

**Agreement**

Between

**BOARD OF EDUCATION**

of the

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

and

**COVINA UNIFIED EDUCATION ASSOCIATION**

July 1, 2019 through June 30, 2022

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ARTICLE I  
AGREEMENT

- 1.1 Pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"), the Articles and provisions contained herein constitute an agreement by and between the Board of Education of the Covina-Valley Unified School District (hereinafter referred to as the "Board" or "District") and the Covina Unified Education Association (hereinafter referred to as the "Association" or "CUEA").
- 1.2 This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019.
- 1.3 The parties agree that Article XVI, Health and Welfare Benefits and Article XVII, Salary shall be open for negotiations in all succeeding years. The Association and the District shall each have the right to one re-opener in subsequent years, and additional article(s) may be re-opened by mutual agreement.
- 1.4 The District and the Association recognize that future legislative changes may require the parties to modify the current terms and conditions of unit member employment. If this occurs, the parties agree to commence negotiations within ten (10) working days of a request from the other party on changes to any terms of employment that are mandated by law.

## ARTICLE II RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative for a certificated unit of employees for the purpose of meeting and negotiating with the District. The certificated unit shall consist of the following:

- Classroom Teachers
- Learning Specialists
- Teachers on Special Assignment (TOSA)
- School Nurses
- Speech and Language Pathologists
- Education Specialists (Special Education Teachers)
- Adapted PE Teachers
- Itinerant Teachers
- Children's Center Teachers
- Adult Education Teachers who regularly work more than 24 hours per week
- Unit members in regular positions who occupy extra duty positions as delineated in the Agreement

2.2 This unit shall exclude the following:

- Management and confidential employees as designated by the Board of Education
- School Psychologists
- Supervisory employees
- Substitutes (day-to-day, not under contract)
- Consultants
- Interns (other than bargaining unit positions)
- Student teachers
- Independent contractors
- Intermittent employees with irregular work schedules

## ARTICLE III ASSOCIATION RIGHTS

### 3.1 Communications During Working Hours

The Association agrees that its employees and officials, including but not limited to faculty representatives, shall not communicate with members of the bargaining unit about Association business or activities during regular working hours. Such communication shall be limited to times other than the respective unit members' working hours. With sufficient notification to the immediate supervisor of the work area or such supervisor's designee, the District shall grant the Association, including the leadership and staff of CUEA/CTA/NEA, access, without charge, during the lunch break, before or after normal working hours, to areas in which employees work.

### 3.2 Bulletin Board

The Association shall be provided without charge not more than one-third of the total area of each facility's currently designated official bulletin board. Such bulletin board area will be identified by the immediate supervisor of the facility and labeled "CUEA." If the Association desires to have a bulletin board devoted entirely to its own use in a particular facility and space is reasonably available for such a bulletin board as determined by the immediate supervisor of the work area, the District agrees to provide such space. The cost of any such additional bulletin board shall be borne one-half by the District and one-half by the Association.

### 3.3 Mailboxes

- 3.3.1 The District recognizes the Association's right to place mail in unit members' school and district facility mailboxes. Materials distributed in such mailboxes shall be solely for the purpose of Association business. The District recognizes the Association's right to use intradistrict mail and email.
- 3.3.2 All Association postings and communications to unit members shall be submitted to the Superintendent or designee no later than their posting or entrance into the unit members' mailboxes. This requirement of submission to the Superintendent does not apply to communications which are specific to a limited number of individuals.
- 3.3.3 All Association communications shall be dated and shall identify the organization responsible for their promulgation.
- 3.3.4 The Association shall have the use of District email to communicate with its unit members. Communications will be carbon copied (cc) to the District Superintendent or designee, in compliance with section 3.3.2 - 3.3.3. The use of District email shall be in accordance with the District's Acceptable Use Policy.

### 3.4 Association Leave

- 3.4.1 Up to fifty (50) days non-cumulative paid leave per year shall be available for use by the Association President or his/her designee. Such leave shall be used for official Association business and the District shall pay the cost of any substitutes who may be needed for the first forty (40) days of such leave. The Association shall pay the cost of any substitutes who may be needed for the last ten (10) days of such leave. The Association has the option to use Association Leave to cover the cost of any witnesses it calls during an arbitration hearing. The leave may be taken in 1/8 day increments.
- 3.4.2 Four-fifths paid leave per year or its equivalent shall be available for use by the President and/or designee of the President. Such leave shall be used for official Association business. The District will pay for three-fifths, and the district and the Association will split the cost (50%-50%) of one-fifth for a total of four-fifths.
  - 3.4.2.1 Beginning in 2017-18 the district and the Association will jointly split the cost (50%-50%) of the final one-fifth of leave.

### 3.5 Buildings and Facilities

The District recognizes the Association's right to use the District's buildings and facilities at times other than normal working hours and hours of student instruction or activity as long as the Association submits the appropriate Civic Center Act form to the Community Services Office of the District and as long as the use of such buildings and facilities does not interfere with instructional or activities programs, District operations or previously-scheduled activities.

- 3.5.1 The District acknowledges the exclusive right of the Association to access its members during the members' non-instructional/non-duty time, to include meeting with members in the site designated lunchroom/lounge during the entirety of the site lunch break.

### 3.6 Unit Member Roster

- 3.6.1 The District will furnish to the Association, a listing, of each unit member no later than ten (10) working days after the first instructional day of each school year. To include name, job title, work location, home/cell phone, home address, and personal email.
- 3.6.2 The District agrees to furnish period master schedules to the Association every thirty (30) days.

3.6.3 Three (3) times per year (September 30, January 31, and May 31) the District will provide to the Association all of the information listed below for all employees.

- a) First name
- b) Middle initial
- c) Last name
- d) Suffix
- e) Job title
- f) Department
- g) Primary worksite name
- h) Work telephone number
- i) Work extension
- j) Home street address
- k) City
- l) State
- m) Zip code
- n) Home telephone number
- o) Personal cellular telephone number
- p) Hire date

### 3.7 New Agreement

3.7.1 The District will provide an electronic copy of the ratified agreement to the Association for review prior to printing and distribution.

3.7.2 The District shall post and maintain a full and complete electronic copy of the current ratified agreement on the school district website within twenty (20) days of ratification by the Association and approval by the Board of Education.

3.7.2.1 Any public posting or electronic distribution of all or any part of this agreement will be shared with the Association at least twenty-four (24) hours prior to the posting by the District.

3.7.3 The District shall print and distribute a copy of the new collective bargaining agreement to each school site, Principal, Site Representative, and Association Executive Board member within twenty (20) days of approval by the Association and the Board of Education.

### 3.8 Board of Education Packet

The District shall make available to the Association a complete Board of Education agenda at the same time as it is made available to the Board with respect to public Board meetings.

### 3.9 District Calendar of Events

The District agrees to print in its annual Calendar of Events those dates of regularly-

scheduled monthly Association meetings provided they are submitted to the District no later than May 15 each year. No regularly scheduled District level meetings shall conflict with these dates.

3.10 Negotiations

3.10.1 During negotiations, the parties shall agree to a schedule of reasonable alternation between District facilities and Association facilities.

3.10.2 The District shall provide financial and attendance documents in accordance with California Government Code 3545.25, Chapter 276.

3.11 New Teacher Orientation

3.11.1 During the period of new teacher orientation, the District shall provide an opportunity for representatives of the Association to meet with such new teachers. Specifically, representatives of the Association can meet with new teachers in-person for not less than sixty (60) minutes at the conclusion of the District new teacher orientation breakfast or luncheon.

ARTICLE IV  
NON-DISCRIMINATION

- 4.1 Neither the District nor the Association, in violation of the law, shall discriminate against any unit member on the basis of race, color, creed, national origin, sex, sexual orientation, sexual identification, marital status, physical and mental disability, age, religion, political beliefs, membership or lack thereof in an employee organization, or participation or lack thereof in the activities of an employee organization.

ARTICLE V  
GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1 Grievance: A written claim by a grievant that he/she or it has been adversely affected by an interpretation, application or violation of a specific provision of this Agreement.
- 5.1.2 Day: Any day in which the grievant is required to perform duties.
- 5.1.3 Supervisor: The lowest level administrator or his/her designee having line supervisory authority over the grievant.
- 5.1.4 Grievant: Any unit member or the Association asserting a grievance.
- 5.1.5 Unit member: A member of the bargaining unit.

5.2 Informal Resolution

- 5.2.1 Before filing a formal written grievance, a unit member shall first attempt to resolve the matter at an informal conference with his/her supervisor. A unit member may have the matter adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- 5.2.2 Before filing a formal written grievance, the Association shall first attempt to resolve the matter at an informal conference with the Assistant Superintendent, Personnel Services and/or the site supervisor when appropriate.
- 5.2.3 If the matter is resolved or if the grievant does not take further steps, the case is closed.
- 5.2.4 If the grievant is not satisfied with the results of the informal conference, and if the matter, when reduced to writing, constitutes a grievance as defined herein, the grievant may file a formal written grievance. (Appendix E, Forms)

5.3 General Provisions

- 5.3.1 The time limits set forth in the grievance procedure may be extended or shortened upon the mutual agreement of the grievant and the District. The time limits for appeal provided in each step shall begin the day following receipt of the written decision at the previous step.
- 5.3.2 No grievance shall be resolved until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 5.3.3 Although a specific time period is provided for administrative decisions at each step of the grievance procedure, it is recognized that multiple grievances or appeals must be processed in a sequential manner. Consequently, at each step of the procedure, multiple grievances or appeals shall be assigned consecutive numbers, based upon the time and date on which they are received. Administrators shall process such numbered grievances or appeals in a sequential manner so that the first filed will be the first considered. Administrators shall attempt to resolve multiple grievances or appeals promptly. However, notwithstanding the specific time periods provided for decisions at the various steps of this procedure, an administrator shall not be required to consider more than one grievance or appeal per day.
- 5.3.4 In situations where more than one grievance or appeal is received on the same day by an administrator, the unit member will be notified by the administrator of the number of his/her grievance or appeal and the anticipated time table for review and decision.
- 5.3.5 If multiple grievances are filed alleging the same or similar allegation(s), the District and the Association may process them as one grievance.
- 5.3.6 An Association representative shall have the right to receive a reasonable period of released time without loss of compensation for the purpose of processing a grievance and attending any arbitrations. A grievant shall have the right to receive released time for the purpose of attending a grievance hearing held during hours of assigned duty. Released time shall be granted by the supervisor upon reasonable prior notification.
- 5.3.7 Neither the District nor the Association shall take reprisals against any party because he/she participated or failed to participate in the grievance procedure.
- 5.3.8 The Grievance Form (Appendix E, Forms) shall be mutually agreed upon.
- 5.3.9 All documents dealing with the processing of a grievance will be maintained separately from the personnel files of the participants.

#### 5.4 Procedure

##### 5.4.1 Step I - Formal Grievance

If a unit member or the Association is not satisfied with the results of the informal conference, the grievant shall within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, present the grievance in writing on the Grievance Form to the Assistant Superintendent, Personnel Services. The grievance may be filed within twenty (20) days after the Association is notified of the occurrence provided this is within thirty (30) school days of the occurrence.

The information on the Grievance Form shall include:

- (A) A statement of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- (B) A statement of the provisions of this Agreement which are alleged to have been violated.
- (C) A statement of the way in which the grievant has been adversely affected.
- (D) A statement of the reason why the response was unacceptable.
- (E) A statement of specific actions requested of the District which will remedy the grievance.
- (F) Where the Association is the grievant, it shall identify the affected unit members.

5.4.1.1 Within two (2) days of receipt of the Grievance Form, the Assistant Superintendent, Personnel Services shall confer or schedule a conference with the grievant and/or his/her representative selected by the Association.

5.4.1.2 The Assistant Superintendent, Personnel Services shall make a written response to the grievant within seven (7) days after receipt of the Grievance Form by completing the Grievance Form and returning it to the grievant.

5.4.1.3 If the Assistant Superintendent, Personnel Services does not respond within the time limits, the grievant may appeal to the next step.

5.4.1.4 If the grievance is resolved or if the grievant does not take further steps, the case is closed.

#### 5.4.2 Step II - Formal Appeal to the Superintendent

5.4.2.1 If the grievant is not satisfied with the decision at Step I, the Association may appeal the decision in writing on the Grievance Form to the Superintendent within seven (7) days.

5.4.2.2 This appeal shall include a copy of the original grievance and a statement of the reasons for the appeal.

- 5.4.2.3 Within two (2) days of receipt of the Grievance Form, either the grievant or the Superintendent or his/her designee may confer or schedule a conference. Such conference shall be held within a ten-day period. A representative selected by the Association shall attend the conference.
- 5.4.2.4 The Superintendent or his/her designee shall communicate the decision and the reason(s) therefore in writing to the grievant within ten (10) days after receipt of the appeal or five (5) days after the conference whichever period is longer unless the parties mutually agree in writing to an extension.
- 5.4.2.5 If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next step.
- 5.4.2.6 If the grievance is resolved or if the grievant does not take further steps, the case is closed.

5.4.3 Step III - Formal Appeal for Binding Arbitration

- 5.4.3.1 If the Association is not satisfied with the decision in Step II, the Association may request binding arbitration within ten (10) days of receipt of the response from Step II, subject to the following provisions:
- 5.4.3.2 It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the grievance procedure. The provisions of Article II, Recognition and Article XIX, Management Rights, are specifically excluded from the outside arbitration under the provisions of this Article.
- 5.4.3.3 As soon as possible, and in any event not later than ten (10) days after the District receives written notice the Association will proceed to arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, the American Arbitration Association shall be requested to provide a list of seven (7) arbitrators. A single arbitrator shall be selected from the list of seven (7) by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot.
- 5.4.3.4 The arbitrator shall not have jurisdiction to hear any grievance which is not filed or appealed within the time limits of this Article. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement but shall determine only whether or not there been a violation of this Agreement in the respect alleged in the grievance. The decision of

the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

- 5.4.3.5 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority nor consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence but shall not be used so as to justify or result in what is in effect a modification (whether by addition or deletion) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the twenty-day (20-day) period specified in Step I of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.
- 5.3.4.6 The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute. The provisions of this Article shall constitute the sole and exclusive method for adjustment and settlement between the parties of any and all grievances.
- 5.3.4.7 All costs for the services of the arbitrator including the cost of any hearing room will be borne equally by the District and the Association. All other costs including the cost of a court reporter, transcripts, witnesses and necessary substitute costs will be borne by the party incurring them, except that the grievant shall be given release time to attend the arbitration. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either shall be borne by the party requesting same. Each party shall bear the expense of the presentation of its own case.

5.4.3.8 The arbitrator may hear and determine only one grievance at a time unless the parties mutually agree otherwise.

ARTICLE VI  
MEMBERSHIP DUES, AGENCY FEE, AND PAYROLL DEDUCTIONS

- 6.1 Any unit member who is a member of the Covina Unified Education Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues.
- 6.1.2 Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months, commencing with the October 1 pay warrant.
- 6.1.3 Deduction for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated and shall then continue through the end of the unit member's employment or June 30 should the member elect to change his/her status.
- 6.2 Any unit member who is not a member of the Covina Unified Education Association, or who does not make application for membership shall become a member of the association or pay the Association a fee in an amount equal to unified membership dues and general assessments.
- 6.2.1 This is payable to the Association in one cash payment, or by authorizing payroll deduction for such fee beginning with the October 1 pay warrant. In the event that a unit member shall not pay such fee directly to the association, or authorize payment through payroll deduction as provided in section 6.1, the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this article.
- 6.2.2 There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.2.3 Deduction for unit members hired after commencement of the school year shall be appropriately prorated and shall then continue through the end of the unit member's employment or June 30 should the member elect to change his/her status.
- 6.3 Any unit member who has sincere religious beliefs which include objection to joining or financially supporting employee organizations shall not be required to join or financially support Covina Unified Education Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to the service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c) (3) of Title 26 of the Internal Revenue Code:
- 6.3.1 Foundation to Assist California Teachers (FACT)
- 6.3.2 United Way

- 6.3.3 American Red Cross
- 6.3.4 City of Hope
- 6.3.5 Such payment shall be made on or before October 1 of each school year.
- 6.4 Proof of payment and a written statement of objection, pursuant to this Article, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of this Article.
  - 6.4.1 Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid and date of payment, in lieu of the service fee.
  - 6.4.2 Such proof shall be presented on or before October 31 of each school year.
  - 6.4.3 In the event that proof of payment is not submitted, payroll deductions will automatically begin, retroactive to the beginning of the school year.
  - 6.4.4 Unit members hired after the commencement of the school year pay a prorated amount based upon their date of hire and submit proof of payment within 30 days of first pay warrant. In the event that proof of payment is not submitted, payroll deductions will automatically begin, retroactive to the date of employment.
- 6.5 Any unit member who is an agency fee payer or a religious objector and who requests that the grievance or arbitration provisions of this agreement be used on his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 6.6 With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

#### Additional Payroll Deductions

- 6.7 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for tax sheltered annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.
- 6.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of all sections of the Article.

## ARTICLE VII HOURS OF EMPLOYMENT

### 7.1 Professional Day

Both the District and the Association recognize the professional nature of teacher employment.

7.1.1 The professional day shall include regularly assigned responsibilities as well as caring for student needs, lesson planning, selection and preparation of instructional materials, student instruction and evaluation, conferences and meetings with parents, colleagues and administrators, record keeping, and professional growth activities.

7.1.2 A standard school week of teacher attendance is not to exceed thirty-seven (37) hours inclusive of lunch and other duty free breaks.

### 7.2 Adjunct Duties

All adjunct or related duties are not specifically enumerated herein; the District shall assign such duties equitably among unit members.

7.2.1 Adjunct duties are defined as any duties for which an assigned schedule exists that occur outside a reasonable professional day.

7.2.2 At the request of the Association the District agrees to meet and confer with the Association where there are concerns at a particular school about excessive adjunct duties.

7.2.3 Professional responsibilities shall not include the direction of traffic off of school property.

### 7.3 Breaks

Each unit member shall be entitled to an uninterrupted, duty-free lunch break of at least thirty-five (35) minutes between the hours of 11:00 a.m. and 1:15 p.m.

7.3.1 During any modification to the regular schedule each unit member shall be entitled to an uninterrupted, duty-free lunch break of at least thirty (30) minutes, as provided by Ed Code.

7.3.2 The site administrator will provide time for each unit member to have a physical relief break other than lunch.

7.3.3 No brunch or recess duties will be required of unit members between the beginning and end of the students' instructional day.

#### 7.4 Classroom Visitors

Teachers will receive reasonable advance notice of visits by persons who are not employees of the District.

- 7.4.1 Visits by parents or guardians of students shall be arranged by mutual agreement between the unit member affected and the persons scheduling the visit.
- 7.4.2 Classroom visitations or observations by representatives of outside agencies, educational or community, will be scheduled in cooperation with the unit member.

#### 7.5 Conference Planning Period

Each full-time unit member, grades 6-12, shall be provided with at least one (1) conference/planning period within the instructional day. Teachers at the middle and high school levels shall not be assigned more than a five (5) period day. If the school is on a modified schedule, then the conference planning period time must be equitable and may not be offered each day of the week. Unit members shall be present during their conference period unless a site administrator or designee is notified.

- 7.5.1 Teachers at the middle and high school levels shall not be assigned an additional one-fifth (1/5) without their consent. Teachers may be required to facilitate guided study/home room as their part of their regular teaching assignment.
- 7.5.2 Teachers who agree to teach an additional class during their conference/planning period shall be compensated twenty percent of their daily rate for each day of that assignment.
- 7.5.3 While master schedule development is based on student needs, when scheduling one-fifth (1/5) assignments, the site Principal or their designee will make every effort not to schedule additional one-fifth (1/5) assignments to unit members during departmental common planning periods.

#### 7.6 Substitution

- 7.6.1 A full-time unit member in grades 6-12 who is assigned to teach a class during his/her conference/planning period because of the unavailability of a substitute teacher shall be compensated at the period substitute rate on the Hourly Rate Salary Schedule.
- 7.6.2 Such assignments shall be distributed equitably among available staff.
- 7.6.3 A full-time unit member in grades TK-5 who is assigned additional students on a given day, because of the unavailability of a substitute teacher, shall be compensated at the in-staff substitute rate on the Hourly Rate Salary Schedule.

## 7.7 Emergency Release

Should a personal emergency involving imminent danger to the immediate family or real property of a unit member arise during the instructional day, the unit member will be released from school responsibilities by the site administrator as soon as his/her class or duties can be assumed by other personnel.

7.7.1 Every reasonable effort shall be made by the site administrator or designee to expedite the release of the unit member in emergency situations.

7.7.2 This section applies to emergency situations affecting individual unit members, but not in emergencies involving more than four unit members at the same site.

## 7.8 Faculty Meetings

Administration shall collaborate with site leadership when developing the topics for faculty meetings, collaborative meetings, and professional development.

7.8.1 At the request of the Association, the District agrees to meet and confer with the Association where there are concerns at a particular school about excessive meetings.

7.8.2 Professional Development involving an entire school staff will be included as a part of regular staff meetings whenever practicable.

## 7.9 Parent Teacher Conferences

7.9.1 Teachers in grades TK-5 will have one (1) student free day to hold parent conferences for students not making adequate progress toward grade level standards on an as-needed basis and/or at the request of a parent/guardian.

7.9.2 Middle and high school teachers will schedule parent teacher conferences on an as-needed basis as determined by the teacher and/or at the request of a parent/guardian.

## 7.10 Report Cards

7.10.1 Elementary Report Cards – Data will be inputted for elementary school report cards at the close of the sixth working day following the conclusion of the grading period.

7.10.1.1 All report cards will be printed and mailed home at the District level.

7.10.1.2 Three (3) minimum days shall be calendared for TK-5 report card preparation.

- 7.10.2 Middle School Grade Reports – Middle school grade reports will be ready for processing at the close of the fourth working day following the conclusion of the grading period.
- 7.10.3 High School Grade Reports - High school progress reports will be ready for processing by 4:00 p.m. on the fourth working day following the conclusion of the grading period.
- 7.10.3.1 This provision does not apply to the completion of semester report cards by high school teachers.
- 7.10.3.2 First semester report cards will be turned in at the close of the second working day of the second semester.
- 7.10.3.3 Second semester report cards for grades 9-11 will be completed by high school teachers and turned in at the close of the last working day of the school year.
- 7.10.3.4 Second semester report cards for high school seniors will be turned into the school office in sufficient time to allow the school administration to determine which students have met high school graduation requirements.
- 7.10.3.5 Second semester report cards for high school seniors are to be turned in no later than 4:00 p.m. on the last day of senior finals. Final grades for all other students will be turned in to the school office at the close of the last working day of the school year.

## 7.11 Days of Required Service

Service provisions will reflect inclusion of the following classifications:

- Classroom Teachers
- TOSAs (Teacher on Special Assignment)
- Learning Specialists
- School Nurses
- Speech and Language Pathologists
- Educational Specialists (Special Education teachers)
- Adapted PE Teachers
- Itinerant Teachers

### 7.11.1 Returning Unit Members - 184 days includes:

- One day of pre-school staff development with unit members fully participating in the design and content of the day
- 1/2 day orientation, 1/2 day teacher selected activities
- TK-5 parent conference day

- 6-8 Professional Development Day
- 9-12 grade preparation day
- 1 day of mid-year staff development
- 180 days of instruction

7.11.2 New Unit Members - 186 days includes:

- Two pre-school orientation/staff development orientation
- One day of pre-school staff development with unit members fully participating in the design and content of the day
- 1/2 day orientation, 1/2 day teacher selected activities
- TK-5 parent conference day
- 6-8 Professional Development Day
- 9-12 grade preparation day
- 1 day of mid-year staff development
- 180 days of instruction

7.11.3 Secondary Unit Members on Less Than Full-Time Assignment

Secondary unit members who work less than 100% (1.0 FTE), will be required to attend a proportional amount of modified/articulation days. Secondary unit members who work less than 100% (1.0 FTE), will be required to attend a proportional amount of the professional development days.

7.11.3.1 In the beginning of the school year, such secondary unit members must confer with site Principal or designee on selecting which modified/articulation days, in relation to their percentage (FTE) worked, to be in attendance. Percentages will be rounded to the nearest whole number.

7.11.3.2 If any secondary unit member opts to voluntarily attend additional articulation/modified days or additional time at professional development days above their proportional amount required, the unit member will be compensated for the additional time at the employee consultant rate on the Extra Duty Salary Schedule.

7.11.4 Agriculture Teacher

7.11.4.1 Returning - 11 full months plus 12 days\*

7.11.4.2 New - 11 full months plus 14 days\*

\*Less authorized vacation

## 7.12 Calendar

The teacher work year calendar shall be negotiated annually in order for both parties to agree, such that three (3) work years are settled no later than January 31.

## 7.13 Special Education Release Time

7.13.1 TK-12 Special Education classroom teachers and APE teachers will be provided by the District up to two (2) work days per school year of released time from regular class duties, as needed to perform the duties described in this section. This released time is subject to these provisions:

7.13.1.1 The 2-day allotment is a maximum and must be used as described in this article. Therefore, some Special Education teachers will not be eligible for the full two-day (2-day) allotment if that amount of released time cannot be justified because of their comparative student caseloads, relatively non-complex IEP duties, or other factors.

7.13.1.2 The number of days of released time shall be pro-rated for Special Education classroom teachers in less than full-time or full-year special education assignments, with the two-day (2-day) maximum pro-rated to reflect the proportion the teacher's assignment bears to a full-time assignment.

7.13.1.3 Released time is compensated as regular work time. Unused released time does not carry over to future school years.

7.13.1.4 The released time shall be used for duties relating to preparing or reviewing reports and plans, participating in meetings, assessing students and similar or related duties associated with IEPs of students assigned to the unit member's class and /or case load. Unit members using such released time shall remain on site, actively performing such duties.

7.13.1.5 The released time shall be allotted on a full-day basis (or pro-rated for part-time unit members). The District will provide a full work day substitute for the unit member, but the resulting released time and substitute services may be used cooperatively among the special education team at the site.

7.13.1.6 Any request for released time must be submitted to the site administrator and the Director of Special Education at least one week before the proposed usage. The request must include a description of the duties to be performed by the unit member and must identify the student(s) whose IEPs or services are to be addressed. The request may be approved or disapproved by the site

administrator and the Director of Special Education. A disapproved request will not decrease the total amount of released time available to the unit member. Any released time requested and granted may be scheduled by the District for a different time to meet school or program needs, including substitute availability. Once a substitute has been scheduled, the unit member may not withdraw or reschedule the released time except with permission from the site administrator and the Director of Special Education.

#### 7.14 Shared Teaching Assignment

Shared teaching assignments shall be filled only by tenured unit members who have jointly agreed to work together and have submitted a written proposal of teaching to the Superintendent or designee.

- 7.14.1 This proposal must be received on or before March 1st prior to the year in which the shared teaching assignment will be requested.
- 7.14.2 If the site administrator or department/division head approves, the job share request will be forwarded to the District Personnel Office for final approval by June 1.
- 7.14.3 The proposal for a shared teaching assignment must state in detail how the shared teaching assignment will provide a sound educational program for the students the applicants will teach as well as explain how the applicants would ensure close cooperation in such matters as planning, teaching, evaluating; and communicating with one another and with parents, staff, and administration; and performing supervisory and extra-curricular duties.
- 7.14.5 The District will determine whether any proposed shared teaching plan should be approved.
- 7.14.6 Shared teaching positions are not established or renewed until the applicants and the District have agreed upon the plan, and shall be subject to review and renewal each year upon such terms as the parties may agree.
- 7.14.7 The employees shall be permitted to return to their regular status at the completion of any school year should the shared teaching assignment not be renewed.
- 7.14.8 Written verification of the shared teaching assignment will be provided in the form of a District contract.
- 7.14.9 If approved, each teacher is required to attend all service days prior to the opening of school as required of full time teachers, Back-to-School, and Open House.

- 7.14.10 Job share teachers are not required to attend District or site designated staff development during their off day during the school year. Should a job share teacher opt to voluntarily attend a District or site designated staff development during their off day during the school year, the teacher will be compensated at the employee consultant rate on the Extra Duty Salary Schedule.
- 7.14.11 In the event one of the participants is unable to continue in the shared teaching assignment one of the following options shall be exercised:
  - 7.14.11.1 The remaining participant shall convert to a full time employee;
  - 7.14.11.2 With the approval of the site administrator or department/division head, a new partner shall replace the unit member who vacated the position assuming all responsibilities of the vacating member for the remainder of the contract;
  - 7.14.11.3 The remaining partner may apply for a leave of absence without pay, if eligible, for the remainder of the contract.
- 7.14.12 Teachers will receive their annual salary in proportion to amount of time taught.
- 7.14.13 Teachers who work a minimum of fifty percent (50%) in a shared teaching assignment earn one (1) year's credit on the teachers' salary schedule. Teachers who work less than fifty percent (50%) will earn one-half (1/2) year's credit for each year of service.
- 7.14.14 Teachers will receive a pro-rated year's credit toward the State Teachers Retirement System (STRS) as determined and calculated by CalSTRS.
- 7.14.15 Teachers will maintain their place on the District's seniority list and advance in accordance with their salary schedule years of advancement.
- 7.14.16 Teachers may participate in the medical, dental, vision, and life insurance plans.
  - 7.14.16.1 Each job share teacher shall receive District-paid dental, vision, and life insurance coverage.
  - 7.14.16.2 Each job share teacher may select a medical plan or the waiver of the medical option.
  - 7.14.16.3 In the event that job share teachers opt to split the District assigned medical benefits, the following guidelines shall apply:
    - 7.14.16.3.1 The District shall provide the equivalent of one medical plan per FTE position, at a cost of no more than the family PPO plan.

7.14.16.3.2 Each unit member in the job share shall contribute the balance of the cost of the medical plan in accordance with the inverse percent of their assignment as stated in the health and welfare article.

7.14.16.4 In the event that one of the participants can demonstrate alternate medical insurance coverage, he/she may assign District-paid benefits to the job share partner. The balance of the benefit costs shall be paid by the teachers through payroll deduction.

## 7.15 Bell Schedule Voting

Voting on the bell schedule shall take place annually at each school site. The teaching staff shall select from a list of three (3) schedules agreed upon by the District and the Association.

7.15.1 Ballots shall include copies of the proposed bell schedules.

7.15.2 Bargaining unit member approval shall be ascertained by a secret ballot election and be completed between March 1 and March 31.

7.15.3 An Association Representative and District Appointee shall jointly administer and tally the vote.

7.15.4 Bell schedule approval shall be ascertained using the following guidelines:

7.15.4.1 The bell schedule option that receives a super-majority of the votes (67%) will be declared the selected choice.

7.15.4.1.1 In the event that only two (2) options receive votes and the third option receives zero votes, the bell schedule receiving the highest number of votes will be declared the selected choice.

7.15.4.2 In the event that no choice receives a super-majority of the ballots cast, the two (2) bell schedule options receiving the highest number of votes will be subject to a secondary ballot. The option receiving the highest number of votes will be declared the selected choice.

## 7.16 TK and Kindergarten Day

7.16.1 The day shall be no more than five (5) hours in length.

7.16.1.1 The day shall include no more than two hundred forty (240) instructional minutes, with no less than forty (40) minutes of teacher selected time for developmental activities.

- 7.16.1.2 The day shall include a minimum fifteen-minute (15-minute) duty free recess (snack).
- 7.16.1.3 The day shall include a minimum thirty-five-minute (35-minute) duty free lunch after at least one hundred eighty (180) minutes from the start of the school day.
- 7.16.1.4 TK and Kindergarten classes shall participate in all site wide minimum and modified days.
- 7.16.1.5 On minimum and modified days, kindergarten shall be dismissed no later than the same time as first grade.
- 7.16.2 TK and Kindergarten teachers shall assist in the design and participate in an equitable distribution of kindergarten specific duties at each site.
- 7.17 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II - Recognition.

## ARTICLE VIII LEAVES

The provisions of Article VIII shall not apply to unit members assigned to the extra duty positions other than summer school teachers listed in Article II, Recognition.

Full-time members accrue eleven (11) days of leave per year. Those days, plus all previously accrued days may be used for: sick leave, personal necessity leaves, pregnancy leave, industrial accident leave, and child adoption leave.

### 8.1 Sick Leave

- 8.1.1 Sick leave with full pay shall be granted under the conditions set forth below to unit members who are absent on work days because of illness, injury, pregnancy-related disability or quarantine. Sick leave may be taken in one-hour (one-eighth day) units. The unit member must return to work in cases where it is not necessary to be absent the entire day.
- 8.1.2 For each pay period month or major fraction of a month, a fulltime unit member works, the unit member shall accrue one (1) day of sick leave. Each unit member who works a full year of service shall accrue one (1) additional day of sick leave. For any fiscal year in which a unit member serves less than a full work year the unit member shall be entitled to a pro-rated amount of sick leave.
- 8.1.3 Sick leave is credited to the unit member's account in advance of accrual. At the beginning of each fiscal year the unit member will be credited with the amount of sick leave accruable for that fiscal year. Not later than November 1 of each school year, every unit member shall receive a sick leave credit statement showing the number of days (in hours) in the accumulated account and the number of days (in hours) allocated for the current school year.
- 8.1.4 Accrued sick leave which is unused shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request.
- 8.1.5 The amount of sick leave a unit member may use at any one time is the total amount credited to the unit member's account at that time, whether or not it has actually been accrued.
- 8.1.6 A unit member who is terminating employment shall reimburse the District (deductions will be made from the pay warrant) for use of sick leave in excess of accrual.
- 8.1.7 The District reserves the right to require a unit member to furnish appropriate proof

of illness or injury requiring absence when called upon to do so. However, in the case of short term illness (3 days or less) a unit member shall not be required to provide details regarding the nature of the illness. A report of absence signed by the unit member shall be required by the District for each use of sick leave.

- 8.1.8 A unit member who has taken sick leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Services Department a written release from the doctor or hospital where treatment occurred. The District may require a physical or psychiatric examination of the unit member before returning to work, such examination to be conducted by a District-designated physician or psychiatrist with the cost borne by the District.
- 8.1.9 Summer school teachers may utilize during the summer school session any sick leave accumulated during the regular school year. Non-Adult Education summer school teachers shall accrue one (1) day of sick leave for the session. Adult Education summer school teachers shall accrue sick leave in accordance with Article XIV.
- 8.1.10 The five (5) school-month period referred to below commences when the unit member is absent from duty on account of illness or injury and has exhausted the sick leave accruable for the current fiscal year and runs consecutively with other paid leaves, including but not limited to regular sick leave, except that, if the absence is due to an industrial accident, the five (5) school-month period commences on the first day after the industrial accident leave has been exhausted.

When a unit member is absent from his/her duties on account of illness or injury for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount, if any, paid the unit member shall be whichever of the following is applicable:

- (A) If a substitute is or isn't employed to fill the unit member's position or if no substitute employee is available after every reasonable effort has been made to employ one, the unit member shall be paid the difference between his/her regular salary and the per diem certificated substitute rate.
  - (B) If no substitute is needed and none is employed to fill the unit member's position, the unit member shall be paid his/her regular salary.
- 8.1.11 If at the end of this five (5) school-month period or when all regular sick leave has been exhausted, whichever occurs last, the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following: (1) take a personal leave without pay pursuant to Section 8.5 of Article VIII for not to exceed the remainder of the school year in which the leave occurs, (2) be placed on the thirty-nine-month (39-month) rehire list, or (3) retire if eligible pursuant to the provisions of the State retirement system.

## 8.2 Pregnancy Leave

Upon the written request of the unit member, pregnancy leave of absence shall be granted to a unit member who is required to be absent from her duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from, subject to the provisions hereinafter set forth:

- 8.2.1 Pregnancy leave of absence shall be chargeable to the sick leave and/or extended illness leave pursuant to Article 8.1.
- 8.2.2 A unit member is expected to continue to perform her duties until her physician certifies that she is medically precluded from performing her duties. If the unit member wishes to cease performing her duties at an earlier date, she may request a personal leave without pay pursuant to Section 5 of Article VIII to be effective immediately prior to the pregnancy leave.
- 8.2.3 The unit member requesting a pregnancy leave shall specify in writing the date on which she wishes to commence the leave and the date on which she wishes to return to employment following termination of pregnancy. Such requests shall be consistent with the provisions of Article VIII.
- 8.2.4 The District shall have the right to require the unit member who desires to return to employment on a specified date to provide a statement from her physician on a District form stating that she is physically capable of resuming the performance of her duties on said specified date.
- 8.2.5 A unit member is expected to resume her duties when her physician certifies that she is physically capable of resuming the performance of her duties. An eligible unit member may request leave for parental bonding as described in Article 8.11. If the unit member does not request, or is ineligible for, parental bonding leave and does not wish to resume her duties until a later date, she may request a personal leave without pay pursuant to Section 8.5 of Article VIII to be effective immediately following the pregnancy leave.
- 8.2.6 When pregnancy leave has been granted, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the unit member to the District.

## 8.3 Industrial Accident Leave

- 8.3.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.

- 8.3.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.
- 8.3.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.
- 8.3.4 When entitlement for industrial accident leave has been exhausted, the unit member may elect to use any sick leave, holidays, vacation or other paid leave to which the unit member is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the unit member of not more than full salary less appropriate deductions.
- 8.3.5 When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the position, in lieu of resigning, the unit member may elect to do one of the following: (1) take a personal leave without pay pursuant to Section 8.5 of Article VIII for not to exceed the remainder of the school year in which the leave occurs, (2) be placed on the 39-month rehire list, or (3) retire if eligible pursuant to the provisions of the State retirement system.
- 8.3.6 "Industrial accident," as used in this Section is defined as any illness or injury arising directly out of the employment of the unit member which forces the unit member to absent himself/herself from work upon the advice of a physician.
- 8.3.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the employee and the supervisor.
- 8.3.8 A unit member who is entitled to temporary disability indemnity under the Workers' Compensation law may elect to take accumulated sick leave or accumulated vacation after accumulated sick leave becomes exhausted which, when added to disability indemnity, will result in a payment of full salary appropriate deductions. When a unit member is entitled to pay under the Workers' Compensation law and is at the same time entitled to regular sick leave pay under Article VIII, in no case shall the total pay equal more than the full salary of the unit member less appropriate deductions. The District shall have the right to adjust its sick leave pay so as to pay the difference between the amount paid under the Workers' Compensation law and the full salary of the unit member. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision.

#### 8.4 Bereavement Leave

- 8.4.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out-of-state travel or one-way travel exceeding three hundred (300) miles is required, for each period of bereavement for absence during the period of bereavement due to death in the immediate family of the unit member. Bereavement

leave shall be used before personal necessity leave is used for purposes of bereavement. Bereavement leave not exceeding three (3) days need not be taken in consecutive order. Bereavement leave is not deducted from accumulated sick leave. A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.

- 8.4.2 “Immediate family,” as used in this Section is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, cousin, stepmother, stepfather, stepson, stepdaughter, stepfather-in-law, stepmother-in-law, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

#### 8.5 Personal Leave without Pay

Any unpaid leave may affect a unit member’s state retirement credit. A unit member may be granted personal leave without pay for any reason at the discretion of:

- 8.5.1 The principal or designee for not to exceed five (5) working days,

- 8.5.2 The Superintendent or designee for not to exceed twenty-two (22) working days,

- 8.5.3 The Board of Education for not to exceed the remainder of the school year in which the leave occurs.

#### 8.6 Personal Leave with Partial Pay

Unit members may be granted two (2) days non-cumulative personal leave per school year. This leave may be taken in one-hour (one-eighth day) units. Full-time unit members employed less than the full school year may be granted personal leave on a prorated basis. The unit member shall be paid the difference between his/her regular salary and the per diem certificated substitute rate. The dates on which such personal leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or any act prohibited by Article XIX during the leave shall automatically rescind the leave. Request for personal leave must be submitted no less than one (1) school day prior to said leave.

#### 8.7 Jury Service

- 8.7.1 Upon receipt of any notification of jury service or potential service it is the obligation of the unit member to seek postponement from the court to a time outside the period of employment.

- 8.7.2 Leave of absence shall be granted to any certificated unit member regularly called for jury service in the manner prescribed by law. Such leave shall be with pay not to exceed five (5) days.
- 8.7.3 Notwithstanding Section 8.7.2 of Article VIII, a certificated unit member shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount received as juror's fees provided:
- (A) The unit member is serving as a juror outside of the period of employment and the case is carried over into the period of employment and the unit member requests to be excused because continuing on jury service will entail undue hardship on the unit member or the public served by him/her, but said request is denied by the applicable court, judge or jury commissioner. Leave of absence with pay shall be granted until the case is decided.
  - (B) The unit member must return to work in cases where it is not necessary to be absent the entire day.
- 8.7.4 "Period of employment" as used in Article VIII means the time during which unit members in the unit member's classification are ordinarily paid under annual contract.

## 8.8 Personal Necessity Leave

- 8.8.1 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:
- (A) The total number of days allowed in one school year for such leave or leaves shall not exceed seven (7) days.
  - (B) The days allowed shall be deducted from and may not exceed the number of full pay days of sick leave to which the unit member is entitled under Section 8.1 of Article VIII.
  - (C) The leave may be taken in one-hour (one-eighth day) units.
  - (D) The unit member must return to work in cases where it is not necessary to be absent the entire day.
  - (E) Payment for such absence shall be made only upon certification by the Personnel Services Department that the absence was due to a situation designated as an emergency within the meaning of this Section. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 8.8.2(J) of Article VIII, indicate fully the nature of such emergency. The District reserves the right to require the unit member to

furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 8.8 of Article VIII did exist.

8.8.2 A unit member shall be granted personal necessity leave within the limits and conditions set forth below because of any of the following emergencies:

- (A) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 8.4 of Article VIII, or the death of a person significant to the unit member other than a member of his/her immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (B) An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (C) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (D) The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (E) The birth or adoption of a unit member's child. The birth of an unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complication or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under Article VIII shall be limited to seven (7) days as provided for in Section 8.8.3(A) of Article VIII. In the event that the unit member has exhausted personal necessity leave, the provision of Article 8.11 will apply. If the unit member is eligible for parental bonding leave for the absence, personal necessity leave will run concurrently with the parental bonding leave.
- (F) An appearance of the unit member in court as a litigant.

- (G) An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that:
  - (1) Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction;
  - and-
  - (2) In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District Accounting Department.
- (H) An appearance of the unit member under an official order from his/her selective service Board that is not covered by military leave status or policy.
- (I) Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to his/her assigned work site. The following conditions may be considered when appropriately documented: flooding, snow storms, mud slides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site, and stolen vehicle. The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.
- (J) Unit members may use two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 8.8.2(A) through (I) of Article VIII which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section. The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave. Request for such leave must be submitted no less than one school day prior to said leave.

8.8.3 "Immediate family," as used in this Section, is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the

unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, legal foster child or registered domestic partner, or any relative living in the immediate household of the unit member.

## 8.9 Child Adoption Leave

8.9.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by written verification of adoption

and may be for up to two (2) weeks prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.

8.9.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or designee after the written request has been received and reviewed. This leave may be granted for the remainder of the school year in which the child is adopted.

8.9.3 If the unit member elects to continue health and welfare benefits during this leave, he/she shall notify the Personnel Services Department not later than twenty (20) days prior to the commencement of leave and shall pay the full premium costs in advance.

8.9.4 If the unit member is eligible for parental bonding leave, the adoption leave under this paragraph shall run concurrently with the parental bonding leave to the extent paid leave is available.

## 8.10 Donation of Sick Leave

8.10.1 On a case-by case basis and with mutual agreement between the Association and the District, any bargaining unit member may donate five (5) days (40 hours) of accumulated sick leave to another bargaining unit member who has suffered a long-term, non-industrial related illness or injury and who will exhaust all fully paid leaves. The employee suffering from such illness or designee must request, in writing, donations of sick leave from bargaining unit members only, through the Personnel Office.

Requests shall be made prior to the exhaustion of all fully paid leave. Donation of sick leave will not be retroactive.

8.10.2 The Personnel Office will send out the notification of the request for donations of sick leave. The request will be sent for posting on all CUEA bulletin boards and the CUEA President notified of the request. All donations of sick leave will be voluntary with no personal solicitation of donors allowed.

The names of any bargaining unit members donating sick leave under this provision will not be made public.

8.10.3 Only bargaining unit members who have a minimum of fifteen (15) days (120 hours) of accumulated sick leave remaining after donating five (5) days (40 hours) of sick leave under this provision will be permitted to participate in this program. Employees eligible to donate sick leave will do so on a District approved form and must submit that form to the Personnel Office.

8.10.4 The maximum amount of sick leave that may be donated to any one person requesting donations under this provision will be equivalent to sixty (60) days.

8.10.5 Donated sick leave will be utilized for the specified employee in the following manner:

(A) donated sick leave will be assigned a usage number. The first donated sick leave received by the Personnel Office will be the first sick leave used by the beneficiary. As sick leave is used by the unit member requesting it, the leave time will be charge against the unit member donating the sick leave.

(B) if the employee returns to work prior to using all donated days, unused sick leave will be returned to the bargaining unit member donating the sick leave.

8.10.6 Up to an additional twenty (20) days (160 hours) of donated time may be requested in writing to the Assistant Superintendent, Personnel Services by the affected member or his/her immediate family. In this case, Section 8.10.5 procedures will be put into effect.

8.10.7 When all paid leaves of absence have been exhausted, and the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following: take a personal leave without pay pursuant to Section 8.5 or Article VIII for not to exceed the remainder of the school year in which the leave occurs, or retire if eligible pursuant to the provisions of the State retirement system.

#### 8.11 Parental Bonding Leave

Unit members who meet the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for up to twelve (12) work weeks. Pursuant to Education Code section 44977.5, eligible unit members will receive differential pay during this leave. The parties will reopen this Article 8.11 in the event of substantive amendment to Education Code section 44977.5.

8.11.1 The twelve (12) workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code § 12945.2). Nothing in

this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.

- 8.11.2 To be eligible for differential pay during parental bonding leave as defined in this section, the unit member must meet all eligibility requirements of the CFRA (Government Code § 12945.2).
- 8.11.3 A unit member shall not be provided more than one twelve-week (12-week) period of paid absence per maternity or paternity leave. However, if a school year terminates before the twelve-week (12-week) period is exhausted, the unit member may take the balance of the twelve-week (12-week) period in the subsequent school year. All such leave must be taken within one year of the birth or placement of the child.
- 8.11.4 For purposes of this article, “parental bonding leave” means child bonding or child care leave taken within the first twelve (12) months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- 8.11.5 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.
- 8.11.6 If both parents work for the District, the maximum combined leave available to the parents for child bonding is twelve (12) work weeks.
- 8.11.7 Any parental bonding leave must be requested in writing to Personnel Services a minimum of two (2) weeks prior to the date the leave is proposed to commence. A unit member returning from a leave of absence with a duration greater than thirty (30) days shall notify Personnel Services in writing of intent to return at least two (2) weeks before the expiration of the leave.

ARTICLE IX  
CLASS SIZE

The District and Association acknowledge the benefit of working collaboratively to implement reasonable student/teacher ratio goals. Therefore, the parties are committed to the collaborative process for working as partners in achieving reasonable student/teacher ratios goals. The parties agree that reasonable student/teacher ratios goals must be educationally sound, fiscally practicable, and provide elements of District level and school site flexibility.

- 9.1 The following staffing ratios shall be used in determining the number of classroom teachers to be employed at each school site within the District:

K-3	21 students per teacher for CSR classes
K-3	30 students per teacher for non-CSR classes
4-5	33 students per teacher
6-12	33 students per teacher per period
6-12 Physical Education (not Athletics)	60 students per teacher per period
Special Education Classes	In compliance with Statutory requirements

- 9.1.1 Staffing ratios are intended to determine appropriate allocation of teachers to each school and reasonable assignment of students to each teacher. The District recognizes that fluctuating enrollment, small schools, and student transience make class size limits difficult to project and/or maintain.
- 9.1.2 The District shall utilize interim measures as stated in 9.7 to address imbalances in desired student/teacher ratio goals subject to possible constraints including but not limited to the financial condition of the District; staff availability, credentials and qualifications; physical plant and classroom limitations; student transportation problems; special student needs including but not limited to concentration of educationally disadvantaged or special education students; and innovations in methods and programs.
- 9.1.3 Student/teacher ratios may be changed to accommodate the ongoing effectiveness of programs, as mutually determined by the principal and teacher, e.g., performing arts, athletics.
- 9.2 The number of work stations, space limitations, safety, and/or other educational concerns will be considered in accordance with the staff review process as outlined in section 9.7.
- 9.3 Except in ungraded classroom situations, regular education class will contain more than two grade levels without the concurrence of the classroom teacher.
- 9.4 The provisions of this Article shall not apply to extra duty positions to unit members listed in Article II, Recognition.

- 9.5 A regular education class which has a special education student mainstreamed into it will be provided with an instructional aide when the District determines it is appropriate and practicable to do so or the IEP mandates it.
- 9.5.1 A regular education classroom that has special education students mainstreamed into it, totaling more than half the day, shall reflect such numbers in its class size calculation.
- 9.6 The District will assign K-5 teachers for combination classes in accordance with teacher requests and/or to achieve equitable rotation within grade levels.
- 9.7 **Staffing Review - Phase I**  
A staffing review team at each school shall convene within six weeks after the start of the school year and, for 6-12 schools, within six weeks after the start of the second semester to review and analyze local staffing data. The staffing review team will examine classes that exceed the ratios as stated in 9.1 and provide recommendations to the school site principal who is responsible and accountable for the development of the master schedule. In grades K-5, a staffing review team shall be composed of the Site Leadership Team, site Principal, and CUEA Site Representative. In grades 6-8, the team shall be composed of the Department Liaisons, site Principal, and CUEA Site Representative. In grades 9-12, the team shall be composed of Department Chairs, site Principal, and CUEA Site Representative. The purpose of the Staffing Review Teams shall be to achieve reasonable student/teacher ratio goals as stated in 9.1.
- 9.7.1 If the review indicates a class size in excess of the ratio goals, the reviewing team will recommend the appropriate option(s) to reduce the teacher/student ratio. Modifications to be considered shall include, but not be limited to the following:
- Elementary: Re-organization and balancing of classes, transfer student to site with grade level availability, provide a classroom instructional aide, form combination classes, employment of an additional full/part time instructional staff, etc.
- Secondary: Re-organization and balancing of classes, increasing the number of sections, employment of an additional full/part time instructional staff, etc.
- 9.8 **Staffing Review - Phase II**  
Following the staffing review process as indicated in section 9.7, any modifications for classrooms in which class sizes have exceeded the desired staffing ratio goals by 15% (i.e. grades K-3 (CSR) by 3 students, K-3 (non-CSR) and grades 4-12 by 5 students, and Physical Education by 9 students), shall be implemented no later than 15 days following the Phase 1 review. In cases where new personnel are to be hired, the 15 working days shall be extended in order for the person to clear all statutory employment requirements.
- 9.9 **Staffing Review - Phase III**  
Individual class enrollments, as shown in the third and seventh month enrollment reports, that exceed the desired student/teacher ratio goals by 15% (as indicated in 9.8), shall be reported to the Board of Education within 30 days of said reports, respectively. This shall

exclude Athletics, Fine Arts, Guided Study, Exploratory Electives, and Business/Vocational Education.

- 9.10 Enrollment data by teacher and grade for every school, along with a separate report delineating one-fifth assignments for every school shall be provided during the Association's monthly meeting with District officials.

ARTICLE X  
SAFETY

- 10.1 The District shall make necessary provisions for safety so that unit members will not be required to work under unsafe conditions or perform tasks which endanger their health or safety during the hours of their employment.
- 10.2 Unit members shall perform their duties in a safe manner abiding by rules and regulations established by the District, shall use safety devices, and shall immediately report any accident or unsafe working condition or equipment to site administrator or designee appropriate personnel at the worksite.
  - 10.2.1 Unit members who report an unsafe working condition shall receive a response in a reasonable period of time-within twenty-four (24) hours of reporting.
  - 10.2.2 If corrective action is required, the unit member shall be informed of the corrective action to be taken and an estimated time of completion.
  - 10.2.3 A unit member shall be provided an alternate work environment until the corrective action is completed.
  - 10.2.4 If no corrective action or response has been forthcoming within ten (10) days, the unit member may inform the principal of the school in writing and forward a copy to the Assistant Superintendent, Business Services and the Superintendent.
- 10.3 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry (where applicable) standards.
- 10.4 In case of vandalism or destruction of a unit member's classroom, he/she shall be provided appropriate custodial assistance and reasonable release time to deal with the situation.
- 10.5 A teacher may suspend any student from the teacher's class for any of the acts enumerated in Section 48900 of the Education Code for the day of the suspension and the day following.
  - 10.5.1 The teacher shall immediately report the suspension to the appropriate site administrator for implementation of appropriate actions as outlined in the Education Code, utilizing the District approved Teacher Suspension of a Student Form. (Appendix E, Forms)
  - 10.5.2 Prior to the start of the next school day, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension.

- 10.5.3 A school administrator shall attend the conference at the request of the teacher or parent.
- 10.6 The principal or designee shall notify a unit member upon the transfer of a student into the unit member's class when that student has been a discipline transfer, an expulsion transfer, and/or has previously caused harm to others and may be dangerous or abusive to the teacher or fellow students.
  - 10.6.1 Such notification will occur as soon as practicable after the student is enrolled, and shall be in writing or via electronic communication. (Appendix E, Forms)
- 10.7 Whenever a unit member is attacked, assaulted, or threatened in connection with his/her employment on school property, the unit member shall immediately report the incident to the principal or designee. The unit member shall file a report with the site administrator. The unit member and the administrator shall file with the appropriate law enforcement agency.
- 10.8 Each school site shall maintain first aid kits which shall include, but not be limited to, equipment and/or supplies designed to prevent the transmission of bloodborne pathogens; such kits shall be available in every unit member work area.
- 10.9 Conditions of indoor air quality shall be handled as an issue of classroom safety as outlined in 10.2.
  - 10.9.1 Testing for such concerns shall be conducted within the prescribed time frame.
  - 10.9.2 Results of such testing shall be provided to the unit member in writing at the same time it is provided to the site administrator or within five (5) working days of receipt by District personnel, whichever is shorter.
  - 10.9.3 Follow up testing of the same space within twelve (12) months will be at the discretion of the District.

ARTICLE XI  
TRANSFERS AND REASSIGNMENT

11.1 Subject to the approval of the Board, the Superintendent or his/her designee shall assign unit members of the District to the positions in which they are to serve. Such authority to assign includes the authority to transfer a unit member from one school to another school at which the unit member is certificated to serve.

11.1.1 Not less than 30 days prior to the end of the school year, each unit member shall be given written notice of the next year's tentative assignment.

11.1.2 Unit members returning from leave shall be afforded all rights provided under this section.

11.2 Definition

Unit members, department heads/principals or division heads may initiate transfer or reassignment requests. Transfers or reassignments may be made on the following basis:

11.2.1 A transfer is the movement from one school site to another school site. The transfer may include a change in grade level or subject area as long as the move involves changing school sites.

11.2.2 A reassignment is the movement of a unit member from one grade level to another or to a different subject area at the same school site.

11.2.3 Seniority is the length of service commencing with the unit member's first date of paid service in a probationary position.

11.2.4 A vacancy is any position that does not have a unit member assigned to it after all reassignments at the site have been concluded.

11.3 Vacancies

The District will provide electronic notification of anticipated vacancies for the succeeding year beginning on or about March 15 and provide a copy to the Association.

11.3.1 No assignment to fill these vacancies shall be made until all transfers have been considered.

11.4 Requests

A unit member may submit a voluntary transfer request between February 1 and April 1 for the following school year to the Personnel Office, whether or not a vacancy exists. An employee may request one or more of the following kinds of changes by submitting a Voluntary Transfer Request Form. (Appendix E, Forms)

- 11.4.1 Transfer from one school (K-5, 6-8, 9-12) to another school.
- 11.4.2 Assignment change to a different building, grade, and/or subject.
- 11.4.3 Assignment or transfer to a new (unstaffed) school if any.
- 11.4.4 Transfer requests are valid for the upcoming school year only and employees wishing to transfer must apply each year for the upcoming school year.
- 11.4.5 The immediate supervisor at the prospective work location shall interview and explain the nature of the assignments to those employees requesting a transfer whose credential(s) match the available assignments. No assignments of employees new to the District shall be made to the known vacancies until all the appropriate requests for transfers have been processed.

#### 11.5 Voluntary Transfers

- 11.5.1 Employees shall be notified concerning the disposition of their transfer requests as promptly as possible.
- 11.5.2 Filing of the application form does not guarantee a transfer. Transfers are contingent upon available vacancies, individual school needs, credentials to perform the required services, training, and qualifications. Final selection of transfer applicants is made by the principal of the school where the vacancy occurs.
- 11.5.3 In the event that vacancies occur after the March 15 notification of anticipated vacancies, and before the opening of the traditional school year, employees who have submitted transfer requests shall be considered for vacancies, in their area of interest and qualification, at schools to which they have applied.
- 11.5.4 In the event an opening occurs after the start of the school year, the position may be filled temporarily with either a Temporary Contract Teacher or a Long Term Substitute Teacher, with such position then to be considered open at the end of the school year. The temporary teacher may then interview for the position along with transfer applicants; or the position may be filled with a new probationary employee, provided the vacant position is in a District-identified area of priority need.

#### 11.6 Involuntary Transfer

- 11.6.1 If an involuntary transfer becomes necessary, the District will first seek volunteers. In the event no volunteers come forth, the unit member with the least seniority and the appropriate credential shall be transferred.
- 11.6.2 In the event of an involuntary reassignment, District will take into account such things as subject and/or grade level, credential authorizations, and

seniority. An administrator shall confer with a unit member regarding the reasons for a reassignment prior to its effectuation. Whenever practicable the administrator shall be the on-site supervisor.

11.6.3 A unit member who is transferred shall be allowed two (2) days of paid release time prior to the effective date of the transfer to oversee the packing up and establishing of the new classroom. A unit member who is reassigned and the reassignment includes a room change shall be allowed two (2) days of paid release time prior to the effective date of the reassignment. The District shall provide assistance in moving a unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.

11.6.4 An involuntary transfer or reassignment shall not be for a discriminatory reason as prohibited by Article IV, Non-Discrimination, nor shall it result in the reduction of a unit member's regular contract salary.

#### 11.7 Reassignments

11.7.1 The criteria for considering all reassignments shall include school needs, credentials, training, qualifications, and personal preferences of the employees. It is understood that reassignment decisions are based upon administrative judgment and discretion, but such judgment and discretion shall not be exercised in an arbitrary or capricious manner.

11.7.2 An employee may file a written request with the site administrator for an assignment preference within the employee's school for the following school year. Each request shall include, but not be limited to, the following: credential(s) held and requested grade level, department, courses, and classroom language. Each request shall be given consideration as assignments are made. Initial reassignments for the following school year shall be completed prior to the granting of any transfer requests.

11.7.3 When assignments have been determined within the school, employees shall be notified as promptly as possible. If a reassignment request is denied, the employee shall be provided with the specific reasons for the denial, upon request.

11.7.4 When the District finds it necessary during the school year to reassign an employee to a different grade level, subject field, or classroom at the same school, the District shall provide two (2) days of paid release time prior to the effective date of the reassignment. The employee shall have the option of taking the two (2) paid days during non-instructional time. A unit member whose reassignment includes a room change shall be provided assistance in moving the unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.

- 11.7.5 A unit member who is required to change classrooms outside of the school year, shall be allowed two (2) days of paid per diem release time prior to the effective date of the move to oversee the packing up and establishing of the new classroom. The District shall provide assistance in moving a unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.

## 11.8 School Closure

- 11.8.1 If a particular site is to be closed unit members at that site shall be afforded first priority for filling new or vacant positions within the District. The District will meet with representatives of the Association to negotiate transfer and staffing procedures.
- 11.8.2 A unit member who is required to change classrooms unrelated to transfer or reassignment, shall be allowed two (2) days of paid release time prior to the effective date of the move to oversee the packing up and establishing of the new classroom. The District shall provide assistance in moving a unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.

## 11.9 Committee on Assignments

- 11.9.1 A Committee on Assignments shall be established as provided for in the Education Code to approve teachers, who volunteer to do so, to teach an assignment outside of the teacher's credential authorization. The Association will select one (1) middle school and one (1) high school teacher to serve on this committee. The District will select two (2) administrators to serve on this committee.

ARTICLE XII  
EVALUATION PROCEDURES

- 12.1 The intent of the evaluation program shall be to maintain and improve the quality of the instructional program for the enhanced achievement of all students. The evaluation process shall be conducted in a manner that recognizes both the teacher and administrator as professionals, and creates an atmosphere of trust and cooperation between the participants in the process.
- 12.2 The parties agree that bargaining unit members' evaluations should be based on research-based professional standards. The District's teacher evaluation system shall be based on the California Standards for the Teaching Profession, pursuant to the provisions of Education Code 44662. The speech and language pathologist and nurse evaluations shall be based upon corresponding professional standards for those areas of specialization.
- 12.2.1 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.
- 12.3 By mutual agreement of the evaluator and the certificated employee, at least once every five (5) years a written evaluation shall be given to each unit member providing the unit member meets the following criteria: unit member must have permanent status, the unit member must be employed at least ten (10) years with the school district, and unit member's previous evaluation meets standards in all categories.
- 12.3.1 The certificated employee or the evaluator may withdraw consent at any time. If consent is withdrawn, the every other year evaluation cycle shall resume in the school year following the year in which consent is withdrawn. Consent to revert to the five-year plan can be re-established at any time in accordance with 12.3.
- 12.3.2 A written evaluation shall be given to each permanent unit member prior to or during a formal evaluation conference to be held no later than thirty (30) days before the last school day of the year.
- 12.4 Written evaluations shall be given at least twice yearly to each probationary unit member, the first prior to December 15 and the second no later than thirty (30) days before the last school day of the year.
- 12.4.1 Evaluation of unit members in their first year of full-time classroom instruction shall emphasize but not be limited to Standard 1 – Engaging and Supporting all Students in Learning, Standard 2 – Creating and Maintaining Effective Environments for Student Learning, and Standard 5 – Assessing Student Learning.

- 12.4.2 Evaluation of unit members in their second year of full-time classroom instruction shall emphasize but not be limited to Standard 3 – Understanding and Organizing Subject Matter for Student Learning and Standard 4 – Planning Instruction and Designing Learning Experiences for all Students.
- 12.5 Written notification shall be given to probationary unit members not recommended for re-employment no later than March 15 of the unit member’s second complete consecutive school year of employment, except as otherwise provided for by law.
- 12.6 Unit members to be evaluated during a particular year shall be furnished a copy of the Evaluation Handbook and be advised of the criteria upon which the evaluation is to be based. The evaluator must be the unit member’s principal or assistant principal.
- 12.7 Each permanent unit member and his/her evaluator shall reach agreement at the beginning of the evaluation cycle on three standards for rating in that cycle. In the event that agreement cannot be reached, Standard 4 –Planning Instruction and Designing Learning Experiences for All Students, a Standard selected by the evaluator, and a Standard selected by the unit member shall be the basis for the evaluation rating. The evaluator retains the right to provide commendations and/or recommendations on Standards not chosen for specific rating.
- 12.8 Evaluation documentation, when appropriate, shall follow the guidelines for remediation prescribed in Education Code Section 44664.
- 12.9 Classroom observations by unit members shall not be a part of the evaluation process, nor shall the District require any report of such observation to be provided to it.
- 12.10 An evaluator shall provide for a unit member’s formal request(s) for additional classroom observations, evaluation conferences, and/or written evaluations.
- 12.11 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.

ARTICLE XIII  
PEER ASSISTANCE AND REVIEW PROGRAM

13.1 Statement of Purpose

Covina Unified Education Association (CUEA) and the Covina-Valley Unified School District strive to provide the highest possible quality of education to the students of Covina-Valley. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a quality Peer Assistance and Review (PAR) Program.

The goal of the PAR Program is to improve and refine the quality of teaching performance for the enhanced achievement of all students. PAR offers an additional resource for teachers to increase their ability to support District and Site Goals and to pursue excellence in teaching practice and student learning as described in the California Standards for the Teaching Profession. This support does not replace the direct responsibility of school administrators to conduct classroom observations and evaluations.

13.2 Participating Teacher

There are two categories of Participation: (1) Referred Teacher (RT), and (2) Voluntary Teacher (VT)

13.2.1 Referred Teachers

Permanent teachers who receive an unsatisfactory final evaluation in either subject matter knowledge, or teaching methods/strategies as provided for in the California Standards for Teaching Profession shall, be referred to the joint panel for intervention.

1. RT will receive assistance and coaching through the services of a Consulting Teacher (CT) to improve subject matter knowledge and teaching methods/ strategies.
2. RT shall have the right to present reasons in writing why their specific CT should be replaced and to have their reasons considered by the Joint Panel (JP).

13.2.2 Voluntary Teachers

Permanent teachers who seek to improve their teaching performance may self-refer to the Joint Panel for intervention.

1. Permanent Teacher receiving "needs to improve" in any performance domain on the formal evaluation shall have priority placement over other volunteers to become a Voluntary Teacher.
2. Voluntary Teachers (VT) must request assignment of a CT from the JP. The VT shall indicate areas he/she seeks assistance without a requirement to give reason for said request.

### 13.2.3 Exclusions

Teachers' employment issues that arise from accusation of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation article of the contractual agreement, shall not be a component of this program. This article does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the parties. Reports developed by the CTs and the Joint Panel are not considered part of the classroom teacher's evaluation.

## 13.3 Joint Panel

The PAR Program is supervised by the Joint Panel of seven (7) members composed of a majority of certificated classroom teachers. The four (4) teacher representatives shall be appointed by the Association's Executive Board and Representative Council, and the three (3) District representatives shall be appointed by the Superintendent. A panel member term shall be three (3) years.

### 13.3.1 Rights and Responsibilities

1. Administer the PAR Program.
2. Determine its own meeting schedule. The panel shall generally meet as mutually agreed upon and be compensated by a stipend.
3. Establish operating rules and procedures. All rules and procedures shall be distributed to the Board and the Association.
4. Develop program budget subject to Board approval.
5. Make decisions and select CTs using super majority vote. To conduct an official meeting at least five (5) of the seven (7) members of the joint panel must be present. No action or recommendation shall be taken unless at least three (3) Association panel members and two (2) District panel members are present.
6. Provide for training needs of the JP and the CTs.

7. Approve intervention plans for RTs and VTs.
8. Assign CTs to RTs and VTs.
9. Monitor the progress of intervention and determine if further assistance will be productive, or in cooperation with the site administrator; determine that the teaching performance of the RT is satisfactory.
10. Review mid-year and final reports from the CTs. The Joint Panel shall not act on these reports before five (5) workdays following the receipt of the report, to allow the RT sufficient time to submit a written response. By written agreement of the JP and the RT timelines may be extended.
11. Forward to the Board of Education the names of RTs, assess the quality and level of their intervention, and make recommendations based on the RTs ability to demonstrate satisfactory improvement in the Program.
12. Annually assess PAR, Consulting Teachers, and their documentation.

#### 13.4 Consulting Teachers

##### 13.4.1 Qualifications

Consulting Teachers shall be a permanent certificated unit member who provides assistance to a Referred or Volunteer Teacher enrolled in the PAR program. They shall have successfully taught within the school district for five (5) years while possessing a Clear California Teaching Credential.

The CT shall demonstrate exemplary teaching ability, talent in written and oral communications, leadership ability within his/her profession, ability to work cooperatively and effectively with other professional staff members, and has extensive knowledge of subject matter and mastery of a range of teaching strategies including instructional techniques and classroom management.

##### 13.4.2 CT Selection

1. A notice/announcement of vacancy will be posted/distributed.
2. Applicants shall submit application form/letter as designed by the Joint Panel.
3. Applicants shall submit three (3) references from individuals who have direct working knowledge of the applicant's ability in both teaching and working with colleagues. One of the references shall be from a District or site administrator.

4. Applications submitted shall be subject to a screening process established by the JP to ensure that candidates meet minimum qualifications.
5. The CT shall be interviewed and observed by the JP. At least one (1) teacher and one (1) administrator from the JP shall participate in the classroom observation.
6. The CT term shall be three (3) years in length with annual performance reviews. If the performance of the CT is found to be unsatisfactory at the annual performance review by the JP, they may remove the CT from this role at this time.
7. A replacement appointee shall serve the remainder of the former CTs unexpired term.

#### 13.4.3 Consulting Teacher Rights and Responsibilities

The PAR program strongly encourages a cooperative relationship between the CT, the site administrator and participating teachers with respect to the process of peer assistance and review.

1. Meet with the RT and site administrator evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with the California Standards for the Teaching Profession and develop a written assistance plan and a process for determining successful completion of the PAR program. Similar meetings shall take place with the VT and CT and with written request from the VTs, with the site administrator.
2. CT shall assist RTs and VTs through demonstrations, observations, coaching, recommending conferences and workshops for teachers and other appropriate activities that will support the RT and VT. The CTs shall attend in training and participate in meetings with other CTs.
3. Conduct multiple observations of the RT during classroom instruction, and provide specific immediate feedback with the RT.
4. Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
5. Maintain a written log of contacts and specific support given to the RT.
6. The CT shall have the right to present reasons in writing why an assigned RT or VT should be reassigned to another CT and to have reasons considered by the JP.
7. Document all observations, visitations and meetings.

8. Continue to provide assistance until the JP directs the CT to cease support.
9. Participate in an annual review of the program with the JP.
10. The CT shall submit a written report to the JP on the progress of the RT at least mid-year. The final report will be submitted to the JP at least forty-five (45) calendar days before the end of the RT school year. The RT will verify by signature receipt of the final report. The CT may provide at any time a written or oral report to the JP regarding the progress of the RT in the PAR program.
11. Copies of the RTs mid-year and final reports shall be placed in the RTs permanent personnel record.
12. The CT shall play no role in the evaluation of the teaching performance of any participating teacher.

### 13.5 Funding

- 13.5.1 Joint Panel teacher members shall receive an annual stipend of \$1,750.
- 13.5.2 Consulting Teachers shall receive an annual stipend of \$4,900 per RT and \$2,700 per VT. A CT can serve a maximum of two (2) RTs per year, three (3) VTs per year, or a combination as determined by the JP.
- 13.5.3 JPs and CTs shall be provided release time as needed for implementation of a quality program.
- 13.5.4 Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs.

### 13.6 Confidentiality

- 13.6.1 All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.
- 13.6.2 All communications between the CT and VT shall be confidential, and without the written consent of the VT, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

### 13.7 Liability

- 13.7.1 The District shall hold harmless the members of the Joint Panel and the Consulting Teachers for any liability arising from their participation in this program.
- 13.7.2 Functions performed by unit members under this article shall not constitute

either management or supervisory functions as defined in the Educational Employment Relations Act.

13.8 Re-openers

Either party may request a re-opener on this article.

ARTICLE XIV  
ADULT EDUCATION TEACHERS

- 14.1 Adult Education teachers who are members of the unit shall be covered by all the Articles of the Agreement except the following:

Article VII, Hours of Employment  
Article VIII, Leaves  
    Section 8.1 (Sick Leave),  
    Section 8.3 (Industrial Accident Leave)  
    Section 8.4 (Bereavement Leave)  
    Section 8.8 (Personal Necessity Leave)  
Article IX, Class Size  
Article XII, Evaluation Procedures  
Article XV, Children's Center Teachers

Adult education unit members shall be entitled to the following leaves in addition to those not excepted above:

14.2 Sick Leave

- 14.2.1 Sick leave with full pay shall be granted under the conditions set forth below to unit members who are absent on workdays because of illness injury, pregnancy-related disability or quarantine. The unit member must return to work in cases where it is not necessary to be absent the entire day.
- 14.2.2 For each twenty (20) hours of paid service, a unit member shall accrue one (1) hour of sick leave except that no more than eight (8) hours of sick leave shall be accrued for any school month.
- 14.2.3 Sick leave is credited to the unit member's account in advance of accrual. At the beginning of each trimester or summer session the unit member will be credited with the amount of sick leave expected to be accruable for that trimester or summer session.
- 14.2.4 Accrued sick leave which is unused shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and California Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request.
- 14.2.5 The amount of sick leave a unit member may use at any one time is the total amount credited to the unit member's account at that time, whether or not it has actually been accrued.
- 14.2.6 A unit member who is terminating employment shall reimburse the District (deductions will be made from the pay warrant) for use of sick leave in excess of accrual.

- 14.2.7 The District reserves the right to require a unit member to furnish appropriate proof of illness or injury requiring absence when called upon to do so. A report of absence signed by the unit member shall be required by the District for each use of sick leave.
- 14.2.8 A unit member who is entitled to temporary disability indemnity under the Workers' Compensation law may elect to take accumulated sick leave when added to disability indemnity, will result in a payment of full salary less appropriate deductions.
- 14.2.8.1 When a District unit member is under the Workers' Compensation law and is at the same time entitled to regular sick leave pay under Article XIV, in no case shall the total pay equal more than the full salary of the unit member less appropriate deductions.
- 14.2.8.2 The District shall have the right to adjust its sick leave pay so as to pay the difference between the amount paid under the Workers' Compensation law and the normal salary of the unit member. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision.
- 14.2.9 A unit member who has taken sick leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Office a written release from the doctor or hospital where treatment occurred. The District may require a physical or psychiatric examination of the unit member before returning to work, such examination to be conducted by a District-designated physician or psychiatrist with the cost borne by the District.
- 14.2.10 Sick leave credited to a unit member as an adult education teacher and sick leave credited in another District position shall not be interchangeable.
- 14.2.11 Unit members may request from the Adult Education Business Office a statement showing the number of days accumulated in their sick leave account and the number of days advanced for the current school year.
- 14.2.12 When a unit member is absent from his/her duties on account of illness or injury for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the unit member's absence or, if no substitute employee is employed after every reasonable effort has been made to employ one, the amount that would have been paid to the substitute had one been employed.
- 14.2.13 The five-school-month period referred to above commences when the unit member is absent from duty on account of illness or injury and has exhausted the sick leave accruable for the current trimester or summer session and runs

consecutively with other paid leaves, including but not limited to regular sick leave, except that, if the absence is due to an industrial accident, the five-school-month period commences on the first day after the industrial accident leave has been exhausted.

14.2.14 If at the end of this five-school-month period or when all regular sick leave has been exhausted, whichever occurs last, the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following:

- (1) Take a personal leave without pay pursuant to Section 8.5 of Article VIII for not to exceed the remainder of the school year in which the leave occurs;
- (2) Be placed on the 39-month rehire list; or
- (3) Retire if eligible pursuant to the provisions of the State retirement system.

### 14.3 Industrial Accident Leave

14.3.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) days for illness or injury caused by any given industrial accident. The 60-day period referred to in this Section is defined as the sixty (60) days immediately following the industrial accident during which the Adult Education is in session. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.

14.3.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.

14.3.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.

14.3.4 When entitlement for industrial accident leave has been exhausted, the unit member may elect to use any sick leave or other paid leave to which the unit member is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the unit member of not more than full salary less appropriate deductions.

14.3.5 When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the position, in lieu of resigning the unit member may elect to do one of the following: take a personal leave without pay pursuant to Section 8.5 of Article VIII for not to exceed the remainder of the school year in which the leave occurs, or retire if eligible pursuant to the provisions of the State retirement system.

- 14.3.6 "Industrial accident," as used in this Section is defined as any illness or injury arising directly out of the employment of the unit member which forces the unit member to absent himself/herself from work upon the advice of a physician. The determination of whether an illness or injury results from an "industrial accident" shall be made by the District after review of reports made by appropriate medical care providers, the employee and the supervisor.
- 14.3.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the employee, and the supervisor.

#### 14.4 Bereavement Leave

- 14.4.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days or five (5) days if out-of-state travel or one-way travel exceeding 300 miles is required, for each period of bereavement for absence during the period of bereavement due to death in the immediate family of the unit member. The three-day or five-day period referred to in this Section is defined as the three (3) or five (5) days immediately following the death of the family member, and the unit member is entitled to pay only for those hours which would otherwise have been worked during such period. Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement. Bereavement leave not exceeding three (3) days need not be taken in consecutive order. Bereavement leave shall not be deducted from accumulated sick leave.
- 14.4.2 A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.
- 14.4.3 "Immediate family," as used in this Section is defined as the mother, father, grandmother, grandfather or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, stepfather-in-law, stepmother-in-law, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

#### 14.5 Personal Necessity Leave

- 14.5.1 A unit member shall be placed on personal necessity leave within the limits and conditions set forth below because of any of the following emergencies:
- (A) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 14.4 of Article XIV, or the death of a person significant to the unit member other

than a member of his/her immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

- (B) An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (C) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature; (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (D) The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (E) The birth of a unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complications or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under this Section shall be limited to the amount provided for in Section 14.5(B) of Article XIV. If the unit member is eligible for parental bonding leave for the absence, personal necessity leave will run concurrently with the parental bonding leave.
- (F) An appearance of the unit member in court as a litigant.
- (G) An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that:
  - (1) Each date of necessary attendance under such order other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction;

-and-

- (2) In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District Accounting Office.
  - (H) An appearance of the unit member under an official order from his/her selective service board.
  - (I) Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to his/her assigned work site. The following conditions may be considered when appropriately documented: flooding, snow storms, mud slides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site and stolen vehicle.
  - (J) Unit members may use two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 14.5.1(A) through (I) of Article XIV which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section. The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave. Request for such leave must be submitted no less than one school day prior to said leave.
- 14.5.2 The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.
- 14.5.3 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:
- (A) The total number of hours allowed in one trimester or summer session for such leave or leaves shall not exceed 70% of the entitlement for such trimester or summer session provided in Section 14.2.3 of Article XIV.
  - (B) The hours allowed shall be deducted from and may not exceed the number of full pay hours of sick leave to which the unit member is entitled under Section 14.2.2 of Article XIV.
  - (C) The unit member must return to work in cases where it is not necessary to be absent the entire day.

(D) Payment for absence shall be made only upon certification by the Personnel Office that the absence was due to a situation designated as an emergency within the meaning of Section 14.5 of Article XIV. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 14.5.1(J) of Article XIV, indicate fully the nature of such emergency. The District reserves the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 14.5.4 of Article XIV, did exist.

14.5.4 "Immediate family," as used in this Section, is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

#### 14.6 Child Adoption Leave

14.6.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by written verification of adoption and may be for up to two (2) weeks prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.

14.6.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or designee after the written request has been received and reviewed. This leave may be granted for the remainder of the school year in which the child is adopted.

14.6.3 If the unit member elects to continue health and welfare benefits during this leave, he/she shall notify the Personnel Services Department not later than twenty (20) days prior to the commencement of leave and shall pay the full premium costs in advance.

14.6.4 If the unit member is eligible for parental bonding leave, the adoption leave under this paragraph shall run concurrently with the parental bonding leave to the extent paid leave is available.

#### 14.7 Parental Bonding Leave

Unit member who meet the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) may take leave for the purpose of caring for a newborn or newly adopted child or a newly place foster child for up to twelve (12) work weeks. Pursuant to Education Code section 44977.5,

eligible unit members will receive differential pay during this leave. The parties will reopen this Article 14.7 in the event of substantive amendment to Education Code section 44977.5

- 14.7.1 The 12 work weeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code 12945.2). Nothing in this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.
- 14.7.2 To be eligible for differential pay during parental bonding leave as defined in this section, the unit member must meet all eligibility requirements of the CFRA (Government Code 12945.2).
- 14.7.3 A unit member shall not be provided more than one twelve-week (12-week) period of paid absence per maternity or paternity leave. However, if a school year terminates before the twelve-week (12-week) period is exhausted, the unit member may take the balance of the twelve-week (12-week) period in the subsequent school year. All such leave must be taken within one year of the birth or placement of the child.
- 14.7.4 For purposes of this article, “parental bonding leave” means child bonding or child care leave taken within the first twelve (12) months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- 14.7.5 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.
- 14.7.6 If both parents work for the District, the maximum combined leave available to the parents for child bonding is twelve (12) work weeks.
- 14.7.7 Any parental bonding leave must be requested in writing to Personnel Services a minimum of two (2) weeks prior to the date the leave is proposed to commence. A unit member returning from a leave of absence with a duration greater than thirty (30) days shall notify Personnel Services in writing of intent to return at least two (2) weeks before the expiration of the leave.

ARTICLE XV  
CHILDREN'S CENTER TEACHERS

- 15.1 Children's Center teachers who are unit members shall be covered by all the Articles of the Agreement with some exceptions to the following: Article VII, Hours of Employment; Article IX, Class size; Article XIV, Adult Education Teachers.
- 15.2 Upon initial employment and upon each change in classification thereafter, each employee shall be furnished two (2) copies of his or her class specifications, salary date, assignment or work location, together with duty hours and the prescribed work week.
  - 15.2.1 The salary data shall include annual, monthly, or pay period, daily, hourly, overtime, and differential rate of compensation, whichever is applicable.
  - 15.2.2 One (1) copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his or her supervisor.
- 15.3 Hours of employment for Children's Center unit members shall be as follows:
  - 15.3.1 Daily hours of work (or shifts) for unit members working less than full-time shall be established by the District to meet the operational requirements of the Children's Center.
  - 15.3.2 Daily hours of work (or shifts) for unit members working full-time shall be established by the District to meet the operational requirements of the Children's Center within the following framework.
    - (A) Full-time employment is based on a forty-hour (40-hour) workweek consisting of five (5) successive eight-hour (8-hour) workdays per workweek,
    - (B) The days for a scheduled workweek will be Monday through Friday,
    - (C) The lunch period shall be considered time worked.
  - 15.3.3 Unit members shall be allowed a fifteen-minutes (15-minute) rest period during any four-hour (4-hour) working period which is not otherwise interrupted by another break. Rest periods cannot be accumulated nor can they be taken at the end or beginning of a four-hour (4-hour) working period.
- 15.4 Days of required service shall be established annually by the District within a minimum of two hundred forty-six (246) days and a maximum of two hundred fifty (250) days less authorized vacation.
- 15.5 Overtime service will be paid at the rate of one and one-half (1½) times the regular pay for any full-time position in which the overtime was worked. The overtime rate will be paid only when authorized by the Children's Center Supervisor before the overtime is worked.

- 15.5.1 For employees on a five-day (5-day), forty-hour (40-hour) workweek, overtime commences after eight (8) hours of work on a workday.
- 15.5.2 Any overtime rate shall be computed on the basis of the nearest quarter-hour worked.
- 15.5.3 Overtime work for less than eight (8) minutes shall not be reported nor paid.

## 15.6 Vacation

- a. Members of the bargaining unit shall earn vacation in accordance with the following schedule:
  - (1) From the first (1st) year through the completion of the sixth (6th) year of service, vacation shall be accrued at the rate of 1.00 day of vacation for each full month of paid service for a maximum yearly accrual of twelve (12) days.
  - (2) Commencing with the seventh (7th) year through the completion of the eleventh (11th) year of service, vacation time shall be accrued at the rate of 1.333 days of vacation for each full month of service for a maximum yearly accrual of sixteen (16) days.
  - (3) Commencing with the twelfth (12th) year through the completion of the seventeenth (17th) year of service, vacation time shall be accrued at the rate of 1.50 days of vacation for each full month of paid service for a maximum yearly accrual of eighteen (18) days.
  - (4) Commencing with the eighteenth (18th) year through the completion of the twentieth (20th) year of service, vacation time shall be accrued at the rate of 1.667 days of vacation for each full month of paid service for a maximum yearly accrual of twenty (20) days.
  - (5) Commencing with the twenty-first (21st) year through the completion of the twenty-fifth (25th) year of service, vacation time shall be accrued at the rate of 1.833 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-two (22) days.
  - (6) Commencing with the twenty-sixth (26th) year of service, vacation time shall be accrued at the rate of 2.0 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-four (24) days.
- b. Use of vacation leave is subject to the approval of the immediate supervisor or department head, who shall make a concerted effort whenever practicable. Vacation requests shall not be arbitrarily denied or designated by the immediate supervisor or department head. Use of vacation may be designated by the

department head to coincide with school recess schedules. An employee may elect to request such vacation on a voluntary basis to coincide with school recess schedules. Staff development days negotiated by teachers shall be used as service days for classified employees and not be considered a school recess. Except in cases of extreme emergency, the department head shall notify affected staff members of the designation of vacation leave no less than seven (7) calendar days in advance of the date the leave is to commence.

If the employee is not permitted to take vacation leave in the year in which it is earned, it shall accumulate for use in the following year.

The District each year may require that employees with total accrued vacation exceeding 280 hours be compensated in cash for ten days of vacation, and schedule annual vacations so as to use each year's accrual by the close of the fiscal year, until the total accrued vacation is under the threshold of 280 hours. Requests to accrue a higher balance shall be handled on a case by case basis and the employee must receive prior approval with the Assistant Superintendent of Personnel.

- c. Upon separation, permanent employees with more than six (6) months of service shall be compensated for all accrued vacation which is not used.
- d. When an employee is on paid vacation during a period in which he/she would otherwise be scheduled by the department head to work and a situation occurs which would normally qualify all or part of the period of absence as sick leave, personal necessity leave, bereavement leave, or any other leave with pay, these portions of the employee's absence may be considered as such and charged to the appropriate leave, rather than to vacation leave. The employee shall be responsible for reporting such a situation to the department head as soon as it occurs. The employee shall also be responsible for providing whatever substantiation is required by the provisions of the applicable leave section of this Agreement.

15.7 Use of vacation leave is subject to the approval of the department head, and shall be granted as requested whenever practicable. Vacation leave may be designated by the department head. The department head shall notify affected staff members of the designation of vacation leave no later than seven calendar days after the request is made. Once approved, vacation may only be canceled and rescheduled, if necessary, to carry out the proper functioning of the Children's Center and there would be no undue hardship to the employee.

15.8 Hours of employment for Even Start unit members shall be as follows:

15.8.1 Daily hours of work (or shifts) for unit members working full-time shall be established by the District to meet the operational requirements of the program.

15.8.2 The 35-minute duty-free lunch period shall be considered time worked.

15.8.3 Unit members shall be allowed a 15-minute rest period during any four-hour working period which is not otherwise interrupted by another break. Rest periods cannot be accumulated nor can they be taken at the end of beginning of a four-hour working period.

15.8.4 Days of required service shall be the same as all other certificated teaching staff as established in Article 7.11.

15.8.4.1 Definition: A “day,” as that term is used throughout this Agreement in reference to holidays and other leaves and their accrual, including but not limited to sick leave and vacation, is defined as a maximum of eight (8) hours.

## 15.9 Part Time Employees

15.9.1 Employees occupying a less than full time position shall be granted holiday pay, vacation leave, sick leave, bereavement leave, personal necessity leave, industrial accident leave and other leave benefits prorated on their scheduled assignment as it compares to a 40-hour week standard and/or 12 month employment standard.

15.9.2 Definition: A “less than full time” position is a less than 12 month assignment, a less than 40 hour workweek, or a combination of the above.

15.9.3 An employee accepting a less than full time position shall agree in writing before the commencement of the contract year to the condition of the assignment.

15.9.4 An employee will not be converted to a less than full time position during the contract year without mutual agreement of the District and employee.

15.9.5 An employee who works a minimum of six (6) hours a day will accumulate leave at a rate equal to an eight (8) hours employee.

15.9.6 Employees who occupy a part time position will receive annual notification of their leave calculations. Such notification shall take place prior to the beginning of the employee’s contract year.

15.9.7 At the end of each contract year, a less than full time employee has the option to revert to a full time assignment. An employee may request to return to full time employment at any time during the contract year, and the request may be granted with mutual agreement between the District and employee.

## ARTICLE XVI

### HEALTH AND WELFARE BENEFITS

- 16.1 The District agrees to the maintenance of health and welfare benefits for active employees who regularly work halftime or more. The District agrees to pay for increased premiums to maintain benefits at the employee contribution levels agreed upon in 16.1.2.

In addition, the District and the Association agree to continue the health and welfare committee to review cost containment and cost sharing strategies. The committee will report their findings to the Negotiating teams for consideration and/or implementation to the health and welfare program.

- 16.1.1 The Medical insurance plan options and unit member contributions for all plans shall be maintained as is, for the insurance period January 1, 2021, through January 2, 2022.

<u>PLAN</u>	<u>EMPLOYEE ONLY</u>	<u>EMPLOYEE + CHILDREN</u>	<u>EMPLOYEE + SPOUSE</u>	<u>FAMILY</u>
Blue Shield Access Plus HMO	\$749.57	\$1,276.69	\$1,743.90	\$2,216.10
Blue Shield PPO	\$749.57	\$1,276.69	\$1,743.90	\$2,216.10
Kaiser	\$623.89	\$1,040.18	\$1,411.29	\$1,787.54
Blue Shield Trio ACO HMO	\$659.90	\$1,137.28	\$1,556.21	\$1,977.64

- 16.1.2 The unit member's tenthly cost for their contribution for their health benefit plan shall be:

<u>PLAN</u>	<u>EMPLOYEE ONLY</u>	<u>EMPLOYEE + CHILDREN</u>	<u>EMPLOYEE + SPOUSE</u>	<u>FAMILY</u>
Blue Shield Access Plus HMO	\$0.00	\$35.00	\$55.00	\$70.00
Blue Shield PPO	\$214.94	\$411.15	\$570.88	\$725.59
Kaiser	\$0.00	\$35.00	\$55.00	\$70.00
Blue Shield Trio ACH HMO	\$0.00	\$17.50	\$27.50	\$35.00

- 16.1.3 The District shall contribute the full premium for life insurance in the amount of \$30,000, vision care, and dental care. The annual maximum of such dental plans shall be at least \$2,500 and will cover the cost associated with two cleanings per calendar year, and orthodontics for adults and children at 50% (not to exceed \$2,000 lifetime per patient).
- 16.2 A unit member who retires at the end of his/her contract year or who is released from contract by the District on a date mutually agreeable to the unit member and the District,

shall be eligible to receive a District contribution toward payment of a District-approved group medical insurance plan subject to the following conditions:

- 16.2.1 The unit member must be at least fifty-five (55) years of age at the time of separation from District employment.
- 16.2.2 The unit member must submit proof to the Personnel Office that he/she is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.
- 16.2.3 The unit member must have completed fifteen (15) or more full years of District service in a probationary or permanent status, during at least half of which the unit member was enrolled in health and welfare benefits, and the unit member must have been eligible for health and welfare benefits during all of the last year of District service. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service in a probationary or permanent position shall not be counted.
- 16.2.4 At the time of retirement the retiree must be currently enrolled in a District approved group medical insurance plan. The retiree may elect to change from one District-approved group medical insurance plan carrier to another at any open enrollment period designated by the District.
- 16.2.5 Each year the retiree shall submit a check tenthly to the Personnel Office or ten checks in advance, payable as directed by the District, or pay the premium in full in advance, the total of which shall equal the annual premium of the insurance plan less the amount the District will contribute to the carrier.
- 16.2.6 The District's contribution to the insurance carrier on behalf of the retiree shall begin on October 1 each year and shall cease at the end of the month preceding the retiree's sixty-fifth (65th) birthday or upon the retiree's death, whichever occurs first.

Two levels shall be available for employees who retire from District service:

Level I: The District will contribute up to \$6,500 annually for employees who have completed less than twenty-five (25) years of qualifying District service.

Level II: The District will contribute up to \$7,500 annually for employees who have completed twenty-five (25) years or more of qualifying District service.

- 16.2.7 Retirees have the opportunity to apply these funds to employee only, two (2) party, or family medical premiums, as well as vision and dental insurance premiums.
- 16.3 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.
- 16.4 "Halftime," as used in Section 16.1 of Article XVII means (1) for a regular certificated unit member, one-half the amount of time which a full-time unit member in the same classification works; (2) for an hourly Adult Education teacher and for a Children's Center teacher, twenty (20) hours of work per week. The District shall make no premium contribution for health care and life insurance for any month unless the employee is paid for more than one-half the number of days in that month, excluding those two days each week which are outside the employee's regular work week, except that an employee who completes his/her regular work assignment in June and is paid for more than one-half of his/her scheduled work days shall be entitled to the premium contribution for that month.
- 16.5 A benefit eligible year is ten (10) months in which the unit member was eligible for health and welfare benefits. Thus, a unit member must have earned the District's contribution toward the health and welfare plans for at least 10 months during the qualifying years of service referred to.

ARTICLE XVII  
SALARIES

- 17.1 Unit members who are employed in the District on the effective date of this agreement will receive a 2.2% on schedule salary increase for the 2020-21 school year, retroactive to July 1, 2020.

This increase shall apply to all salary schedules and stipends inclusive of the Children's Center, Adult Education, Speech and Language Pathologist, and Extra Duty.

17.2 Explanatory Notes and Definitions:

17.2.1 Unit Members: Unit members compensated on the Teachers' Salary Schedule are Classroom Teachers, Librarians, School Nurses, Language and Speech Pathologists, Resource Teachers and Resource Specialists.

17.2.2 Experience Credit: A maximum of eight (8) years of acceptable experience outside the Covina-Valley Unified School District will be recognized on the Teachers' Salary Schedule for placement on Step 9.

17.2.3 Units: A unit is one semester hour of upper division or graduate level work from an accredited institution taken after receipt of the pertinent degree. One quarter hour equals 2/3 semester hours.

17.2.4 Degrees: BA and MA refer to a bachelor's degree and a master's degree, respectively, from an accredited institution in a field pertinent to the position.

17.2.5 Doctor's Degree: \$100 per month shall be added for a doctor's degree earned at an accredited institution.

17.2.6 Credentials: Placement on the Teachers' Salary Schedule, except as provided below, requires possession of a regular California credential valid for the grade level and/or subject(s) taught or service rendered. A regular credential is defined as one of the following: Life, Clear, Professional Clear, Preliminary or OYNR credential. A candidate who holds only an emergency or internship credential will be placed on Column A and on:

Step 1 for no acceptable experience.

Step 2 for one year or more years of acceptable experience.

Step 3 for two or more years of acceptable experience.

Step 4 for three (3) or more years of acceptable experience.

Until receipt of a regular credential, a unit member who previously held only an emergency or internship credential shall not advance beyond Step 4.

17.2.7 Longevity Pay: Longevity pay shall apply only to District certificated personnel:

- (A) Who have had service in the Covina-Valley Unified School District and its predecessors, the Covina School District and/or the Covina Union High School District;
- (B) For regular assignments, and shall exclude summer school and all extra pay assignments.
- (C) Years of service, for purposes of qualifying for longevity pay, shall be counted in the same manner as years of service for salary step advancement pursuant to Policy 4323.1, Step Advancement - Certificated Personnel. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service as a probationary or permanent certificated unit member shall not be counted.

17.2.8 Part-time Employees:

Each part-time unit member in grades 6-12 shall be compensated at 20% of their daily rate for each hour of student interaction time (instructional period). Teachers who work a minimum of 50% earn one (1) year's credit on the teachers' salary schedule. Teachers who work less than 50% will earn one-half (1/2) year's credit for each year of service. Teachers will receive a pro-rated year's credit toward the State Teachers Retirement System (STRS) as determined and calculated by STRS. Teachers will maintain their place on the District's seniority list.

- 17.3 A \$1,000 stipend will be given to each elementary school to be divided at the discretion of the Principal and site leadership team. Such stipends can be used to pay teachers for yearbook, sports, and other activities outside their regular classroom duties. The Principal and Site Leadership team shall review stipend distribution annually.
- 17.4 Each middle school will receive \$2,500 for stipends to be used in the following manner: \$500 stipend for coordinating each of the following core content areas: Language Arts, Social Science, Science, and Mathematics. One \$500 stipend will be used at the discretion of the Principal and Site Leadership team. The Principal and Site Leadership team shall review stipend distribution annually.
- 17.5 Each middle school will receive \$1,000 for each coaching stipend up to a maximum of fifteen positions per middle school.

- 17.6 One (1) additional engagement stipend will be added to each middle and high school for facilitating student science/coding/robotic competitions. These competitions may be held both inside and outside the district. Competitions may include Femineers, First Robotics, Science Olympiad, Botball, and/or ISEF for the purposes of student activities/competition. These stipends will be paid at the same level as the engagement stipend.
- 17.7 Beginning July 1, 2021, the elementary special education classroom teacher stipend will be doubled based on the special education teacher's FTE assignment.

ARTICLE XVIII  
SAVINGS

- 18.1 If any provisions of this Agreement are held to be contrary to law by a final decision of a court or agency of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon request of either party, negotiations shall be commenced within thirty (30) days of such decision with respect to arriving at mutually agreed upon and lawful successor clause, were possible.

ARTICLE XIX  
MANAGEMENT RIGHTS

- 19.1 It is understood and acknowledged that the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of California, except as expressly limited by the explicit and lawful language of this Agreement.
- 19.2 The rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the Board even though not enumerated, and the express provisions of this Agreement constitute the only contractual limitations upon the Board's rights. The exercise of any right reserved to the Board herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Board's right or preclude the Board from exercising the right in a different manner.
- 19.3 The District retains its right to amend, modify or rescind practices and procedures specified in this Agreement in cases of emergency, and for the duration of the emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action such as an Act of God, epidemic, riot, or physical calamity occurring at one or more facilities of the District.
- 19.4 All provisions indicated in this Agreement as being discretionary matters left to the "Board," "Superintendent," "supervisor," "administrator" or "District" shall not be subject to the provisions of Article V, Grievance Procedure, except where the grievance is a claim that Article IV, Non-Discrimination, has been violated.
- 19.5 None of the foregoing is intended to limit any right of unit members or the Association set forth in the clear and explicit language of this Agreement.
- 19.6 In the event of an emergency as defined in Section 19.3 of Article XIX, and determined by the site administrator, unit members may be assigned duties as required during the emergency related to the protection of the health and safety of students.

ARTICLE XX  
PROFESSIONAL CONDUCT

- 20.1 The Association and the District expect and recognize the obligations of unit members to demonstrate professionalism.
- 20.1.1 To establish procedures for the administration of constructive and progressive discipline under this Article and to provide unit members with due process.
- 20.1.2 To supplement, and for the purpose of disciplinary suspensions, to replace the provisions of Section 44944 of the California Education Code, but not the provisions of Sections 44939, 44940, and 44942 of that code or to dismissal proceedings pursuant to EC Section 44949.
- 20.1.3 To ensure that the District's right to impose discipline on unit members is a separate and distinct process from the interventions provided under Article 12 - Evaluation Procedures.
- 20.2 The District's Right to Discipline - Action taken under this Article shall be corrective, progressive, reasonably related to the seriousness of the misconduct, encompassing the number and frequency of verifiable prior incidents of misconduct by the unit member, and shall occur in a timely manner. The unit member will be given timely notice when required to attend a meeting called by the District that may lead to discipline, and has the right to be represented by the Association in such meetings.
- 20.3 The Teachers' Right to Due Process - The members of the bargaining unit have a right to due process when the District disciplines them for just cause.
- 20.4 The Principle of Progressive Discipline – Except as provided herein, prior to imposing suspension, the District will utilize progressive corrective action with members of the bargaining unit. The District will utilize the progressive corrective actions outlined below. The Assistant Superintendent, Personnel Services, may determine to skip a step or steps, based upon and commensurate with the serious nature of the conduct. Such determination shall not be subject to the grievance procedure or to arbitration except as provided in Section 20.5.4 of this Article.
- 20.5 Steps of Progressive Discipline - Discipline includes verbal warnings, written warnings, written reprimands, and suspensions.
- 20.5.1 Verbal Warning: A verbal warning may be given to unit members for actions, omissions, or infractions that require remediation and shall state the administrator's expectation/resolution. The administrator may make a summary notation of the meeting.
- 20.5.2 Written Warning: A unit member who is to receive a written warning shall be provided an opportunity for a personal conference to orally respond to the alleged infraction before a written warning may be issued. The written warning and any

response by the unit member will not be placed in the unit member's personnel file. However, in the event that a suspension is initiated related to the written warning, the placement of such document into his/her personnel file will occur in accordance with Section 20.6 of this Article.

20.5.3 Written Reprimand: a unit member who is to receive a written reprimand shall be provided an opportunity for a personal conference where facts related to such notice shall be presented. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. A signature does not imply agreement. The unit member has a right to attach a written response within ten (10) days of receipt of the written reprimand.

20.5.4 Suspension: In exercising its responsibility under this article, the District may not suspend a unit member for more than fifteen (15) days. Any suspension must be for just cause. In any review of the appropriateness of a suspension by an arbitrator, the arbitrator may consider the nature of the offense, whether any warning had been previously given, the timeframe of any prior warning, the record of previous good or bad service, the discipline meted out to others for the same offense and such other factors as arbitrators typically consider in determining whether the standard for just cause has been met.

20.5.4.1 No suspension shall occur except as the express written direction of the Superintendent.

20.5.4.2 When the District chooses to suspend a certificated employee for cause pursuant to this Article; notice of such action shall be made in writing and served in person or by certified mail upon the employee by the Superintendent or designee. A copy shall be provided to the Association President. The notice shall contain:

20.5.4.2.1 A statement of the specific acts or omission upon which the action is based;

20.5.4.2.2 If applicable, the Education Code, policy, rule, or regulation violated;

20.5.4.2.3 Penalty proposed;

20.5.4.2.4 Copies of any documentary evidence upon which the recommendation is based;

20.5.4.2.5 A statement of the employee's right to grieve the proposed action by filing a grievance pursuant to Article V of this Agreement.

20.5.4.3 If the employee fails to file a grievance within ten (10) working days after service of the notice, the suspension may be imposed by the

Superintendent or designee. This time requirement supersedes the time requirement of Article 5.4. All other provisions of Article 5 apply in the processing of the grievance.

20.6 Personnel Files - The District shall maintain personnel files in accordance with all applicable laws.

20.6.1 Materials in personnel files of unit members are to be made available for inspection of the unit member involved. Every unit member shall have the right to inspect such materials with reasonable advance notice. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of the non-pre-employment materials in such unit member's personnel file without charge.

20.6.2 Warnings or reprimands from the employee's site administrator, evaluator, or other district administrator shall not be placed in the employee's personnel file unless the following procedures have been followed:

20.6.2.1 The employee is furnished a copy of the material at the time of issuance.

20.6.2.2 The employee shall have the right to attach comments and/or rebuttal to any such material placed in the personnel file. Any response by the employee shall be attached to the original document.

20.7 The Right of Privacy - Except as otherwise required by law, the parties will maintain as confidential all charges, evidence, and decisions that result from the application of this Article.

ARTICLE-XXI  
CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing on property owned or operated by the District or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all members of the bargaining unit to do so. In the event of a strike work stoppage, slowdown or other interference with the operations of the District by members of the bargaining unit, the Association agrees in good faith to take all necessary steps to cause those members to cease such action.
- 21.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or service provided for in this Agreement, in District policy, or by State law from any member of the bargaining unit and/or the Association.
- 21.4 Provided there is no violation of this Article, the District will not lock out the members of the bargaining unit.

ARTICLE XXII  
FULL UNDERSTANDING

- 22.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- 22.2 During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the Board of Education of the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 22.3 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

SIGNATURES

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association



# APPENDIX A

## SALARIES

# COVINA-VALLEY UNIFIED SCHOOL DISTRICT

## SALARIES

### 1. Teachers' Salary Schedule - effective 7/1/2020 (Monthly salaries for 11 monthly payments)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
		BA+CA			BA+60 Units
		Prelim/Clear	BA+		Incl. MA or
	<u>BA</u>	<u>BA+ 15 Units</u>	<u>30 Units</u>	<u>MA</u>	<u>MA+ 20 Units</u>
1	\$4,579.07	\$4,764.70	\$4,955.89	\$5,153.84	\$5,359.56
2	\$4,788.17	\$4,979.39	\$5,178.44	\$5,386.42	\$5,600.00
3	\$5,001.76	\$5,203.05	\$5,411.01	\$5,627.94	\$5,852.71
4	\$5,227.63	\$5,435.63	\$5,653.65	\$5,840.41	\$6,115.50
5	\$5,461.33	\$5,681.63	\$5,908.63	\$6,144.57	\$6,391.67
6	\$5,708.46	\$5,936.56	\$6,173.64	\$6,420.76	\$6,677.95
7	\$5,965.67	\$6,204.95	\$6,452.07	\$6,710.37	\$6,979.87
8	\$6,234.03	\$6,482.27	\$6,742.80	\$7,011.18	\$7,292.95
9		\$6,775.25	\$7,045.85	\$7,327.62	\$7,620.59
10			\$7,364.54	\$7,657.49	\$7,963.89
11				\$8,004.13	\$8,322.84
12					\$8,697.46

### LONGEVITY PAY

No years of service earned while outside C-VUSD will be applied to longevity pay.

15	\$6,515.50	\$7,080.03	\$7,696.29	\$8,364.19	\$9,088.70
20	\$6,808.22	\$7,398.63	\$8,043.12	\$8,740.57	\$9,498.26
25	\$7,114.50	\$7,731.98	\$8,404.84	\$9,134.18	\$9,925.08

### EXPLANATORY NOTES

- Unit Members: Personnel compensated on the Teachers' Salary Schedule are Classroom Teachers, School Nurses, Language and Speech Pathologists, Resource Specialists and Resource Teachers.
- Experience Credit: A maximum of 8 years of acceptable experience outside the Covina-Valley Unified School District will be recognized on this Schedule for placement on Step 9.
- Units: A unit is one semester hour of upper division or graduate level work from an accredited institution taken after receipt of the pertinent degree. One quarter hour equals 2/3 semester hours.

- d. Degrees: BA and MA refer to a bachelor's degree and a master's degree, respectively, from an accredited institution in a field pertinent to the position.
- e. Language and Speech Pathologists salaries will be calculated by applying a 1.1 factor to the certificated salary schedule.
- f. Doctor's Degree: \$100 per month shall be added for a doctor's degree earned at an accredited institution.
- g. Credentials: Placement on this salary schedule, except as provided below, requires possession of a regular California credential valid for the grade level and/or subject(s) taught or service rendered. A regular credential is defined as one of the following: Life, Clear, Professional Clear, or Preliminary credential. A candidate who holds only an emergency or internship credential will be placed on Column A and on:

Step 1 for no acceptable experience

Step 2 for one year of acceptable experience

Step 3 for two or more years of acceptable experience

Step 4 for three or more years of acceptable experience

Until receipt of a regular credential, a unit member who previously held only an emergency or internship credential shall not advance beyond Step 4.

- h. Longevity Pay: Longevity pay shall apply only to District certificated personnel:
  - (1) who have had service in the Covina-Valley Unified School District and its predecessors, the Covina School District and/or the Covina Union High School District;
  - (2) for regular assignments, and shall exclude summer school and all extra pay assignments.

Years of service, for purposes of qualifying for longevity pay, shall be counted in the same manner as years of service for salary step advancement pursuant to Policy 4151.2, Step Advancement - Certificated Personnel. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service as a probationary or permanent certificated unit member shall not be counted.

# COVINA-VALLEY UNIFIED SCHOOL DISTRICT

## SALARIES

### 1. Language and Speech Pathologist - effective 7/1/2020

(Monthly salaries for 11 monthly payments)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
		BA+CA Prelim/Clear BA+ 15 Units	BA+ 30 Units	MA	BA+60 Units Incl. MA or MA+ 20 Units
1	\$5,036.99	\$5,241.16	\$5,451.50	\$5,669.23	\$5,895.54
2	\$5,266.99	\$5,477.33	\$5,696.29	\$5,925.07	\$6,160.00
3	\$5,501.92	\$5,723.35	\$5,952.12	\$6,190.76	\$6,437.97
4	\$5,750.40	\$5,979.19	\$6,219.03	\$6,424.46	\$6,727.04
5	\$6,007.48	\$6,249.79	\$6,499.50	\$6,759.02	\$7,030.84
6	\$6,279.30	\$6,530.21	\$6,791.01	\$7,062.82	\$7,345.77
7	\$6,562.23	\$6,825.44	\$7,097.26	\$7,381.41	\$7,677.86
8	\$6,857.43	\$7,130.48	\$7,417.09	\$7,712.30	\$8,022.25
9		\$7,452.76	\$7,750.45	\$8,060.38	\$8,382.64
10			\$8,100.99	\$8,423.23	\$8,760.29
11				\$8,804.55	\$9,155.11
12					\$9,567.20

### LONGEVITY PAY

No years of service earned while outside C-VUSD will be applied to longevity pay.

15	\$7,167.03	\$7,788.04	\$8,465.93	\$9,200.61	\$9,997.56
20	\$7,489.02	\$8,138.47	\$8,847.44	\$9,614.64	\$10,448.10
25	\$7,825.98	\$8,505.18	\$9,245.33	\$10,047.59	\$10,917.59

### EXPLANATORY NOTES

- Unit Members: Personnel compensated on the Teachers' Salary Schedule are Classroom Teachers, School Nurses, Language and Speech Pathologists, Resource Specialists and Resource Teachers.
- Experience Credit: A maximum of 8 years of acceptable experience outside the Covina-Valley Unified School District will be recognized on this Schedule for placement on Step 9.
- Units: A unit is one semester hour of upper division or graduate level work from an accredited institution taken after receipt of the pertinent degree. One quarter hour equals 2/3 semester hours.

- d. Degrees: BA and MA refer to a bachelor's degree and a master's degree, respectively, from an accredited institution in a field pertinent to the position.
- e. Language and Speech Pathologists salaries will be calculated by applying a 1.1 factor to the certificated salary schedule.
- f. Doctor's Degree: \$100 per month shall be added for a doctor's degree earned at an accredited institution.
- g. Credentials: Placement on this salary schedule, except as provided below, requires possession of a regular California credential valid for the grade level and/or subject(s) taught or service rendered. A regular credential is defined as one of the following: Life, Clear, Professional Clear, or Preliminary credential. A candidate who holds only an emergency or internship credential will be placed on Column A and on:

- Step 1 for no acceptable experience
- Step 2 for one year of acceptable experience
- Step 3 for two or more years of acceptable experience
- Step 4 for three or more years of acceptable experience

Until receipt of a regular credential, a unit member who previously held only an emergency or internship credential shall not advance beyond Step 4.

- h. Longevity Pay: Longevity pay shall apply only to District certificated personnel:
  - (1) who have had service in the Covina-Valley Unified School District and its predecessors, the Covina School District and/or the Covina Union High School District;
  - (2) for regular assignments, and shall exclude summer school and all extra pay assignments.

Years of service, for purposes of qualifying for longevity pay, shall be counted in the same manner as years of service for salary step advancement pursuant to Policy 4151.2, Step Advancement - Certificated Personnel. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service as a probationary or permanent certificated unit member shall not be counted.

Children's Center Teachers' Salary Schedule - Effective July 1, 2020

	<b>Steps for 12 month Teachers</b>									
Classification	A		B		C		D		E	
	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)
Teacher I	2,878.90	16.62	3,066.83	17.70	3,270.85	18.87	3,484.54	20.11	3,712.19	21.41
Teacher II	3,066.83	17.70	3,270.85	18.87	3,484.54	20.11	3,712.19	21.41	3,960.25	22.85
Teacher III	3,270.85	18.87	3,484.54	20.11	3,712.19	21.41	3,960.25	22.85	4,225.48	24.39
Teacher IV	3,437.29	19.84	3,659.57	21.13	3,902.26	22.52	4,163.19	24.02	4,429.50	25.56
	<b>A+15 yrs. long</b>		<b>8+15 yrs. long.</b>		<b>C+15 yrs. long.</b>		<b>O+15 yrs. long.</b>		<b>E+15 yrs. long.</b>	
Teacher I	3,033.54	17.51	3,221.46	18.58	3,425.49	19.77	3,639.18	20.99	3,866.82	22.32
Teacher II	3,221.46	18.58	3,425.49	19.77	3,639.18	20.99	3,866.82	22.32	4,115.95	23.74
Teacher III	3,425.49	19.77	3,639.18	20.99	3,866.82	22.32	4,115.95	23.74	4,380.10	25.28
Teacher IV	3,591.92	20.73	3,814.21	22.01	4,056.88	23.41	4,317.83	24.91	4,584.13	26.46
	<b>A+20 yrs. long</b>		<b>8+20 yrs. long.</b>		<b>C+20 yrs. long.</b>		<b>0+20 yrs. long.</b>		<b>E+20 yrs. long.</b>	
Teacher I	3,096.90	17.87	3,284.81	18.95	3,488.84	20.14	3,701.45	21.36	3,930.18	22.68
Teacher II	3,284.81	18.95	3,488.84	20.14	3,701.45	21.36	3,930.18	22.68	4,178.23	24.11
Teacher III	3,488.84	20.14	3,701.45	21.36	3,930.18	22.68	4,178.23	24.11	4,443.46	25.64
Teacher IV	3,655.28	21.09	3,877.56	22.38	4,120.24	23.77	4,381.17	25.28	4,647.48	26.82

	<b>Steps for 12 month Lead Teachers</b>									
Classification	A		B		C		D		E	
	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)
Lead Teacher I	3,377.16	19.48	3,775.55	21.79	3,836.75	22.15	4,084.80	23.58	4,356.49	25.13
Lead Teacher II	3,597.30	20.75	3,836.75	22.15	4,084.80	23.58	4,356.49	25.13	4,643.19	26.80
Lead Teacher III	3,775.55	21.79	4,022.52	23.22	4,287.76	24.74	4,573.40	26.41	4,874.06	28.12
	<b>A+15 yrs. long</b>		<b>8+ 15 yrs. long.</b>		<b>C+15 yrs. long.</b>		<b>0+15 yrs. long.</b>		<b>E+15 yrs. long.</b>	
Lead Teacher I	3,531.80	20.38	3,931.26	22.68	3,991.39	23.04	4,239.43	24.46	4,511.11	26.02
Lead Teacher II	3,751.93	21.65	3,991.39	23.04	4,239.43	24.46	4,511.11	26.02	4,797.82	27.69
Lead Teacher III	3,931.26	22.68	4,177.16	24.09	4,443.46	25.64	4,728.02	27.27	5,028.70	29.02
	<b>A+20 yrs. long</b>		<b>8+20 yrs. long.</b>		<b>C+20 yrs. long.</b>		<b>0+20 yrs. long.</b>		<b>E+20 yrs. long.</b>	
Lead Teacher I	3,595.14	20.74	3,993.54	23.05	4,054.73	23.40	4,302.79	24.81	4,574.47	26.41
Lead Teacher II	3,814.21	22.01	4,054.73	23.40	4,302.79	24.81	4,574.47	26.41	4,861.17	28.04
Lead Teacher III	3,993.54	23.05	4,240.51	24.47	4,505.74	25.99	4,791.38	27.65	5,092.04	29.38

Children's Center Teachers' Schedule - Effective January 1, 2020

	<b>Steps for 11 month Teachers</b>									
Classification	<b>A</b>		<b>B</b>		<b>C</b>		<b>D</b>		<b>E</b>	
	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
Teacher I	2,617.97	16.62	2,787.64	17.70	2,973.41	18.87	3,166.70	20.11	3,373.94	21.41
Teacher II	2,787.64	17.70	2,973.41	18.87	3,166.70	20.11	3,373.94	21.41	3,601.59	22.85
Teacher III	2,973.41	18.87	3,166.70	20.11	3,373.94	21.41	3,601.59	22.85	3,841.04	24.39
Teacher IV	3,125.88	19.84	3,327.77	21.13	3,545.75	22.52	3,784.14	24.02	4,026.82	25.56
	<b>A+15 yrs. long</b>		<b>8+15 yrs. long.</b>		<b>C+15 yrs. long.</b>		<b>0+15 yrs. long.</b>		<b>E+15 yrs. long.</b>	
Teacher I	2,759.72	17.51	2,928.31	18.58	3,114.08	19.77	3,308.43	20.99	3,514.61	22.32
Teacher II	2,928.31	18.58	3,114.08	19.77	3,308.43	20.99	3,514.61	22.32	3,743.34	23.74
Teacher III	3,114.08	19.77	3,308.43	20.99	3,514.61	22.32	3,743.34	23.74	3,982.80	25.28
Teacher IV	3,267.63	20.73	3,469.51	22.01	3,687.49	23.41	3,924.81	24.91	4,168.57	26.46
	<b>A+20 yrs. long</b>		<b>8+20 yrs. long.</b>		<b>C+20 yrs. long.</b>		<b>0+20 yrs. long.</b>		<b>E+20 yrs. long.</b>	
Teacher I	2,815.56	17.87	2,985.21	18.95	3,170.99	20.14	3,364.27	21.36	3,571.52	22.68
Teacher II	2,985.21	18.95	3,170.99	20.14	3,364.27	21.36	3,571.52	22.68	3,799.17	24.11
Teacher III	3,170.99	20.14	3,364.27	21.36	3,571.52	22.68	3,799.17	24.11	4,039.71	25.64
Teacher IV	3,323.47	21.09	3,526.42	22.38	3,744.41	23.77	3,981.71	25.28	4,225.48	26.82

	<b>Steps for 11 month Lead Teachers</b>									
Classification	<b>A</b>		<b>B</b>		<b>C</b>		<b>D</b>		<b>E</b>	
	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
Lead Teacher I	3,068.97	19.48	3,431.93	21.79	3,488.84	22.15	3,713.26	23.58	3,959.18	25.13
Lead Teacher II	3,269.78	20.75	3,488.84	22.15	3,713.26	23.58	3,959.18	25.13	4,220.10	26.80
Lead Teacher III	3,431.93	21.79	3,657.42	23.22	3,900.11	24.74	4,156.75	26.41	4,432.72	28.12
	<b>A+15 yrs. long</b>		<b>8+15 yrs. long.</b>		<b>C+15 yrs. long.</b>		<b>0+15 yrs. long.</b>		<b>E+15 yrs. long.</b>	
Lead Teacher I	3,210.73	20.38	3,573.67	22.68	3,629.50	23.04	3,855.02	24.46	4,100.92	26.02
Lead Teacher II	3,411.52	21.65	3,629.50	23.04	3,855.02	24.46	4,100.92	26.02	4,361.86	27.69
Lead Teacher III	3,573.67	22.68	3,799.17	24.09	4,041.86	25.64	4,298.49	27.27	4,574.47	29.02
	<b>A+20 yrs. long</b>		<b>8+20 yrs. long.</b>		<b>C+20 yrs. long.</b>		<b>0+20 yrs. long.</b>		<b>E+20 yrs. long.</b>	
Lead Teacher I	3,267.63	20.74	3,629.50	23.05	3,686.42	23.40	3,910.85	24.81	4,157.82	26.41
Lead Teacher II	3,467.36	22.01	3,686.42	23.40	3,910.85	24.81	4,157.82	26.41	4,418.77	28.04
Lead Teacher III	3,629.50	23.05	3,856.09	24.47	4,097.70	25.99	4,354.33	27.65	4,631.38	29.38

#### Longevity Pay Program

- a. Longevity pay shall be granted to Children's Center teachers:
  - (1) upon completion of sufficient years of service in the Covina-Valley Unified School District;
  - (2) for paid service in the unit member's regular position only, excluding temporary, substitute and all other extra pay assignments.
- b. Longevity pay shall be granted to unit members occupying full-time positions by increasing their regular monthly salary as follows (incorporated in previous pages of salary schedule):
  - (1) \$150.49 beginning in the first month of the 15th year of District service.
  - (2) \$213.11 beginning in the first month of the 20th year of District service.
- c. Unit members occupying part-time positions shall be granted longevity pay prorated on their scheduled workday and workweek as it compares to the regular 8-hour day and 40-hour week standard.
- d. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service in a probationary or permanent certificated position shall not be counted.

#### Educational Requirements

Teacher I: Under 60 semester hours  
Teacher II: 60-89 semester hours  
Teacher III: 90 semester hours  
Teacher IV BA+ Regular Permit

Lead Teacher I: 60-89 semester hours  
Lead Teacher II: 90 semester hours  
Lead Teacher III: BA+ Regular Permit

## COVINA-VALLEY UNIFIED SCHOOL DISTRICT

Extra Duty and Miscellaneous Salary Schedules Effective July 1, 2020Adult Education Teachers and Counselors

Step 1	Less than 2 years of experience	\$42.42 per hour
Step 2	2 or more but less than 4 years of experience	\$46.16 per hour
Step 3	4 or more years of experience	\$49.89 per hour

Counselor	\$55.84 per hour
Psychologist Intern	\$4,000.00 per semester
Psychometrist	\$55.84 per hour
Training (Supervising) Teacher	Amount of honorarium paid by college

## Hourly Rate:

Employee Consultant	\$41.88 per hour
Home Teacher	\$41.88 per hour
In-Staff Substitute (grades K-5)	\$42.96 per hour
Period Substitute (grades 6-12)	\$42.96 per period
Speech & Language Pathologist	\$64.43 per hour
Summer School Teacher	\$41.88 per hour
Work Experience Employee	\$41.88 per hour

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\*Substitute Adult Education Teacher and Counselor \$34.27 per hour

Substitute Children's Center Teacher

Hourly equivalent of Step A of  
applicable Children's Center Teacher classification

\*Substitute Teacher (or other positions paid on Teachers' Salary Schedule) 140.00 per day

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\*Long-Term Substitute: When a substitute serves in one assignment for 20 consecutive days, placement shall be on the appropriate column of the salary schedule based on training; pay, beginning with the 21<sup>st</sup> day, will be according to the following table.

Col. A	Col. B	Col. C	Col. D	Col. E	
\$186.21	\$193.69	\$201.47	\$209.53	\$217.88	per day (Long Term sub)

When a Job Share Teacher substitutes for his/her Job Share partner, placement shall be on the appropriate column of the following schedule.

\$228.95	\$238.24	\$247.79	\$257.69	\$267.98	per day (Job Share teacher)
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## \*Extra Duty Salary Schedule Coordinators:

Under 17 coordination periods	\$2,719.90 per year
17-30 coordination periods	\$2,920.15 per year
31-45 coordination periods	\$3,174.08 per year
46 or above coordination periods	\$3,425.94 per year

Extra Duty Salary Schedule - Grades 9-12 (per year or per season)

Level I	\$3,878.05
Level II	\$4,230.04
Level III	\$4,887.56
Level IV	\$5,490.38
Level V	\$5,791.79

<u>Level V (1 per site)</u> Athletic Director	<u>Level IV (1 per site)</u> Varsity Head Football Coach	
<u>Level III (23 per site)</u> Varsity Head Coach Assistant Athletic Director Director/Coach as listed	<u>Level II (30 per site)</u> Varsity Assistant Coach Head Junior Varsity Head Freshman Coach Director/Advisor as listed	<u>Level I (25 per site)</u> Assistant Junior Varsity/ Freshman Coach Director/Advisor as listed Assistant Director/Advisor as listed
Position Options	Position Options	Position Options
<ul style="list-style-type: none"> <li>● Band Director</li> <li>● Baseball Coach</li> <li>● Basketball Coach</li> <li>● Cheer/Pep Coach</li> <li>● Cross Country Coach</li> <li>● Golf Coach</li> <li>● Soccer Coach</li> <li>● Softball Coach</li> <li>● Swimming and Diving Coach</li> <li>● Tennis Coach</li> <li>● Track and Field Coach</li> <li>● Volleyball Coach</li> <li>● Water Polo Coach</li> <li>● Wrestling Coach</li> </ul>	<ul style="list-style-type: none"> <li>● Assistant Cheer/Pep Coach</li> <li>● Baseball Coach</li> <li>● Basketball Coach</li> <li>● Choral Director</li> <li>● Color Guard Advisor</li> <li>● Cross Country Coach</li> <li>● Drama Coach</li> <li>● Football Coach</li> <li>● Golf Coach</li> <li>● Musical/Drama Coach</li> <li>● Soccer Coach</li> <li>● Softball Coach</li> <li>● Swimming and Diving Coach</li> <li>● Tennis Coach</li> <li>● Track and Field Coach</li> <li>● Volleyball Coach</li> <li>● Water Polo Coach</li> <li>● Wrestling Coach</li> </ul>	<ul style="list-style-type: none"> <li>● Academic Competition Advisor</li> <li>● Assistant Band Director</li> <li>● Assistant Drama Coach</li> <li>● Athletic Conditioning Coach</li> <li>● Baseball Coach</li> <li>● Basketball Coach</li> <li>● Cross Country Coach</li> <li>● Football Coach</li> <li>● Forensics Advisor</li> <li>● Golf Coach</li> <li>● Journalism Advisor</li> <li>● Soccer Coach</li> <li>● Softball Coach</li> <li>● Swimming and Diving Coach</li> <li>● Tennis Coach</li> <li>● Track and Field Coach</li> <li>● Volleyball Coach</li> <li>● Water Polo Coach</li> <li>● Wrestling Coach</li> <li>● Yearbook Advisor</li> </ul>
Undesignated (1)*	Undesignated (up to 2)*	Undesignated (up to 3)*

\*Undesignated positions to meet site needs; must be reviewed and approved by Educational Services and Board of Education, and reported to CUEA.

Note: An extended season stipend of 10% per Monday through Sunday week of the Head Coach's stipend will be provided to the Head Coach for the extended season that concludes with the CIF Southern Section Individual and/or Team Finals.

Effective 7/1/2020

APPENDIX B

CALENDARS

August 2019				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	NT	NT	15	16
19	20	21	22	23
26	27	28	29	30

September 2019				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2019				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2019				
M	T	W	TH	F
				*1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	**ES 22
25	26	27	28	29

December 2019				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	F	F	F,M
23	24	25	26	27
30	31			

January 2020				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February 2020				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2020				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2020				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2020				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2020				
M	T	W	TH	F
F,M 1	F,M 2	F,M 3	**MS/HS M 4	5

TK-12th Grade Student Holidays  
 Aug 30, Nov 1\*, Nov 25-27,  
 Dec 23, 26-28, Jan 1-3, Apr 6-10

\*Teacher Professional Development  
Day - No Students  
 November 1 (All TK-12)

\*\*Teacher Work Day - No Students by  
Grade Level  
 ES - Nov 15, MS - Jun 4, HS - Jun 4

F - Final Exams - High School Only  
 Dec 18, 19, 20, and Jun 1, 2, 3

M - Minimum Days  
 ES - Dec 20, Jun 3, Jun 4, and 2 days  
 TBD  
 MS - Dec 20, Jun 1, 2, 3, and 2 days  
 TBD  
 HS - 2 days TBD

See other side for more information

Instructional Days Taught			
Sch. Month	K-5	6-8	9-12
8/19 - 9/13	18	18	18
9/16 - 10/11	19	19	19
10/14 - 11/8	20	20	20
11/11 - 12/6	13	14	14
12/9 - 1/3	10	10	10
1/6 - 1/31	19	19	19
2/3 - 2/28	18	18	18
3/2 - 3/27	20	20	20
3/30 - 4/24	15	15	15
4/27 - 5/22	20	20	20
5/25 - 6/4	8	7	7
Totals	180	180	180

Holidays for 2019-20  
 Sep 2 Labor Day  
 Nov 11 Veterans Day  
 Nov 28 Thanksgiving Day  
 Nov 29 Local Holiday  
 Dec 24 Local Holiday (CSEA)  
 Dec 25 Christmas Day  
 Dec 31 Local Holiday (CSEA)  
 Jan 1 New Year's Day  
 Jan 20 Martin Luther King Day  
 Feb 10 Local Holiday  
 Feb 17 President's Day  
 May 25 Memorial Day  
Winter Break  
 December 23, 2019-January 3, 2020  
 (District Office closed)  
Spring Break  
 April 6-10, 2020

## School Year and Grading Period Information 2019-20

### New Teacher Workyear

August 13, 2019 - June 4, 2020 (186 days)

### Teacher Workyear

August 15, 2019 - June 4, 2020 (184 days)

<u>TK-5 School Year</u> August 19, 2019 - June 4, 2020  Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 19, 2019 - November 5, 2019 November 6, 2019 - February 25, 2020 February 26, 2020 - June 4, 2020
<u>6-8 School Year</u> August 19, 2019 – June 3, 2020 Every Tuesday is an early release day (8th grade promotion will be held on June 4, 2020)	<u>6-8 Grading Periods</u> August 19, 2019 - October 18, 2019 October 21, 2019 - December 20, 2019 January 6, 2020 - March 13, 2020 March 16, 2020 - June 3, 2020
<u>9-12 School Year</u> August 19, 2019 – June 3, 2020  Semester 1 Finals - December 18 - 20, 2019 Semester 2 Finals - June 1 - 3, 2020	<u>9-12 Grading Periods</u> First Semester August 19, 2019 - December 20, 2019 Second Semester January 6, 2020 - June 3, 2020

August 2020				
M	T	W	TH	F
3	4	5	6	7
10	NT 11	NT 12	PD 13	PD 14
17	18	19	20	21
24	25	26	27	28
31				

September 2020				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 2020				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November 2020				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	**20
23	24	25	26	27
30				

December 2020				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	F 16	F 17	F,M 18
21	22	23	24	25
28	29	30	31	

January 2021				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	*29

February 2021				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March 2021				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April 2021				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 2021				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	F 28
31				

June 2021				
M	T	W	TH	F
	F,M 1	F,M 2	**MS/HS M 3	4
7	8	9	10	11

TK-12th Grade Student Holidays  
9/4, 11/23-25, 12/21-23,  
12/28-30, 4/5-9

\*Teacher Professional Development  
Day - No Students  
1/29 (All TK-12)

\*\*Teacher Work Day - No Students by  
Grade Level  
ES - 11/20, MS - 6/3, HS - 6/3

F - Final Exams - High School Only  
12/16-18 and 5/28, 6/1, 6/2

M - Minimum Days  
ES - 12/18 6/2, 6/3, and 2 days TBD  
MS - 12/18, 5/28, 6/1, 6/2 and  
2 days TBD  
HS - 2 days TBD

See other side for more information

Instructional Days Taught			
Sch. Month	TK-5	6-8	9-12
8/17 - 9/11	18	18	18
9/14 - 10/9	20	20	20
10/12 - 11/6	20	20	20
11/9 - 12/4	13	14	14
12/7 - 1/1	10	10	10
1/4 - 1/29	18	18	18
2/1 - 2/26	18	18	18
3/1 - 3/26	20	20	20
3/29 - 4/23	15	15	15
4/26 - 5/21	20	20	20
5/24 - 6/3	8	7	7
Totals	180	180	180

Holidays for 2020-21  
Sep 7 Labor Day  
Nov 11 Veterans Day  
Nov 26 Thanksgiving Day  
Nov 27 Local Holiday  
Dec 24 Local Holiday (CSEA)  
Dec 25 Christmas Day  
Dec 31 Local Holiday (CSEA)  
Jan 1 New Year's Day  
Jan 18 Martin Luther King Day  
Feb 8 Local Holiday  
Feb 15 President's Day  
May 31 Memorial Day  
Winter Break  
Dec 21, 2020 - Jan 1, 2021  
(District Office closed)  
Spring Break  
Apr 5 - 9, 2021

## School Year and Grading Period Information 2020-21

### New Teacher Workyear

August 11, 2020 - June 3, 2021 (186 days)

### Teacher Workyear

August 13, 2020 - June 3, 2021 (184 days)

<u>TK-5 School Year</u> August 17, 2020 - June 3, 2021  Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 17, 2020 - November 10, 2020 November 12, 2020 - March 5, 2021 March 8, 2021 - June 3, 2021
<u>6-8 School Year</u> August 17, 2020 - June 2, 2021 Every Tuesday is an early release day (8th grade promotion will be held on June 3, 2021)	<u>6-8 Grading Periods</u> August 17, 2020 - October 16, 2020 October 19, 2020 - December 18, 2020 January 4, 2021 - March 12, 2021 March 15, 2021 - June 2, 2021
<u>9-12 School Year</u> August 17, 2020 - June 2, 2021  Semester 1 Finals - December 16 - 18, 2020 Semester 2 Finals - May 28, June 1-2, 2021	<u>9-12 Grading Periods</u> First Semester August 17, 2020 - December 18, 2020 Second Semester January 4, 2021 - June 2, 2021

August 2021				
M	T	W	TH	F
2	3	4	5	6
9	NT 10	NT 11	PD 12	PD 13
16	17	18	19	20
23	24	25	26	27
30	31			

September 2021				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

October 2021				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

November 2021				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	**19
22	23	24	25	26
29	30			

December 2021				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	F 15	F 16	F,M 17
20	21	22	23	24
27	28	29	30	31

January 2022				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	*28
31				

February 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

March 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

April 2022				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May 2022				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	F,M 27
30	F,M 31			

June 2022				
M	T	W	TH	F
		F,M 1	**MS/HS M 2	3
7	8	9	10	11

TK-12th Grade Student Holidays  
9/3, 11/22-24, 12/20-22,  
12/27-29, 4/4-8

\*Teacher Professional Development Day  
- No Students  
1/28 (All TK-12)

\*\*Teacher Work Day - No Students by  
Grade Level  
ES -11/19 , MS - 6/2 , HS - 6/2

F - Final Exams - High School Only  
12/15 - 17 and 5/27, 5/31, 6/1

M - Minimum Days  
ES -12/17 6/1, 6/2 and 2 days TBD  
MS - 12/17, 5/27, 5/31, 6/1 and 2 days  
TBD  
HS - 2 days TBD

See other side for more information

Instructional Days Taught				
Sch. Month	TK-5	6-8	9-12	
8/16 - 9/10	18	18	18	
9/13 - 10/8	20	20	20	
10/11 - 11/5	20	20	20	
11/8 - 12/3	13	14	14	
12/6 - 12/31	10	10	10	
1/3 - 1/28	18	18	18	
1/31 - 2/25	18	18	18	
2/28 - 3/25	20	20	20	
3/28 - 4/22	15	15	15	
4/25 - 5/20	20	20	20	
5/23 - 6/2	8	7	7	
Totals	180	180	180	

Holidays for 2021-22

Sep 6 Labor Day  
Nov 11 Veterans Day  
Nov 25 Thanksgiving Day  
Nov 26 Local Holiday  
Dec 23 Local Holiday (CSEA)  
Dec 24 Christmas Day (observed)  
Dec 30 Local Holiday (CSEA)  
Dec 31 New Year's Day (observed)  
Jan 17 Martin Luther King Day  
Feb 14 Local Holiday  
Feb 21 President's Day  
May 30 Memorial Day

Winter Break

Dec 20 - 31, 2021

(District Office closed)

Spring Break

School Year and Grading Period Information 2021-22

New Teacher Workyear

August 10, 2021 - June 2, 2022 (186 days)

Teacher Workyear

August 12, 2021 - June 2, 2022 (184 days)

<u>TK-5 School Year</u> August 16, 2021 - June 2, 2022  Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 16, 2021 - November 9, 2021 November 10, 2021 - March 4, 2022 March 7, 2022 - June 2, 2022
<u>6-8 School Year</u> August 16, 2021 - June 1, 2022 Every Tuesday is an early release day (8th grade promotion will be held on June 2, 2022)	<u>6-8 Grading Periods</u> August 16, 2021 - October 15, 2021 October 18, 2021 - December 17, 2021 January 3, 2022 - March 11, 2022 March 14, 2022 - June 1, 2022
<u>9-12 School Year</u> August 16, 2021 - June 1, 2022  Semester 1 Finals - December 15-17, 2021 Semester 2 Finals - May 27, 31, June 1, 2022	<u>9-12 Grading Periods</u> First Semester August 16, 2021 - December 17, 2021 Second Semester January 3, 2022 - June 1, 2022

August 2022				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

September 2022				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October 2022				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	**18
21	22	23	24	25
28	29	30		

December 2022				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	F 21	F 22	F,M 23
26	27	28	29	30

January 2023				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	*27
30	31			

February 2023				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March 2023				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April 2023				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May 2023				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

June 2023				
M	T	W	TH	F
			1	2
F,M 5	F,M 6	F,M 7	**MS/HS M 8	9

TK-12th Grade Student Holidays  
 9/2, 11/21-23, 12/28-30,  
 1/4 -6 , 4/3-7

\*Teacher Professional Development  
Day - No Students  
 1/27 (All TK-12)

\*\*Teacher Work Day - No Students by  
Grade Level  
 ES -11/18 , MS - 6/8 , HS - 6/8

F - Final Exams - High School Only  
 12/21-23 and 6/5-7

M - Minimum Days  
 ES -12/23 6/5, 6/8 and 2 days TBD  
 MS - 12/23, 6/5-7 and 2 days TBD  
 HS - 2 days TBD

See other side for more information

Instructional Days Taught			
Sch. Month	TK-5	6-8	9-12
8/22 - 9/16	18	18	18
9/19 - 10/14	20	20	20
10/17 - 11/11	19	19	19
11/14 - 12/9	14	15	15
12/12 - 1/6	10	10	10
1/9 - 2/3	18	18	18
2/6 - 3/3	18	18	18
3/6 - 3/31	20	20	20
4/3 - 4/28	15	15	15
5/1 - 5/23	20	20	20
5/29 - 6/8	8	7	7
Totals	180	180	180

Holidays for 2022-23  
 Sep 5 Labor Day  
 Nov 11 Veterans Day  
 Nov 24 Thanksgiving Day  
 Nov 25 Local Holiday  
 Dec 26 Christmas Day (observed)  
 Dec 27 Local Holiday (CSEA)  
 Jan 2 New Year's Day (observed)  
 Jan 3 Local Holiday (CSEA)  
 Jan 16 Martin Luther King Day  
 Feb 13 Local Holiday  
 Feb 20 President's Day  
 May 29 Memorial Day  
Winter Break  
 Dec 26, 2022 - Jan 6, 2023  
 (District Office closed)  
Spring Break  
 Apr 3-7, 2023

## School Year and Grading Period Information 2022-23

### New Teacher Workyear

August 16, 2022 - June 8, 2023 (186 days)

### Teacher Workyear

August 18, 2022 - June 8, 2023 (184 days)

<u>TK-5 School Year</u> August 22, 2022 - June 8, 2023  Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 22, 2022 - November 8, 2022 November 9, 2022 - March 3, 2023 March 8, 2023 - June 8, 2023
<u>6-8 School Year</u> August 22, 2022 - June 7, 2023 Every Tuesday is an early release day (8th grade promotion will be held on June 8, 2023)	<u>6-8 Grading Periods</u> August 22, 2022 - October 14, 2022 October 17, 2022 - December 23, 2022 January 4, 2023 - March 10, 2023 March 13, 2023 - June 7, 2023
<u>9-12 School Year</u> August 22, 2022 - June 7, 2023  Semester 1 Finals - December 21-23, 2022 Semester 2 Finals - June 5-7, 2023	<u>9-12 Grading Periods</u> First Semester August 22, 2022 - December 23, 2022 Second Semester January 9, 2023 - June 7, 2023

# APPENDIX C

## BELL

## SCHEDULES

# APPENDIX D

## FORMS

**Covina-Valley Unified  
School District  
Certificated Evaluation Form**

**Mid Year** \_\_\_\_\_  
**Final** \_\_\_\_\_

**Teacher Name**

**Evaluation Year:**

**School**

**Date of Conference:**

**Grade/Subject**

**Date of Written Evaluation:**

**Evaluator's Name (printed)** \_\_\_\_\_

**An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard)**

**Areas of Evaluation**

**S   N   U   Standard #1**  
**Engaging and Supporting All Students in Learning**

**S   N   U   Standard # 2**  
**Creating and Maintaining Effective Environments for Student Learning**

**S   N   U   Standard #3**  
**Understanding and Organizing Subject Matter for Student Learning**

**S   N   U   Standard #4**  
**Planning Instruction and Designing Learning Experiences For All Students**

S   N   U   **Standard #5**  
**Assessing Students for Learning**

S   N   U   **Standard #6**  
**Developing as a Professional Educator**

**1. Goals and objectives for continued growth and/or improvement.**

**2. COMMENTS: Please use this space to highlight specific exemplary performance or to support an unsatisfactory (U), or needs to improve (N) rating. (attach additional sheets if necessary)**

Evaluatee's Signature \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_  
Date Date

☐ Pursuant to Article XII, Section 12.3, of the CBA this employee qualifies for the 5-year Evaluation cycle.

## Notice of Student Behavior History

To: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_

Re: \_\_\_\_\_

Pursuant to Education Code 49079 and Section 10.6 of the Collective Bargaining Agreement between C-VUSD and CUEA, this notice is to inform you that the student named above has a documented history of conduct that provided grounds for suspension or expulsion.

You have a right to be informed that the pupil named above has engaged in or is reasonably suspected to have engaged in any of the acts described in California Education Code Section 48900 (except subdivision (h)), 48900.2, 48900.3, 48900.4, or 48900.7 or Section 10.6 of the Collective Bargaining Agreement, in the past three years. Please contact me if you would like to review the relevant record(s).

Any information that you receive pursuant to this notice shall be received in confidence and you shall not further disseminate this information to any other person(s) except for conversations with Union representatives that do not include the student's name. Violation of this confidentiality requirement will be cause for disciplinary action.

## **CONTRACT SECTION 10.6**

10.6 The principal or designee shall notify a unit member upon the transfer of a student into the unit member's class when that student has been a discipline transfer, an expulsion transfer, and/or has previously caused harm to others and may be dangerous or abusive to the teacher or fellow students.

10.6.1 Such notification will occur as soon as is practicable after the student is enrolled, and shall be in writing or via electronic communication.

## **CALIFORNIA EDUCATION CODE 49079**

49079. (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 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.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

**California Education Code Section 48900 (except subdivision (h)), 48900.2, 48900.3, 48900.4, or 48900.7**

## **Classroom Suspension Form**

School \_\_\_\_\_ Date \_\_\_\_\_  
Student's Name \_\_\_\_\_  
Teacher \_\_\_\_\_ Period/Grade \_\_\_\_\_ Room \_\_\_\_\_

### **Education Code 48910 Suspension By A Teacher**

48910. (a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

### **GROUND FORS FOR SUSPENSION (48900)**

#### **CIRCLE APPROPRIATE LETTER:**

- A. Caused, attempted to cause, or threatened to cause physical injury.
- B. Possessed, sold or furnished any firearms, knife, explosive, or other dangerous object.
- C. Possessed, used, sold or furnished any controlled substance.
- D. Offered, arranged or negotiated to sell a controlled substance.
- E. Committed robbery or extortion.
- F. Caused or attempted to cause damage to school property or private property.
- G. Stole or attempted to steal school property or private property.
- H. Possessed or used any type of tobacco product.
- I. Commit an obscene act or engage in habitual profanity or vulgarity.
- J. Possessed, offered, arranged or negotiated to sell any drug paraphernalia.
- K. (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- K. (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.

**In order for a teacher to suspend a student from class under 48900 the teacher must show prior attempts at other means of correction (check all that apply):**

☐ parent phone call    ☐ parent conference    ☐ previous referral to administration    ☐ saturday school  
☐ previous suspension for the same behavior    ☐ behavior contract    ☐ teacher detention  
☐ other \_\_\_\_\_  
Comments: \_\_\_\_\_  
Student Suspend for: \_\_\_\_\_  
Date of Parent Contact/Conference: \_\_\_\_\_  
Signature of Teacher: \_\_\_\_\_  
☐ Student File ☐ info in aeries

COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
VOLUNTARY TRANSFER REQUEST FORM

The open Transfer Period begins February 1 and closes on April 1. This form may be used to request a transfer from one school to another school. Teachers may file a request whether or not an opening currently exists. Requests must be submitted annually.

Teacher Name: \_\_\_\_\_ Primary Telephone: \_\_\_\_\_

**Current Assignment**

School: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

Credential(s) Held: \_\_\_\_\_

Authorization(s) Held: \_\_\_\_\_

**Previous Assignment(s) in C-VUSD**

School	Subject(s) taught	Dates

**Preferences for Transfer**

Circle all that apply	Grades	Subjects
Children's Center	Pre-K	
Adult Education/Transition	Adult	
Barranca, Ben Lomond, Cypress, Grovecenter, Lark Ellen, Manzanita, Merwin, Mesa, Rowland, Workman	TK, 1, 2, 3, 4, 5	
Las Palmas, Traweek, Sierra Vista	6, 7, 8	
Covina, Northview, South Hills, Fairvalley	9, 10, 11, 12	
Comments:		

Please note: filing of the application form does not guarantee a transfer. Transfers are contingent upon available vacancies, individual school needs, credentials to perform the required services, training, and qualifications.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
For Office staff use only. Form must be submitted by April 1. Teachers will receive a stamped copy.

Signature: \_\_\_\_\_ Date Received in Personnel Services: \_\_\_\_\_

# APPENDIX E

## Memorandums of Understanding

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Covina Valley Unified School District**  
**And**  
**Covina Unified Education Association**  
**Regarding**  
**Class Sizes for 2016-2017, and 2017-2018 School Years**

This Memorandum of Understanding (MOU) is entered into between the Covina-Valley Unified School District and the Covina Unified Education Association (CUEA).

**WHEREAS**, the District and CUEA are parties to a collective bargaining agreement (CBA) effective July 1, 2013 through August 31, 2016; and

**WHEREAS**, Article IX of the CBA describes staffing ratios in grades TK-12; and

**WHEREAS**, the District receives state funding under the local control funding formula (LCFF), which is based, in part, on meeting certain maximum class size requirements unless the District and CUEA collectively bargain alternative annual average class enrollment in transitional kindergarten through grade 3; and

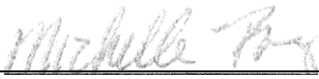
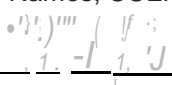
**WHEREAS**, the District and CUEA seek to ensure continued LCFF funding by providing for greater flexibility in class sizes in these grades as set forth in this MOU.


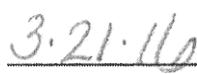
NOW THEREFORE, the parties agree as follows:

1. For the period covered by this MOU, notwithstanding the provisions of Article IX, CLASS SIZE, of the CBA, the following staffing ratios shall be used to determine the number of classroom teachers to be assigned at each school site:

TK-3	26 students per teacher
4-5	32 students per teacher
6-12	34 students per teacher per period
6-12 Physical Education (not Athletics)	60 students per teacher per period
Special Education Classes	In compliance with statutory requirements
2. To avoid loss of LCFF funding, the TK-3rd grade class size average by school site shall be 26 to 1.

3. Individual class enrollments, in TK-3, as shown in the 3<sup>rd</sup> and th month enrollment reports that exceed the student teacher ratio goals shall be reported to the Board of Education.
4. This MOU shall expire under its own terms at the end of the 2017-2018 school year and thereafter shall be of no further force and effect.
5. Except c1s expressly provided herein, this MOU does not amend, c1ffect, or modify any other provision of the CBA. Except as modified by this MOU, all provisions of the CBA shall continue in full force and effect during the tetrn of the CBA.

  
\_\_\_\_\_  
Michelle Ramos, CUEA  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michele Dolla, District  
  
\_\_\_\_\_  
Date