

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CENTINELA VALLEY
UNION HIGH SCHOOL DISTRICT

AND THE

CENTINELA VALLEY
SECONDARY TEACHERS' ASSOCIATION

JULY 1, 2014 – JUNE 30, 2017

Board-Approved: 11/14/2017

Revised: 11/27/2017

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE 1: Recognition.....	1
ARTICLE 2: Term of Agreement.....	2
ARTICLE 3: Compensation	2
ARTICLE 4: Hours of Employment.....	9
ARTICLE 5: Health and Welfare Benefits	10
ARTICLE 6: Leaves of Absence	12
6.1 Personal Illness and Injury Leave	13
6.2 Personal Necessity Leave	14
6.3 Bereavement Leave.....	14
6.4 Leave for Pregnancy Disability	15
6.5 Other Leaves without Pay	15
6.6 Judicial Leave	16
6.7 Industrial Accident Leave	16
6.8 Sabbatical Leave	17
6.9 Leaves of Absence for Critical Illness (Life Threatening) or Injury in the Immediate Family	20
6.10 Family Care and Medical Leave/California Family Rights Act (“FMLA/CFRA”).....	20
6.11 Catastrophic Leave.....	24
ARTICLE 7: Transfer & Reassignment	26
ARTICLE 8: Class Size	29
ARTICLE 9: Evaluation Procedures	31
ARTICLE 10: Grievance Procedure.....	35
ARTICLE 11: District Rights	39
ARTICLE 12: Association Rights	39
ARTICLE 13: No Concerted Activities.....	44

ARTICLE 14: Support of Agreement.....	45
ARTICLE 15: Effect of Agreement.....	46
ARTICLE 16: Completion of Meet and Negotiation	46
ARTICLE 17: Savings.....	46
ARTICLE 18: Discrimination.....	46
ARTICLE 19: Health and Safety Conditions	46
ARTICLE 20: Complaints Against Unit Members	48
ARTICLE 21: Peer Assistance & Review	49
ARTICLE 22: Unit Member Discipline	54
ARTICLE 23: Personnel Files.....	55
APPENDIX A - GENERAL PROVISION & SALARY SCHEDULES	56-63
Salary Schedule A - Certificated Staff	
Salary Schedule B - Certificated Staff without BA/BS degree/JROTC	
Salary Schedule C - Adult Education Teachers	
Salary Schedule D - 7 Hour Schedule	
APPENDIX B - EVALUATION FORMS	64-83
APPENDIX C - CALENDARS.....	84-85
2017-2018	
APPENDIX D - MAXIMUM CLASS SIZE WAIVER FORM.....	86
SIGNATURE PAGE	87
MEMORANDUM OF UNDERSTANDINGS:	
Article 4 Hours of Employment.....	88-94
Article 9 Evaluation Procedures	95
8-Period Block Bell Schedule.	96
Autism Authorization.....	97
Beginning Teacher Support and Assessment (BTSA).....	98

English Learners Authorization.....	99
Verification Process for Specialized Settings (VPSS).....	100
College and Career Access Pathways (CCAP) Dual Enrollment.....	101

ARTICLE 1: Recognition

1.1 The Centinela Valley Union High School District recognizes that 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 regular full-time or part-time classroom teacher.
- 1.1.2 special education teacher
- 1.1.3 resource specialist
- 1.1.4 program /project facilitator
- 1.1.5 teacher on special assignment
- 1.1.6 categorically-funded teacher
- 1.1.7 teacher intern
- 1.1.8 summer school teacher
- 1.1.9 full time adult education teacher & advisor (20 or more hours per week)
- 1.1.10 counselor
- 1.1.11 psychologist
- 1.1.12 librarian
- 1.1.13 nurse
- 1.1.14 activities director
- 1.1.15 JROTC instructor
- 1.1.16 Work Experience Teacher/ROP (So. Cal ROC) Coordinator
- 1.1.17 Instructional Coach
- 1.1.18 Credit Recovery Teachers
- 1.1.19 Independent Study School Teachers
- 1.1.20 Saturday School Teachers
- 1.1.21 Academy Coordinators
- 1.1.22 Academy Leadership Teachers

- 1.1.23 Academy Teachers
- 1.1.24 Teachers of Online Courses
- 1.1.25 Avid Coordinators
- 1.1.26 Athletic Directors
- 1.1.27 ELD Coordinators
- 1.1.28 Speech and Language Pathologist
- 1.1.29 Career and Technical Educators (CTE)
- 1.1.30 Dependent Charter School Teachers
- 1.1.31 Program Coordinators (PBIS, Link Crew, RTI)
- 1.1.32 Temporary Teachers
- 1.1.33 Dean of Students
- 1.1.34 Affiliated School Teachers (Community Day School)
- 1.1.35 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 Agreement

- 2.1 The term of this agreement shall be three years from July 1, 2014 through June 30, 2017. Articles 3 and 5 are automatic reopeners; each party may also reopen one additional item.

ARTICLE 3: Compensation

- 3.1 All eligible unit members shall be compensated for earned step & column.
- 3.2 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.

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

3.3.1 JROTC instructors and CTE teachers without a BA/BS degree shall be compensated in accordance with Salary Schedule B located in Appendix A.

3.3.2 Full time Adult Education instructors (20+ hours a week) shall be compensated in accordance with Salary Schedule C located in Appendix A.

3.3.3 Unit members assigned as counselors, psychologists, Speech-Language Pathologists, teachers on special assignment (TOSA), project facilitators, program facilitators, special education program specialists, district nurse, Activities Director, Athletic Director and Work Experience/SCROC Coordinators shall be compensated in accordance with Salary Schedule D located in Appendix A. Salary Schedule D shall be 114.75% of Salary Schedule A.

3.3.3.1 Effective February 1, 2005, the District Nurse shall be compensated on Salary Schedule D located in Appendix A.

3.3.3.2 Effective July 1, 2015, unit members assigned as Activities Director and Athletic Director shall be compensated in accordance with Salary Schedule D located in Appendix A.

3.3.4 Unit members shall receive a one percent (1.0%) off-salary schedule payment for school year 2016-2017. The 1% one-time off-salary schedule payment will be based on the unit member's base salary placement on schedules A, B, C, or D. Unit members are only eligible for the 1% one-time off-salary schedule payment if unit members were in active status, including paid and unpaid status, as of June 1, 2017. Unit members that were hired after June 30, 2017, are not eligible for the 1% one-time off-salary schedule payment.

In the event that the District's total student enrollment is at least 6,411 on CBEDS Information Day for the 2017-2018 school year (10/04/2017), unit members shall receive a one percent (1.0%) salary schedule increase retroactive to July 1, 2017.

3.3.4.1 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.

3.3.5 Unit members who: (a) were located in Column I Steps five (5) through twelve (12) on the salary schedule during the 1998-1999 school year; and (b) do not have a clear credential shall be placed on Column II Steps six (6) through twelve (12) as appropriate for a maximum of four (4) years beginning with the 1999-2000 year. Such unit members must obtain a clear credential within four (4) years in order to remain in Column II. The District shall provide written notification of the effect of this provision to each affected unit member.

3.3.6 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

3.4 Placement on Salary Schedule

3.4.1 In determining initial salary placement for unit members with a credential hired beginning the 1999-2000 school year, the District will grant allowance for all WASC (or its equivalent) accredited teaching experience. The District shall also grant up to two (2) years experience for active military teaching experience in the United States Armed Forces. This clause shall not have any retroactive effect.

3.4.2 A preliminary or a clear, valid secondary credential is required for placement in Column II. Possession of a preliminary or clear, valid secondary credential with less than 45 salary credit earned will place an applicant in Column II.

3.4.2.1 Unit members possessing a valid Intern credential will be placed on Column I.

3.4.3 The following types of salary credit will apply after receipt of the bachelor's degree: Upper division or graduate units. These units must be in an individual's major or minor field, or be meaningfully related to his present or possible future assignment. One salary credit shall be equal to one semester unit or one and one-half quarter units.

3.4.4 In-service education credits and lower division units. A maximum of 16 salary credits may be earned through in-service education and lower division college units (in teacher's credential area). Ten (10) of these salary credits may be earned through in-service activities and six through lower division college work. Lower division units may be taken at a two year college. Upon petition, an individual may exchange one or two credits from either type of activity.

3.4.5 Units earned prior to placement on Column II in classes in school administration will not be acceptable for salary credit. A maximum of ten (10) units in classes in

school administration earned by individuals on Column II will be acceptable for salary credit. Another maximum of ten (10) units in classes in school administration earned by individuals on Column III will be acceptable for salary credit. Unit members may advance on Salary Schedule Columns, with prior written approval, by providing appropriate evidence to the District no later than November 1, to be effective September 1, or no later than April 1, to be effective February 1. The holder of a special credential or valid preliminary or partial fulfillment credential may advance no further than Step 5 in Column 1.

- 3.4.6 An Adult Education teacher shall be deemed to have completed 75% of a school year if he or she has been employed for 27 school weeks. The number of weeks shall be cumulative from year to year. The effective date of any change in salary will be in September following the school year in which they completed the 75% requirement.
- 3.5 Sixth period assignment compensation will be paid at $1/6^{\text{th}}$ 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. Adult education period substitutes shall be paid at their regular hourly pay. In-service, curriculum development (not lesson planning) and workshop attendance shall be compensated at \$35.00 per hour. In-service 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. Counselors shall be compensated at their per diem for days worked beyond the 184-day work year.
- 3.6 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, effective with the 2015 summer session. 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. 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 work day more than 3 times per semester shall be paid at their hourly rate or \$40.00 per hour, whichever is greater.
- 3.6.1 For Summer school eligibility, unit members and teachers with clear credentials 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.
- 3.6.2 Unit members assigned to campus supervision during their 35 minute duty-free lunch shall receive \$20 per lunch period.

3.7 Counselors, Speech-Language Pathologist and School Psychologists:

3.7.1 Counselors shall be employed for a period of twelve (12) days in addition to the teacher's work year, and shall be compensated at the individual's per diem of pay for each day worked. (See Article 3.5). School Psychologists shall be employed for a period of ten (10) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. Speech-Language Pathologists and Social Workers shall be employed on an "as needed" basis (as determined by the District) for a period of up to ten (10) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. Any additional days of work will be determined with the mutual consent of the employee and the District.

3.7.2 Projects and/or duties performed during the additional workdays in 3.7.1 and 3.7.2 above shall be approved by the District.

3.8 District Nurse

3.8.1 The district nurse shall be employed for a period of eighteen (18) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked.

3.9 Directors of Student Activities and Directors of Athletics

3.9.1 Directors of Student Activities and Directors of Athletics may work up to ten (10) additional days with the mutual consent of the Director and District administration and will be compensated at the individual's per diem rate of pay for each additional day worked.

3.10 Department Chairpersons

3.10.1 The employee's position on Salary Schedule A shall be established as a base.

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

3.10.3 The stipend for Department Chairpersons of small departments (6-20 teaching periods) is 4%.

3.10.4 The stipend for Department Chairpersons of large departments (21-39 teaching periods) is 7%.

3.10.5 Department Chairpersons of departments with 40 or more teaching periods shall receive a 7% stipend and one period of release time for department management.

3.10.6 Department Chairperson Selection Process

3.10.6.1 Department Chairpersons shall be elected for three (3) year terms, subject to yearly review by the lead site Principal. For the purposes of this article, a unit member must be assigned to a department for fifty percent (50%) or more of his/her contracted assignment to be

considered a member of that department and to be eligible to serve as Chairperson. Department Chairpersons shall be elected by a formal majority vote of department members. 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 31st of each year.

Positions shall be advertised to district certificated employees at large. The election rotation shall be as follows:

- Starting 2012-2013: Math and Science
- Starting 2013-2014: English, Visual & Performing Arts, & Social Studies
- Starting 2011-2012: World Languages, PE & Special Education

The following criteria shall be used as a basis for selection:

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

3.10.6.2 In the event an elected or appointed Department Chairperson is unable to complete his/her term, due to a leave from the District or resignation or his/her employment is otherwise terminated, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section 3.10.6.1 above at the request of the site administrator. 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.

3.10.6.3 Elected Department Heads will not be subject to involuntary transfers during their term of office.

3.11 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 IRS mileage rate.

3.12 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 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.

3.14 A unit member who receives a national board certification shall be entitled to receive compensation in addition to the unit member's regular base salary schedule pay, in accordance with the schedule set forth in this Article 3.14.

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.

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.

In addition, the unit member who receives a national board certification 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.

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 3.14, 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.

3.15 Other Extra Assignments/Stipend for ELD Coordinator:

3.15.1.1 An ELD Coordinator assigned fewer than 200 students shall receive an eight (8%) stipend plus one period of release time.

3.15.1.2 An ELD Coordinator assigned a caseload of 200 or more students shall receive a ten percent (10%) stipend plus one period of release time.

3.15.2 Stipend for Academy Coordinator: eight percent (8%) plus one period of release time.

3.15.3 Stipend for Academy Leadership Team: four percent (4%) (limit of five (5) members per team).

3.15.4 Stipend for AVID Coordinator: eight percent (8%)

3.15.5 The WASC Facilitator shall be responsible for supporting administration with self-study preparation, and preparing for WASC team visits. Stipend for 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 3.15 shall be in addition to the preparation period provided under Article 4, section 4.1.

ARTICLE 4: Hours of Employment

4.1 The workday for full-time unit members, except those on Salary Schedule D or Salary Schedule C (Adult Education), 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.

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 who are full time teachers shall be assigned five instructional periods and one period for preparation each day classes are in session. The preparation period shall be for the primary purpose of carrying out class preparation. Counselors, librarians, nurses, psychologists, speech-language pathologists, activities/athletic directors, teachers on special assignments and all other unit members shall be on campus to fulfill their professional responsibilities consistent with their job description.

4.1.1 The workday for unit members on Salary Schedule D of Appendix A shall be 420 minutes, exclusive of 35 minutes for a duty-free lunch.

4.1.2 The Work Experience Coordinators/SCROC Coordinators at Hawthorne, Lawndale and Leuzinger High Schools shall be paid on Salary Schedule D of Appendix A, and shall have a workday of 420 minutes, exclusive of a duty-free lunch which shall be no less than 35 minutes.

4.1.3 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.

- 4.1.4 Each site shall hold a Back to School Night and Open House (or their equivalent) within the first four weeks of each semester for (90 minutes). Teachers, counselors, and other site-based unit members shall participate in both. Unit members assigned to multiple sites, with the exception of the district nurse, 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.
- 4.1.5 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.
- 4.2 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.
- 4.3 Work days: The number of scheduled work days for unit members, except those in Adult Education and summer school, shall be:
- | | |
|-----------------------------|---------------------------------------|
| Regular classroom teachers | 184 |
| Other classroom teachers | 184 |
| Librarians | 184 |
| Counselors | 184 + 12 (See Article 3.7.1) |
| Social Worker | 184 (See Article 3.7.1) |
| Psychologists | 184 + 10 (See Article 3.7.1) |
| Speech-Language Pathologist | 184 (See Article 3.7.1) |
| District Nurse | 184 + 18 per diem (See Article 3.8.1) |
| Activities Directors | 184 (See Article 3.9.1) |
| Athletic Directors | 184 (See Article 3.9.1) |
| Program Specialists | 184 |
| JROTC Instructors | 218 |
- 4.4 The Calendar for unit members, excluding JROTC Instructors, 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 the 1993-94 insurance year, the District will contribute \$16.00 per month (\$192.00 per year) to eligible full-time unit members and eligible retirees for approved PERS health plan options. This amount shall be the District's employee-only medical benefits contribution. In addition, the District shall annually provide a supplemental reimbursement for full-time eligible unit members and eligible retirees as set forth in section 5.2 below. The supplemental reimbursement shall be used for additional health benefit coverage.

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.

5.2 The District's combined basic medical contribution and supplemental reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums:

Active Full-Time Unit Members:	\$4,500.00 (effective July 1, 2006)
	\$5,000.00 (effective July 1, 2007)
	\$6,000.00 (effective July 1, 2009)
	\$6,450.00 (effective January 1, 2012)
	\$7,050.00 (effective July 1, 2013)
	\$10,000.00 (effective July 1, 2014)
	\$11,000.00 (effective April 1, 2015)
	\$11,500.00 (effective January 1, 2018)

Retirees Hired Prior to July 1, 1993 and retiring before July 1, 2006	\$3,808.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007	\$4,308.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2007 and June 30, 2009	\$4,808.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2009 and June 30, 2011	\$5,808.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2011 and June 30, 2013	\$6,258.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2013 and December 31, 2013	\$6,858.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between January 1, 2014 and March 31, 2015	\$9,808.00
--	------------

Retirees Hired Prior to July 1, 1993 and retiring between April 1, 2015 and December 31, 2017	\$10,808.00
---	-------------

Retirees Hired Prior to July 1, 1993 and retiring on or after December 31, 2017	\$11,308.00
---	-------------

Retirees Qualifying for Medicare	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 provision 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, 2014, the District will pay a \$1,000 stipend once a year to bargaining unit members who choose to waive their medical benefits (does not include dental, vision, or life insurance).

5.8 Health Benefits Committee

A Health Benefits Committee, consisting of members selected by the District, CSEA and CVSTA unit members shall research health provider options that offer more competitive rates to all District employees while maintaining the same level of benefits and options.

ARTICLE 6: Leaves of Absence

- 6.0 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.

6.1 Personal Illness and Injury Leave

- 6.1.1 Full-time unit members, except those in Adult Education and summer school, shall be entitled to ten (10) days leave with full pay for each school year for reasons of personal illness or injury. Unit members who are scheduled to work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for full-time member in a comparable position.
- 6.1.2 Adult Education and summer school unit members shall be entitled to .05 hours of paid leave for every hour worked. Summer school sick leave shall accumulate and may be utilized during the summer school. No unit member may utilize more than a maximum of 3 summer school leave days per summer. The district shall notify unit members of summer school leave quarterly. Summer school sick leave earned only for summer school.
- 6.1.3 If a unit member does not utilize the full amount of leave as authorized in 6.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 6.1.4 After all accumulated leave as set forth in 6.1.3 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 6.1.5 below are met. The amount received while on leave shall not be less than one-half ($\frac{1}{2}$) or 50% of the employee's salary. Leave accumulated during the regular school year shall not be utilized during summer employment.
- 6.1.5 Where reasonable doubt exists as to the legitimacy of leave under this Article, 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.
- 6.1.6 A unit member must see that the District Office is contacted as soon as the need to be absent is known. Failure to provide adequate notice may be grounds for denial of leave with pay.
- 6.1.7 A full-time unit member who is absent under provisions of this leave for less than a full day shall have accumulated leave reduced in increments of one (1) hour, with any portion of an hour counting as one (1) hour.
- 6.1.8 Unit members shall notify the District at the earliest reasonable time of their intent to return to work, but at least one hour prior to the unit member's first required duty, and in no event later than 7:00 a.m. on the day of return from leave.
- 6.1.9 Within thirty (30) days after the end of each quarter, unit members will be provided with a quarterly statement of available sick leave.

6.1.10 All unit members who accrue sick leave may take ½ of sick leave accrued annually in accordance with the Kin Care Act to care for a close family member with an illness such as the common cold or flu as well as serious health conditions covered by the FMLA/CFRA

6.1.11 All unit members may take 12 weeks of job-protected, unpaid leave to bond with a newborn or newly adopted or foster child (or child of a spouse or domestic partner), care for himself or herself, or care for a close family member with a serious health condition in accordance with the California Family Rights Act (CFRA) and the Family and Medical Leave Act (FMLA)

Note: If an employee uses Kin Care to care for a family member with a serious health condition, the absence may be counted as Kin Care and FMLA/CFRA

6.2 Personal Necessity Leave

6.2.1 Leave which is credited under 6.1.1 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.

6.2.2 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;
- (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.

6.2.2.1 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.

6.2.3 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.

6.3 Bereavement Leave

6.3.1 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.

- 6.3.2 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.
- 6.3.3 When appropriate, bereavement leave shall be taken prior to the use of other paid or unpaid leave

6.4 Leave for Pregnancy Disability

- 6.4.1 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 Care and Medical Leave Act as appropriate.
- 6.4.2 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.
- 6.4.3 Unit members on leave pursuant to 6.4.1 and/or 6.4.2 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.

6.5 Other Leaves without Pay

- 6.5.1 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 6.11), adoption and/or care of a child, service in an elected public office, or professional study or research. Leaves granted under this Article may be extended for a maximum of one year at the discretion of the District.
- 6.5.2 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.

- 6.5.3 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.
- 6.5.4 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.

6.6 Judicial Leave

- 6.6.1 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.
- 6.6.2 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.
- 6.6.3 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.
- 6.6.4 Any fees, honorariums or costs, other than mileage, paid to the unit member must be reimbursed to the District.
- 6.6.5 The Association shall encourage unit members to serve jury duty outside the regular school year.

6.7 Industrial Accident Leave

- 6.7.1. 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.
- 6.7.2 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.
- 6.7.3 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.

- 6.7.4 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.
- 6.7.5 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.

6.8 Sabbatical Leave

- 6.8.1 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.

6.8.2 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.

6.8.3 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.

6.8.4 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.

6.8.5 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 6.9.3 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.

6.8.6 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:

- E. Notify the Superintendent of the accident or onset of serious illness within ten (10) days, by registered letter.
- F. Upon recovery, be available for immediate return to service. The amount of compensation due under the provision of 6.9.6 shall not be affected if the unit member has complied with 6.9.6 above.

6.8.7 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.

6.8.8 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.

6.8.9 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.

6.9 Leaves of Absence for Critical Illness (Life Threatening) or Injury in the Immediate Family

6.9.1. 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 6.2.3 of this Article.

6.9.2 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.

6.10 Family Care and Medical Leave/California Family Rights Act ("FMLA/CFRA")

6.10.1 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.

6.10.2 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.

6.10.2.1 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.

6.10.2.2 “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.

6.10.3 Duration of Leave

6.10.3.1 Except as provided otherwise under section 6.1.11, 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’ 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.

6.10.3.2 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.

6.10.3.3 Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

6.10.4 Terms of Leave

6.10.4.1 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.

- 6.10.4.2 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.

6.10.5 Maintenance of Benefits

- 6.10.5.1 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.
- 6.10.5.2 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.

6.10.6 Advance Notice of Leave/Intent to Return

- 6.10.6.1 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.
- 6.10.6.2 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.
- 6.10.6.3 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.

6.10.7 Certifications

6.10.7.1 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.

6.10.7.2 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.

6.10.7.3 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.

6.10.7.4 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.

6.10.8 Reinstatement/Non-Discrimination

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.

6.10.9 Notifications

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

6.10.10 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.

6.10.11 Service-Member Family Leave.

- a. 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.
- b. 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.

6.11 Catastrophic Leave

6.11.1 Creation

- 6.11.1.1. The Association and the District agree to create a Catastrophic Leave Bank effective September 1, 1997.
- 6.11.1.2 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.
- 6.11.1.3 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant

6.11.2 Eligibility & Contributions

- 6.11.2.1 All unit members on active duty with the district are eligible to contribute to Catastrophic Leave Bank.
- 6.11.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the bank.
- 6.11.2.3 The contribution, solicited by the District to the unit members, using the appropriate district form, shall be authorized by the unit member
- 6.11.2.4 Donations to the Bank are irrevocable

- 6.11.2.5 Contributions shall be made between September 1st and October 1st of each school year
- 6.11.2.6 The annual rate of contribution by each participating unit member shall be a maximum of two (2) days of sick leave. If the number of days in the bank on October 1st 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.
- 6.11.2.7 If the number of days in the Bank on October 1st 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 6.11.2.6)

6.11.3 Withdrawal from the Bank

- 6.11.3.1 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.
- 6.11.3.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the bank.
- 6.11.3.3 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.
- 6.11.3.4 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.

6.11.3.5 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.

6.11.3.6 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.

6.11.4 Process for Settling Disputes

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.

6.11.5 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.

ARTICLE 7: Transfer & Reassignment

7.1 Definitions

7.1.1 Transfer: A relocation of a probationary, temporary or permanent unit member from one school or other work location to another.

7.1.2 Reassignment: The relocation of a probationary, temporary or permanent unit member from one classification in the unit to another; also, the relocation of a person from one department in a school to another in accordance with the criteria set forward in 7.2.

7.1.3 Vacancy: A position in the unit to which no unit member has been assigned.

7.1.4 Notice of vacancies for the ensuing school year shall be posted during the Spring semester. Notice of vacancies during the school year shall be posted for a minimum of ten (10) calendar days before the interview process begins on the District website, throughout the District, and transmitted to unit members who have previously filed written requests for transfer or reassignment. Unit members to be notified during the summer recess shall submit their names, with five (5) stamped, self-addressed envelopes, to the District Personnel Office prior to June 15. All notices of vacancies shall be posted at appropriate site locations throughout the District. Extra duty assignment vacancies shall be posted only at the site of the vacancy unless such extra duty could reasonably be performed by a

unit member employed at another District site. This notification provision shall be waived in the event of an emergency as defined in Section 7.15, or except as provided herein.

7.1.5 Emergency transfer or reassignment: A transfer or reassignment made to a vacancy when the District could not reasonably have known in time to notify all unit members. Notice shall be transmitted to those unit members who meet the criteria listed in Section 7.2 of this Article and who have previously filed written requests for transfer and/or reassignment.

7.1.6 Request for transfer or reassignment: A form submitted to the District by a unit member indicating a desire to transfer. Requests for transfer shall be filed during the month of February, and a master list shall be valid for one school year. Unit members may also file requests for transfer after having been notified of specific individual vacancies. An Administrator may request the transfer of a unit member after first notifying the person.

7.1.7 The school administration shall notify unit members of partial vacancies and seek volunteers for those vacancies.

7.1.8 No unit member shall be transferred or reassigned for arbitrary reasons.

7.2 Criteria 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) Special training or ability
- (f) Staffing balance as a result of program and/or enrollment changes.

7.2.1 When all the criteria listed in Article 7.2 are equal, district seniority shall be the controlling factor.

7.3 All notices of vacancies shall contain the following information:

- (a) Location;
- (b) Job description;
- (c) Duration of job;
- (d) A statement of specific criteria desired for the filling of the vacancy and shall indicate which of the criteria listed in Article 7.2 (if any) are more important than others.

7.4 Involuntary Transfer or Reassignment:

- 7.4.1 Involuntary transfers/reassignments may be made for any of the following reasons:
- a) a decrease in the number of students which requires a decrease in the number of unit members at the worksite, or
 - b) elimination of programs(s) and/or funding, worksite closings, or
 - c) upon determination by the Superintendent and/or designee that an involuntary transfer/reassignment is in the best interest of the District; The Superintendent and/or designee shall not subject unit members to an involuntary transfer for punitive, retaliatory, arbitrary, discriminatory or capricious reasons.
- 7.4.2 A bargaining unit member who is involuntarily transferred and/or reassigned pursuant to this article shall not be subject to another transfer for at least three years from the date of the transfer, unless by mutual agreement with the unit member. Involuntary transfers or reassignments shall not be made outside the unit member's credential(s) unless by mutual consent.
- 7.4.3 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. The unit member shall be notified of the impending transfer or reassignment at the earliest reasonable date the District is aware that a transfer or reassignment will take place. In the event that there must be a transfer or reassignment during the school year because of declining enrollment or enrollment shifts, such a transfer may take effect immediately.
- 7.4.4 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.
- 7.4.5 If the decision to involuntarily transfer a unit member is due to changes in student enrollment or elimination of program(s) and/or funding, the District shall seek volunteers prior to making any involuntary transfer/reassignment. 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 transferred or reassigned.
- 7.4.6 Unit members shall not be subject to an involuntary transfer for punitive, retaliatory, arbitrary or capricious reasons.

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 school 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 7.2 are equal, the unit member with greatest District seniority shall be transferred to the vacancy.

7.5.3 The Administration of each remaining high schools shall open the position of department head within two years after the closing of a school.

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

7.6.3 A unit member who applies for a vacancy and has a clear credential in the subject area which the vacancy exists, shall have the right to fill that vacancy over a unit member with an emergency credential.

7.7 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, 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 class within the ratio shall exceed a student enrollment of 36 later than the end of the fourth week of each semester, without the written permission of the teacher. Such permission shall be obtained on the form contained in Appendix D. No teacher in his or her first year of teaching shall be allowed to have a regular class that exceeds the class size cap of 36 students.
- 8.3.2 The District will use its best efforts to balance “traditional large group classes” as soon as possible after the commencement of each semester. Such classes shall be balanced no later than the end of the fourth week of each semester.
- 8.3.3 The District shall limit size of Physical Education classes to a maximum of 50 students. No class within the ratio shall exceed a student enrollment of 50 later than the end of the fourth week of each semester without the written permission of the teacher. Such permission shall be obtained on the form contained in Appendix D.
- 8.4 District-wide-pupil-teacher ratio shall be verified at the end of the fourth week of each semester. Positions excluded from the designation of “regular” classroom teachers shall be staffed as follows:
- 8.4.1 Counselors’ assigned case load shall not exceed 500:1, but not less than one (1) counselor per school.
- 8.4.2 One (1) Work Experience Coordinator per school
- 8.4.3 One (1) Activities Director per school
- 8.5 The district wide pupil-teacher ratio shall be at the end of the fourth (4th) 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 size for all special education (all designations including Speech-Language Pathologists) classes shall not exceed SELPA best practice. DIS Counselors, Speech-Language Pathologists and Special Education case managers case loads shall be set in accordance with applicable law. The District shall use its best efforts to have any special education student’s case managers be one of the student’s teachers.
- 8.7 The District shall limit the number of administrators to bargaining unit members to the number indicated by the “Ryan Ratio” of 1 administrator for every 14 classroom teachers.

The list of administrators and teachers shall be submitted to CVSTA by the 6th week of the fall semester and the 2nd week of the spring semester.

ARTICLE 9: Evaluation Procedures

Purpose

The primary purpose of evaluation is to recognize good teaching practices and to assist teachers in the improvement of instruction and effective management of students through the careful, objective, and systematic assessment of teacher competence and effectiveness in relation to instructional methodology and adherence to the District's recorded curriculum.

9.1 Evaluation of all unit members shall be on a continuing basis and scheduled as follows:

9.1.1 Temporary - each school year, if employed for entire school year. A temporary employee hired for less than a school year, but for at least one semester, shall be evaluated in writing.

9.1.2 Probationary - each school year.

9.1.3 Permanent - at least every other school year.

9.1.3.1 The two-year evaluation cycle set forth for permanent employees may be extended by one (1) additional year for permanent unit members who have been employed by the District at least ten (10) years, are Highly Qualified as defined in 20 U.S.C. Section 7801 and whose previous evaluation was satisfactory, if the unit member and the evaluator consent to this schedule. The unit member or evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by the District shall be at the sole discretion of the evaluator.

9.1.4 Full Time Adult Education - at least every other school year.

9.2 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.

9.3 Unit members scheduled for evaluation shall be notified not later than the end of the third week of the school year in which they are to be evaluated. Unit members shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator.

9.4 The evaluatee shall present his/her suggested goals, objectives, and professional growth plan to the evaluator by November 1st of the school year in which the evaluation shall take place. Employees shall be evaluated under provisions 9.5.1.3 & 9.5.1.4.

9.5 Initial Conference

9.5.1 Except for temporary employees serving less than a school year, the evaluator shall have a conference with the evaluatee by November 1st of each school year for the purpose of:

9.5.1.1 reviewing the unit member's course goals and objectives as they relate to district standards and expectations.

9.5.1.2 discussing the evaluation forms to be used (See Appendix B)

9.5.1.3 discussing the appropriateness of the unit member's objectives as they relate to:

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

9.5.1.4 discussing the unit member's goals and objectives for professional growth.

9.5.1.5 planning for observations, conferences, and establishing a final evaluation conference date.

9.5.1.6 In the event of a disagreement over the appropriateness of objectives described in 9.5.1.3 & 9.5.1.4, the evaluator and evaluatee shall:

- (a) make every possible attempt to resolve the problem themselves
- (b) if the disagreement persists, the parties may invite a third party to assist in its resolution. The third party shall recommend alternatives to the evaluator and evaluatee
- (c) if either party rejects the proposed alternatives, 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.

- 9.6 Periodic conferences may be scheduled by either the evaluator or unit member during the evaluation period to discuss observations, progress towards meeting objectives, and/or revision of goals and objectives.
- 9.7 If the evaluator becomes aware of serious deficiencies in the unit member's performance of duties, such deficiencies shall be noted in writing by the first Friday of the first full week in February. A conference shall be held between the unit member and his/her evaluator during which the deficiencies shall be discussed. The evaluator shall make recommendations as to areas of needed improvement, and shall attempt to assist the unit member in correcting the deficiencies.
- 9.8 If the evaluator becomes aware of a complaint or complaints that could affect the unit member's evaluation, the evaluator shall follow the Board Policies and Article 20 of this Agreement in determining the merit of the complaint(s).
- 9.9 Final Evaluation Conference
- 9.9.1 The evaluator will discuss each component of the evaluation during a conference and provide a written evaluation to the unit member no later than 30 calendar days before the end of the school year.
- 9.9.2 The unit member has the right to have a written reaction or response permanently attached to the evaluation in his/her personnel file.
- 9.10 Unit members shall not be required to evaluate other unit members, unless subpoenaed by a court or administrative office of appropriate jurisdiction.
- 9.11 Terms
- 9.11.1 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.
- 9.11.2 Objective
- An objective is a desired accomplishment that can be measured or judged within a given time and under specificable conditions. The attainment of the objective(s) or progress toward attainment advances the system toward a corresponding goal.
- 9.11.3 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

9.11.4 Secondary Evaluator

Mutually agreed upon participant(s) other than the prime evaluator involved in the evaluation procedure.

9.11.5 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.

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

Note: Please refer to MOU between CVUHSD & CVSTA, Board-approved on March 11, 2014, regarding a two-year pilot program to be implemented at all school sites beginning July 1, 2014, which includes, but is not limited to, new timelines, new forms & new content standards.

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 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.
- 10.2.5 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.
- 10.2.6 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.

10.4 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 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.

- 12.2 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 Public Employment Relations Act.

- (a) Access - 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 Names

The employer shall provide the Association with names and addresses of all bargaining unit personnel no later than October 15 of each school year and of all bargaining unit personnel employed after September 30 of each year within thirty (30) days of employment.

12.5 Association Dues and Fees

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 between June 1 and September 1 of any year. 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 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, either: to become a member of the Association; or, to pay to the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 12.13, below.

12.10 Unit Members' Obligation to Exclusive Representation

A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 12.16, below, and who has not voluntarily made application for membership in the Association within the sixtieth (60th) day following either the date upon which this Agreement is executed or the date upon which said employee has been formally hired by the District as a bargaining unit employee, whichever date is later, must pay annually to the Association a representation fee in accordance with Education Code 45061 in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association

12.11 Definition of Representation Fee

The Representation fee collected from non-Association unit members pursuant to Section 12.10 above shall not exceed an amount equal to the Association's (CVSTA/CTA/NEA) annual dues for representing such unit members.

12.12 Prorated Representation Fee

Bargaining unit members hired during the school year shall pay a prorated representation fee. Such pro-rata share shall be based upon the number of days of actual scheduled services for a school year as compared with the number of days available for full-time employment in the school year. Any fraction of a month shall be conducted as a full month. Part-time, non-exempt bargaining unit members shall pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

12.13 Employee Exempted From Obligation To Pay Association

No unit member shall be required to join the Association or to make an agency fee payment if the unit member is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations.

12.13.1 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:

- (a) The United Way; or
- (b) The Children's Hospital; or
- (c) Any charity designated by the Association.

12.13.2 The Association, upon written request, may require such exempt unit member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organization listed above.

12.14 Payment Method

Any unit members who are not exempt from payment under Section 12.13 above may pay annually the properly-determined representation fee directly to the Association.

12.14.1 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 representation fee as defined in Section 12.13 above, subject to the conditions set forth elsewhere in this Agreement for payroll deductions. 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 representation fee.

12.14.2 In the event that a unit member who is not exempted from payment under Section 12.13 does not voluntarily sign and deliver to the District an authorization pursuant to Section 12.13, or pay annually the representation fee directly to the Association pursuant to Section 12.10, the Association may request in writing that the District deduct from the pay of the unit member and pay to the Association the normal and regular monthly representation fee without the approval of the unit member pursuant to Education Code 45061. Prior to making a request for the District to Involuntarily deduct the representation fee from any unit member's pay, the Association shall notify the unit member of the request. The District shall be obligated to make such deductions as requested by the Association.

12.15 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 or representation fee deductions for such member only upon a valid dues/representation fee deduction authorization as defined herein.

12.16 Obligation of Parties

12.16.1 District's Obligations - The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this Section that, such unit member must either become an Association member, pay a representation fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 12.13.1 of this Agreement, and to make payroll deductions pursuant to Section 12.14.1 of this Agreement. It is the express intention of the parties to utilize the remedies provided for in Education Code Section 45061 for enforcing this Article.

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

12.17 Hold Harmless Provision

The Association and/or its parent organizations CTA and NEA agree to indemnify and hold harmless from any and all liability and pay all legal fees and legal cost incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation; and shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried or appealed.

- 12.18 The District shall not deduct money specifically earmarked for ABC, PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.
- 12.19 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.
- 12.20 The District shall develop and deliver tentative budgets to department chairs by June 1 of the preceding school year.
- 12.21 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.
- 12.22 Each classroom teacher shall be given written notification by October 15 for fall semester and February 15 for 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.
- 12.23 CVSTA may name all teacher members of any committee created to address bargaining subjects (e.g. benefits, safety, budget.)
- 12.24 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 October each 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 and 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 except as otherwise contained herein, the Association expressly waives and relinquishes the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 17: Savings

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

ARTICLE 18: Discrimination

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, religion, marital status, sex, national origin, age (as provided by State and Federal law), and/or disability. 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 of the district shall make all reasonable efforts to investigate any problem within his or her authority. Upon written notification, the principal or the designee of the district shall address any unsafe or hazardous condition within 48 hours. The principal or designee of the district 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)}.

19.2.1 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 shall attempt to orally resolve concerns with unit members personally before submitting formal written complaints with the District. If the complainant does not wish to resolve the matter orally or directly with the unit member, the complainant may submit a written complaint to the unit member's immediate supervisor and follow the procedures set forth below in Sections 20.3.1. et seq.

- 20.3 If the complaint is not or cannot be resolved at the informal level (Article 20.2), the complainant may submit the complaint in writing to the unit member's immediate supervisor.
- 20.3.1 A written complaint must include the name of the unit member(s) involved and a brief actual summary of the complaint, including approximate time(s), date(s), place(s) and names of any person who might have information about the complaint.
- 20.3.2 The Principal, or his/her designee, or the employee's immediate supervisor shall investigate the complaint and, where appropriate, attempt to resolve the complaint with the parties. The Principal, his/her designee, or the employee's immediate supervisor will advise all concerned parties if the complaint is satisfactorily resolved.
- 20.4 If either party is not satisfied with the disposition of the complaint under Article 20.3.2, the party may within ten (10) working days of being notified of the proposed disposition, submit a written notice to the Principal requesting him/her to forward the complaint and any accompanying reports to the Superintendent or his/her designee.
- 20.4.1 The Superintendent or designee will review the complaint and accompanying materials and render a final administrative determination.
- 20.5 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 constructed as limiting or expanding any unit member's right to initiate a grievance pursuant to the terms of this Agreement. To the extent appropriate, the District and the Association may agree to waive any step of the grievance procedure to avoid duplication of effort.

ARTICLE 21: Peer Assistance and Review (PAR)

The District and 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 program will be called "The Peer Assistance and Review Program" (or "The PAR Program") and will provide assistance in subject matter knowledge, maintaining a suitable learning environment, and/or teaching methods in order to increase student achievement.

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 the District and the Association will appoint one alternate representative for the purpose of replacing a regular panel member who is unable to attend a meeting(s).

21.1.2 Effective September 2001, the term of office for teacher members on the Panel shall be three years.

21.1.3 The Par Panel shall meet four (4) times each school year, unless additional meetings are determined necessary by a vote of three (3) PAR Panel members. Such meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation. To meet, three (3) PAR panel members must be present. Teacher members of the PAR Panel will receive an annual stipend of \$4,500.

21.1.4 The PAR Panel shall work toward reaching consensus on all decisions; however, if no consensus is reached, a majority vote will prevail.

21.2 PAR Panel Responsibilities:

The PAR Panel is responsible for:

21.2.1 Establishing its own rules and procedures, including the method for selection of a person. The Rules and Procedures shall be consistent with the provisions of this Agreement, Board Policies, District Regulations, and the Education Code.

21.2.2 Distributing, at the beginning of each school year, a summary of the adopted rules and procedures to all unit members and administrators; Adding rules and procedures to faculty handbooks and make them available as handouts for start of school.

21.2.3 Establishing and submitting a proposed annual budget for the PAR Program to the Board of Trustees. The PAR Panel shall refrain from taking any actions that might exceed the Board approved annual budget.

21.2.4 Coordinating training to meet the needs of the program and its participants.

21.2.5 Sending written notification of participation in the PAR program to Participating Teachers.

21.2.6 Determining 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 Establishing rules and procedures for selecting Consulting Teachers.

21.2.8 Selecting and assigning Consulting Teachers to Participating Teachers. The PAR Panel will also determine the appropriate caseload for each Consulting Teacher.

21.2.9 Preparing guidelines for Consulting Teachers and their activities.

21.2.10 Reviewing Assistance Plans and assessment reports prepared by Consulting Teachers.

- 21.2.11 Evaluating the impact of the PAR program on an annual basis and making recommendations to CVSTA and the District for improvement.
- 21.2.12 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Recommended Participating Teacher's progress in the PAR Program.
- 21.2.13 Maintaining 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:

- 21.3.1.1 At least four (4) years of recent classroom teaching experience in the District.
- 21.3.1.2 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.
- 21.3.1.3 Demonstrated knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- 21.3.1.4 Ability to communicate effectively both orally and in writing.
- 21.3.1.5 Ability to work cooperatively and effectively with others.

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 Notice of Consulting Teacher openings shall be posted at each school site for a period of not less than ten (10) workdays. In addition to submitting an application form, each applicant is required to submit at least three references from individuals (preferably at least one supervising administrator) who have direct knowledge of the applicant's abilities to be a 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 site visitation and a classroom observation.

- 21.3.2.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Participating Teacher.
- 21.3.2.5 Consulting Teachers can be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be one year (1) which may be extended by the PAR Panel for one consecutive term. Consulting Teachers shall be paid a stipend of \$2,000. The PAR Panel may remove a Consulting Teacher from the position at any time because of inadequate performance and/or other reasons that serve the best interests of the PAR Program.

21.4 PAR Program

- 21.4.1 Volunteer Participating Teacher: A Volunteer Participating Teacher is a classroom teacher who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Volunteer Participating Teachers to the PAR Program based on available Consulting Teachers after completing all Recommended Participating Teacher assignments, the PAR budget and other relevant considerations.
 - 21.4.1.1 Classroom teachers, who have not been recommended to the PAR Program, may volunteer to participate. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.
 - 21.4.1.2 Oral communications between the Consulting Teacher and a Volunteer 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 volunteering teacher.
- 21.4.2 Professional growth and development will be another dimension of the PAR program available for voluntary participating teachers. An application should be made to the PAR panel with the proposed scope of work, the defined goals, a plan that supports sustainable professional growth (i.e. CTSP and curriculum standards) not limited to but including peer collaboration. A final report will be provided to the PAR panel to share the work completed.
- 21.4.3 Recommended Participating Teacher: A Recommended Participating Teacher is a permanent classroom teacher who receives either an "Unsatisfactory" or "Needs Improvement" rating in his/her final evaluation in the areas of subject matter knowledge, teaching methods, and/or maintaining a suitable learning environment. A Recommended Participating Teacher shall be evaluated in the succeeding year and may choose to participate in the District's PAR Program.
 - 21.4.3.1 On or before October 1st, the Consulting Teacher, the Participating Teacher and the Participating Teacher's Principal shall meet to review

the specific teaching/instructional areas identified as unsatisfactory or needing improvement in the Participating Teacher's final evaluation. An assistance plan shall be developed between the Consulting Teacher and the Participating Teacher.

21.4.3.1.1 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory and/or needing improvement in the final evaluation. Consulting Teachers shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

21.4.3.1.2 During the assistance plan period, the Consulting Teacher and the Participating Teacher's Principal shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the Participating Teacher's progress.

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

21.4.3.3 On or before April 15th, the Consulting Teacher shall complete a final report of the Recommended Participating Teacher's participation in the assistance plan. The review shall identify the areas needing improvement, the assistance provided to the Participating Teacher and assessment of the results of the assistance, including a statement whether the Participating Teacher satisfactorily achieved the scope of work of the assistance plan. The final report shall be provided by Consulting Teacher to the PAR Panel and Participating Teacher. At no time will this report be utilized in the evaluation process.

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 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 days per year for just cause.
- 22.2 Concepts of “progressive discipline” and “disparate treatment” shall be generally applicable.
- 22.3 In imposing suspension, the District will not take into account any prior acts or omissions which occur more than four years preceding the date of the statement of charges giving rise to the suspension.
- 22.4 The District shall notify the affected unit member and the Association of any contemplated suspension. The notice shall contain a specific statement of the charge(s) and a statement of the act(s) and omission(s) upon which the charge(s) is based. The notice of suspension shall be issued no later than forty-five calendar days (excluding the period between May 15th and September 15th, pursuant to California Education Code Section 44936) following the last act or omission by the unit member contained in the notice which resulted in the statement of charges. The suspension shall be implemented in accordance with the timeline prescribed by the district in the notice, subject to Section 22.5 below.
- 22.5 Any suspension of a unit member shall be preceded by written notice of the right to appeal said action 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 District Personnel Office within ten working days from the date of service of the Statement of Charges. Any proposed suspension against the unit member under this Article shall be stayed until the arbitrator’s decision is rendered, unless any of the causes for suspension under Education Code Section 44939 exist, 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 members 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. 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) workdays following the receipt of the complaint.
- 23.1.3.1 This article does not apply to complaint for which separate procedures or policies are provided such as complaints concerning discrimination and sexual harassment. This article also does not apply to complaints concerning incidents, which have been referred to, or are the subject of an investigation by, another governmental agency.
- 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.

APPENDIX A
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
EXTRA COMPENSATION SCHEDULE
2014-2017

Position	Work Day	Compensation
Athletic Director	Regular Teaching Assignment: Teach 1 Period	Schedule D and 8.3% of Step 5 –Column II annually
Head Coach Football	Regular Teaching Assignment: Teach 5 Periods	8.3 % of Step 5 –Column II annually
Head Coach All Others	Regular Teaching Assignment: Teach 5 Periods	7.3 % of Step 5 –Column II annually
All Asst. Coaches	Regular Teaching Assignment: Teach 5 Periods	6.3 % of Step 5 –Column II annually
Athletic Trainer	Regular Teaching Assignment: Teach 5 Periods	8.3 % of Step 5 –Column II annually
Intramural	Regular Teaching Assignment: Teach 5 Periods plus Lunch-time sports program	\$1,124.00 per semester.

Head Coaches who supervise three or more assistant coaches will receive \$225.00 additional for that sport.

Head Coaches in CIF Play-offs will receive an additional \$170.00 per week. Assistant Coaches in CIF Play-offs will receive an additional \$135.00 per week.

Position	Work Day	Compensation
Activities Director	Regular Teaching Assignment: Teach 1 Period of Student Council	Schedule D and 8.3% of Step 5 –Column II annually
Band Director	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Band	7.0 % of Step 5 –Column II annually
Drama Production	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Drama Two major drama productions annually	6.3 % of Step 5 –Column II annually
Choral Director	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Choral	6.3 % of Step 5 –Column II annually
Dance	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Dance	6.3 % of Step 5 –Column II annually

Journalism	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Journalism	6.3 % of Step 5 –Column II annually
Yearbook	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Yearbook	6.3 % of Step 5 –Column II annually
Head Coach Speech and Debate Robotics Culinary	Regular Teaching Assignment: Teach 5 Periods	7.3% of Step 5 –Column II per semester annually
Assistant Coach Speech and Debate Robotics Culinary	Regular Teaching Assignment: Teach 5 Periods	6.3% of Step 5 –Column II per semester annually
Pep Squad	Regular Teaching Assignment: Teach 5 Periods	7.3% of Step 5-Column II annually
Drill Team	Regular Teaching Assignment: Teach 5 Periods	7.3 % of Step 5 –Column II annually

REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL ASSIGNMENTS:

1. Unit members shall be given preference in filling athletic activities assignments in accordance with Education Code 44919, provided the unit member first applied for the position and is otherwise qualified under the applicable criteria established by the District for the position.
2. The district will advertise all coaching and extra duty assignments internally for five (5) workdays, and accept applications up to the start of the interview process. The Association and District agree to work together to waive this regulation in emergency situations.
3. To qualify for the additional pay schedule:
 - (a) The Band Director shall direct the band at athletic events, including performances on the field and shall lead the band in at least two parade competitions and such other school events as arranged with the principal.
 - (b) The Choral Director must direct at least one performance the first semester and two performances the second semester outside of regular school hours and such other school events as arranged with the principal.
 - (c) The Director of the Drill Team shall direct the Drill Team at athletic events, including performances on the field, shall direct in at least two parade competitions and such other school events as arranged with the principal.
 - (d) The Sponsor of the Pep Squad shall supervise the squad at all athletic events where the band and drill team appear and such other events as arranged with the principal.

- (e) The Dance Director must direct at least one public performance outside of regular hours and such other school events as arranged with the principal.

4. Payment will be made at the end of each activity. If the activity covers the entire year, payment will be made at the end of each semester in equal amounts.

Position	Work Day	Compensation
Department Chairs 6 to 20 Sections	Regular Teaching Assignment: Teach 5 Periods	4% of Regular Salary
Department Chairs 21 to 39 sections	Regular Teaching Assignment: Teach 5 Periods	7% of Regular Salary
Department Chairs with 40 or more sections	Teach 4 Periods – 1 Period for Dept. Management	7% of Regular Salary
Bilingual Resource Chairperson	Teach 3 periods 2 periods for Dept. Management	6% of Regular Salary
Work Experience/ROP Coordinator	Work Experience – 1 Period ROP Coordinator / Teacher of Record	Hired pre-July 1, 2006: 378 Minute Day on Salary Schedule D Hired on or after July 1, 2006: 420 Minute Day on Salary Schedule D
ELD Coordinator Fewer than 200 students	Regular Teaching Assignment: Teach 4 Periods; 1 period of release time for coordinator duties; 1 prep period	8% of Regular Salary
ELD Coordinator 200 or more students	Regular Teaching Assignment: Teach 4 Periods; 1 period of release time for coordinator duties; 1 prep period	10% of Regular Salary
Academy Coordinator	Regular Teaching Assignment: Teach 4 Periods; 1 period of release time for coordinator duties; 1 prep period	8% of Regular Salary
Academy Leadership Team	Regular Teaching Assignment: Teach 5 Periods; 1 prep period	4% of Regular Salary
AVID Coordinator	Regular Teaching Assignment: Teach 4 Periods; 2 prep period	8% of Regular Salary
Career Academies Coordinator	Subject to Grant Provisions (Not in violation of Contract)	Subject to Grant Provisions
Title I Computer Lab Coordinator	6 Period in the Computer Lab/ Management/Resource	378 Minute Day on Salary Schedule D
Teacher on Assignment	See Section 4.1.1	Salary Schedule D
Site Categorical	See Section 4.1.1	Salary Schedule D
Project Facilitator	See Section 4.1.1	Salary Schedule D
Psychologist	See Section 4.1.1	Salary Schedule D
DIS Counselor	See Section 4.1.1	Salary Schedule D
Speech-Language Pathologist	See Section 4.1.1	Salary Schedule D
Special Ed Program Specialist	See Section 4.1.1	Salary Schedule D

Program Facilitator	See Section 4.1.1	Salary Schedule D
Counselors	See Section 4.1.1	Salary Schedule D
District Nurse	See Section 4.1.1	Salary Schedule D

Section 4.1.1 Duty day for unit members on salary schedule D of Appendix A, unless otherwise noted, shall be 420 minutes (excluding a 35-minute duty free lunch).

SALARY SCHEDULE "A"

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE EFFECTIVE JULY 1, 2015

		Columns 3-5 Require Preliminary or Clear Credential			
I		II	III	IV	V
EMERG OR PRE- INTERN		INTERN OR PRELIMINARY OR CLEAR CREDENTIAL	BA/BS + 45 UNITS OR MA	BA/BS + 60 UNITS OR BA + 45 INCL MA	BA/BS + 75 UNITS OR BA + 60 INCL MA
			•		
1	\$47,069	\$54,292	\$54,830	\$55,331	\$58,664
2	\$49,512	\$54,875	\$55,634	\$57,782	\$61,226
3	\$51,959	\$55,460	\$56,910	\$60,312	\$63,793
4	\$54,412	\$56,044	\$59,387	\$62,848	\$66,343
5	\$56,861	\$58,479	\$61,923	\$65,397	\$68,871
6		\$60,995	\$64,449	\$67,926	\$71,437
7		\$63,516	\$67,045	\$70,464	\$73,985
8		\$66,033	\$69,513	\$73,006	\$76,535
9		\$68,541	\$72,043	\$75,546	\$79,098
10		\$71,059	\$74,563	\$78,091	\$81,645
11		\$73,574	\$77,082	\$80,628	\$84,197
12		\$76,095	\$79,618	\$83,162	\$86,764
*13			\$82,325	\$85,990	\$89,713
*18			\$85,126	\$88,913	\$92,762
*23			\$88,019	\$91,936	\$95,916
*28			\$91,011	\$95,062	\$99,179

Approved: May 17, 2016
 Revised: May 25, 2016
 *effective July 1, 2015

SALARY SCHEDULE "B"

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT EFFECTIVE JULY 1, 2015

ROTC SALARY SCHEDULE

ROTC Instructors / No Bachelors' Degree	
Step 1	\$45,519
Step 2	\$47,793
Step 3	\$50,179
Step 4	\$55,326
Step 5	\$58,092
Step 6	\$60,997
Step 7	\$64,046
Step 8	\$67,251
Step 9	\$70,611
Step 10	\$81,168*
Step 11	\$77,850
Step 12	\$81,742
Step 13	\$119,342*

*SALARY RAISED TO COMPLY WITH ARMY RATE

Approved: May 17, 2016
Revised: May 25, 2016
*effective July 1, 2015

SALARY SCHEDULE “C”

**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
EFFECTIVE JULY 1, 2015**

**ADULT EDUCATION
SALARY SCHEDULE**

Step 1	\$37.36
Step 2	\$40.81
Step 3	\$43.73
Step 4	\$48.06
Step 5	\$49.35
Step 10	\$50.61
Step 15	\$51.90
Step 20	\$53.17
Step 25	\$54.45

Approved: May 17, 2016
Revised: May 25, 2016
*effective July 1, 2015

SALARY SCHEDULE "D"

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT SALARY SCHEDULE 7-HOUR EMPLOYEES EFFECTIVE JULY 1, 2015

		Columns 2-5 Require Internship, Preliminary or Clear Credential			
I		II	III	IV	V
BA/BS EMERG PERMIT		INTERN OR PRELIMINARY OR CLEAR CREDENTIAL	BA/BS + 45 UNITS OR MA	BA/BS + 60 UNITS OR BA + 45 INCL MA	BA/BS + 75 UNITS OR BA + 60 INCL MA
1.	\$54,012	\$62,301	\$62,918	\$63,493	\$67,316
2.	\$56,814	\$62,970	\$63,841	\$66,304	\$70,257
3.	\$59,623	\$63,641	\$65,304	\$69,207	\$73,201
4.	\$62,436	\$64,310	\$68,148	\$72,118	\$76,129
5.	\$65,246	\$67,102	\$71,057	\$75,042	\$79,030
6.		\$69,991	\$73,995	\$77,944	\$81,975
7.		\$72,884	\$76,933	\$80,856	\$84,897
8.		\$75,773	\$79,765	\$83,774	\$87,824
9.		\$78,650	\$82,668	\$86,689	\$90,765
10.		\$81,540	\$85,560	\$89,609	\$93,687
11.		\$84,425	\$88,451	\$92,521	\$96,615
12.		\$87,319	\$91,361	\$95,428	\$99,561
*13.			\$94,469	\$98,673	\$102,945
*18.			\$97,681	\$102,027	\$106,443
*23.			\$101,001	\$105,498	\$110,063
*28.			\$104,435	\$109,083	\$113,806
ACTIVITIES DIRECTOR					
ATHLETIC DIRECTOR					
COUNSELORS					
DIS COUNSELORS					
PSYCHOLOGISTS					
SPEECH LANGUAGE PATHOLOGISTS					
PROJECT FACILITATORS					
TEACHERS ON ASSIGNMENT					
WORK EXPERIENCE COORDINATORS					

Approved: May 17, 2016
 Revised: May 25, 2016
 *effective July 1, 2015

APPENDIX B

Centinela Valley Union High School District

Goals for Classroom Teacher Evaluation

Deadlines:

- Evaluation Notification by 3rd week of school
- Goals and Initial Conference by November 1st

Name _____ Evaluator _____

School _____ Permanent ____ Probationary ____ Temporary ____

Courses Taught _____ Credential Authorization _____

Indicate your goals for each of the California Standards for the Teaching Profession. The attached sheet identifies the specifics for each standard.

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

II. CREATING AND MAINTAINING AN ENVIRONMENT CONDUCTIVE TO STUDENT LEARNING

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

V. ASSESSING STUDENT LEARNING

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR (*NOT PAR RELATED*)

Teacher Signature _____ Date _____

The California Standards for the Teaching Profession provide the basis for evaluation of teaching competency. The CVSTA contract incorporates the teaching evaluation process based on the standards. Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates “Unsatisfactory” or “Needs Improvement” will be placed in the PAR Program for the following school year.

Should you require additional space, please staple your attachment to this document.

Distribution:	Evaluatee	Evaluator	Personnel
----------------------	------------------	------------------	------------------

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT

OBSERVATION REPORT

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS: ☐ Permanent ☐ Probationary ☐ Temporary

Evaluator:

Title:

Course Observed: Number Present: Grade Level: Time of Observation: From: To:

Rating: N/A = Not Applicable N/O = Not Observed O = Observed

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	N/A	N/O	OBSERVED
1-1 Connecting students' prior knowledge, life experience, and interests with learning goals			
1-2 Using a variety of instructional strategies and resources to respond to students' diverse needs			
1-3 Facilitating learning experiences that promote autonomy, interaction, and choice			
1-4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
1-5 Promoting self-directed, reflective learning for all students			
1-6 Other			

Comments:

II. CREATING AND MAINTAINING ENVIRONMENTS FOR STUDENT LEARNING	N/A	N/O	OBSERVED
2-1 Creating a physical environment that engages all students			
2-2 Establishing a climate that promotes fairness and respect			
2-3 Promoting social development and group responsibility			
2-4 Establishing and maintaining standards for student behavior			
2-5 Planning and implementing classroom procedures and routines that support student learning			
2-6 Using instructional time effectively			
2-7 Other			

Comments:

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	N/A	N/O	OBSERVED
3-1 Demonstrating knowledge of subject matter content and student development			
3-2 Organizing curriculum to support student understanding of subject matter			
3-3 Interrelating ideas and information within and across subject matter areas			
3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter			
3-5 Using materials, resources, and technologies to make subject, matter accessible to students			
3-6 Other			

Comments:

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	N/A	N/O	OBSERVED
4-1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs			
4-2 Establishing and articulating goals for student learning			
4-3 Developing and sequencing instructional activities and materials for student learning			
4-4 Designing short-term and long-term plans to foster student learning			
4-5 Modifying instructional plans to adjust for student needs			
4-6 Other			

Comments:

V. ASSESSING STUDENT LEARNING	N/A	N/O	OBSERVED
5-1 Establishing and communicating learning goals for all students			
5-2 Collecting and using multiple sources of information to assess student learning			
5-3 Involving and guiding all students in assessing their own learning			
5-4 Using the results of assessments to guide instruction			
5-5 Communicating with students, families, and other audiences about student progress			
5-6 Other			

Comments:

Summary Comments:

Evaluatee Signature _____ Evaluator’s Signature _____ Observation conference held on: ____ / ____ / ____

The evaluatee’s signature does not constitute endorsement of the observer’s notations, but is an acknowledgement that discussion has taken place.

Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates “Unsatisfactory” or “Needs Improvement” will be placed in the PAR Program for the following school year.

Distribution:	Evaluatee	Evaluator	Personnel
----------------------	------------------	------------------	------------------

Centinela Valley Union High School District

Classroom Teacher Self-Evaluation

Name _____ Evaluator _____

School _____ Permanent _____ Probationary _____ Temporary _____

Courses Taught _____ Credential Authorization _____

Evaluate your progress in meeting your goals.

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

II. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

V. ASSESSING STUDENT LEARNING

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

Teacher Signature_____ Date_____

The California Standards for the Teaching Profession provide the basis for evaluation of teaching competency. The CVSTA contract incorporates the teaching evaluation process based on the standards. Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates “Unsatisfactory” or “Needs Improvement” will be placed in the PAR Program for the following school year.

Should you require additional space, please staple your attachment to this document.

Distribution:	Evaluatee	Evaluator	Personnel
----------------------	------------------	------------------	------------------

Deadline: May 15th

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
FINAL EVALUATION FOR CLASSROOM TEACHERS

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS: ☐ Permanent ☐ Probationary ☐ Temporary

Evaluator:

Title:

Courses Taught:

Rating: E = Exemplary S = Satisfactory N = Needs Improvement U = Unsatisfactory

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	E	S	N	U
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals				
1-2 Using a variety of instructional strategies and resources to respond to students' diverse needs				
1-3 Facilitating learning experiences that promote autonomy, interaction, and choice				
1-4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful				
1-5 Promoting self-directed, reflective learning for all students				
1-6 Other				
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING: Overall Evaluation				

Comments:

II. CREATING AND MAINTAINING ENVIRONMENTS FOR STUDENT LEARNING	E	S	N	U
2-1 Creating a physical environment that engages all students				
2-2 Establishing a climate that promotes fairness and respect				
2-3 Promoting social development and group responsibility				
2-4 Establishing and maintaining standards for student behavior				
2-5 Planning and implementing classroom procedures and routines that support student learning				
2-6 Using instructional time effectively				
2-7 Other				
CREATING AND MAINTAINING ENVIRONMENTS FOR STUDENT LEARNING: Overall Evaluation				

Comments:

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	E	S	N	U
3-1 Demonstrating knowledge of subject matter content and student development				
3-2 Organizing curriculum to support student understanding of subject matter				
3-3 Interrelating ideas and information within and across subject matter areas				
3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter				
3-5 Using materials, resources, and technologies to make subject, matter accessible to students				
3-6 Other				
UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING: Overall Evaluation				

Comments:

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	E	S	N	U
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs				
4-2 Establishing and articulating goals for student learning				
4-3 Developing and sequencing instructional activities and materials for student learning				
4-4 Designing short-term and long-term plans to foster student learning				
4-5 Modifying instructional plans to adjust for student needs				
4-6 Other				
PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS: Overall Evaluation				

Comments:

V. ASSESSING STUDENT LEARNING	E	S	N	U
5-1 Establishing and communicating learning goals for all students				
5-2 Collecting and using multiple sources of information to assess student learning				
5-3 Involving and guiding all students in assessing their own learning				
5-4 Using the results of assessments to guide instruction				
5-5 Communicating with students, families, and other audiences about student progress				
5-6 Other				
ASSESSING STUDENT LEARNING: Overall Evaluation				

Comments:

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR	E	S	N	U
6-1 Reflecting on teaching practice and planning professional development				
6-2 Establishing professional goals and pursuing opportunities to grow professionally				
6-3 Working with communities to improve professional practice				
6-4 Working with families to improve professional practice				
6-5 Working with colleagues to improve professional practice				
6-6 Other				
DEVELOPING AS A PROFESSIONAL EDUCATOR: Overall Evaluation				

Comments:

Summary Comments:

Comments by Evaluatee:

Overall Rating: ☐ ☐ Satisfactory ☐ ☐ Needs Improvement ☐ ☐ Unsatisfactory

Evaluator's Recommendation: Exemplary Teacher _____ Same Form _____ PAR _____

Teachers who receive a final evaluation that indicates "Exemplary" in three of the six areas will be recommended for the Exemplary Teacher Evaluation Process.

Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates "Needs Improvement" in two of the first five areas will be placed in the PAR Program for the following school year. Teachers who receive a final evaluation that indicates "Unsatisfactory" in one of the first five areas will be placed in the PAR Program for the following school year.

Evaluator's Signature _____ Date ____ / ____ / ____

Evaluatee's Acknowledgement: I have read this evaluation, but my signature does not necessarily signify agreement. I understand that I may attach a written statement to this evaluation.

Evaluatee Signature _____ Date ____ / ____ / ____

Distribution: Evaluatee Evaluator Personnel

Centinela Valley Union High School District
Exemplary Classroom Teacher Evaluation Plan

Deadlines:

- Evaluation Notification by 3rd week of school
- Goals and Initial Conference by Nov. 1st
- Self Evaluation April 15th
- Final Evaluation May 15th

Name _____ Evaluator _____

School _____

Courses Taught _____ Credential Authorization _____

This form is designed for use with permanent teachers whose prior evaluations indicate outstanding/exemplary performance. The use of this form shall be by mutual agreement of the evaluator and evaluatee. Information on this form may not be used to reflect adversely upon the unit member.

The evaluatee and evaluator will mutually agree on the professional improvement goal(s) and the objective(s) for student achievement.

PROFESSIONAL IMPROVEMENT GOAL(S)

OBJECTIVE(S) FOR STUDENT ACHIEVEMENT

Teacher's Signature

Courses Taught

Grade Levels Date

Centinela Valley Union High School District
Exemplary Classroom Teacher Evaluation Plan

Monitoring Conference

Date: _____

Indicate to what extent the goal(s) and objective(s) have been met.

Administrator's Signature

Teacher's Signature

[] Check here if information/documentation is attached.

END OF YEAR TEACHER COMMENTS

END OF YEAR ADMINISTRATOR ASSESSMENT

Evaluator's Recommendation: Same Form_____ Standard Classroom Teacher_____ PAR_____

Evaluator's Signature

Title

Date

Evaluatee's Signature

Courses Taught/Grades

Date

This form will become part of the teacher's personnel file. The teacher has the right to respond in writing and to have that response attached to the evaluation.

[] Check here if the teacher has submitted a written response.

Distribution:

Evaluatee

Evaluator

Personnel

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
NON-CLASSROOM TEACHER EVALUATION

Deadlines:

- Evaluation Notification by 3rd week of school
- Goals and Initial Conference by Nov. 1st
- Self Evaluation April 15th
- Final Evaluation May 15th

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS:

☐

Permanent

☐

Probationary

☐

Temporary

Evaluator:

Title:

Courses Taught:

Write an implementation Plan/Activity for the following areas:

I. Objectives – List three (3) specific objectives to be mutually agreed to by the evaluator and evaluatee

A.

B.

C.

II. ASSESSMENT

- A. Gathers necessary data regarding individual students/programs.
- B. Monitors assessment of students.
- C. Evaluates student achievement/program effectiveness.
- D. Other: _____
- E. Comments:

III. CONSULTATION

- A. Consults with teachers and other professionals in relation to specific classroom and/or students' concerns.
- B. Consults with parents as a result of referral from family or school personnel.
- C. Participates in the Student Study Team IEP process as appropriate.
- D. Other: _____
- E. Comments:

IV. COORDINATION:

- A. Coordinates with school counseling programs as appropriate.
- B. Participates in transition and articulation processes i.e. feeder district and post high school programs.
- C. Coordinates services with other individual agencies, public, private, regarding individual cases and school or district needs.
- D. Other: _____
- E. Comments:

V. COUNSELING (Counselors/Psychologist only)

- A. Effectively assesses, prepares case studies, presents data and confers with all professionals involved.
- B. Counsels individuals and groups of students.
- C. Provides crisis intervention.
- D. Consults with outside individuals and agencies, organizations, both public and private, regarding individual cases.
- E. Other: _____
- F. Comments:

VI. PROFESSIONAL RESPONSIBILITY

- A. Meets basic work expectations (promptness, attendance, record keeping, etc.)
- B. Demonstrates responsibility in communicating student progress.
- C. Effectively resolves issues.
- D. Continuing professional growth and development in last two years.
- E. List of conferences and presentations.
- F. Completes all reports accurately and in a timely manner.

Overall Rating: ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Evaluator's Signature _____

Evaluatee's Signature _____

Distribution: **Evaluatee** **Evaluator** **Personnel**

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
NON-CLASSROOM TEACHER SELF-EVALUATION

Deadlines:

- Evaluation Notification by 3rd week of school
- Goals and Initial Conference by Nov. 1st
- Self Evaluation April 15th
- Final Evaluation May 15th

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS:

☐

Permanent

☐

Probationary

☐

Temporary

Evaluator:

Title:

Courses Taught:

Evaluate your progress in meeting your goals:

I. OBJECTIVES

II. ASSESSMENT

III. CONSULTATION

IV. COORDINATION

V. COUNSELING (Counselors / Psychologists only)

VI. PROFESSIONAL RESPONSIBILITY

Evaluator's Signature _____

Evaluatee's Signature _____

Distribution:

Evaluatee

Evaluator

Personnel

Appendix C

Board Approval: Pending

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT Certificated Calendar 2017/2018

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days Taught	Days Worked	
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri			
First School Month August 14 – September 8			Aug	SD*	W	◇	21	22	23	24	25	28	29	30	31	Sept 1	4*	5	6	7	8	14	15(16*)
Second Month of School September 11 – October 6	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	Oct 2	3	4	5	6	20	20	
Third Month of School October 9 – November 3	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	Nov 1	2	3	20	20	
Fourth Month of School November 6 – December 1	6	7	8	9	10*	13	14	15	16	17	20	21	22	23*	24	27	28	29	30	Dec 1	14	14	
Fifth Month of School December 4 – December 29	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25*	26	27	28	29	15	15	
Sixth Month of School January 1 – January 26	Jan 1*	2	3	4	5	8	9	10	11	12	15*	16	17	18	19	22	23	24	25	26	9	9	
Seventh Month of School January 29 – February 23	29	30	31	1	2	5	6	7	8	9	12*	13	14	15	16	19*	20	21	22	23	17	17 (18*)	
Eighth Month of School February 26 – March 23	26	27	28	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	20	20	
Ninth Month of School March 26 – April 20	26	27	28	29	30	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	14	14	
Tenth Month of School April 23 – May 18	23	24	25	26	27	30	1	2	3	4	7	8	9	10	11	14	15	16	17	18	20	20	
Eleventh Month of School May 21 – June 15	21	22	23	24	25	28*	29	30	31	June 1	4	5	6	7	8	11	12	13	14		17	18	
TOTALS																					180	182 (184*)	

* = LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

Holiday	Date in 17-18	Day of Week	Day or date each year
Independence Day	July 4	Tuesday	July 4
Labor Day	Sept. 4	Monday	1 st Mon. in Sept.
Veterans Day	Nov. 10	(8) Friday	Nov. 11 (c)
Thanksgiving Day	Nov. 23	Thursday	4 th Thurs. in Nov.
Christmas Day	Dec. 25	Monday	Dec. 25
New Year's Day	Jan. 1	Monday	Jan 1 st .
Martin L. King, Jr. Day	Jan. 15	Monday	3 rd Mon. in Jan.
Lincoln Day	Feb. 12	Monday	Feb. 12
Washington Day	Feb. 19	Monday	3 rd Mon. in Feb.
Memorial Day	May 28	Monday	Last Mon. in May

z = LOCAL HOLIDAY PER EDUCATION CODE 37220.1(3)

November 20 - 24, 2017	Thanksgiving Break
December 25, 2017 – Jan 12, 2018	Winter Break
March 30, 2018	Cesar Chavez Holiday
April 2 – 6, 2018	Spring Break

W = Teacher Work Day (no students)	1Q = 1 st Quarter: October 13, 2017
SD* = Optional Staff Development Day (no students)	2Q = 2 nd Quarter: December 22, 2018
◇ = Students First/Last Day of School	3Q = 3 rd Quarter: March 23, 2018
m = Minimum Day	4Q = 4 th Quarter: June 13, 2018
mT = Day of the Teacher Recognition	

(a) Except as otherwise provided, the public schools shall close on the following holidays:

- (1) January 1.
- (2) The first Monday in January or Monday or Friday in the week in which January 1st occurs known as "Dr. Martin Luther King Jr. Day." On the Friday preceding which day the schools are closed, schools shall include a morning commemorative and devotional activities in the history of the civil rights movement in the United States and particularly the role Martin Luther King, Jr.
- (3) The Monday or Friday of the week in which February 12 occurs, known as "Lincoln Day." On the day that school is in session prior to the day on which schools are closed for that purpose, all public schools and educational institutions throughout the state shall hold exercises in memory of Abraham Lincoln.
- (4) The first Monday in February known as "Washington Day." On the Friday preceding, all public schools and educational institutions throughout the state shall hold exercises in memory of George Washington.
- (5) The last Monday in May known as "Memorial Day."
- (6) July 4th.
- (7) The first Monday in September known as "Larkin Day."
- (8) November 1st known as "Veterans Day."
- (9) The Thursday in November proclaimed by the President as "Thanksgiving Day."
- (10) December 1st.
- (11) Whenever any of the approved holidays falls on a Sunday, the following Monday shall be deemed to be the holiday.
- (12) Whenever any of the approved holidays falls on a Saturday, the preceding Friday shall be deemed to be the holiday.
- (13) Except the Veterans Day, the governing board of a school district, by adoption of a resolution, may on the date upon which the schools of the district close in observance of any of the holidays identified in subdivisions.

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
Certificated Calendar
(ADULT EDUCATION ONLY)
2017-2018

Board Approval:

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days Taught	
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri		
JULY 3 – JULY 14											July 3	4*	5	6	7	10	11	12	13	14	9	
JULY 17 – AUGUST 11	17	18	19	20	21	24	25	26	27	28	NW 31	Aug 1	NW 2	NW 3	NW 4	NW 7	NW 8	NW 9	NW 10	NW 11	10	
AUGUST 14 – SEPTEMBER 8	14	NW 15	16	SD* 17	18	21	22	23	24	25	28	29	30	31	Sept 1	4*	5	6	7	8	18	
SEPTEMBER 12 – OCTOBER 6	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	Oct 2	3	4	5	6	20	
OCTOBER 9 – NOVEMBER 3	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	Nov 1	2	3	20	
NOVEMBER 6 – DECEMBER 1	6	7	8	9	10*	13	14	15	16	17	20	21	X 22	X 23	X 24	27	28	29	30	Dec 1	14	
DECEMBER 4 – DECEMBER 29	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	X 26	X 27	28	29	15	
JANUARY 1 – JANUARY 26	Jan 1*	X 2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	9	
JANUARY 29 – FEBRUARY 23	29	30	31	Feb 1	2	5	6	7	8	9	12*	13	14	15	16	19*	20	21	22	23	18	
FEBRUARY 26 – MARCH 23	26	27	28	March 1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	20	
MARCH 26 – APRIL 20	26	27	28	29	X 30	Apr 2	3	4	5	X 6	9	10	11	12	13	16	17	18	19	20	14	
APRIL 23 – MAY 18	23	24	25	26	27	30	May 1	2	3	4	7	8	9	10	11	14	15	16	17	18	20	
MAY 21 – JUNE 15	21	22	23	24	mT 25	28*	29	30	31	June 1	4	5	6	7	NW 8	NW 11	NW 12	NW 13	NW 14	NW 15	13	
JUNE 18 – JUNE 30	18	19	20	21	22	25	26	27	28	29											10	
																					TOTAL	210

*** LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220**

Veteran's Day	Nov. 10, 2017
Thanksgiving Day	Nov. 23, 2017
Martin Luther King, Jr. Day	Jan. 15, 2018
Lincoln Day	Feb. 12, 2018
Washington Day	Feb. 19, 2018
Memorial Day	May 28, 2018

X LOCAL HOLIDAY PER EDUCATION CODE 37222/79020

Thanksgiving Holiday	November 22 & 24, 2017
Cesar Chavez Holiday	March 30, 2018

Teacher Non-Work Day

Summer Break	July 31, 2017 – August 11, 2017
	August 15, 2017
	June 8, 2018 – June 15, 2018
Winter Break	December 25, 2017 – January 12, 2018
Spring Break	April 2 – April 6, 2018

APPENDIX D

Centinela Valley Union High School District

Maximum Class Size Waiver

Date: _____
Lloyde

Site: ☐ Hawthorne ☐ Lawndale ☐ Leuzinger ☐

School Year: _____ Period: _____ Term: ☐ S1 ☐ S2 ☐ Q1 ☐ Q2 ☐ Q3 ☐ Q4

Teacher Name: _____ Section #: _____

Course Title: _____ Course Code: _____

Student Name: _____ ID: _____

According to the collective bargaining agreement, class size cannot exceed thirty-six (36) students (fifty (50) students for PE classes) without the teacher's written consent.

The counseling office is requesting your permission to enroll ONE (1) additional student in your period _____ class.

Please indicate your approval or denial of this request by checking the appropriate box and providing your signature below.

☐ I consent to the enrollment of an additional student in my class, making the total number of enrolled students to be _____.

☐ I do not consent to the enrollment of an additional student in my class.

Teacher's Name: _____

Teacher's Signature: _____ Date: _____

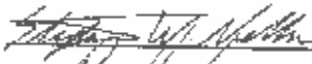
For Office Use Only

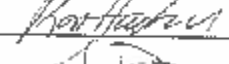
Administrator's Signature: _____


Date Received: _____ Date Entered: _____


Signature Page


Executed this 16th day of August, 2017, in Lawndale, California
Centinela Valley UHSD CVSTA




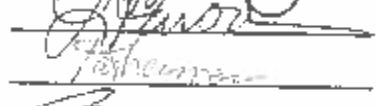















MOU Article 4: Hours of Employment

Article 4 - Hours of Employment

MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
And
The Centinela Valley Union High School District

The Centinela Valley Union High School District ("CVUHSD") and The Centinela Valley Secondary Teachers Association ("CVSTA") have negotiated and entered into a corresponding agreement. In addition to the terms negotiated therein, the parties desire to enter into the following Memorandum of Understanding as it pertains to Article 4: Hours of Employment, as follows:

Teachers of Hawthorne High School, who agree to teach Zero (0) period shall begin five (5) minutes before the start of the instructional day (6:55 a.m.) and end at the conclusion of their instructional minute times; Regular Day (373 Instructional Minutes); Collaboration Day (288 Instructional Minutes); Minimum Day and Final Exam Day (310 Instructional Minutes) beginning July 1, 2017 and ending June 30, 2018.



Michael Ono
Assistant Superintendent
Centinela Valley Union High School District

5/3/2017
Date



Temisha Brame
President
Centinela Valley Secondary Teachers Association

5.3.17
Date

MOU Article 4: Hours of Employment 2017-2019

MOU Article 4 – Hours of Employment 2017-2019

Article 4 – Hours of Employment
MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
And
The Centinela Valley Union High School District

The Centinela Valley Union High School District ("CVUHSD") and The Centinela Valley Secondary Teachers Association ("CVSTA") have completed negotiations over their successor agreement for the 2017-2018 and 2018-2019 school years, and entered into a corresponding agreement.

In addition to the terms negotiated therein, the parties desire to enter into the following Memorandum of Understanding as it pertains to Article 4: Hours of Employment, as follows:

1. Beginning with the 2015-16 school year, and each year thereafter, the parties agree that Hawthorne High School, Leuzinger High School, and Lawndale High School will offer, at a minimum, 64,800 minutes of instruction each fiscal year pursuant to Section 46207 of The California Education Code.
2. During the 2017-2018 and 2018-2019 school years, the parties agree to continue an instructional minute program, ending July 1, 2019, related to professional development, as follows:
 - 2.1 On 151 regular school days, the pupil instructional day at Hawthorne High School, Leuzinger High School, and Lawndale High School will begin at 8:00 am, end at 2:58 pm, include a 35-minute lunch, and a 10-minute nutrition break, totaling 373 instructional minutes per day (56,323/year).
 - 2.2 On 151 regular school days, the workday for full-time unit members assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School, except those on Salary Schedule D or Salary Schedule C (Adult Education), will begin no later than 7:55 am, end at 2:58 pm, exclusive of a 35-minute duty-free lunch, and a 10-minute duty-free nutrition break (totaling 388 minutes).
 - 2.3 On 173 regular school days, the pupil instructional day at Loyde High School will begin at 8:00 am, end at 2:58 pm, include a 35-minute lunch, and a 10-minute nutrition break, totaling at least 233 instructional minutes per day (40,309/year).
 - 2.4 On 173 regular school days, the workday for full-time unit members assigned to Loyde High School and Centinela Valley Independent Study

Initial Dr. Stephen Nellman

Initial Dr. Temisha Brame


1

MOU Article 4: Hours of Employment 2017-2019 (Continue)

School, except those on Salary Schedule D or Salary Schedule C (Adult Education), will begin no later than 7:55 am, end at 2:58 pm, exclusive of a 35-minute duty-free lunch, and a 10-minute duty-free nutrition break.

- 2.5 On 22 Late Start Days, the pupil instructional day at Hawthorne High School, Leuzinger High School, and Lawndale High School will begin at 9:35 am, end at 2:58 pm, and include a 35-minute lunch, totaling 288 instructional minutes per day (6,336/year).
- 2.6 On 22 Late Start Days, the workday for full-time unit members assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School, except those on Salary Schedule D or Salary Schedule C (Adult Education) will begin no later than 7:55 am, end at 2:58 pm, and include a 35-minute lunch.
- 2.7 On 7 minimum school days, the pupil instructional day at Hawthorne High School, Leuzinger High School, and Lawndale High School will begin at 8:00 am, end at 1:30 pm, and include a 20-minute lunch, totaling 310 instructional minutes (2,170/year).
- 2.8 On 7 minimum school days, the pupil instructional day at Lloyd High School will begin at 8:00 am, end at 1:07 pm, and include a 20-minute lunch, totaling at least 214 instructional minutes (1,498/year).
- 2.9 On 7 minimum school days, the workday for full-time unit members assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School will begin no later than 7:55 am, end at 1:30 pm, and include a 20-minute duty-free lunch.
- 2.10 On 7 minimum school days, the workday for full-time unit members assigned to Lloyd High School and Centinela Valley Independent Study School will begin no later than 7:55 am, end at 1:07 pm, and include a 20-minute duty-free lunch.
3. On 22 Late Start Days, teachers assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School will attend a 60-minute collaboration session with Teachers-led Data Team members utilizing Data Protocol (sample attached) to analyze student achievement data.
4. On 22 Late Start Days, teachers assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School will attend a 30-minute meeting determined by the Site Leadership Team.
5. On 22 Teacher Collaboration Instructional days, unit members assigned to Lloyd High School and Centinela Valley Independent Study School will utilize the sixth period preparation period to attend a schoolwide 30-minute teacher-led

Initial Dr. Stephen Nellman 


Initial Dr. Temisha Brame 

2


MOU Article 4: Hours of Employment 2017-2019 (Continue)

collaboration session and 27-minute meeting determined by the Site Leadership Team.

6. The 22 Late Start/Teacher Collaboration Days will occur during the months of August through April.
7. The number of scheduled workdays for unit members, except those in Adult Education and summer school, shall be reduced by 2 days; and no mandatory monthly meetings will be held beyond the contractual day, except in the month of May, site administration will schedule 1 mandatory 30-minute staff meeting to be held afterschool.
8. Full-time unit members will be offered an opportunity to attend 2 professional development days at the member's per diem rate. The 2 professional development day opportunities will be scheduled outside of the 182-day calendar.
9. The District will make an effort to not schedule meetings beyond the contractual day.


Dr. Stephen Nellman
Assistant Superintendent
Centinela Valley Union High School District

11/1/17
Date


Dr. Temisha Brame
President
Centinela Valley Secondary Teachers Association

11/1/17
Date

Initial Dr. Stephen Nellman SN
Initial Dr. Temisha Brame TB

MOU Article 4: Hours of Employment 2019-2020



MOU Article 4 - Hours of Employment 2019-2020

Article 4 - Hours of Employment
MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
And
The Centinela Valley Union High School District

The Centinela Valley Union High School District ("CVUHSD") and The Centinela Valley Secondary Teachers Association ("CVSTA") have completed negotiations over their successor agreement for the 2019-2020 school year and entered into a corresponding agreement.

In addition to the terms negotiated therein, the parties desire to enter into the following Memorandum of Understanding as it pertains to Article 4: Hours of Employment, as follows:

1. During the 2019-2020 school year, the parties agree to continue an instructional minute program, ending July 1, 2020, related to professional development, as follows:
 - 1.1 On 151 regular school days, the pupil instructional day at Hawthorne High School, Leuzinger High School, and Lawndale High School will begin at 8:00 am, end at 2:58pm, include a 35-minutes lunch, and a 10-minute nutrition break, totaling 373 instructional minutes per day (56,323/year).
 - 1.2 On 151 regular school days the workday for full-time unit members assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School, except those on Salary Schedule D or Salary Schedule C (Adult Education), will begin no later than 7:55 am, end at 2:58pm, exclusive of a 35-minute duty-free lunch, and a 10-minute duty-free nutrition break (totaling 388 minutes).
 - 1.3 On 173 regular school days, the pupil instructional day at Loyde High School will begin at 8:00am, end at 2:58pm, include a 35-minute lunch, and a 10-minute nutrition break, totaling at least 233 instructional minutes per day (40,309/year).
 - 1.4 On 173 regular school days, the workday for full-time unit members assigned to Loyde High School and Centinela Valley Independent Study School, except those on Salary Schedule D or Salary Schedule C (Adult Education), will begin no later than 7:55am, end at 2:58pm, exclusive of a 35-minute duty-free lunch, and a 10-minute duty-free nutrition break.
 - 1.5 On 22 Late Start Days, the pupil instructional day at Hawthorne High School, Leuzinger High School, and Lawndale High School will begin at 9:35am, end at

Initial Dr. Stephen Neilman 
Initial Dr. Temisha Brame 

MOU Article 4: Hours of Employment 2019-2020 (Continue)

2:58pm, and include a 35-minute lunch, totaling 288 instructional minutes per day(6,336/year).


- 1.6 On 22 Late Start Days, the workday for full-time unit members assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School, except those on Salary Schedule D or Salary Schedule C (Adult Education), will begin no later than 7:55am, end at 2:58pm, and include a 35-minute lunch.
- 1.7 On 7 minimum school days, the pupil instructional day at Hawthorne High School, Leuzinger High School, and Lawndale High School will begin at 8:00 am, end at 1:30pm, and include a 20-minute lunch, totaling 310 instructional minutes (2,170/year).
- 1.8 On 7 minimum school days, the pupil instructional day at Lloyd High School will begin at 8:00am, end at 1:07pm, and include a 20-minute lunch, totaling at least 214 instructional minutes (1,498/year).
- 1.9 On 7 minimum school days, the workday for full-time unit members assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School will begin no later than 7:55am, end at 1:30pm, and include a 20-minute duty-free lunch.
- 1.10 On 7 minimum school days, the workday for full-time unit members assigned to Lloyd High School and Centinela Valley Independent Study School will begin no later than 7:55am, end at 1:07pm, and include a 20-minute duty-free lunch.
2. On 22 Late Start Days, teachers assigned to Hawthorne High School, Leuzinger High School and Lawndale High School will attend a 60-minute collaboration session with Teachers-led Data Team members utilizing Data Protocol (sample attached) to analyze student achievement data.
3. On 22 Late Start Days, teachers assigned to Hawthorne High School, Leuzinger High School, and Lawndale High School will attend a 30-minute meeting determined by the Site Leadership Team.
4. On 22 Teacher Collaboration instructional days, unit members assigned to Lloyd High School and Centinela Valley Independent Study School will utilize the sixth period preparation period to attend a school wide 30-minute teacher-led collaboration session and 27-minute meeting determined by the Site Leadership Team.
5. The 22 Late Start/Teacher Collaboration Days will occur during the months of August through April.
6. The number of scheduled workdays for unit members, except those in Adult Education and summer school, shall be reduced by 2 days; and no mandatory

Initial Dr. Stephen Nellman 
Initial Dr. Tarnisha Brame 


MOU Article 4: Hours of Employment 2019-2020 (Continue)

monthly meetings will be held beyond the contractual day, except in the month of May, site administration will schedule 1 mandatory 30-minute staff meeting to be held afterschool.


7. Full-time unit members will be offered an opportunity to attend 2 professional development days at the member's per diem rate. The 2 professional development day opportunities will be scheduled outside of the 182-day calendar.
8. The District will make an effort to not schedule meetings beyond the contractual day.


Dr. Stephen Nellman
Assistant Superintendent
Centinela Valley Union High School District

11/1/17
Date


Dr. Temisha Brame
President
Centinela Valley Secondary Teachers Association

11/1/17
Date

Initial Dr. Stephen Nellman _____
Initial Dr. Temisha Brame 

MOU Article 9: Evaluation Procedures

February 22, 2017

Article 9: Evaluation Procedures

Non-Classroom Teacher CVSTA Bargaining Unit Members

MEMORANDUM OF UNDERSTANDING

Between

The Centinela Valley Secondary Teachers Association

And

The Centinela Valley Union High School District

This Memorandum of Understanding or ("MOU") is entered into by and between the Centinela Valley Union High School District ("CVUHSD") and the Centinela Valley Secondary Teachers Association ("CVSTA") (collectively "Parties") with regard to the Evaluation Procedures. Having met and negotiated in good faith, subject to approval by the District's governing Board and CVSTA membership, the Parties agree to the following:

Evaluations

All evaluations utilized during the 2016-17 school year shall only be placed in personnel files with written consent of the bargaining unit member.



Mr. Michael Ono
Assistant Superintendent, HR
Centinela Valley Union High School District



Dr. Temisha Brame
President
Centinela Valley Secondary Teachers Association

2/22/2017

Date

2/22/17

Date

MOU Support Agreement: 8-Period Block Bell Schedule

Memorandum of Understanding

Between The Centinela Valley Union High School District (CVUHSD)
And
Centinela Valley Secondary Teachers Association (CVSTA)
(SBUT/CTA/NEA)

Support of Agreement: 8-Period Block Bell Schedule

Having met and negotiated in good faith, the Centinela Valley Union High School District (CVUHSD) and Centinela Valley Secondary Teachers Association (CVSTA) agree to the following terms and conditions with respect to all CVSTA Bargaining Unit Members at the Lawndale (LHS) and Leuzinger High School (LZHS) work sites. The parties agree that this agreement shall be effective upon execution for the 2017/2018 school year in accordance with Article 14 of the CBA.

CVUHSD agrees to support the proposed bell schedule and contingencies offered and voted in by teachers at LHS and LZHS.

1. The maximum amount of students per class is calculated as follows:

$$\text{Maximum students per class} = \frac{\text{Total contracted quantity of students per day}}{6 \text{ (i.e. 6 periods)}}$$

- o P.E = 41 students maximum per period.
- o Other Subjects = 30 students maximum per period.
- o Special Education
 - SA= 15 students maximum per period.
 - Learning Center= 15 students maximum per period.
 - CBI= 15 students maximum per period.

2. Teachers shall have two prep periods per 8 period cycle (1 prep daily)
3. Extra duty assignments (known as 6th period assignments) will be compensated at 1/6th of the employees daily professional rate ("per diem"). Maximum of 1(one) extra assignment per semester. Teachers paid on salary Schedule D shall not be eligible for sixth period assignments.



Temisha Brame, CVSTA President



Mike Ono, CVUHSD Assistant Superintendent
Human Resources

8/24/17

Date

8/24/2017

Date

MOU Autism Authorization

MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
And
The Centinela Valley Union High School District

Autism

Based on available funding and action identification in the Local Control and Accountability Plan (LCAP), Centinela Valley Union High School District will reimburse employees enrolled at Project Optimal to complete requirements to fulfill the Autism Authorization for Special Education beginning July 1, 2015 and ending June 30, 2017.

The employee will be reimbursed a maximum of \$900 for Special Education Teachers (Autism Authorization).

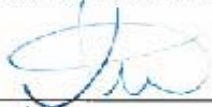
RECEIPTS AND CERTIFICATE OF COMPLETION MUST BE SUBMITTED TO THE DISTRICT OFFICE PRIOR TO PAYMENT BEING ISSUED.



Michael Ono
Assistant Superintendent
Centinela Valley Union High School District

1/25/2017

Date



Temisha Brame
President
Centinela Valley Secondary Teachers Association

1/25/17

Date

MOU Beginning Teachers Support and Assessments (BTSA)

MEMORANDUM OF UNDERSTANDING
between the
Centinela Valley Secondary Teachers Association
and the
Centinela Valley Union High School District

Having met and negotiated in good faith, The Centinela Union High School District (CVUHSD) and the Centinela Valley Secondary Teachers Association (CVSTA) agree to the following terms and conditions.

Beginning Teacher Support and Assessment (BTSA)

Centinela Valley Union High School District will reimburse CVSTA unit members enrolled in the UCLA Extension University Induction Clear Credential Program or Education Specialist Induction Program, effective July 1, 2016.

The employee will be reimbursed only for courses passed with a C or better. If an employee fails a course, he or she will not be reimbursed for the cost of that course, and must retake the course, as necessary for the completion of the induction program, as his or her own cost. The employee will be reimbursed a maximum of \$3,857 dollars for the UCLA Extension University Induction Clear Credential Program and \$5,447 for the UCLA Extension Education Specialist Induction Program.

RECEIPTS AND TRANSCRIPT VALIDATING COMPLETION OF THE INDUCTION PROGRAM MUST BE SUBMITTED TO THE DISTRICT OFFICE PRIOR TO PAYMENT BEING ISSUED.



Mike Ono
Assistant Superintendent, Human Resources
CVUHSD



Dr. Temisha Brame
President
CVSTA

May 31, 2017

Date

MOU English Learners Authorization

MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
And
The Centinela Valley Union High School District

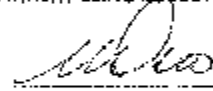
Having met and negotiated in good faith, The Centinela Union High School District (CVUHSD) and the Centinela Valley Secondary Teachers Association (CVSTA) agree to the following terms and conditions.

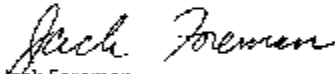
English Learners Authorization

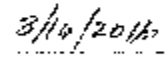
Centinela Valley Union High School District will reimburse CVSTA unit members enrolled in a Bilingual Teacher Training Program to complete requirements to fulfill the English Learners Authorization for English Learning students beginning July 1, 2016.

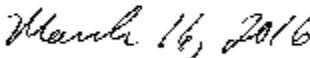
The employee will be reimbursed a maximum of \$3500 for English Learners Authorization.

RECEIPTS AND CERTIFICATE OF COMPLETION MUST BE SUBMITTED TO THE DISTRICT OFFICE PRIOR TO PAYMENT BEING ISSUED.


Michael Ono
Assistant Superintendent
Centinela Valley Union High School District


Jack Foreman
President
Centinela Valley Secondary Teachers Association


Date


Date

CVUHSD & CVSTA Negotiations 2015-16

MOU Verification Process for Specialized Settings (VPSS)


MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
And
The Centinela Valley Union High School District

VPSS

Based on available funding and action identification in the Local Control and Accountability Plan (LCAP), Centinela Valley Union High School District will reimburse employees enrolled at LACOE to complete requirements to fulfill a Single Subject credential for Special Education beginning July 1, 2015 and ending June 30, 2019.

The employee will be reimbursed a maximum of \$3200 for Special Education Teachers (VPSS Program).

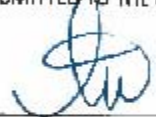
RECEIPTS AND CERTIFICATE OF COMPLETION MUST BE SUBMITTED TO THE DISTRICT OFFICE PRIOR TO PAYMENT BEING ISSUED.



Michael Ono
Assistant Superintendent
Centinela Valley Union High School District

1/25/2017

Date



Temisha Brame
President
Centinela Valley Secondary Teachers Association

1/25/17

Date

MOU College and Career Access Pathway (CCAP) Dual Enrollment

MEMORANDUM OF UNDERSTANDING
Between
The Centinela Valley Secondary Teachers Association
and
The Centinela Valley Union High School District
College and Career Access Pathways (CCAP) Dual Enrollment
Employment with El Camino Community College

Having met and negotiated in good faith, the Centinela Valley Union High School District (CVUHSD) and the Centinela Valley Secondary Teachers Association (CVSTA) enter into this agreement to provide opportunities for CVUHSD students to simultaneously earn both college and high school credit. The College and Career Access Pathways Dual Enrollment Program is a joint effort between El Camino Community College and the Centinela Valley Union High School District. The following terms and conditions have been agreed upon.

CVUHSD will identify any current CVSTA Bargaining Unit Members among applicants who meet El Camino College's minimum qualifications for teaching each dual enrollment course offered at CVUHSD. When vacancies in the program are identified, CVSTA Bargaining Unit Members shall be hired to fill them provided the teacher meets the Minimum Qualifications for Faculty and Administrators in California Community Colleges and are selected by El Camino College. The qualifications can be accessed at: <http://bit.ly/2fCAxccc>.

In the event that an El Camino professor is hired to teach the course in lieu of a CVSTA Bargaining Unit Member who meets the minimum qualifications, CVUHSD shall employ the qualified CVSTA Bargaining Unit Member to co-teach the course, and fund the position outside of the site's base FTE allotment. In the event no CVSTA Bargaining Unit Member meets El Camino College's minimum qualifications for teaching a dual enrollment course offered at CVUHSD, and an El Camino College professor is provided, a CVSTA Bargaining Unit Member shall also be hired from the pool of applicants to co-teach the course, provided the CVSTA Bargaining Unit Member actively pursues meeting minimum qualifications. This co-teaching position will be funded within the site's base FTE allotment.

Provisions of the Collective Bargaining Agreement regarding class size shall be followed for dual enrollment courses. No class shall exceed 36 students and the dual enrollment classes shall not be included in calculating the pupil-to-teacher of 30.5:1. Under no circumstances shall the total number of Dual Enrollment teachers exceed twelve (12). No CVSTA Bargaining Unit Member positions shall be eliminated as a result of the dual enrollment courses.

No CVSTA Bargaining Unit Member shall be involuntarily transferred or reassigned in order to teach a dual enrollment course. Should any dual enrollment course be closed due to insufficient enrollment, CVSTA Bargaining Unit Members shall not be subjected to any loss in compensation or status and shall be reassigned an alternate course.

All CVUHSD discipline policies will be adhered to in all dual enrollment courses.

A committee of no fewer than seven (7) members selected by CVSTA leadership and CVUHSD administration shall monitor and evaluate the effectiveness and viability of the Dual Enrollment Program periodically throughout the term of this Agreement. This MOU shall remain in effect through June 30, 2018.



11/30/2016

Mr. Michael Ono
Assistant Superintendent, Human Resources
Centinela Valley Union High School District



11/30/16

Dr. Temisha Brame
President
Centinela Valley Secondary Teachers Association