

# **CONTRACT OF AGREEMENT**

between the

**CONEJO VALLEY  
UNIFIED SCHOOL DISTRICT**

and the

**UNIFIED ASSOCIATION  
OF CONEJO TEACHERS**

**CALIFORNIA  
TEACHERS ASSOCIATION**

**NATIONAL  
EDUCATION ASSOCIATION**

**2019 - 2022**



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## **ARTICLE 1 AGREEMENT**

The following constitutes a bilateral and binding Contract of Agreement (hereinafter referred to as the "Contract" or the "Agreement") between the Conejo Valley Unified School District (hereinafter referred to as the "District") and the Unified Association of Conejo Teachers/California Teachers Association/National Education Association (hereinafter referred to as the "Association/UACT") for the period July 1, 2019, through June 30, 2022. The parties agree that they have met and negotiated on those points on which they are required to do so by law, that this Contract includes all agreements reached, and that agreements so reached shall be in force for this Contract's duration. There are no further items to be negotiated for this period, except as specified.

This agreement shall supersede all Rules, Regulations or Policies of the District, which are contrary to or inconsistent with its terms.

The parties have agreed to a three-year term from July 1, 2019 through June 30, 2022. The parties will meet to negotiate reopeners in years two and three of the agreement on Article 24 - Salary, Article 7 - Employee Benefits Additional to Salary, and up to two additional articles of each party's choice.

## **ARTICLE 2 RECOGNITION**

The District confirms recognition of the Association as the exclusive representative for that unit of certificated employees certified by the Public Employment Relations Board (PERB), being certificated employees including, but not limited to classroom teachers, librarians, speech pathologists, teacher on special assignment, special education preschool teachers, adaptive PE teachers, consulting teachers, transitional kindergarten (TK) teachers, nurses and special education teachers, excluding the Superintendent, Deputy Superintendent, Assistant Superintendents, Directors, Assistant Directors, Principals, Assistant Principals, Deans, Coordinators, Counselors, Psychologists, Adult Education Teachers, Energy Manager, Substitute Teachers, exempt specialists, employees in management, confidential, supervisory or classified positions.

It is understood and agreed that the District has and retains all of its powers and authority to direct, manage, and control to the full extent authorized by law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation (with recognition of past practices already established); determine the kinds and levels of services to be provided and the manner, methods, and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move, or modify facilities; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

## **ARTICLE 3 NEGOTIATION PROCEDURES**

Not later than one hundred and twenty (120) calendar days prior to the date on which this Agreement expires, the Association shall submit to the District any change in this Agreement it wishes to incorporate in a successor agreement. Within thirty (30) calendar days of such submission by the Association, the District shall provide the Association with any changes it wishes to incorporate in a successor Agreement. Any such successor Agreement reached between the parties shall be in writing and signed by them.

- A. Either party may utilize the services of outside consultants to assist in the negotiations.
- B. The parties may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- C. Negotiations shall take place at mutually agreeable times and places.
- D. The Association shall designate representatives who shall receive release time without loss of compensation.
- E. Upon their development, the District shall furnish the Association with budgetary documents and other related public information to assist the Association in fulfilling its role as the exclusive bargaining representative.
- F. No later than October fifteenth (15th), the District shall furnish the Association with a list of placement on the salary schedule of personnel as of each year of this Contract, and no later than the second Tuesday following commencement of the second semester, with a list of placement on the salary schedule of personnel who were employed as of the first day of the second semester.
- G. Both parties agree to use the Standardized Account Code Structure (SACS) budgetary document when discussing district finances during negotiations. However, either party may bring/use additional documentation as necessary.

## ARTICLE 4 DEFINITIONS

**Assignment** - The placement of a unit member at a specific site(s) or designated schedule (for special services).

**Contractual Day** - A day in which teachers are on paid duty.

**Daily Rate of Pay** - The annual salary of a unit member divided by the number of days he/she is required to be on duty.

**Elementary** - Grades TK-5

**Evaluation** - Official tool to rate a teacher's performance, as outlined in Article 15.

**Formal Observation** - When an administrator observes a teacher, writes an observation report, reviews it with the teacher, and then it is signed.

**High School** - Grades 9-12

**Hourly Rate of Pay** - The daily rate of pay divided by six (6).

**Informal Observation/Walk-through** - When an administrator observes a teacher but does NOT write an observation report on a district-negotiated form.

**Instructional Day** - That portion of a Contractual Day during which pupils are being taught.

**Middle School** - Grade 6-8

**On-Duty** – The time during which a member of the unit is working and performing services for the District. It does not include duty-free lunch periods.

**Staffing Pattern** - A pattern of anticipated classes or subject area assignments within a designated school or program not containing an employee's name.

**Subject** - A specialty taught as part of a curriculum (such as English, French, math, etc.)

**Special Education** - any teacher and/or student involved in delivering or receiving specialized academic instruction (SAI) and/or related services.

## **ARTICLE 5 EMPLOYEE LEGAL PROTECTION**

- A. In the event that a member of the unit, while in the course and scope of discharging his/her duties, should be battered, the District agrees to provide legal support for such member.
- B. The District will carry liability insurance to provide protection for members of the unit against property loss arising from a battery or from civil suit relating thereto, initiated against such member for action while such member was in a reasonable and prudent manner performing duties in the course and scope of his/her employment.
- C. The District shall reimburse members of the unit for any loss, damage, or destruction of clothing or personal property due to battery on the member while on duty in the school, on the school premises, or on a school-sponsored activity unless such damage is due to negligence or fault by the member. Any other cases resulting in loss or damage will be considered for reimbursement on an individual basis by the District.
- D. In other instances, the personal property of the unit members will not be repaired or replaced in the event it is lost, stolen, or damaged.

## **ARTICLE 6 CLASS SIZE**

Maintaining manageable class sizes within the District is an essential component of providing the District's students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the size of classes taught:

### **STAFFING RATIOS:**

- A. TK-3            1:21.5
- 4-12            1:30
- Continuation School   1:22

At the elementary level, this staffing ratio will become effective for the fall semester on the tenth (10th) school day after the commencement of school. In atypical circumstances, the District may go to the fifteenth (15th) school day.

At the secondary level, this staffing ratio will become effective for the fall semester on the fifteenth (15th) school day after the commencement of school. In atypical circumstances, the District may go to the twenty-fifth (25th) school day. For the spring semester, the staffing ratio shall be set on the tenth (10th) school day after the commencement of the semester except for atypical circumstances when the District may go to the fifteenth (15th) school day to set the ratio.

**Caseloads:**

Special Education teacher caseloads shall be determined within the scope and constraints of the laws, statutes, or penal codes, which apply.

- 1. For clarification purposes, there are two (2) special education caseload possibilities: Self-Contained Classroom (SCC) and Resource Specialist Program (RSP).
  - a. Specialized Academic Instruction (SAI) is provided by all special education teachers.
- 2. Self-Contained Classroom Caseload:
  - a. 1:15 soft cap
  - b. 1:18 hard cap
- 3. Resource Specialist Program Caseload:
  - a. 1:25 soft cap
  - b. 1:28 hard cap

**Speech and Language Pathologists, caseloads shall be:**

- 1. Transitional Kindergarten-Post Secondary a ratio of 1:55
- 2. Preschool a ratio of 1:40

**Class Size:**

Special Education class size shall be determined within the scope and constraints of the laws, statutes, or penal codes, which apply.

For clarification purposes, there are two (2) special education classroom possibilities: Self-Contained Classroom (SCC) and Resource Specialist Program (RSP).

- 1. Self-Contained Classroom Class Size:
    - a. 1:15 soft cap
    - b. 1:18 hard cap
  - 2. TK-5 Resource Specialist/Learning Center setting:
    - a. 1:15 soft cap
    - b. 1:18 hard cap
  - 3. 6-12 Resource Specialist/Learning Center in a specialized setting:
    - a. 1:15 soft cap
    - b. 1:18 hard cap
- B. Actual class size will vary in accordance with the staffing procedures used within a given school; however, individual class sizes shall be:
- |      |                                  |
|------|----------------------------------|
| TK-3 | 1:22 (soft cap) to 24 (hard cap) |
| 4-5  | 1:33 (soft cap) to 35 (hard cap) |
| 6-12 | 1:38                             |

With respect to grades 6-12, one (1) or more college prep, honors, and advanced placement classes, not to exceed a maximum of five percent (5%) of such classes within a school (other than those referenced in Paragraph D and F of this Article) may have a class size of up to forty (40); provided that no teacher shall teach more than one (1) such college prep class a year. The purpose of this provision is to provide scheduling flexibility so as to accommodate

additional students and avoid the creating of an additional section (e.g., forty [40] students desiring to take a class creating two [2] classes of approximately twenty [20] students each). For purposes of this section, blended classes (classes with non-college-prep students) are excluded from this provision. Whenever possible, the District shall equitably distribute ELL, Special Education, and 504 students among classes in order to best meet the needs of students. The determination of the size of classes with special education pupils shall take into consideration any extraordinary demands on physical space or supervisory needs.

Class size counts shall include students with special education eligibility (excluding speech and language impaired only eligible) if the student with special education eligibility is in the TK-5 general education setting for 50% or more of the instructional day. The combined total of all students in a co-teaching model shall not exceed the designated class size above.

- C. To assist the principal in assessing the need for determination of class size at a given site, in addition to consultation with staff, the following factors will be considered: space availability, time of year, acquisition of additional or temporary facilities (relocatable classrooms), number of stations, class loads and special needs students. If a member of the unit feels that an unreasonable number of students have been assigned to his/her class, a report may be filed with the principal with a copy to the Assistant Superintendent, Human Resources. The site administration shall then meet with that teacher and explain the rationale for why the class sizes are not balanced.
- D. Classes at the middle and high school level in performing arts, business education, physical education, and similar courses wherein it has been traditional in the school to have a larger class size will not come under the provisions of this Article with the exception of Study Hall. Study Halls shall be limited to a maximum of 48 students.
- E. Health shall be considered an academic class for the purpose of this Article.
- F. Secondary Physical Education Classes

At each middle and high school, classes - other than athletic P.E., marching band, and drill team - shall not exceed an average of fifty (50) students per class, per period, except that for one (1) period a day, up to fifty-five (55) students shall be permitted.

The fifty (50) student per class average will be applied to athletic P.E. cut classes if these classes include students enrolled for regular P.E. Each comprehensive high school will ensure that a physical education teacher who is not coaching will be assigned to the athletic P.E. period for students dropped from teams or whose sports season has ended.

- G. Combination Classes (TK-5)

Any grade TK-3 teacher required to teach a combination class shall receive an annual stipend of two thousand two hundred fifty dollars (\$2,250). Any grades 4-5 teacher required to teach a combination class shall receive an



annual stipend of three thousand seven hundred fifty dollars (\$3,750). For purposes of this section, "required to teach" means a combination class created by variances in enrollment at a school site. It does not include combination classes, which are the result of program design.

- H. Teachers will receive a confidential, preliminary class list or will be provided the information electronically as part of the district student information system at least 24 hours in advance of the first day of instruction. Teachers will exercise discretion when seeking changes to preliminary lists. Any requested changes shall be addressed to the principal or assistant principal, as applicable. This provision applies to each first day of instruction (semester or trimester).
- I. Fourth and fifth-grade teachers on an elementary school campus will be provided the equivalent of one on-site release day per school year. A teacher on an elementary school campus who is required to teach a combination class within the meaning of Section G above will receive a total of three on-site release days per school year (to include the day provided to teachers.) Scheduling of the release day(s) will be by agreement of the principal and the teacher, taking into consideration the availability of subs of the day requested. Elementary principals shall make every effort to give prep time or support through the use of "specialists." (Per Education Code 45343 - 45344)

Other release days are at the site administrator's discretion and expense.

## **ARTICLE 7 EMPLOYEE BENEFITS ADDITIONAL TO SALARY**

**\*Please see overview of health benefits at our internal website at**

[www.conejousd.org/Departments/Human-Resources/Employee-Health-Benefits](http://www.conejousd.org/Departments/Human-Resources/Employee-Health-Benefits)

District agrees to offer medical benefit coverage provided below for all members of the unit and their eligible dependents. Upon notice of eligibility, unit members must enroll into a health insurance plan of their choosing within the first thirty (30) days of becoming eligible.

Every unit member eligible to receive medical benefits through CVUSD must pay a monthly medical premium contribution through payroll deduction. Please refer to the CVUSD Benefits web page for current information.

### **A. Eligible Dependents**

Dependent children are eligible for coverage up to age 26. Dependent children (ages 19 up to age 26) who are full-time students in a post-secondary education program will also be eligible for dental and vision benefits. To be eligible under this provision, a post-secondary student must be enrolled in and successfully complete a minimum of twenty- four (24) or equivalent semester units per calendar year. Such eligibility is subject to annual written certification and/or verification (college transcript) by the employee to the District, or such other means as may be required by the health plan administrator. Post-secondary includes trade school, college or university.

A dependent spouse/domestic partner of an employee who can obtain medical coverage through their employer for \$400 or less (out of pocket) per month are not eligible for primary District medical coverage. A spouse utilizing medical coverage through their employer may be added as a dependent to receive "secondary coverage" through the District. The monthly premium to include them as a dependent would then apply. Secondary coverage is defined as medical insurance coverage billed after a spouse's primary medical insurance is billed first. If a spouse loses coverage from his/her employer, or the fee is increased beyond the \$400 threshold, he/she may enroll in CVUSD's plan at that time. Spouses are required to submit a Spouse/Domestic Partner Medical Coverage Verification form prior to receiving District benefits and as requested.

All spouses of eligible unit members may receive dental, vision, and life insurance coverage at no additional charge to the employee.

Effective dates of coverage for the benefits for members of the unit who are new hires or returnees from leaves of absence and who did not retain their coverage during such leave shall begin on the first day of the month following the date of their signing for such benefits but not sooner than September first (1st).

## **B. Part-Time Employee Coverage**

Individual unit members who are employed for less than full-time shall receive a pro-rata allocation toward medical benefit credit to purchase coverage through one of the District offered plans provided for under this Article and pay the difference of the premium to the District. Payments must be made monthly, one (1) month in advance, by payroll deduction. Unit members who wish to purchase coverage in one of the District Offered plans must do so within 30 days of initial part-time employment, upon receiving a subsequent increase in the FTE work assignment, or by providing written documentation of loss of paid insurance coverage from another source. Unit members who enroll in one of the District's coverage, and subsequently drop the coverage, may renew the coverage, only upon receiving a subsequent increase in the FTE work assignment, by providing written documentation of loss of paid insurance coverage from another source, or during the next open enrollment period in May.

## **C. Duration of Benefits**

Coverage eligibility begins September first (1st) and continues through the following August thirty-first (31st) for those employees who work the entire year. Employees who work the fall semester only are covered by District paid benefits from September through February (six [6] months), and employees who work for the spring semester only are covered by District-paid benefits from February through August (six [6] months). Employees who work the spring semester and are subsequently contracted for full-time employment the following year are covered by District paid benefits from February through August. The open enrollment period for changes of plans for continuing employees is the month of May with an effective date of July first (1st).

#### **D. Continuation of Coverage**

Members of the unit who are absent on account of illness and who have exhausted their paid sick leave and members who are on Board- approved unpaid leave of absence shall have the option to continue to participate in employee benefits programs upon payment to the District of the monthly premiums associated with those programs. Payments to the District shall be made one (1) month in advance, no later than the final work day of the month for coverage the following month (e.g., for coverage in February, payment must be made by the last working day in January). Coverage will be terminated seven (7) calendar days following the first day of the month if the unit member fails to make timely payment. Effective dates of coverage for the benefits for members of the unit who are new hires or returnees from leaves of absence and who did not retain their coverage during such leave shall begin on the first day of the month following the date of their signing for such benefits but not sooner than September first (1st).

#### **E. Medical Insurance**

Employees may select coverage from the following options:

- a. The offered Blue Cross PPO Plan
  - b. The offered Kaiser HMO Plan
1. The following provisions shall apply to the District's Self-Insured (PPO) insurance plan:
- a. A unit member may appeal a contested claim through the appeal program provided for by the carrier. If such claim is not satisfactorily resolved, it may be submitted in writing to the District on appeal. The District will respond in writing to the appeal, and provide the Association with a summary of the appeal and the District's response. If the unit member is not satisfied with the District's response to the appeal, the claim may be taken to arbitration under the rules of the American Arbitration Association. Respect for privacy (of claims) shall be maintained.
  - b. The District guarantees to fund and maintain the level of reserves as herein provided on a monthly basis at the level recommended by an actuary.
  - c. There shall be no change in administrator without prior notice and negotiation upon request.
  - d. District shall maintain appropriate stop loss coverage.

#### **F. Paid Prescription**

The District shall continue to provide the self-insured prescription plan in conjunction with the PPO plan, which shall provide the same benefits as the plan currently in effect.

#### **G. Dental Insurance**

The District shall continue to provide the self-insured dental insurance coverage which shall provide the same level of benefits and services as

the plan currently in effect with a maximum annual benefit of one thousand five hundred dollars (\$1,500) with a Premier Dentist, and one thousand seven hundred (\$1,700) with a PPO Dentist.

#### **H. Vision Care Plan**

The District shall continue to provide the self-insured vision care coverage, which shall provide the same level of benefits and services as the plan currently in effect.

#### **I. Life Insurance**

The District shall provide life insurance for all full-time unit members. The policy shall be for a \$50,000 benefit for unit members until 70 years old and \$25,000 for unit members 70 years and older. Part-time unit members may purchase the policy at the negotiated rate between the insurance company and the District. Unit members may also purchase additional coverage through the agreed-upon rate between the District and the insurance company.

#### **J. Tax-Sheltered Annuities**

Members of the unit may participate in a District approved tax-sheltered annuity plan or custodial account plan with the District providing payroll deduction for this purpose.

#### **K. A Section 125 Flexible Benefit Program will be available for unit members.**

#### **L. Early Retirement**

1. Any unit member with ten (10) or more years of District service and who are more than fifty (50) years old and less than sixty-five (65) years old shall, upon retirement and receiving STRS benefits, be entitled to one of the District's HMO plans under Paragraph A above at his/her own expense, but at the District rates, until he/she is eligible for Medicare. The retiring unit member must enroll in the self-pay coverage prior to their effective date of retirement. If the retiring unit member subsequently drops the self-paid insurance coverage for any reason, they shall not be allowed to re-enroll in the program.

Payments to the District shall be made one (1) month in advance, no later than the final work day of the month for coverage the following month (e.g., for coverage in February, payment must be made by the last working day in January). Coverage will be terminated seven (7) calendar days following the first day of the month if the retired unit member fails to make timely payment.

2. Employees who elect to retire between the ages of fifty-five (55) and sixty-four (64) years of age with fifteen (15) or more years of actual service in the District may apply for a District-paid medical program, which shall be in accordance with the following conditions and limitations:
  - a. Coverage must be under an HMO plan contracted for by the District for its active employees.

- b. The District will pay the applicable premium for the eligible retiring employee. The retiring employee will need to pay the yearly-negotiated contribution expense or any re-negotiated contribution expense to participate in a HMO plan offered by the District, until retiree becomes Medicare eligible. The retiree may purchase HMO coverage for his/her spouse, subject to payment no later than the first day of each month or coverage may be terminated seven (7) calendar days thereafter. The retiree is responsible for paying the entire cost of the District negotiated monthly premium for his/her spouse to participate in the selected HMO.
- c. Retiring unit members should make every effort to notify the District in writing of their intent to retire by March 1 of the current school year to facilitate staffing.
- d. Retirees under this program who would otherwise not be able to take advantage of the HMO Plan because the District HMO carrier(s) do not provide service at his/her domicile may elect to receive the equivalent dollar amount for the lowest cost HMO provider for insurance benefits.

**M. Kaiser Medicare Supplemental Coverage**

- 1. CVUSD shall make available to all retirees of Medicare age the Kaiser Medicare Supplemental Insurance program. The cost of the program shall be borne by the retiree.

**N. Modification to Insurance Plans - Please refer to the CVUSD Benefits page under Evidence of Coverage (EOC) for current information.**

**O. General Benefits Provision**

Should the Health & Welfare Fund ending balance exceed \$5,000,000 in June, at that time the parties shall reopen negotiations to discuss the reduction, or possible elimination of employee contributions to health benefits for the subsequent school year.

**ARTICLE 8  
WORK YEAR**

- A. The length of the unit member's work year for which they receive the compensation and benefits contained in this Contract shall be one hundred eighty-five (185) days.
- B. The day before the student's first day shall be reserved as a preparation day for unit members, while this day is considered a mandatory work day, the district and site administration shall refrain from scheduling any meetings, trainings, parent orientation or other mandatory activities.
- C. Any member of the unit who is required to work beyond the number of working days described in Paragraph A above shall be paid for the hours worked on an hourly rate pro rata for the period worked above the applicable number of days described in Paragraph A above, as per his/her placement on the salary schedule.

- D. Newly hired unit members who are required to attend an orientation meeting shall be given a one hundred and fifty dollar (\$150) credit to the district-contracted office supply company. These members may be invited to attend an orientation at their school site/induction office on the second half of the new teacher day.
- E. For current work calendars see the Conejo Valley Unified School District website at <http://www.conejousd.org>.
- F. In the event that a proposed grading period coincides with a holiday break, UACT and CVUSD will meet to discuss dates.

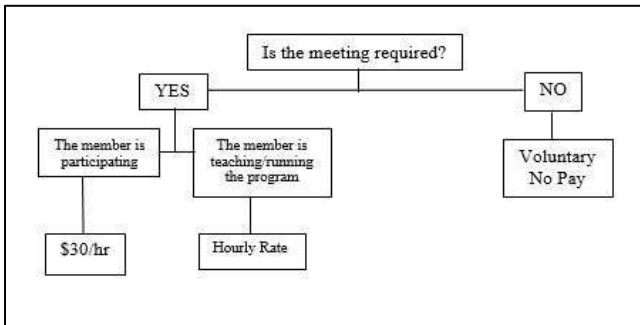
## **ARTICLE 9 WORK DAY**

- A. Members of the unit shall be on duty at their assigned site no less than thirty (30) minutes before the start of their first class or preparation period and through their last class or preparation period. In the event that a school has a minutes-neutral banked time schedule the amount of time before the start of the work day may be less than 30 minutes. The principal may require their presence during the thirty (30) minute period prior to the unit member's first class or preparation period and for a reasonable length of time following their last class or preparation period in order to see to loading of buses, meeting with parents or attendance at such events as department meetings, curriculum committee meetings, and such other activities as authorized in the following sections.
- B. Except for emergencies, and as prescribed in Paragraph A above, there shall be a maximum of twenty (20) meetings per year:
  - 1. These meetings shall be part of a unit member's regular work year.
  - 2. Staff meetings before or after school shall not exceed sixty (60) minutes in length.
  - 3. Staff meetings after school shall begin no later than twenty (20) minutes after the regular dismissal time.
  - 4. Morning staff meetings shall conclude no later than fifteen (15) minutes prior to the start of school.
  - 5. A tentative meeting schedule will be developed at the beginning of the school year. A reasonable effort will be made to adhere to that schedule.
  - 6. Attendance at all other non-emergency staff meetings shall be on a voluntary basis. For purposes of this Article, an "emergency" shall be defined to mean any condition which could not reasonably have been foreseen and which is required in order to most effectively serve the interests of students.
  - 7. Special education and transitional kindergarten teachers shall be required to attend no more than two of these staff/department meetings per month. In the event that they must attend a district special education/transitional kindergarten meeting that month, they

may choose which site meeting to attend by mutual agreement with site administration.

8. Unit members who are assigned to more than one campus shall follow the same meeting schedule limitations as others. The unit member shall only be required to attend one (1) Back to School Night and one (1) Open House per year. (Unless the unit member wished to attend and shall receive compensation at the rate of \$30.00 per hour for attending.) The unit member shall meet with their site administrator to determine which meeting/events they shall be required to attend.
- C. Notwithstanding any provision of this Contract to the contrary (including those in Paragraph B above), members of the unit who are assigned as teachers of Special Education classes and teachers of designated services shall be required to attend at least one (1) of the meetings referred to in Paragraph B above and also one (1) Special Education or specialists' staff meeting per month, which meeting, while not within the instructional day, shall be considered to be within the work day.
- D. Notwithstanding any provision of this contract to the contrary (including but not limited to Article 25), every unit member may be required to perform one (1) extra non-paid assignment.
1. Secondary Schools: Examples of extra non-paid assignments in secondary are substituting during preparation period for up to twelve (12) times, club advisor, etc.; or performing any other non-instructional duty necessary to the functioning of the school, after consultation with staff and opportunity is given to provide volunteers for such other non-instructional duties.
  2. Elementary Schools: Examples of extra non-paid assignments in elementary are chorus director, yearbook advisor, school newspaper advisor, etc.; or performing any other non-instructional duty necessary to the functioning of the school, after consultation with staff and opportunity is given to provide volunteers for such other non-instructional duties.
  3. In the event the unit member is elected to School Site Council or UACT representative, the unit member may not be given an additional duty assignment. The parties agree that teachers will not be discouraged from volunteering to perform other assignments.
  4. The District and Association recognize that the manner in which elementary extra duty assignments have been divided does not work well at school sites. In order to provide for greater flexibility schools may propose a pilot program of their own design to their staffs for the division of extra duties. Implementation of the proposed pilot program is contingent on an annual staff vote of 75% in favor of continuing the pilot. Schools shall make every effort to limit the number of extra duties to those which are essential to the running of the school or are traditional school activities which have the support of the staff. The implementation of a pilot program should not expand the number or duration of extra duties at a school site.

5. Unit members may create projects of their own volition on a voluntary basis, which may or may not be an adjunct duty pending approval from site administration. Once established, these activities will not be considered past practice.
- E. Every reasonable effort shall be made by the administration to make the assignment of such other non-instructional duties to be as evenly distributed as operationally practical in terms of number, time commitment and desirability. Any grievance related to such assignments shall be limited to a claim pertaining to the number, time commitment and desirability of such assignment, taking into account the best interests of the students impacted by such assignment.
  - F. Within the constraints of this article, the assignment of specific duties during any period of the working day, including both the instructional day and that portion of the working day before and after the instructional day, and the time and facilities necessary for this accomplishment, is the responsibility of the principal.
  - G. Members of the unit are required to attend one (1) night program per semester without additional compensation. When additional attendance is mutually agreed upon between the member(s) and the principal, the participating member(s) shall receive compensation per Article 27 Section B (p.62) for the number of hours that he/she is at the event. Fundraisers and events resulting from adjunct duties are exempt from the hourly rate. Principals shall notify bargaining unit members within the first ten calendar days of the work year of the tentative dates of all required night-time events.



- H. Teacher instructional minutes shall be as follows:
  1. The number of instructional minutes shall meet SB 813 minimums plus up to one hundred eighty (180) minutes per grade level for rounding off.

Grades	Instructional Minutes
9-12	365
6-8	325
4-5	305
1-3	285
TK - K	200



2. Student-free days for district in-service shall be counted toward instructional time to the extent authorized by law. Such days are considered regular work days for members of the unit.
3. Regular, student-free and minimum days in grades K-12 shall be as follows:
  - a. TK-5: Five (5) minimum days for parent conferences, and one (1) minimum day (last day of school).
  - b. 6-7-8: Four (4) minimum days (three [3] for testing including District testing, one [1] last day of school).
  - c. 9-12: Six (6) shortened days (finals - three [3] per semester), one (1) minimum day (District testing).
  - d. Additional minimum and/or pupil-free days for program evaluation and improvement activities and/or accreditations such as WASC may be granted by the District.
- I. Kindergarten teachers shall be used as instructors in the kindergarten program. When kindergarten teachers are not utilized as instructors in the kindergarten program, they will be assigned as instructors in the primary program so that their student contact time is equivalent to the primary teachers' student contact time. Kindergarten teachers participating in the extended day kindergarten program are exempt from this provision. Schools transitioning from traditional kindergarten schedules to extended day schedules must adhere to the following process: Proposals must be brought to a minimum of 2 staff meetings. This will allow the collaboration time necessary to examine logistics, challenges and resolutions prior to representations made to PTA/PFA and SSC committees. Site administrators will work closely with impacted teachers to ease the transition when possible.
- J. Extended Day
  1. Teaching an Extra Class - Any teacher who teaches a sixth (6th) additional period beyond a 1.0 FTE will receive an additional one-sixth (1/6) of his/her salary for the period taught. Except as set forth above, any additional instructional assignments will be paid on the employee's hourly rate based on a six (6)-hour instructional day.
  2. Teaching Before-School Classes - Traditional secondary master schedules may include classes that occur before the start of the regular school day. The staffing of these classes must be done on a voluntary basis. If a teacher does choose to teach a before-school class it will be included in his/her regular contract day, and not result in having two preparation periods, unless mutually agreed upon. When offering a before-school class the principal must inform the member that they will be required to stay late on days of regularly scheduled staff and/or department meetings.
- K. Compensation/Bus Duty
  1. At the TK-5 grade levels, the District shall provide campus supervisors

to supervise students during the morning bus and/or yard duty recess periods. In an emergency, it is understood and agreed that unit members will continue to retain responsibility for the assigned bus/yard duty schedule, and to personally provide such supervision if the assigned campus supervisor requests assistance or is not in attendance. In the event that the unit employee personally provides such supervisory duties for substantially the entire recess period, the unit employee will be paid at the campus supervisor rate. Nothing in this paragraph shall be construed to prohibit the unit employee from requesting to personally provide such yard duty supervision at the established rate of pay in lieu of campus supervisor personnel.

2. Class Coverage - All class coverage that does not fall under the provision of a member's adjunct duty to substitute during their preparation period for up to twelve (12) times, shall be voluntary (except in the case of an emergency) and compensated at the established contractual rate.
  - a. If the period being covered falls outside of the covering unit member's regular day he/she shall be compensated at his/her hourly rate.
  - b. If the period being covered falls within the covering unit member's regular day he/she shall be compensated at the hourly sub rate.
  - c. If a unit member is required to take another teacher's class in addition to their own class, the teacher shall be paid their hourly rate in addition to their daily pay for the time the other students are in their room.
  
- L. The parties recognize that the traditional work schedule may not fit the needs of every school. In particular, some schools may desire to restructure their schedules in order to facilitate teacher collaboration. A restructured schedule is permissible provided the following conditions are met:
  1. The primary purpose of the restructured work day is teacher collaboration;
  2. Teacher directed collaborative activities will be designed with the input of the site leadership team and site administration with a dedicated focus on site and district goals;
  3. Meeting time may be used in a variety of ways to meet school improvement and staff development goals (e.g., small group collaboration committee work, department in-services, data review to improve instruction);
  4. Teacher participation in the collaborative activities is strongly encouraged but not required. If the school adopts a minutes-neutral banked time schedule (i.e., banked time does not result in any increase to the teacher work day), all teachers, even those who do not participate in the program, must remain on campus for the length of the mandatory duty day. If the school adopts a banked time schedule

that is not minutes-neutral, teachers who choose not to participate in the collaborative activities may leave the school site during the collaboration time.

5. Conversion to the restructured work schedule requires an affirmative vote by the following percentages of the school's faculty:
    - a. Minutes-neutral (i.e., banked time does not result in any increase to the teacher work day) - 70%
    - b. Not minutes neutral - 80%
  6. The voting process will be done by secret ballot and will be conducted by UACT representatives. Prior to conducting the election, the school principal will send a copy of the proposed restructured work schedule to the Assistant Superintendent, Instructional Services to ensure compliance with legal requirements and instructional minutes minimums established by the Education Code; and a copy to the association.
  7. If a restructured schedule is adopted, the unit members will conduct a vote to determine whether to continue at the end of the first school year. If a majority vote to withdraw from the restructured schedule at the end of the first year, the schedule will revert to the schedule in existence prior to entering into the restructured schedule.
- M. Each full-time secondary teacher shall be afforded one scheduled class period daily, or its equivalent, as a preparation period.
- N. No teacher shall be involuntarily deprived of a thirty (30) minute duty free lunch.
- O. Student/Parent Communication

All teachers shall utilize the district student information system. This includes tasks such as taking attendance, reporting grades and record reviews.

It is the goal of the parties to increase school to home communication. In an effort to keep students/parents informed, teachers shall post information about their class such as projects, and the dates of upcoming assessments, to students/parents via the internet. Systems that would facilitate this include, but are not limited to, the Q system (Class News), a teacher's website, student information system (SIS) and email blast to all parents. Teachers may use scanned documents (syllabi, assignments, test preparation, etc.) to communicate with parents/students rather than entering the information manually on to a website. Parents shall be informed of the means of communication at back to school night, and at secondary schools and the counseling office shall maintain a list of each teacher's method of communication.

The parties agree that students/parents should be provided with an itemized report of the calculation of grades. Teachers shall utilize the district's student information system as their electronic gradebook and provide students/parents with reports at least at the conclusion of each

progress report and grading period via the internet. Students without internet access at home may be provided with a print out of their grade report upon request. Parents shall be informed of how to view a teacher's grade report at back to school night and on the school's website.

It is understood that it is the responsibility of the district to give teachers adequate resources to facilitate the use of the district electronic gradebook, this includes, but is not limited to, working computers, stable internet access and training/support for the program. The parties acknowledge that it is a goal of the district to move towards the universal use of the district student information system.

Newly hired teachers will receive training on the district student information system as part of the onboarding process.

## **ARTICLE 10 LEAVE OF ABSENCE**

Leaves are defined as authorized time away from work and may be with or without pay as specified herein. Length of the leave of absence shall be within the minimum and maximum allowance of time designated. Members of the unit are required to apply to their principals (or immediate supervisor in the case of the District Office) for authorized leaves of absence on the District Leave of Absence form.

Members of the unit who are going to be absent from duty for any reason shall notify the appropriate individual as far in advance as possible.

The District shall not be held liable for the payment of any additional compensation or damage arising from the death or injury of any employee on a personal leave of absence.

Prior to a planned leave of absence the unit member will meet with his/her site administrator to make a plan for appropriate communication between the work site and the unit member while on leave.

### **A. Sick Leave**

1. An employee's absence from work, but not from a leave status due to illness or injury, shall be designated as "sick leave" and shall be time off with pay.
2. Sick leave privileges begin on the first (1st) day that the employee is to report for duty and shall apply even though the employee might be absent due to illness on the first (1st) day of school. Absences beyond accumulated leave shall be unpaid unless the employee meets other provisions within this article.
3. Sick Leave Notification to Employees - Each employee will be notified on the monthly paycheck of the amount of sick leave that such employee has on balance.
4. The Assistant Superintendent, Human Resources, for cause, may require a physician's certificate to verify an employee's illness and/or recovery sufficient to permit performance of his/her contractual duties

before the employee may return to duty.

## B. Catastrophic Leave Program

The intent of this particular leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective surgery
2. Personal necessity leave
3. Normal pregnancy
4. Substance abuse rehabilitation
5. Bereavement

A permanent employee may request up to one hundred (100) additional days of sick leave, in any twelve (12)-month period, as a result of a catastrophic illness or injury.

Whenever possible, an employee must submit a request for the additional days to Human Resources at least fifteen (15) working days before he/she expects to exhaust all accrued sick leave. The unit member is required to submit a physician's verification to Human Resources which clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating personal health circumstances.

A Catastrophic Leave Bank will be established for participants who suffer a catastrophic illness and shall become eligible to use the catastrophic leave bank subject to the restrictions and conditions outlined in this article. A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time (30 or more consecutive calendar days), or that incapacitates a member of the employee's family (30 or more consecutive calendar days), which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave.

"Members of the employee's family" shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the domestic partner (as identified by appropriate paperwork), son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate house of the employee. (Education Code 44043.5(a)1)

The Assistant Superintendent, Human Resources, shall determine if the illness or injury meets the appropriate criteria. If the Assistant Superintendent determines that the illness or injury meets the appropriate criteria, then he/she will inform the Association President that an employee has requested catastrophic leave. The Assistant Superintendent, Human Resources, shall arrange for a meeting of the Catastrophic Review Committee. The Catastrophic Review Committee shall consist of two (2) representatives appointed by the Association President and two (2) members appointed by the Superintendent or his/

her designee.

Upon notification by the Review Committee, the Association shall contact unit members and request that they donate up to five (5) of their personal sick leave days for use by the employee requesting the catastrophic leave. Unit members with fewer than ten (10) days of accumulated sick leave days are not eligible to contribute sick leave days to the Catastrophic Leave Program. All donated sick leave days must be for full days. Unit members will authorize their donation on a signed Association form.

The Association will hold a lottery, assign each donor a number, and prepare a list that will be sent to the Assistant Superintendent, Human Resources. The Association will submit the signed forms of unit members donating sick leave days to Human Resources. Each eligible donor on the list will be charged a day as it is used.

At the end of each catastrophic leave, the Payroll Department will return a copy of the list to the Association, indicating the number of days actually used and to whom they were charged. The Association will then notify all unit member donors of their status. Unused days will be returned to the unit member at the conclusion of the catastrophic leave for which they were donated.

C. Differential Pay: Absence Beyond Accumulated Sick Leave for Long-Term Injury or Illness

1. When a unit member has exhausted all available sick leave, including all accumulated sick leave, catastrophic leave, and continues to be absent from his or her duties on account of the same documented illness or accident for an additional period of five (5) school months or one-hundred (100) work days, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the position or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. In no case shall the deduction exceed the current long-term daily rate for a substitute.

For purposes of this article:

1. A unit member shall not be provided more than one (1) five (5)-month period per illness or accident. However, if a school year terminates before the five (5)-month period is exhausted, the unit member may take the balance of the five (5)-month period in the subsequent school year.
2. These days of additional paid sick leave shall not exceed five (5) school months in the school year, shall not be cumulative and shall be exclusive of any other paid leave to which the employee may be entitled.

#### D. Leave for Personal Necessity

1. In addition to the sick leave provisions above, up to ten (10) days of the ten (10) days of annual accrued leave of absence for illness or injury may be used annually by the employee, in case of personal necessity. No such accumulated leave of absence in excess of ten (10) days may be used in any school year for the purposes enumerated in this section. The section does not entitle any employee to any additional leave.
2. For purposes of this Section, personal necessity means lifecycle events of the member or his/her immediate family (including, but not limited to weddings, graduations, divorces, births, or a child's school event); family emergencies which endanger the safety or health of the immediate family; religious holiday observances; illness of members of the immediate family; damage or serious threat to employee's property or the property of members of the immediate family.
3. Based on reasonable suspicion, the District has the power and duty to review the stipulations of bona fide need for personal necessity by the unit member. For purposes of this Section, "reasonable suspicion" means that there is a demonstrable reason to doubt the authorized use of personal necessity.
4. Whenever utilization of Personal Necessity Leave can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee. In requesting Personal Necessity Leave, the unit member is certifying that utilization of the leave is consistent with the criteria listed in Subparagraph 2 of this Section.

#### E. Industrial Accident and Illness Leave

Employees shall be entitled to industrial accident and illness leave as provided for below provided the employee has promptly reported the on-the-job accident or illness as soon as evidenced, has consulted his/her previously designated personal physician or a District-approved doctor, has obtained the attending physician's authorization to be off work, and has otherwise complied with the District's administrative procedures for the processing of such claims.

1. When a unit employee is necessarily absent from his/her duties on account of an industrial accident or illness, such employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to employee's temporary disability indemnity under the Labor Code, will result in a payment to the employee of not more than his/her full salary. The term "full salary" as used herein shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is used in Section 4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 shall otherwise not be deemed applicable.

2. Such leave shall be granted for up to sixty (60) days in any one (1) fiscal year for the same accident during such times that the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District.
3. Allowable leave shall not be accumulated from fiscal year to fiscal year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
4. Pay for industrial accident and illness leave shall commence on the first day of absence; provided however that the District shall recoup from the employee any benefits provided hereunder if it is subsequently determined by competent legal authority that the employee had not been entitled to such benefits.
5. Upon termination of the sixty (60) days of industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Codes 44977, 44978, and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the sixty (60) day industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her disability indemnity, will result in a payment to him/her of not more than his/her full salary.
6. Any employee receiving benefits under this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

#### F. Jury Duty

The District agrees to grant to unit members called for jury duty the standard required by law which is paid leave of absence for one (1) day or one (1) trial. Unit members summoned to jury duty shall submit signed official court validation for each day of jury duty served to the District at the completion of jury service. The District shall pay the unit member's salary and upon receipt from the unit member of the "Confirmation of Service" issued by jury services listing the date(s) of service, the District will deduct the jury duty per diem paid directly by the Court to the unit member from the salary for each day served. The unit member does not have to reimburse to the District the amount awarded by the Court for mileage and expenses. Unit members shall report to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury duty to non-work year days (i.e., during summer, winter and spring breaks) and shall be compensated at the current daily substitute rate for each non-work year day of actual jury duty served. The procedure for such postponement and compensation is as follows:

1. Attach a copy of the original jury duty notice, written statement



concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District. Documentation to be submitted after jury duty has been served.

2. Forward these documents to the Assistant Superintendent, Human Resources.
3. For purposes of this Article, unit members contracted to teach summer school are not eligible for jury duty compensation.
4. The District may require further verification of any/all of the above mentioned documentation.

G. Absence in Response to Court Subpoena

If a member of the unit, other than a plaintiff or complainant, in an action against the District or one of its agents, is necessarily absent from work in attendance at a trial, hearing or other legal proceeding in response to an official order from a governmental jurisdiction or to appear before a grand jury or in a criminal or civil case before a United States Court or a Court of California, no deductions will be made from the employee's salary on account of such absence, provided that in any case in which a fee is paid to the employee, such fee shall be deducted from the normal salary due to the employee for the period of absence. The term "complainant" as used in this Section shall include unit employees appearing at the request of the Association in PERB and arbitration proceedings and any court appeals there from.

H. Maternity/Adoption/Paternity Leave

1. In the event a unit member must take a leave for pregnancy and/or the delivery of his/her baby, he/she must first exhaust all of his/her accumulated sick leave for the period of time dependent upon on a physician's verification or type of delivery (6 weeks-regular delivery; 8 weeks-Cesarean delivery).
2. Once the accumulated sick leave has been exhausted, the unit member may choose to use differential pay for an additional 12 weeks.
3. After exhausting the sick leave and differential pay, the unit member may request an unpaid leave for child rearing.
4. While on unpaid leave for childrearing, a teacher shall have the option to remain an active participant in the District benefit programs by contributing thereto the necessary premiums each month; recognizing that while the employee is on paid sick leave status as referred to in the first paragraph of this Section, he/she will continue to receive benefits to the extent provided by this Contract.
5. A teacher on unpaid leave for childrearing shall not be denied the opportunity to substitute in the District at the sub rate by reason of the fact that he/she is on such leave of absence.
6. An employee's absence from work due to the adoption of a child shall

be designated as FMLA leave and shall be absence without pay once all accumulated sick leave and differential pay have been exhausted (for a maximum of 12 weeks). Whenever utilization of FMLA leave for adoption can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee.

7. If an employee exhausts his/her accrued sick days and differential pay (for a maximum of five [5] school months or one hundred [100] work days), he/she may go on FMLA leave for up to 12 weeks. It is understood that this leave is unpaid, but the employee maintains his/her health benefits and loses no seniority and/or rights afforded him/her by local, state, and federal statute.

I. Bereavement Leave

1. In case of the death of a spouse, domestic partner (as identified with appropriate paperwork), parent, grandparent, child, grandchild, sibling, son-in-law or daughter-in-law of a member of the unit or the death of a parent, grandparent, child or grandchild of the spouse of such member or any relative of either the member or the member's spouse living in the immediate household, such member shall receive up to five (5) working days of leave, for which he/she shall receive his/her salary.
2. Absences beyond those days granted will be deducted from the employee's personal necessity leave, or up to seven (7) sick days if the unit member has exhausted personal necessity leave.

J. Military Leave of Absence

A military leave of absence shall be arranged between the individual employee and the District through the Superintendent in compliance with federal and state regulation. Upon return to his/her position in the District, the employee shall have all the rights and privileges which he/she would have enjoyed if he/she had not been absent from the District.

(Division 2, Part 1, Military and Veteran's Code and Education Code 44931, 45059 and 44800)

K. Sabbatical Leave

The provision of a paid Sabbatical Leave of absence is suspended for the duration of this Contract.

L. Exchange Leave of Absence

For the duration of the Contract, leaves of absence may be granted to members of the unit upon their acceptance into a teacher exchange program (such as Fulbright teacher exchange or the International Educational and Cultural Exchange Program) under the conditions as prescribed by the Assistant Superintendent, Human Resources, including provisions that employees shall be eligible for leave under this Section after completion of three (3) complete consecutive years of satisfactory teaching in the District and that salary paid during an Exchange Leave of Absence shall be in accordance with the terms of the exchange program.

## M. Personal Leave of Absence

Upon request of the bargaining unit member, the District may grant an unpaid personal leave of absence to any bargaining unit member. This personal leave is granted on a year-to-year basis, not to extend beyond three (3) years. The unit member must notify the Assistant Superintendent, Human Resources, on or before February 1 of each year regarding their intent to return back to the school district for the following school year or request another year of personal leave. The bargaining unit member who takes a personal leave is not guaranteed placement back to their previous school, grade level or department upon their return. The bargaining unit member will be placed in any available open position that is aligned to their credential(s).

## N. Family Care and Medical Leave

1. Except as provided by Article 10.G, pursuant to state and federal law, the District will provide Family and Medical Care Leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2). Unless otherwise provided, "Leave" under this Paragraph shall mean leave pursuant to the FMLA and CFRA.

During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article 7 of this Agreement to the extent required by the FMLA and CFRA.

2. Eligible members are entitled to a total of twelve (12) work weeks of leave during any twelve (12)-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12)-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continue with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave a member is entitled to.

3. The right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. If a member uses the leave under this Paragraph for any reason permitted under the law, he/she must exhaust all other accrued leaves (except sick leave) in connection with the leave.

If a member requests leave for his/her own serious health condition, the member must exhaust sick leave prior to utilizing Family Care and Medical Leave.

4. Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.
5. An employee's absence from work due to the adoption of a child shall be designated as FMLA leave and shall be absence without pay once accumulated sick leave and differential pay (up to 12 weeks) has been exhausted. Whenever utilization of FMLA leave for adoption can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee.

## **ARTICLE 11 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- A. Any member of the unit who is a member of the Association, or who has applied for membership, may sign and deliver to the District an authorization for deduction of unified membership dues for the Association. Such authorization shall, unless sooner revoked, continue in effect for the duration of this Contract. Pursuant to such authorization, the District shall deduct one-eleventh (1/11th) of such dues from the regular salary warrant of the member each month for eleven (11) months per school year.
- B. Insofar as possible within the limits of the bookkeeping capabilities of the District, upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance without charge to the Association or to the teacher for District-approved insurance and tax-sheltered annuity plans, credit union, savings bonds or any other plans or programs approved by the District.
- C. The Association agrees to fully indemnify, defend and hold harmless, the District (and its officers, employees and agents) against any claim, action, liability, judgments or settlements regarding the legality of the provisions or impacts of this Section or any action taken by or on behalf of the District in implementing this Section. The Association shall have the right to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed; provided however, that the District may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

## **ARTICLE 12 CONFORMITY TO LAW CLAUSE**

If any provision of this Contract of Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or endorsed except to the extent permitted by law, except that all other provisions of this Agreement shall continue in effect.

## **ARTICLE 13 SUBORDINATION CLAUSE**

Any contract between the District and an individual member of the unit heretofore executed shall, to the extent permitted by law, be subject to the terms and conditions of this Contract of Agreement.

## **ARTICLE 14 PERSONNEL FILE**

- A. A member of the unit shall have the right to examine his/her personnel file, at the District Office, at reasonable times, in the presence of a representative of the District, within the provisions of the law. An Association representative may be present upon request of the unit member.
- B. Among the expected types of material to be placed in teachers' files are teacher evaluations, observations, copies of contracts, health clearances, transcripts, record of assignments, certifications, and letters of commendation and reprimand.
- C. Information of a derogatory nature shall not be entered or filed unless and until the teacher is given written notice and an opportunity to review and comment thereon. A teacher shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Reasonable opportunity shall be provided to unit employees to exercise their right under this Paragraph on release time without loss of pay.
- D. No information of an anonymous nature shall be placed in the official personnel file of a member of the unit.
- E. A member of the unit shall have the right to authorize, in writing, an attorney or representative to examine his/her personnel file and to obtain copies of items within the file.
- F. In the event that derogatory information entered in a personnel file is based on fact(s) subsequently proven to be incorrect, and such derogatory information would not have been entered but for the perceived accuracy of such fact(s), such information shall be expunged in a manner consistent with law.
- G. Prior to releasing information from the personnel file to a third party in response to any request as a result of statute or subpoena, the District shall inform the current or former unit member who is the subject of the request, and UACT, in writing within ten (10) calendar days of the received request. Written notification to the former unit member shall be mailed to the last known address.

# ARTICLE 15

## EMPLOYEE OBSERVATION/EVALUATION PROCEDURES

### A. General

1. The purpose of an effective teacher development and evaluation system is to inform, instruct and improve teaching and learning; to provide educators with meaningful feedback on areas of strength and where improvement is needed; and to ensure fair and evidence-based employment decisions. The evaluation system must strengthen the unit members' knowledge, their skills and their practices, and the goal of any teacher evaluation system should be to improve student learning. An effective evaluation system must include both formative and summative indicators integrated with quality professional development and the necessary resources and support for teachers to improve their practice and enhance student learning.

Professional development opportunities should be embedded throughout a member's evaluation system to support their growth and advancement. Professional development is a major function of a school and district, and is most effective when designed as a system that supports school and district goals. High levels of member involvement in both the planning and implementation phases increase teacher and principal satisfaction with the quality of their professional development.

2. Bargaining Unit members are to be formally evaluated based on the following schedule (based on their years of certificated experience with CVUSD):

Years one (1), two (2), three (3), four (4), six (6), eight (8), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) and every five years afterward.

Temporary unit members are to be evaluated annually.

"In accordance with Education Code § 44664 (a)(3), unit members shall be evaluated once every five years, provided the following conditions are met:

- a. The unit member has been employed by the District for at least ten years;
- b. The unit member is considered "highly qualified" within the meaning of the "No Child Left Behind Act of 2001" (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801;
- c. The unit member's previous evaluation rated the employee as meeting or exceeding standards; and
- d. The administrator and the unit member agree to such an evaluation schedule. The unit member or the administrator may withdraw consent for this extended evaluation schedule at any time."

3. Bargaining Unit members are formally observed every school year. At the elementary level, the site administrator will complete the observation and at the secondary level, the department chairperson or site administrator will complete the observation. In the case of the department chairpersons, they shall submit a written observation report to the principal after discussing the observation with the teacher. Both the teacher and the department chairperson shall sign the observation report and retain copies. Site administrators who perform the annual observation shall discuss the observation with the teacher and retain copies.
4. In the case of personnel organizationally located in the District Office, but who operate at more than one (1) school, the principals or their designees shall submit written observation reports to the appropriate Assistant Superintendent or Director in the same manner as department chairpersons submit them to the principal. If there are multiple administrators, the administrators will decide which one will complete the evaluation process.
5. Evaluation reports shall be prepared by the principal or assistant principal or dean (or immediate supervisor in the case of the District Office). Both the teacher and the person preparing the evaluation shall sign the evaluation report and retain copies. The teacher may file a rebuttal of the evaluation to be attached hereto.

B. Evaluation Calendar/Selection of Standards

1. The principal (or immediate supervisor in the case of the District Office) is responsible for informing the staff of the evaluation procedures during the first two weeks of their evaluation year. Notification may be given through either written memo or email.
2. Between the third week of school and the seventh week of school, the administrator and bargaining unit members will meet to select the required number of Standards from the CSTPs that will be evaluated in the course of the evaluation process.
  - a. When agreement on standards cannot be attained, a third party shall be designated to resolve the issue.
  - b. The District and UACT President shall mutually select a District administrator to serve as the third party.
  - c. The decision of the third party will be final.
3. For a bargaining unit member in probationary or temporary status, all standards and key elements will be selected for the focus of the evaluation.
4. The administrator and the bargaining unit members in permanent status shall select three (3) standards upon which the evaluation will be based. The standards shall be selected as follows:

- One standard selected by the bargaining unit member
  - One standard selected by the administrator
  - One standard selected jointly by the bargaining unit member and the administrator
5. During the Standards and Key Elements meeting, the bargaining unit member being evaluated will discuss with the administrator specific teaching strategies/techniques and evidence that will be used to measure success within the standards selected.
  6. At the time of the Standard and Key Elements meeting or within five (5) working days following the standards meeting, the administrator shall complete and provide a copy of the Standards and Key Elements form to the bargaining unit member being evaluated for his or her signature. The Standards and Key Elements form will consist of, but is not limited to, the specific teaching strategies discussed and the evidence that will be used to measure success within the standard(s).
  7. If necessary, the administrator and bargaining unit member shall provide notice of a change in the standard(s) being evaluated to the bargaining unit member thirty (30) working days prior to completing a formal observation on the modified areas.
    - a. A conference will be held to review and to revise the standard(s) whenever course or grade assignments are changed. At the option of either the administrator or the bargaining unit member, additional conferences will be held to review the standards, but these shall be limited to not more than one (1) conference per quarter/trimester except where, in the opinion of the principal (or immediate supervisor in the case of the District Office), extenuating circumstances dictate the advisability of the additional conferences.
    - b. The unit member or administrator may only change the standard that he/she selected.
    - c. No changes may be made to the selected standards after December 1.

#### C. Observation and Evaluation

1. The basic purpose of the evaluation process is to:
  - Identify and document successful completion of chosen standards.
  - Provide timely and meaningful feedback to unit members so that standards evaluated as “developing” or “unsatisfactory” can be remedied.
  - Provide a reasonable time frame for “developing” or “unsatisfactory” standards to be addressed.
  - Provide documentation of support for areas needing improvement.
  - Formal observations shall last for not less than twenty (20) minutes, but ideally should last thirty (30) to forty (40) minutes and



shall be followed by a conference in which the administrator and the bargaining unit member review the observation and what is to be incorporated into the written observation summary.

Except in the case of extraordinary circumstances, by March first (1st) all members of the unit will have received a written report of at least one (1) formal classroom observation from an administrator (or his/her designee). This observation report shall be based on a classroom observation of approximately twenty (20) minutes or more in length. Administrators are encouraged to do informal observations at any time.

An observation report will be written for each formal observation. A conference will be held for each formal observation for the purpose of discussing the details therein. The observation report(s) shall become part of the basis for preparation of the unit member's formal evaluation.

#### D. Probationary/Temporary Unit Members

1. Probationary/Temporary unit members shall be formally observed at least two (2) times and evaluated at least one (1) time during a school year. At least the first formal observation shall be scheduled, any subsequent observation(s) do(es) not need to be announced.
2. Throughout the school year, as determined by the principal (or immediate supervisor in the case of the District Office), formal observations and visitations/walk-throughs may be made by the administrator.

#### E. Permanent Bargaining Unit Members

1. Permanent bargaining unit members shall be formally observed and evaluated at least one time during the school year for which the bargaining unit member is identified to be evaluated. The administrator may conduct more observations prior to the final evaluation if the need arises.
2. Administrators may choose to formally observe and evaluate any member before their next scheduled formal observation and evaluation. Procedures outlined within this Article shall apply.
3. Throughout the school year, as determined by the principal (or immediate supervisor in the case of the District Office), formal observation and visitations/walk-throughs may be made by the administrator.
4. In the event that the administrator deems the bargaining unit member is "developing" or is "unsatisfactory" in his/her performance, the administrator will so indicate in a written statement on the observation/evaluation form, listing suggestions for improvement.
  - a. The administrator shall confer with the bargaining unit member, making specific recommendations as to areas of improvement, and endeavor to assist him/her with developing strategies and/or resources to address those specific recommendations.

- b. Additional observations and review conferences may be conducted as necessary. Review conferences shall be held at a time mutually agreed upon between the bargaining unit member and the administrator.
5. Unless referred to or voluntarily accepted into Peer Assistance and Review (PAR), a bargaining unit member who has received an overall rating of “developing” or “unsatisfactory” shall have an annual evaluation until the evaluation is no longer overall “developing” or “unsatisfactory.”
  - a. An “unsatisfactory” or “developing” evaluation shall be one in which a majority of Key Elements are marked as “unsatisfactory” or “developing.”

#### F. Evaluation Process

1. The evaluation shall focus on progress towards meeting the selected standards.
  - In preparing the final evaluation document, the administrator shall rely exclusively upon the following: Data collected through the actual formal and informal classroom observations/walk-throughs of the bargaining unit member’s performance.
  - The discussions in observation and evaluation conference(s).
2. An observation report will be written for each formal observation. A conference will be held for each formal observation within ten days of the observation for the purpose of discussing the details therein. The observation report(s) shall become part of the basis for preparation of the unit member’s formal evaluation.

The bargaining unit member shall have the opportunity to respond in writing to any area:

- The response must be filed within ten (10) days of the written evaluation and shall become a permanent attachment to the copy of the evaluation in the bargaining unit member’s file.
  - After receiving a copy of the bargaining unit member’s response, the administrator may elect to modify or correct the evaluation document before it is placed in the bargaining unit member’s personnel file. The bargaining unit member shall be given a copy of any modification or correction made by the administrator.
3. At least one (1) formal, written evaluation and conference will be completed no later than thirty (30) days before the last instructional day of each school year for those unit members of the unit who are being evaluated, with a copy of such written evaluation filed in the office of the Assistant Superintendent, Human Resources.
  4. Should any mechanical or electronic listening or recording device be brought into a classroom without the knowledge and written consent of the teacher, the results of such device may not be taken into consideration in the evaluation of the teacher.

## G. Development Plan

1. If the bargaining unit member receives an overall rating of “developing” in the written evaluation document, a Site-Level Development Plan document must be completed during the evaluation conference or a follow-up evaluation conference.
2. The Site-Level Development Plan document must set out the following:
  - Specific evidence of areas for development should be based on walkthroughs, observations and other types of feedback or communication of the bargaining unit member’s lack of progress toward the standard.
  - Specific recommendations for improvement.
  - School/District assistance to be provided for implementing such recommendations.
  - Time schedule for monitoring progress toward meeting the standard.
  - Mechanism for communicating progress to the bargaining unit member.
  - The bargaining unit member may also request to participate in volunteer Peer Assistance and Review (PAR) process for additional support.
3. Where an evaluation results in a Site-Level Development Plan document, the administrator shall take meaningful action to assist the unit member in correcting any cited deficiencies.
4. At the time of the evaluation conference for a bargaining unit member who receives an overall “Unsatisfactory” final evaluation, she/he must be informed in writing by the administrator that the bargaining unit member must participate in involuntary Peer Assistance and Review (PAR) Process the following school year. (Please see Appendix 34, for more information).
5. Except in the case of extraordinary circumstances, by March first (1st), all unit members will have received a written report of at least one (1) formal classroom observation from the administrator (or his/her designee) assigned to the unit member’s evaluation. For the purpose of evaluation, at least one (1) such observation report shall be based on a classroom observation of approximately twenty (20) minutes or more in length.

## H. Department Chairpersons’ Responsibilities Relating to Unit Member Observation

1. If a department chairperson is required to observe the unit members’ performance in his/her department and to be available for consultation

regarding recommendations for employment and reassignment, release time for these purposes will be provided.

- I. The parties agree to form an Evaluation Sub-Committee, if agreements cannot be made at the table between the District and the Association, in order to study and draft observation and evaluation forms for consideration and possible recommendation.
- J. No unit member other than the department chairs, New Induction/CiPar support providers, or New Induction/CiPar Trust Board members shall be part of the formal observation process of other unit members
- K. No unit members shall be part of the formal observation/evaluation of classified employees.

## **ARTICLE 16 INFORMAL RESOLUTION OF PROBLEMS**

At the earliest recognition of a problem or complaint pertaining to an employee's working conditions, employees and/or administrators are urged to informally discuss such problem or complaint with the affected party(ies).

## **ARTICLE 17 GRIEVANCES**

### **A. Definitions**

- 1. A "grievance" is an allegation of a violation or misinterpretation of the terms of this Contract, except however, where the terms of the Contract repeat the substance of a comparable provision in statutory law or governmental regulation pertaining to employment discrimination matters, and the law provides for an administrative appeals procedure in connection therewith, such alleged violation of the Contract is not subject to this procedure.
- 2. A "grievant" is the person or persons, including the Association, making the claim.
- 3. For the purpose of a grievance, a "day" is any day the District Office is open for business between August 1 and June 30.
- 4. Upon mutual agreement between the parties involved the timelines may be extended.

### **B. Purpose**

- 1. The purpose of these procedures are to settle grievances at the lowest possible administrative level.
- 2. Nothing contained herein will be construed as limiting the right of any teacher having a complaint to discuss the matter informally with the appropriate administrator. The complaint may be adjusted without the intervention of the Association, provided that the adjustment is not

inconsistent with the terms of the Contract, and if it pertains to a matter covered by the Contract, that the Association has been given an opportunity to state its views.

### C. Grievance Procedures

1. Both parties agree that grievance proceedings will be kept as confidential as possible.
2. The grievance shall be presented on a form agreed to by both parties and shall set forth the facts and circumstances forming the basis for the claim, the provision(s) of the Contract allegedly violated, the remedy sought, and shall be signed by the grievant. It is the responsibility of the grievant to provide a copy to the Association. It is the responsibility of the supervisor to provide a copy to the designated manager. A copy of the UACT Grievance Submittal Form is available from the Human Resources Department. The electronic grievance form is also available upon request.
3. Forms for filing and resolution of grievances, serving notices, taking appeals, making report and recommendations, and other necessary documents, will be made available by the District. The cost of preparing such forms shall be borne by the District.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a grievance file. Such file, established and maintained by the District, shall be accessible to the Association for purposes of processing grievances.
5. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal (or immediate supervisor in the case of the District Office), the grievant shall submit such grievance in writing to the next level of supervision.
6. No unit member shall be retaliated against for filing a grievance.

### D. Informal Level

Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with their immediate supervisor within ten (10) days of the time an alleged grievance occurs. The grievant is entitled to UACT representation during this meeting.

### E. Level One

1. Within fifteen (15) days of the time an alleged grievance occurs, the grievant will file the grievance in writing with his/her immediate supervisor.
2. Within ten (10) days after receiving the grievance, the principal (or immediate supervisor in the case of the District Office) shall respond and indicate his/her proposed resolution. If such response is not initiated within such number of days, the grievance will be advanced to Level Two.

If the grievant does not concur with the resolution proposed at Level One, such grievant may, within five (5) days of receipt of the supervisor's response, forward the grievance to the next level.

F. Level Two

1. The Assistant Superintendent of Human Resources, shall within fifteen (15) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.
2. The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

G. Level Three

1. The Superintendent, or his/her designee, shall within ten (10) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.
2. The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

H. Level Four

1. If the Association believes that there has been error on the part of the Superintendent, or his/her designee, it may, by written notice to the Superintendent within fifteen (15) days of his/her response, refer the grievance to mutually agreed-upon mediation or if there is no mutual agreement, arbitration. If any question rises as to the ability to arbitrate the grievance, such questions will, prior to the consideration of the issue, be ruled upon by the arbitrator. The parties, that is the Association and the District, shall select an arbitrator. Should they be unable to agree within five (5) days of the receipt of request for arbitration, they shall select the arbitrator from a list of five (5) persons provided by the California State Conciliation Service.
2. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the parties and will be final and binding upon them.
3. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. Other costs will be borne by the party incurring them.

I. Appearance and Representation

1. A member of the unit may be represented at all stages of the grievance procedure prior to Level Three by himself/herself, or, at his/her option, by a representative selected by himself/herself. If the unit

member plans on bringing a representative to a meeting covered by this procedure, he/she shall notify the supervisor/administrator with whom he/she plans to meet of such representative as far in advance of the meeting as reasonably possible. If a member of the unit is not represented by the Association, the Association shall be informed of all hearings and shall have the right to be present and to state its views at all stages of the grievance procedure.

2. The Association shall designate one (1) representative for the processing of grievances pursuant to Government Code 3543.1. This representative will be in addition to the grievant, who shall also receive such release time.
3. The parties agree that no reprisals of any kind for such involvement will be taken by either party or by any member, employee, agent, or affiliate of either party against any person involved in a grievance.
4. Hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, to be present. Such hearings shall be conducted, if at all possible, when they will not interfere with the regular instruction of students, unless there is mutual agreement for other arrangements.
5. Pursuant to these procedures, any member of the unit required under such mutual agreement to be absent from his/her duties shall not suffer any loss of pay.

#### J. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the time limits are specified at each level, and every effort should be made to adhere to such limits. The time limits may, however, be extended by mutual agreement.
2. A decision rendered at any step in these procedures becomes final and the grievance deemed resolved unless appealed to the next level within the time limit specified.

## **ARTICLE 18 DISCIPLINARY ACTION**

- A. The following statement is to further delineate the process to be followed in cases where unit members are identified with a problem of unacceptable behavior.

The employment status of each unit member is conditional upon reasonable standards of personal conduct and job performance. Failure to meet such standards may provide the basis for appropriate progressive discipline.

The District retains the right to discipline unit members for just cause. If appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps shall ordinarily be utilized; however, the process may be initiated at any level if, in the opinion of the

supervisor, such action is warranted.

1. Identification of problem and verbal reprimand, if appropriate.
2. Written warning not placed in personnel file.
3. Written reprimand in personnel file with notice of future possibility of appropriate progressive discipline.
4. A meeting with the Assistant Superintendent of Human Resources to address concerns.
5. Further appropriate progressive discipline, which may include, but is not necessarily limited to, suspension without pay for a period as specified in the Education Code.

Whenever a supervisor/administrator requests to meet with a unit member, the supervisor/administrator shall inform the unit member of the nature of the meeting. A unit member, who reasonably believes that a meeting with his/her supervisor may result in disciplinary action, has a right to UACT representation at the meeting. If a unit member requests a UACT representative accompany him/her to the meeting, the unit member shall notify the supervisor/administrator of such representation as far in advance as reasonably possible. The meeting shall be scheduled at a time that works for all parties, including the UACT representative. Unless in emergency situations, a disciplinary meeting should not be scheduled within 24 hours prior to the notice of the meeting, but should take place no later than 48 hours after notification.

- B. No unit member shall be suspended without pay for disciplinary (punitive) reason without just cause and, in appropriate cases, the utilization of progressive discipline. Except in emergencies, or as expressly authorized by law, such disciplinary actions shall not be put in effect until the employee has received written notice advising of the proposed action, the reason(s) therefore, the facts giving rise thereto, the proposed effective date, advising that the employee shall have access to written materials that forms a basis for the proposed action, and until the employee shall have had the opportunity to respond to the Assistant Superintendent, Human Resources, orally or in writing by a date specified in such notice. If the proposed action or some modified action is then implemented, the employee may then appeal such action directly to binding arbitration under Article 17 of this Agreement.

Grounds for such suspension, subject to a finding of just cause and utilization of progressive discipline, where appropriate, shall include the grounds set forth in Education Codes 44932 and 44933, violation of this Agreement or violation of District policies and procedures.

- C. This Article is negotiated pursuant to Government Code Section 3543.2 and does not apply to probationary or temporary employees



## **ARTICLE 19 SAFETY IN WORK**

- A. It is the obligation of the District to provide safe working conditions for members of the unit and to correct verified unsafe working conditions in a timely manner. It is the obligation of each member of the unit to work in a safe manner and one that does not create hazards.
- B. If the safety of a unit member or students is threatened by a real and present danger, a teacher may use reasonable force as necessary, and to the extent authorized by law, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

Unit members shall immediately report incidents of battery or instances as referred to above in connection with their employment to their principal (or other immediate supervisor in the case of the District Office).

The District will carry worker's compensation insurance to provide protection for members of the unit battered/injured while in the course and scope of carrying out their assigned duties.

- C. Pursuant to law the District shall inform the unit member of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the divisions, except subdivision (h), of Education Code Section 48900 or in Sections 8900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The District shall provide the information to the teacher based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

## **ARTICLE 20 PHYSICAL EXAMINATIONS**

The District shall have the right to require a physician's certificate in the event of an employee's illness or a health examination to determine health and/or continued fitness for employment, as well as health examinations required for tuberculosis every four (4) years. Both examinations, when required by the District, shall be paid for by the District.

## **ARTICLE 21 TRANSFERS**

- A. General Provisions
  - 1. Posting of Transfer Opportunities/Vacancies
    - a. The Human Resources Department shall notify all bargaining unit members via the District's email server and post on the Certificated Human Resources webpage:

<http://www.conejousd.org/Departments/Human-Resources/Certificated-HR>

of all openings/vacancies as they become available. The email shall contain the school site, subject/grade level, FTE and closing date for the submission of transfer. The posting shall remain open for at least five (5) work days. Request for transfer forms must be submitted by the unit member to the Human Resources Department, by 4:00 p.m. on the closing date noted in the announcement. The Human Resources Department will make every effort to post all openings/vacancies on a Monday and close at 4:00 p.m. on the following Monday.

- b. For openings/vacancies that occur during the summer recess period, the Human Resources Department shall send to all bargaining unit members via the District's email server and place on the Human Resources webpage, a list of all openings/vacancies as they occur. Positions posted during this period of time will be posted for five days for both transfer requests and outside candidates. Current probationary or permanent teachers will be interviewed and considered prior to any outside applicants being interviewed.
- c. No opening/vacancy can be filled until after the closing date and all interested bargaining unit members are interviewed.

## 2. Voluntary Transfer

- a. A voluntary transfer is the movement of a probationary or permanent bargaining unit member from one work location to another work location. The transfer may include a change in grade and/or subject area as long as the move involves changing work sites.
- b. Only probationary or permanent unit members who hold the appropriate credential and/or authorization at the time of the posting, will be granted an interview. However, a unit member in the process of gaining the appropriate credential and/or authorization may be granted an interview with the approval of the Assistant Superintendent of Human Resources. Unit members identified as temporary may not apply for transfer.
- c. Upon request, a probationary or permanent unit member in a special education program assignment who holds another general education teaching credential, shall be eligible for a voluntary transfer out of the special education program.

## 3. Transfer Process

- a. The bargaining unit member must complete and submit a transfer request form to [transfer@conejousd.org](mailto:transfer@conejousd.org) for each position posted that the member is interested in interviewing for. The transfer request form must be submitted on or before the closing time and date.
- b. The bargaining unit member will receive an automated return email from the [transfer@conejousd.org](mailto:transfer@conejousd.org), confirming that the Transfer Request Form was received.
- c. Once the position closes and the Human Resources Department

determines whether or not the unit member is eligible for transfer as requested, the Human Resources Department will provide the site principal and/or district-level administrator a list of all eligible candidates and their email addresses in order to set-up an interview. The bargaining unit member may also contact the site administrator, after the closing date, to set up an interview date and time.

- d. The following factors shall be utilized in priority order to determine which unit member receives an interview for a voluntary transfer to fill a vacancy/opening:
  - i. The unit member has the correct credential or authorization to teach in the position as posted on the vacancy list, or is approved by the Human Resources Department to apply due to enrollment in the appropriate credential/authorization program.
  - ii. The Human Resources Department received the transfer request form prior to the closing date.
  - iii. If a unit member's request for a voluntary transfer request is denied, the Human Resources Department shall notify the unit member by email. Upon request, the bargaining unit member shall receive a written response for the denial of the transfer from the Assistant Superintendent of Human Resources within five (5) working days of such request.
  - iv. A request for transfer may be withdrawn by the unit member by sending an email to the Human Resources Department at any time prior to official notification or transfer approval.
  - v. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
  - vi. Filing of a transfer request form is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.
  - vii. In cases where no selection is made, openings/vacancies shall be posted for external candidates. Once the postings are placed on TalentEd and EdJoin for outside applicants, current probationary or permanent bargaining unit members may still submit a request to transfer form in until the closing date listed on the vacancy. In this particular situation, the bargaining unit members would still be granted an interview, but would not hold the timeline in interviewing outside candidates. Both current probationary and permanent bargaining unit members and outside applicants could possibly interview simultaneously.
4. Temporary unit members with a positive evaluation will need to apply for the position they were previously employed in (or currently are employed in) on TalentEd and will be granted an interview at their most recent place of employment with external candidates.
5. An involuntary transfer is any administratively-initiated transfer.

6. As soon as practical and, under normal circumstances, not later than the first (1st) Friday of June, each member of the unit already in the District and known returnees from maternity or sabbatical leaves shall receive written notification of the school to which he/she is assigned for the ensuing year. In the event of a change after this notification (e.g., death, resignation, leave of absence, unanticipated change in enrollment or other necessity), assignment may be changed consistent with the procedures within this Agreement. The member to be affected shall be sent immediate written notice of the pending change.
    - a. Members of the unit returning from sabbatical or maternity leave shall be subject to the same regulations as a returning teacher who had not taken leave and could be subject to involuntary transfer.
  7. Filling of a vacant position in a school (or equivalent location in the case of the District Office) shall be made in the following order:
    - a. administration-initiated transfers
    - b. employee-initiated transfers and those returning from leaves
    - c. new employees (including temporary teachers)
  8. When a member of the unit is transferred or moved from one site to another, the District shall supply boxes and transport materials to the new site, in accordance with District procedures.
- B. Transfers Required by Reason of Reduction in Enrollment or School Closure
1. Notice of a need for transfer required by reason of declining enrollment or school closure shall be given to teachers at the affected site as soon as practicable and before any individual is considered for this type of transfer. This type of transfer shall involve volunteers if they are available. Reasonable means shall be used to secure volunteers before identifying those to be involuntarily transferred under this type of transfer.
  2. When a reduction in enrollment necessitates a decrease in the staff of a school, the District shall consider the following facts when making involuntary transfers:
    - a. appropriate credential, including CLAD or equivalent authorization;
    - b. major and minor fields of study as they relate to the assignment
    - c. previous experience in the grade or subject area
    - d. skills authorization(s) and/or degrees related to the assignment.

If the above factors are substantially equal, then the unit member with the least service to the District shall be transferred.
  3. After the internal staffing pattern has been established, if a decrease in the enrollment occurs at the school (or such decrease affects personnel attached to the District Office), the person affected shall be

considered an involuntarily transferred person by reason of reduction in enrollment and shall be placed prior to members of the unit seeking an employee-initiated transfer.

4. Final transfer or reassignment of a member of the unit shall not be consummated prior to a personal oral or written communication from the Assistant Superintendent, Human Resources, to the employee being transferred.
5. Any member involuntarily transferred as a result of this provision shall either be paid two (2) days of their daily rate, or provided with two (2) release days in order to facilitate the move at the discretion of the Assistant Superintendent of Human Resources.

C. Administration-Initiated Transfer

The District reserves the right to transfer members of the unit for just cause. Prior to any involuntary transfer, the unit member must be notified in writing of concerns about the cause for the transfer and be given an opportunity to improve if discipline is the reason for the transfer. Any unit member being involuntarily transferred shall be notified of their right to UACT representation. In the case of a contested administration-initiated transfer, the Assistant Superintendent, Human Resources, will provide the unit member with written reasons delineating the basis for the transfer. The unit member's exercise of his/her right of free speech as long as it is not malicious, libelous, slanderous, or threatening shall not be a reason for administrative transfer. A unit member shall not be involuntarily transferred for arbitrary or capricious reasons nor for participating in protected Association activities. Any member transferred as a result of this provision shall either be paid two (2) days of their daily rate, or provided with two (2) release days in order to facilitate the move at the discretion of the Assistant Superintendent of Human Resources.

D. Reassignment Elementary

In the event that there is an open position at an elementary school, the principal shall notify and consider current staff that have expressed an interest in the position. If a unit member is denied the position requested, the unit member may request to meet with the site administrator and be provided feedback.

## **ARTICLE 22 ASSIGNMENTS**

- A. By May 15, principals must seek input from their staff on potential staffing changes or issues. Principals, department chairpersons, or other responsible administrators shall, prior to the end of May, discuss and consider input (ie. GoogleDocs, conversations, forms, staff meetings, etc.) received from their staff for staffing schools or programs for the ensuing school year. The input shall be by school, primary and upper elementary grade levels, program, department or other reasonable staff grouping. The proposed staffing pattern for the coming school year will be based on the known information. Thereafter, staff members shall be given an

opportunity to request a change from their present assignment within that school or unit. The principal shall then make the necessary assignments. It is understood that the placement of unit members into an assignment will be within that member's credential and authorization.

- B. Effort will be made so that class assignments for teachers at a comprehensive secondary site will be arranged so that no more than three (3) preparations will be required except in such departments that have traditionally been multi-preparation departments. For purposes of this provision, preparation means different course of study and different text curriculum. In the event a fourth preparation is required, every effort shall be made to ensure that a unit member does not have a fourth preparation in consecutive years.
- C. Prior to April 30, teachers on leave will be put on individual notice of the opportunity to provide input regarding their return assignments.
- D. Not later than ten (10) school days before the end of the school year, each member of a school staff shall receive notification of his/her tentative assignment for the ensuing year. Upon request of the unit member, this tentative assignment will be put in written form. Staff members will be notified of any changes from such tentative assignments in writing.
- E. Whenever possible, unit members shall be notified of the paraprofessional(s) they will be working with in the subsequent school year.
- F. The principal, or other responsible administrator, shall discuss and explain the reasons for an assignment when so requested by a staff member.
- G. The parties recognize that the number of classrooms is limited; however, whenever practicable, the District will assign each full-time unit member their own workspace.
- H. Combination Class Rotation

In the event that a combination class is necessary at a school site the principal shall follow this process for determining the teacher who will teach the class:

1. The principal shall seek and select volunteers first;
2. If no volunteers are available the combination class shall be assigned to teachers on a rotating basis until all teachers on a staff have been a combination class teacher once prior to one teacher being assigned a combination class for a second time. The intent of this provision is to have a distribution of the combination classes made amongst a staff so that no one employee is tasked with having to take on the additional work load of a combination class.
3. If a teacher feels that a combination class has been unfairly assigned he/she may appeal to the principal in writing. If the teacher is not satisfied with the answer of the principal he/she may appeal to the director of elementary education for a final decision.

## **ARTICLE 23**

### **GENERAL PROVISIONS**

- A. Certificated employees who have earned a doctorate will be compensated an additional eight hundred seventy-eight dollars (\$878) each year.
- B. Additional compensation for in-service/staff development activities that occur outside the contractual workday is determined pursuant to Article 27, Section B.
- C. Teacher travel reimbursement will be at the maximum IRS rate, and no assignment will require a member of the unit to travel more than twenty-five (25) miles per day between assigned schools.
- D. Unit members who travel between two (2) schools on a daily basis shall receive a monthly stipend of one hundred dollars (\$100) in addition to the travel reimbursement aforementioned in Section C above. These teachers shall be assigned the same number of class assignments as those teachers who are assigned to only one (1) school provided, however, that the required on-site hours of traveling teachers shall not exceed the required on-site hours of other District personnel assigned to only one (1) site.
- E. Teachers who earn teacher National Board Certification, and provide the District with verification of the teacher Certification, will receive a one-time stipend of two thousand dollars (\$2,000).
- F. The UACT President shall be released from teaching duties on a part or full-time basis at the discretion of UACT. UACT shall reimburse the District for the cost of the salary, mandatory and health benefits of the replacement teacher at Column II-Step 1 of the teacher salary schedule. If the UACT President returns to classroom teaching following the first or second year of service as President, they will be returned to the school and assignment held prior to the term of service. Following more than two years of service as UACT President, he or she shall be treated as other unit members returning from long-term leave.
- G. Unit members on the district grade appeal panel shall be selected by UACT and will be paid their hourly rate for the grade appeal meeting(s).

## **ARTICLE 24**

### **SALARY**

- A. Paychecks - Each employee shall have the option of receiving his/her salary checks on an eleven (11) or twelve (12)-month basis.
- B. Anniversary Increments

All members of the unit who progress through the salary schedule to the final step of their columns upon reaching their nineteenth (19th) year of service as a teacher in this District, but including the number of years, not to exceed ten (10) (or twelve (12) pursuant to Section 24-C.3.a.), for which they were given credit for placement on the salary schedule at the time of their employment, shall receive a longevity step as indicated on

the salary schedule. Additional longevity steps shall be given, under the same conditions, upon reaching the twenty-fourth (24th) and twenty-ninth (29th) years of service. Years of service towards longevity will include each year during which the member of the unit has worked at least seventy-five percent (75%) of the year and includes all time during which the member was on sabbatical or other paid leave, but no time during which they were on unpaid leave.

C. Placement on the Salary Schedule:

1. Newly employed unit members, including trainees, who do not hold a preliminary/clear California credential shall be placed in Column I.
2. Currently employed unit members who do not hold preliminary/clear California credentials shall be placed in Column I.
3. Public Agency/Private School Experience
  - a. At the time of initial employment in the District, up to ten (10) years of credit shall be granted for previous credentialed experience in a public agency or district, and the individual placed on the schedule at the appropriate step, but thereafter no step movement shall be made except one (1) step annually for those members of the unit who have been on duty for at least seventy-five percent (75%) of the work year. Notwithstanding the above, the District may grant up to 12 years prior experience for any hard-to-fill positions.
  - b. At the time of initial employment in the District, up to five (5) years, or seven (7) years for hard-to-fill positions, of credit shall be granted for previous K-12 private school teaching experience while holding a valid state-issued K-12 credential. The individual will be placed on the schedule at the appropriate step after official verification from the prior school and/or school district(s) has been submitted to the Assistant Superintendent, Human Resources. Thereafter, no step movement shall be made except one (1) step annually for those members of the unit who have been on duty for at least seventy-five percent (75%) of the work year.

D. Advancement on the Salary Schedule:

1. If a member of the unit has met the criteria to advance on the salary schedule and such member has completed and submitted the "Declaration of Intent" District form to the Assistant Superintendent, Human Resources, The "Declaration of Intent" District form must be received by the Human Resources Department not later than September first (1st) of his/her intention to meet such criteria, a change of salary status will be given to such member at the higher salary, providing that all course work for the additional credits and/or application for a clear credential is completed on or before September first (1st) and official verification is received in the District Office on or before October first (1st).
2. To receive credit for a year of experience, a certificated employee



must have taught for at least seventy-five percent (75%) of the work year.

3. Tandem and other part-time teachers shall receive pro-rata experience credit towards advancement on the salary schedule. Such step advancement shall take place at such time as his/her FTE percentage equals one hundred percent (100%) or more (e.g. if a teacher teaches forty percent [40%] in year one [1], forty percent [40%] in year two [2], and forty percent [40%] in year three [3], he/she will not move on the schedule until the third [3rd] year). Current part-time teachers whose past advancements on the salary schedule have exceeded the step movements so authorized, shall nevertheless remain at their current steps until such past advancements have been earned in accordance with the requirements of this paragraph. (So as to prevent backward placement of current teachers who return to full-time teaching assignments.)
4. Units for advancement on the salary schedule shall be upper division or graduate level. These units shall be obtained after the earning of the degree or as provided in 5, 6 or 7 below.
5. Notwithstanding Section 4 above, lower division units acquired after the B.A. but necessary to secure a specific credential, course to enhance knowledge of content needed for current teaching assignment or for additional credentials or certificates may be granted salary unit credit when given prior approval by the Assistant Superintendent of Human Resources. Quarter units shall be counted as 2/3 of a semester unit.
6. Professional Development or Continuing Education Units in the following categories may be granted credit for advancement on the salary schedule when given prior approval by the Assistant Superintendent of Human Resources. Course description must be submitted with request for prior approval. If the course is not assigned traditional course credit, units of salary advancement may be accrued at the rate of one (1) unit for each fifteen (15) hours assigned. Quarter units shall be counted as 2/3 of a semester unit.
  - a. Methods - examples include, but are not limited to, courses in differentiated instruction, GATE, ELD, reading instruction, hands-on activities, and/or explorations.
  - b. Integrating Technology
  - c. Classroom Management
7. A total cumulative maximum of eight (8) units of salary credit may be accrued at the rate of one (1) unit for each fifteen (15) hours assigned, other than college and university credits, which hours are spent outside the working day (which does not mean the instructional day) for assignments during non-paid status, with the prior approval of the Assistant Superintendent, Human Resources, in the following manner:
  - a. In-District workshops or workshops sponsored by any County Office of Education.

- b. District committees relating to development of educational programs or courses.
8. No certificated employee may advance further than Step 9 in Column I until he/she has met the requirements of Columns II, III, IV, or V at which time the employee shall advance to Step 10 of the appropriate column.

## ARTICLE 25 LEADERSHIP ASSIGNMENTS

The Department Chairperson and Elementary Team Leaders are annual assignments and are selected by the site administration after posting and interviewing for the position. The unit member selected will spend a majority of their day teaching within the department/grade level they are chosen to lead unless otherwise agreed by the majority vote of the members of the department. The purpose of Department Chairpersons/Team Leaders is to assist the principal in providing leadership and in developing and implementing the instructional programs of the District. The additional compensation set forth below will increase by the same (across the board) percentage increases given to UACT member salary schedules pursuant to Article 24.

Each secondary teacher will be assigned to a department. If a teacher's assignment is in more than one department, his/her assigned department will be the one in which the teacher spends the majority of time. If the time between two schools/departments is equal, then the assigned department will be the one in which the teacher is evaluated.

Whenever possible, teachers chosen for school leadership positions (e.g., Department Chairs, Team Leaders, T.I.C.), will be permanent faculty.

# of Persons supervised in addition to Chair	Non-Teaching Period	Additional Annual Stipend 1-3 yrs. experience	Additional Annual Stipend 4-6 yrs. experience	Additional Annual Stipend 7+ yrs. experience
1-2	None	\$1,864	\$2,003	\$2,204
3-4	None	\$2,268	\$2,440	\$2,683
5-10	1	\$2,794	\$3,004	\$3,303
11-14	1	\$3,731	\$4,011	\$4,412
15 or more	1	\$4,009	\$4,310	\$4,740
Conejo Valley High School			\$ 932	

**Elementary (unit member may hold Team Leader and TIC positions simultaneously):**

**Primary Grade Team Leader** - an annual stipend of \$1,843

**Upper Grade Team Leader** - an annual stipend of \$1,843

**Elementary Teacher In Charge (TIC)** - an annual stipend of \$1,843

The Department Chairperson/Team Leader will be responsible for:

**A. Curriculum Implementation**

1. By monitoring that the District's adopted curriculum and instructional materials are being effectively and consistently implemented, the Department Chairperson/Team Leader will:
  - a. monitor that the District's adopted instructional materials are being used;
  - b. monitor that the course of study is being followed;
  - c. monitor the District's curriculum and curricular priorities;
  - d. have an understanding of the Model Curriculum Standards and State Quality Criteria and will review them with the teachers in his/her department; and,
  - e. support an exchange of ideas within the department/grade level for the purpose of improving classroom methods.
2. By holding at least one (1) department/grade level meeting in the early fall of each year to review the expectations for implementing the District curriculum.

**B. Curriculum Development**

1. By participating in the development and/or implementation of the District's curriculum. This will include participation in articulation committees, the local curriculum committee, the Secondary Curriculum Advisory Committee (SCAC), and other committees.
2. By participating in extra duty assignments; e.g., summer curriculum task forces, course outline development committee, etc.
3. By providing leadership in implementing the District's curriculum, recognizing the needs and interests of the site.

**C. Teacher Observations (Department Chairs only) and Assistance**

1. By observing, visiting and conferencing with the teachers in his/her department according to the following schedule:
  - a. There must be at least one (1) observation, which will include a complete written observation report.
  - b. The Department Chairperson will be responsible for keeping a record (teacher and date) of the visitations made in his/her department. The Department Chairperson will submit a copy of the record to the principal at the end of the year.

- c. The focus of the observation(s) and visitation(s) will be on the strategies for implementation of the curriculum.
- d. All new teachers or teachers new to a subject area or grade level shall have four (4) observation or visitation conferences. One (1) of these each semester shall be written.

### **High School and Middle School**

Department Size	Minimum Number of Observations, Visitations, Conferences*
1-4 teachers	1 per teacher
5-10 teachers	1 per teacher (20 per chair)
11 or more teachers	1 per teacher (30 per chair)

\*The District will provide substitute release time for required observations that cannot be conducted during non-instructional periods.

- 2. By offering additional assistance to teachers.
- D. Teacher selection and teacher assignments by consulting and advising the principal. The Department Chairperson/Team Leaders should be involved in the interview and discuss the teacher assignment with the Principal.
- E. Teacher assignments by discussing and advising the principal on the Master Schedule.
- F. Department management including instructional materials, the budget, equipment and facilities.
- G. Conducting department meetings, including developing the agenda, the minutes, and maintaining attendance records.
- H. Attending assigned meetings such as Department Chair meetings, articulation meetings, the local school curriculum council, and the Secondary Curriculum Advisory Committee (SCAC).
- I. Advising the principal or his/her designee of departmental concerns.
- J. Articulating District and site information to the teachers.
- K. Providing input from the department's teachers including their concerns, needs, and their points-of-view to the principal.
- L. Participating in other responsibilities involving the development and implementation of the District's instructional program consistent with the above provisions.
- M. Lead Nurse - The District shall appoint a Lead Nurse who shall assist the Director of Special Education with the organization and training of school nurses. The Lead Nurse shall receive additional compensation consistent with compensation provided to Department Chairpersons. The duties and responsibilities of the Lead Nurse shall be developed by the Director of Special Education in consultation with school nurses.

## ARTICLE 26 EXTRA DUTY PAY SCHEDULE

When approved by the Superintendent, extra assignments beyond the regular work day, if they are in the categories listed below, will be compensated for at the rates listed below. These rates will increase by the same (across the board) percentage increases given to UACT member salary schedules pursuant to Article 24. Whenever possible, teachers chosen for school leadership positions (e.g., Department Chairs, Team Leaders, T.I.C.), will be tenured faculty.

- A. High School Extra-Instructional, Non-Athletic Assignments: (subject to adjustment for Continuation High School in accordance with past practice)

ACTIVITY	ADDITIONAL COMPENSATION		
	Years 1-3*	Years 4-6*	Years7+*
ASB Advisor	\$4,225	\$4,650	\$5,070
Academic Decathlon**	\$3,803	\$4,228	\$4,650
Band	\$5,132	\$5,556	\$5,977
Cheerleader	\$3,693	\$4,119	\$4,541
Dance	\$3,693	\$4,119	\$4,541
Drama	\$4,225	\$4,650	\$5,070
Drill Team	\$3,693	\$4,119	\$4,541
Forensics**	\$3,693	\$4,119	\$4,541
Mock Trial**	\$3,803	\$4,228	\$4,650
Newspaper	\$3,693	\$4,119	\$4,541
Strings	\$1,902	\$2,114	\$2,327
Vocal Music	\$4,225	\$4,650	\$5,070
Yearbook	\$4,225	\$4,650	\$5,070
Teen Court	\$34.72 per hour up to a maximum of \$1,381		
Campus Supervisor	\$14.12 per hour - one step only		
Study Hall/Detention Supervisor	\$24.24 per hour - one step only		

\*Years of experience in this position in the CVUSD.

\*\*\$276 shall be paid for each level of competition past County level for Academic Decathlon, Forensics, and Mock Trial.

B. Middle School Extra-Instructional, Non-Athletic Assignments

ACTIVITY	ADDITIONAL COMPENSATION		
	Years 1-3*	Years 4-6*	Years7+*
ASB Advisor	\$2,114	\$2,327	\$2,537
Band	\$2,567	\$2,776	\$2,987
Drama	\$2,114	\$2,327	\$2,537
Drill Team	\$1,847	\$2,058	\$2,271
Newspaper	\$1,847	\$2,058	\$2,271
Strings	\$1,847	\$2,058	\$2,271
Vocal Music	\$2,114	\$2,327	\$2,537
Yearbook	\$2,114	\$2,327	\$2,537
Campus Supervisor	\$14.12 per hour - one step only		
Detention Supervisor	\$24.24 per hour - one step only		

\*Years of experience in this position in the CVUSD

6th Grade Team Leaders - \$1,966 Stipend

Intramural Sports Coordinator - \$652 Stipend

Intramural Sports Coach - \$324 per sport Stipend

C. High School Interscholastic Athletics:

ACTIVITY	ADDITIONAL COMPENSATION		
	Years 1-3*	Years 4-6*	Years7+*
<b>BASEBALL</b>			
HEAD COACH, VARSITY	\$4,403	\$4,817	\$5,232
ASST COACH, VARSITY	\$3,576	\$3,990	\$4,403
COACH, FROSH-SOPH	\$3,576	\$3,990	\$4,403
<b>BASKETBALL</b>			
HEAD COACH, BOYS/GIRLS VARSITY	\$4,403	\$4,817	\$5,232
COACH, BOYS/GIRLS JR VARSITY	\$3,576	\$3,990	\$4,403
COACH, FROSH-SOPH	\$3,576	\$3,990	\$4,403
COACH, FRESHMAN	\$3,576	\$3,990	\$4,403
<b>COMPETITIVE CHEER</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403

ACTIVITY	ADDITIONAL COMPENSATION		
	Years 1-3*	Years 4-6*	Years7+*
<b>CROSS COUNTRY</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
<b>FIELD HOCKEY</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>FOOTBALL</b>			
HEAD COACH, VARSITY	\$5,038	\$5,449	\$5,866
ASST COACH, VARSITY	\$4,109	\$4,526	\$4,941
HEAD COACH, OTHER	\$4,109	\$4,526	\$4,941
ASST COACH, OTHER	\$3,576	\$3,990	\$4,403
<b>GOLF</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
<b>LACROSSE</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>SAND VOLLEYBALL</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>SOCCER</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>SOFTBALL</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACT	\$3,576	\$3,990	\$4,403
<b>SWIMMING</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>TENNIS</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>TRACK</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403

ACTIVITY	ADDITIONAL COMPENSATION		
	Years 1-3*	Years 4-6*	Years7+*
<b>VOLLEYBALL</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>WATER POLO</b>			
HEAD COACH	\$4,403	\$4,817	\$5,232
ASST COACH	\$3,576	\$3,990	\$4,403
<b>WRESTLING</b>			
HEAD COACH, VARSITY	\$4,403	\$4,817	\$5,232
ASST COACH, VARSITY	\$3,576	\$3,990	\$4,403
COACH, OTHER	\$3,576	\$3,990	\$4,403
<b>ATHLETIC COORDINATOR</b>	\$3,576	\$3,990	\$4,403

\*Years of experience in this sport in the CVUSD

Coaches whose teams advance to post-season competition shall be paid one hundred seventy-one dollars (\$182) per week for a maximum of four (4) weeks (six hundred ninety-six dollars [\$728]).

A high school principal, however, may utilize one of the assistant coaches positions paid at the extra duty rate of three thousand three hundred fifty- three dollars (\$3,576) for the year as an athletic coordinator at that same rate providing that this does not exceed the prescribed number of coaching positions.

**D. Elementary School Extra-Instructional Assignments**

- Primary Grade Team Leader - \$1,966 Stipend
- Upper Grade Team Leader - \$1,966 Stipend
- Student Council Advisor - \$1,296 Stipend

**E. Combination Classes**

- K-3 - \$2,300 Stipend
- 4-6 - \$3,830 Stipend

**F. Academic Stipends**

- Gate Facilitator - \$1,327
- EL Coordinator - Min. \$665+hourly pay for PD (25-175 EL Students)
- EL Coordinator - Max. \$966+hourly pay for PD (176 + EL Students)



## **ARTICLE 27**

### **PROFESSIONAL LEARNING**

Certificated staff in grades TK-12 will be required to participate in three (3) days of professional learning, for a total of 18 hours from July 1 to May 15. Two of these days will be pupil-free, mandatory work days designated on the work calendar. One (1) day or six (6) hours will be flexible for teachers to use for professional learning of their choice (subject to paragraph 1 and 7 below).

In participating in the designated professional learning hours, the following criteria must be met:

1. Professional learning activities must be in alignment with the District's LCAP and/or other school site goals and as such the six (6) hours designated as flexible shall be mutually agreed upon with the site administration.
2. Certificated bargaining unit members not assigned to a specific site will collaborate with their evaluator, or the Assistant Superintendent of Human Resources, to decide which professional learning activity they will participate in.
3. Attendance for any professional learning activity must have sign-in/sign-out verification or some form of verification. Off-site staff development activities must have a documented registration form as verification.
4. All certificated bargaining unit members that do not attend professional learning days or meet the six (6) hours of professional learning must use the absence reporting system and will lose a proportional amount of sick leave.

Generally, professional learning, shall be held within the normal workday with release time paid by the District. Unit members have a responsibility to participate in professional learning that is within their contractual workday without additional compensation. Professional learning may include: staff meetings; a reasonable amount of time after school; Department Chair responsibilities; and other stipend positions such as GATE Facilitators, ELD Advisors, and Team Leaders.

The District supports a three-tiered approach to determining appropriate compensation for professional learning that occur outside the contractual workday.

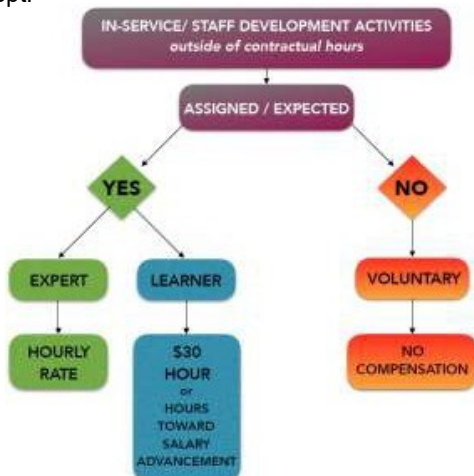
1. There is a multitude of optional, voluntary activities outside of contractual hours that are available to teachers, attended solely at the teacher's discretion, and are offered without expectation of compensation. These activities may include school sponsored events after school hours.
2. There are professional learning activities outside of contractual hours that are technically voluntary (attendance cannot be required at activities outside of contract hours) but are requested by a school or district administrator. These activities involve participation in traditional staff development activities including listening to a lecture, participating in

discussions, and individual and group activities within the timeframe of the staff development meeting. These activities would be compensated at a rate of thirty dollars (\$30) per hour. These activities may include: Benchmark Training; Curriculum Training; information meeting from textbook publishers for committee members (non-committee members could attend voluntarily without compensation); training on the student information system (SIS); training on a new adoption (teachers learning about implementation).

There are professional learning activities outside of contractual hours that are technically voluntary (attendance cannot be required at activities outside of contract hours) but are requested/assigned by a school or district administrator. These activities involve teachers in a leadership role as opposed to a participant role. These include assignments such as being a presenter at the in-service/staff development activity and/or specifically directed to produce a professional product such as a Course of Study, Writing Matrix, Rubric, etc. It would also apply to activities where there is a specific and extended reliance upon the teacher's professional expertise such as curriculum adoption committees, Homework Policy committee, etc. These activities would be compensated at the teacher's hourly rate. These activities may include: teachers who are assigned as presenters at a professional learning meeting; teachers who are assigned to curriculum development committees; teachers who are assigned to textbook selection committees; and teachers who are assigned to ad hoc committees such as the Homework Policy Committee.

The key to distinguishing among these activities is to consider first whether the teacher was or was not assigned and expected to attend. If not, it is voluntary and uncompensated.

If it is assigned and expected, then the key is whether the teacher is participating as a "learner" or as an "expert". Teachers participating in the role of a "learner" would be compensated either at thirty dollars (\$30) per hour or hours towards salary advancement credit. Teachers participating in the role of an "expert" would be compensated at their hourly rate. The flowchart below will clarify the concept.



- B. The District agrees to hold an annual in-service for nurses.

## **ARTICLE 28 NON-DISCRIMINATION**

- A. The parties endorse the national policy of taking affirmative and positive action to prevent and discourage discrimination in public employment on the basis of race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation.
- B. The parties shall not unlawfully discriminate against unit employees on account of their membership in, or support of, an employee organization, nor their non-membership in, or refraining from, supporting an employee organization. Application forms and interview procedures for any positions included in the unit shall not refer to membership in, or preferences for, employee organization

## **ARTICLE 29 ACADEMIC FREEDOM**

- A. It is recognized that the private life of a teacher is not an appropriate concern of the District except as it may interfere with the teacher being qualified for, and properly performing, his/her assigned functions during the workday.
- B. It is also recognized that it is the duty of certificated staff to see that the teaching of issues be objective and scholarly, with a minimum emphasis on opinion, and that teachers must particularly approach controversial issues in the classroom in an impartial and unprejudiced manner and must refrain from using his/her classroom privileges and prestige to promote a partisan or factional point of view.
- C. Subject to the direction of the District, consistent with any applicable District policies, the teacher is responsible for the evaluation of a student, i.e., grades, specific assignments, homework, and quality of such.

## **ARTICLE 30 NO STRIKE OR LOCKOUT**

It is agreed and understood that there will be no lockout by the District and there will be no strike, work stoppage, walk-out, slow down, or other concerted interference with the operations of the District by the Association or its members.

## **ARTICLE 31 PROCESSING OF COMPLAINTS AND CHARGES**

- A. Resolution of Parental Complaints Concerning Employees  

The purpose of this procedure is to resolve parental complaints concerning employees at the lowest possible level. The objective is that the parties will resolve the complaint informally and they are encouraged

to do so. However, the parties have the right to representation commencing at Step 2 if such is requested.

1. Step 1: Parent-Employee Meeting

Parents shall be urged to meet directly with the employee in order to attempt to resolve the concern. This meeting may be held with only the parent(s) and the affected employee present, or if desired by either party, with an administrator: e.g., principal, assistant principal, or coordinator, or counselor in attendance.

In circumstances where the parent's complaint is not resolved by the parent-employee conference, Step 2 will apply.

2. Step 2: Parent Complaint to Employee's Supervisor (site level resolution)

The parent may make a written complaint which states the specifics of the complaint to the immediate supervisor of the employee; e.g., the site principal or his/her designee at the secondary level.

A copy of the written complaint will be provided to the affected employee and the supervisor will attempt to resolve the complaint.

In instances where the parent complaint is not resolved by the immediate supervisor, Step 3 will apply.

3. Step 3: Parent Complaint to Supervisor of Site Level Administrator (District level resolution)

The written complaint accompanied by the written response of the supervisor to the parent (a copy of which will be provided to the affected employee) may be brought by the parent to the supervisor (District level) of the site administrator; e.g., Director, Elementary Education, and/or Director, Secondary Education, and the administrator will attempt to resolve the complaint.

4. Step 4: Parent Complaint to the Superintendent

When a parent complaint to the District level supervisor has not been resolved by the designated District level administrator, the written complaint, accompanied by the written response of the supervisors who have attempted to resolve the complaint at the second (2nd) and third (3rd) steps and responses thereto by the parties, if they chose to respond, (copies of which will be provided to the affected parties) may be brought to the Superintendent or his/her designee who will attempt to resolve the complaint.

5. Step 5: Parent Complaint to the Board of Education

When a parent complaint to the Superintendent has not resulted in a resolution of the complaint, the Board of Education may elect to review the complaint, if requested by the parent. If the Board of Education elects to review the complaint, the written complaint accompanied by the written responses of the administrators at the second (2nd), third (3rd), and fourth (4th) steps, and any responses of

the parties (copies of which have been provided to the affected parties) will be reviewed in Closed Session of the Board of Education and a written response provided to both the parent making the complaint and the affected employee.

#### B. Public Charges

The purpose of this procedure is to provide a balanced and fair procedure to the employee charged and to the citizen making an adverse public charge against an employee at a Board of Education meeting.

1. Any public charge made against a teacher at a Board of Education meeting shall be heard in Closed Session and with the knowledge and presence of the teacher, unless the teacher requests otherwise.
  2. The Board will make no public comment until after an investigation as outlined in their policies has taken place.
  3. The charges must be reduced to writing and be signed.
  4. The charged employee shall be notified within seventy-two (72) hours of the charge.
  5. The charged employee shall be notified of his/her rights to representation.
  6. An investigation of the charges by a committee of four (4), jointly chosen by the teacher involved and the Board, shall take place, with a full report to the Board. If the Board and the teacher cannot agree on four (4) members, the Board and the teacher shall each select two (2) members.
  7. The charged employee will be given an opportunity to respond and the parties shall be accorded the right to question any witnesses and make complete utilization of a representative of his/her choice.
- C. To the extent within the control of the District and the Association, confidentiality shall be maintained at all levels. No copies of resulting disciplinary documentation shall be given to the complainant.
- D. The District and Association recognize that unit members may need additional assistance with complaints that are unwarranted, unusually frequent, or unusual in nature (including but not limited to electronic communications, social networking, notes, phone calls, or meetings). In the event that a unit member feels the need for assistance with such a complaint he/she may request a meeting with his/her immediate supervisor to create a plan for dealing with the issue.

## **ARTICLE 32 ASSOCIATION RIGHTS**

The District shall work collaboratively with the Association and/or unit members on matters pertaining to goals, programs, curriculum, course content and textbook selection as set forth in specific sections agreed to herein.

1. District Service

The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.

The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members.

The Association shall be furnished, at no cost, a mailbox in the District Office to receive inter-district mail.

2. Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided, at no cost, in each building in areas frequented by unit members.

3. Use of Buildings and Equipment

The Association shall have the right to use District buildings sites, and equipment (following District use protocols), during all reasonable hours for meetings and other Association activities.

The Association shall have the right to use District educational technology equipment and/or studios so long as such use does not interfere with the District's regular instructional program and is requested in advance. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost.

4. Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities during non-duty time provided that such activities or use do not interfere with classroom instruction.

5. Access to Information

The District, upon request by the Association, agrees to furnish to the Association, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic

means if the District keeps such data in electronic format.

6. Appointment to District and Joint Committees

The Association shall select unit member representatives to applicable District committees.

The Association shall select unit member representatives to all Association/District joint committees and shall have a voting representative on textbook adoption committees.

7. Release Time

Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits.

Grievants, witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.

8. Waivers of Law, Regulation, and Policy

Before seeking any waiver of state or federal law, regulations, or school board policy for the District or a particular worksite, the District shall make available such request for waiver to the Association.

### **ARTICLE 33 EXTENDED SCHOOL PROGRAMS**

In the event that it is necessary to have more than an administrator involved in the Extended School Programs, teaching assignments to such classes, other than Designated Instructional Service (DIS), as are to be extended beyond the duration of the normally scheduled school year shall be offered to teachers who have taught the classes during the current school year. In the event that a teacher does not accept the assignment, then management shall select another teacher from among those who have previously taught that subject or class. Priority will be given to those currently teaching in the respective departments, and preference will also be given to those persons who have not taught in the Extended School Programs during the previous years. The opportunity for Extended School DIS assignments shall be rotated among DIS teachers who have worked directly with Special Day Class (SDC) students within the prior two (2) years.

The salary for teaching Extended School Programs will be seventy percent (70%) of the individual's daily rate on the previous regular school year's salary schedule.

Four-fifths (4/5ths) of one (1) day of sick leave will be granted to teachers working the full five (5) week extended school session. This portion of a day will be treated the same as any other portion of a day of sick leave for purposes of use and accrual.

## **ARTICLE 34**

### **SUMMER SCHOOL**

For the classes on which the state mandates holding Summer School, the following provisions will apply:

#### **A. Cancellation of Classes**

On the fifth (5th) day of Summer School, and any time thereafter, classes which have not reached District specified minimum enrollment may be cancelled. Any teacher who receives notice of appointment to teach Summer School, attends the faculty meeting and reports to his/her assignment would be assured of at least the first day's employment.

#### **B. Substitutes**

District teachers will be given the opportunity to indicate their interest in Summer School substituting prior to the end of school in June.

#### **C. Application and Notification**

The application form containing the class offerings will be distributed to all certificated personnel of the District, and additional copies will be available in the District Office for any other individuals. Within ten (10) working days after the deadline for applications being submitted, the District will provide a list of all applicants to each school principal to be posted immediately on the faculty bulletin board.

Written notification shall be sent to all applicants informing them of their appointment or status as Summer School teacher applicants as soon as possible. Written acceptance or rejection of an appointment must be made to the principal within five (5) working days of the notification of the appointment.

#### **D. Selection**

Teachers will be selected on the following seniority/recent experience/performance formula. The purpose of this formula is to give teachers who have not taught Summer School recently an opportunity to obtain an assignment, and to give teachers who have most recently taught the subject/grade level priority because they are more familiar with adopted grade level standards and materials. Using the formula, the candidate with the lowest points will be offered the position first. The points in category (A) are cumulative. The points in category (B) are NOT cumulative. If two (2) candidates have equal points, the candidate with the most seniority in the district will be offered the position. All applicants for a six (6) week assignment will have priority over two (2) applicants for a shared assignment. All candidates must have a preliminary or clear credential and appropriate authorizations.



District Summer School Programs

(A) = Recently taught Summer School

(B) = Recently taught subject for Secondary Teachers

Recently taught primary or upper grades for Elementary Teachers

$A + B \div 2 = \text{Number of Points}$

Current School Year	(A) Year	One summer ago	Two summers ago	Three summers ago	Four summers ago	Five summers ago	Six summers ago
	(A) Points	5	4	3	2	1	0
	(B) Year	Current school year	Last school year	Two school years ago	Three school years ago	Four school years ago	Five school years ago
	(B) Points	0	1	2	3	4	5

E. Evaluation

Evaluation of teacher performance will include only one (1) observation and follow-up conference for employees performing satisfactorily. If the observation indicates less than satisfactory performance, there will be a second observation and follow-up conference. If the second observation indicates satisfactory performance, the evaluation process is complete. If the second observation indicates unsatisfactory performance, a formal evaluation and follow-up conference will be done.

The observation and evaluation forms will be the same instruments as used during the school year. All observations and evaluations go into the employee's personnel file. An unsatisfactory evaluation precludes the employee from applying for a Summer School teaching position for five (5) years.

- F. The salary for teaching Summer School will be seventy percent (70%) of the individual's daily rate if they are teaching a 4-hour schedule 5 days a week. Teachers teaching a 5 hour schedule 4 days a week will receive eight-seven and one-half (87.5%) of their daily rate. The daily rate is based upon the previous regular school year's salary scale.
- G. Serious effort shall be made to make Summer School assignments so that no more than two (2) preparations shall be required, except by mutual agreement between the principal and teacher.
- H. A Summer School faculty meeting shall be held prior to the opening of Summer School. Serious effort shall be made to meet at a time other than the week between the end of the regular school year and the start of Summer School, except in an emergency.

I. Shared and Part-Time Assignments:

Upon approval by the Summer School principal and the District, shared job assignments shall be permitted for Summer School assignments. Teachers applying for such assignments should submit their applications jointly. Joint applications should be specific regarding duties, responsibilities, schedules, program continuity, etc.

Job sharing applications will not be considered until all qualified full-time applicants are placed. For purposes of determining Summer School staffing, job shared and other part-time assignments will be given the same weight as full-time assignments.

- J. One (1) day of sick leave will be granted to teachers working the full six (6) week summer session. This day will be treated the same as any other day of sick leave for purposes of use and accrual. Job sharers who work less than the full assignment shall receive a pro rata allocation of sick leave.

**ARTICLE 35  
CONEJO INDUCTION  
PEER ASSISTANCE & REVIEW PROGRAM (CiPAR)**

The parties have established the Conejo Induction Peer Assistance and Review Program (CiPAR) and they agree to abide by the guidelines set forward in the Trust Agreement.

**PARTICIPATING TEACHERS (PTs): DESCRIPTION & RESPONSIBILITIES**

The goal of the peer assistance program or a peer assistance and review program is to help teachers develop practices to improve instruction and student performance. A formal peer assistance program links a participating teacher with a consulting teacher who provides ongoing support through observation, the sharing of ideas and skills, and the recommendation of materials for further study. A PAR program includes a joint teacher/administrator peer review panel. Certificated classroom teachers chosen by the local union constitute the majority of the panel with the remainder of the panel composed of school administrators chosen to serve on the panel by the school district. PAR is a major step in expanding the authority of teachers in managing the profession by utilizing their expertise to provide collegial support, assistance, and review.

1. A Participating Teacher (PT) is a teacher with permanent status who volunteers or is referred for assistance to the PAR Program to improve his or her ability to engage students in learning, create and maintain an effective classroom environment, organize and deliver subject matter effectively, plan effective lessons, and/or effectively assess students for learning and adjust instruction accordingly.
2. A Volunteer PT is a teacher with permanent status who volunteers to participate in the PAR program; therefore, the purpose of participation is for peer assistance only and the Consultant Teacher (CT) shall not communicate with administration regarding the Volunteer PT's classroom performance unless written permission is granted through mutual agreement between the Participating Teacher and the CT. A Volunteer PT

may terminate his or her participating in PAR at any time.

3. A Required PT is a teacher with permanent status who is referred for participation in the PAR program due to an unsatisfactory performance evaluation (See UACT Contract for definition); therefore, the purpose of participation is to improve specific areas of performance as indicated by an unsatisfactory performance evaluation. A referral for Required PAR is made by receipt of an unsatisfactory evaluation. A Required PT will follow an assistance plan created between site administration and UACT which will be reviewed on an ongoing basis by the PT, Governance Committee, site administration, and the assigned Consultant Teacher. A Required PT's time in PAR is subject to the established timelines of no more than one (1) year. A continuance by the Participating Teacher, Consultant Teacher or site administrator beyond the established timelines in PAR can be requested. The decision to extend beyond the established one (1) year timeline would be made by the Governance Committee.

### **CONSULTANT TEACHERS (CTs): DESCRIPTION AND RESPONSIBILITIES**

1. A Consultant Teacher (CT) is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher are set forth in the CiPAR-BTSA Trust Agreement which can be accessed via District Human Resources.
2. A CT is a fully credentialed UACT member who is a full-time release teacher with permanent status and at least five (5) years of teaching experience. Further qualifications can be accessed via the CiPAR-BTSA Trust Agreement which can be accessed via District Human Resources.
3. All communication between the Consultant Teacher and a Voluntary Participating Teacher shall be confidential in terms of reporting on instructional work to site administration unless express written consent of communication between the Consultant Teacher and the site administrator is provided by the Volunteer Participating Teacher.

### **GOVERNANCE COMMITTEE: DESCRIPTION AND RESPONSIBILITIES**

1. The CiPAR Governance Committee is comprised of five (5) members as follows: two (2) district office administrators and three (3) unit members.
2. The CiPAR Governance Committee oversees all aspects of PAR as outlined in the CiPAR-BTSA Trust Agreement which can be accessed via the Appendices.
3. The CiPAR Governance Committee meets up to ten (10) times a year at which time the Consultant Teachers report on Participating Teacher(s)' progress.

### **REFERRAL PROCESS AND TIMELINES: REQUIRED PAR**

1. By the last working day of April, the principal shall refer a permanent teacher with an unsatisfactory evaluation (see CBA for definition of an unsatisfactory evaluation) to the PAR Program for the following school year.
2. The unsatisfactory evaluation indicating a referral to required PAR must

be sent to the Assistant Superintendent, Human Resources, who, as a member of the CiPAR Governance Committee, will then present the unsatisfactory evaluation for review at the next Governance Committee meeting.

3. After review of the unsatisfactory evaluation, the Governance Committee will issue a decision about participation in PAR for the following school year no later than the last working day in May.
4. Should a decision about Required PAR placement be made, both the site administration and referred teacher will receive written notice and a PAR Handbook.
5. At the time of placement in Required PAR, the Consultant Teacher (assigned by the Governance Committee) will arrange to meet with the site administrator, a unit member, and the Required Participating Teacher to complete an Assistance Plan that will begin on the first day of the following school year.
6. The Consultant Teacher will begin official meetings with the Required Participating Teacher within the first two weeks of the following school year. The Consultant Teacher, Required PT, and the site administrator will develop mutually agreed-upon goals (Focused on intentional) based on the unsatisfactory evaluation. Observations and post-observation conferences by the Consultant Teacher will begin shortly thereafter as outlined under "Ongoing Procedures."
7. The term of assistance for Required PAR Participating Teacher shall be one (1) year.
8. Determination of successful completion of PAR or for an optional second year will be made by the Governance Committee with input from the site administrator and Required Participating Teacher. The Required PAR Participating Teacher will also be given the option to discuss their progress towards their mutually agreed upon goals with the Governance Committee at or around the same time.
9. Any adjustments that need to be made regarding goals, timelines and/or change in the consulting teacher shall be addressed by the Governance Committee.

#### **REFERRAL PROCESS AND TIMELINES: VOLUNTARY PAR**

1. By the last day of April of any given school year, a permanent teacher may request Voluntary PAR assistance for the following school year. [Voluntary PAR Request Form]
2. The Voluntary PAR assistance request is sent to the Assistant Superintendent of Human Resources, who, as a member of the CiPAR Governance Committee, will then present the request to the Governance Committee for review at the May Governance Committee meeting.
3. After review of the Voluntary PAR assistance request, the Governance Committee will issue a decision about participation in Voluntary PAR for the following school year by the end of May of the school year in which the

request is made.

4. Once a decision about Voluntary PAR assistance is made, the requesting teacher will receive written notice and a PAR Handbook.
5. Once a permanent teacher has been granted Voluntary PAR assistance, the teacher, site administrator and the Human Resources Department will be notified by the PAR Program Director/Coordinator by the end of May of the same school year.
6. A Voluntary PAR Participating Teacher receiving assistance from the PAR Program may terminate his or her assistance at any time by filling out a [Voluntary PAR Termination Request Form] and submitting it directly to the Assistant Superintendent of Human Resources.
7. At the time of placement in Voluntary PAR, the Consultant Teacher (assigned by the Governance Committee) will arrange to meet with the Voluntary Participating Teacher to complete an Assistance Plan. Once the Assistance Plan is completed, the Consultant Teacher and Voluntary Participating Teacher will schedule a meeting with the site administrator for input and to review the Assistance Plan. This meeting should take place no later than the second week of the following school year. In the event that a change takes place with the administrator or teacher's site assignment, the Consulting Teacher must schedule a time to meet with the new administrator and Voluntary Participating Teacher to review the established Assistant Plan.
8. The Consultant Teacher will begin official meetings with the Voluntary Participating Teacher within the first four weeks of the following school year.
9. The term of assistance for a Voluntary PAR Participating Teacher shall normally be one (1) year with an option for extension to a second year if the Governance Committee concludes that the Voluntary PAR Participating Teacher may continue.
10. The purpose of participation in the Voluntary PAR Program is for assistance only.

The Voluntary Participating Teacher will participate in the evaluation cycle, by site administration during this year if scheduled.

#### **PROCEDURES (after referral process is complete): CT/PT**

1. When a Voluntary Participating Teacher self-refers him or herself to PAR, the CT shall complete the following with the PT: review the process and procedures involved in voluntary participation in PAR, establish mutually agreed upon performance goals based on the CSTPs, and develop an assistance plan for the upcoming school year. Once such a meeting has occurred, the PT and CT will sign the Voluntary Participating Teacher PAF form, which will subsequently be submitted to the Governance Committee and site administration.
2. When a Required Participating Teacher is referred to and placed in PAR, the CT shall complete the following: meet with the site administrator and

PT to develop an assistance plan that will be signed by all in attendance, review the process and procedures involved in required participation in PAR, and establish mutually agreed upon performance goals based on the CSTP that align with the assistance plan. These goals will be provided to and reviewed by the site administrator and the Governance Committee.

### **ONGOING PROCEDURES: CT/PT/GOVERNANCE**

1. During the period of participation in Voluntary PAR, evaluations and formal observations of Participating Teachers shall be the responsibility of the site administrator.
2. During the period of participation in Required PAR, formal observations of the Participating Teachers shall be the responsibility of both the Consultant Teacher and the site administrator. Copies of all formal observations shall be shared with the Governance Committee.
3. The Consultant Teacher shall conduct at least two (2) observations monthly of both Required and Voluntary Participating Teachers during classroom instruction and shall conduct post-observation meetings after each observation. Consultant Teachers will meet with Participating Teachers three to four (3-4) times monthly. Observation and post-observation meetings will focus on the mutually agreed upon assistance plan and goals. Consultant Teachers will keep meeting logs, observation reports, and post- observation reports on file. All items will also be provided to Participating Teachers.
4. In the case of a Required PAR Participating Teacher, observations, goals and post-observation conference information will be shared with site administration.
5. In the case of a Voluntary PAR Participating Teacher, observations, goals, and post-observation conference information will not be shared with the Governance Committee.
6. Consultant Teachers shall assist Participating Teachers by demonstrating, coaching, observing, conferencing, referring for observation, and/or by other activities, which, in their professional judgment, will assist the Participating Teacher in meeting his/her mutually agreed upon goals and assistance plan.
7. The Consultant Teacher shall continually monitor (see timelines above) the progress of both the Voluntary and Required Participating Teacher and provide monthly reports to the Governance Committee for discussion and review.
8. Reports of progress for Required PAR Participating Teachers will be provided by the Consultant Teacher to the Governance Committee during regularly scheduled Governance Committee meetings.
9. All decisions made by the Governance Committee, in collaboration with site administration, shall be submitted in writing to the Participating Teacher. The Participating Teacher shall have the right to submit a written response, within twenty (20) work days, and have it attached to the final report. The Participating Teacher shall also have the right to request a

meeting with the Governance Committee with Association representation.

## **ARTICLE 36 JOB SHARING**

For purposes of this Article, job sharing shall refer to an arrangement in which two (2) full-time permanent teachers share one (1) teaching assignment for one (1) year with both teachers being on partial leave of absence without compensation.

### **A. General Provisions**

1. To be eligible, teachers must be permanent certificated employees of the District. In the event that a job-share cannot be fulfilled after the initial approval, a temporary teacher may be hired to replace the teacher no longer in the job-share.
2. Eligible teachers who wish to participate in job sharing must submit their joint proposal in writing to the District no later than February first (1st) of the school year preceding the school year in which the job sharing arrangement will take place.
3. Under normal circumstances, teachers will be notified after Board approval if their proposal has been approved or denied. By the first (1st) Friday in June, teachers will be notified of their tentative assignment.
4. Teachers who teach or are qualified to teach in grades TK-5 or in self-contained classes in grades 6-12 are eligible to apply for job sharing assignments.
5. A job sharing arrangement shall be approved for only one (1) year, but may be renewed in writing on an annual basis.
6. The Assistant Superintendent, Human Resources, and the principal shall review all requests for job sharing. They shall approve or deny the request. The decision of the Assistant Superintendent, Human Resources, and the principal shall be final.
7. If the request for job sharing is denied, and if the affected employee (s) requests, the reasons for the denial shall be provided by the Assistant Superintendent, Human Resources.
8. Teachers shall work together on each non-teaching preparation day prior to the opening of school and the first (1st) teaching day of the school year to ensure a smooth opening.
9. Each teacher shall work the same amount of time per school year. Minor adjustments will be made due to holidays, since they do not fall evenly throughout the year.

- B. Benefits shall be pro-rated according to the amount of time worked. Each teacher shall receive a pro-rata amount of health, welfare and leave benefits. Contributions to the State Teachers Retirement System shall be proportionate to time served and salary earned.

- C. Job sharing teachers shall receive salary schedule increments on a pro-rata basis provided, however, that no movement on the schedule shall occur until the teacher has accrued at least one (1) year's worth of credit (e.g., has worked fifty percent [50%] for two [2] years). STRS credit shall be governed by applicable statutory provisions and is not affected by this provision.
- D. If one (1) teacher is absent, the other may assume the responsibility of covering the class. That teacher shall be paid their per diem rate for the days taught. However, there shall be no increase in health benefits unless that teacher reverts to full-time contract status.
- E. Job sharing teachers shall work on all regularly scheduled non-teaching (pupil free contract days) workdays.
- F. Job sharing teachers shall share the responsibility of contacting parents as needed and sharing the results of those contacts with the other teacher.
- G. Teachers will include in their proposal how they plan to handle parent conferences and preparation of progress reports and report cards.
- H. Teachers will include in their proposal discussion regarding attendance at staff meetings and coverage for adjunct duties and supervision duties, etc. The teacher attending the staff meeting will provide the other teacher with the information covered in the staff meeting.
- I. Both job sharing teachers will be present at Back-To-School and Open House.
- J. Job sharing teachers may mutually agree to exchange regularly assigned times subject to notification and approval of the Principal.
- K. Upon the written request of the two (2) teachers, a job sharing assignment may be renewed provided the two (2) teachers notify the principal and the District prior to March first (1st). In the event the two (2) teachers fail to notify the District in a timely manner of their desire to continue the job sharing assignment, or in the event the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments.
- L. If a teacher in a job sharing assignment returns to full-time teaching following his/her first (1st) year of job sharing, the teacher shall be returned to his/her original school. If a teacher in a job sharing assignment returns to full-time teaching following more than one (1) year of job sharing, he/she will be assigned to his/her original school only if a vacancy exists at that school, otherwise the teacher will be assigned per contract language in Article 21.

## **ARTICLE 37**

### **GAINFUL EMPLOYMENT**

The intent of this article is to give more opportunities to unit members to obtain gainful employment positions. For positions with the school for which unit members earn additional income, the principal shall devise a process by which such positions are assigned equitably, inform the faculty of the process, and



advertise the position. Unit members shall be limited to having 1 (one) of these assignments at a time. If all volunteers have been exhausted, a unit member may have more than 1 (one) of these assignments.

1. For positions where the unit member would be paid their hourly rate of pay (e.g. auxiliary period, high school exit exam prep, credit recovery, etc.) the principal, whenever possible, will have interviews for the position. The appropriate department chair shall be part of the interview process.
2. For hourly paid positions the principal shall rotate the assignment of these positions among the people who have applied on a yearly basis whenever possible. The principal shall retain the right to select the person (s) to teach the class.
3. Unit members who are chosen to work in the library at lunch time or extended hours shall be required, if necessary, to attend an in-service training that will last a maximum of 1 (one) hour. The Teacher Librarian will be paid their hourly rate for providing this training.

This Contract shall become effective upon ratification by the Unified Association of Conejo Teachers and the Board of Education of the Conejo Valley Unified School District to be effective as of July 1, 2016 and shall continue in effect to and including June 30, 2019, or until a successor agreement becomes effective, whichever is later.

Signed and entered into this 24th day of January, 2019

For the District:

  
\_\_\_\_\_  
Joanne Valentine

  
\_\_\_\_\_  
Victor Hayek

  
\_\_\_\_\_  
Lisa Miller

  
\_\_\_\_\_  
Kenny Loo

  
\_\_\_\_\_  
Jason Branham

  
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Dena Sellers

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For the Association:

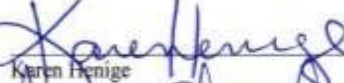
  
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Courtney Stockton

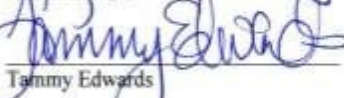
  
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Jake Anderson

  
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Scott Farrell

  
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Randy Smith

  
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Doug Freed

  
\_\_\_\_\_  
Karen Henige

  
\_\_\_\_\_  
Tammy Edwards

## APPENDIX A

### EVALUATION SYSTEM PRINCIPLES

The District and the Association believe the following principles are essential to any effective and fair teacher development and evaluation system:

1. The goal of any evaluation system is to strengthen the knowledge, skills and practices of teachers to improve student learning.
2. Any evaluation system must be collectively bargained at the local level to ensure the buy-in and trust of all affected parties and to ensure local conditions are considered. This includes policies, assessment standards, timelines, procedures, peer involvement, implementation, monitoring, and review.
3. Any evaluation system must be developed and implemented with teacher participation to ensure a supportive climate for improving practice and growth and to promote collaboration among educators.
4. Any evaluation system must be differentiated to support the development of educators through all career stages – from beginning to mid-career to veteran.
5. Any evaluation system must address the varying assignments of certificated educators, including those who teach core and non-core subject areas, and are classroom and non-classroom educators (i.e., resource teachers, counselors, nurses, and psychologists).
6. Any evaluation system must include evidence of teaching and student learning from multiple sources.
7. A comprehensive teacher evaluation system must recognize the different purposes of the evaluation and be comprised of both formative and summative methods.
8. Any evaluation system must provide relevant and constructive feedback and support that informs teaching practices. Feedback must be coordinated with high quality professional development that is continuous; is linked to curriculum standards; professional interactions with colleagues and the community; and allows for adequate time and resources for coaching, modeling, observation, and mentoring.
9. Any evaluation system should include opportunities for peer involvement for advisory and support purposes.
10. Any evaluation system must consider the complexities of teaching and student learning that are outside of the teacher's control and beyond the classroom walls.
11. Any evaluation system should be based on a set of standards of professional practice that acknowledge the multiple activities and responsibilities of educators that contribute to the improvement of learning and the success of the school.
12. All administrators must have extensive training and regular calibration in all

evaluation procedures and instruments.

13. All evaluation components and procedures must be clearly defined, explained, and transparent to all educators.
14. All evaluation tools must be researched-based and regularly monitored for validity and reliability.
15. Data used for evaluation and improvement purposes must be kept confidential to protect the integrity and utility of information used to improve professional practices.
16. Any evaluation system must be monitored and evaluated to ensure that it is working as intended and it remains consistent with its purpose.
17. Any effective evaluation system that supports professional learning requires an ongoing commitment of financial resources, training, and time.

*(CTA Framework, 2012)*

## APPENDIX B

### TABLE 1: FORMATIVE AND SUMMARITIVE ASSESSMENTS

Dimensions	Formative Assessment	Summative Assessment
<b>Purpose</b>	Used for growth and improved practice	Decisions about continued employment
<b>Evidence</b>	Various written or observable demonstrations of teaching and contributions to student learning	Multiple measures
<b>Frequency</b>	Ongoing and continuous	Periodic and scheduled
<b>Reporting Structure</b>	Collaborative, using flexible forms of Feedback	Adherence to strict guidelines, forms, and timelines
<b>Use of Evidence</b>	Diagnostic-designed to improve practice	Designed to make a judgment
<b>Relationship Between Administrator &amp; Teacher</b>	Collegial-to encourage reflection and discussion	Prescriptive-to prescribe a course of action
<b>Process</b>	Teacher self-reflection, peer feedback, peer input, peer review, administrator Feedback	Checks and Balances
<b>Adaptability</b>	Open, exploratory, and integrated into practice; focused on practitioner development and practice	Precisely defined, limited to required Documentation
<b>Standards of Measurement</b>	Allows flexibility and revision of documents in response to individual teaching and learning environments Individualized; multiple systems of demonstration and documentation; pursuit of excellence in one's own practice	Outcomes set (yes/no, met/did not meet); sorting or rating

*(CTA Framework, 2012)*

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