offer and host desired courses during the regular school year during the Pupil Instructional Day.
- 24.3.5 Students enrolled in concurrent college courses must also be enrolled in a full schedule of classes at the high school (EC 48801), unless an AB 1012 waiver is obtained requiring the student to attend the high school for a minimum of 240 minutes per day (EC 512281.1).
- 24.3.6 Teachers for all Concurrent Enrollment College Courses shall be selected by our post-secondary partners. Unit members who meet the minimum qualifications requirements for faculty at California Community Colleges may apply to teach Concurrent Enrollment College Courses. If a unit member is not selected to teach a Concurrent Enrollment College Course, no unit member shall be assigned to co-teach with the Postsecondary Instructor.