

**A CONTRACT BETWEEN THE  
CAJON VALLEY UNION SCHOOL DISTRICT  
GOVERNING BOARD  
AND THE  
CAJON VALLEY EDUCATION ASSOCIATION**

**Amended Based on 2017 Negotiations  
Agreement Valid through June 30, 2019**

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## **ARTICLE I: AGREEMENT**

The articles and provisions contained herein constitute an agreement by and between the Governing Board and the Cajon Valley Education Association. This agreement is entered into pursuant to Chapter 10.7 of the Government Code.

## **ARTICLE II: RECOGNITION**

- A. The Governing Board recognizes the Association as the exclusive bargaining agent for the certificated employee unit. For the purpose of this agreement, the word "teacher" refers to bargaining unit members.
- B. Certificated employees included in the unit are all classroom teachers including Resource Specialists, credentialed designated instructional services personnel, teachers of: Special Day, Special Education Classes, Speech and Language, Preschool, Extended Learning Program, School Improvement Programs, and Chapter I; and Counselors, Librarians, School Library Media Specialists, Librarian Cataloger, Psychologists, and School Nurses.
- C. Certificated employees excluded from the unit are Superintendent of Schools, Assistant Superintendents, Executive Assistant to the Superintendent, Personnel Administrator, Directors, Coordinators, Program Specialists, Principals, and Vice Principals.
- D. The Association shall be notified of new positions created in the bargaining unit during the life of this agreement.
- E. Nothing contained herein shall be construed to prevent any unit member from informally conferring with his or her immediate supervisor.

## **ARTICLE III: ASSOCIATION RIGHTS**

- A. The Association shall have the right to post appropriate notices of their activities and matters of Association concern on Association bulleting boards, at least one of which shall be provided in each administrative unit. The Association shall have the right to reasonable use of District mail service, and unit member mailboxes for communication to unit members. The Association may make reasonable use of school equipment with the approval of the site administrator.
- B. Upon proper notification, the Association shall have the right to reasonable use of school facilities for meetings subject to the requirements of the District Civic Center Policy.
- C. Accredited representatives of the Association shall have access to administrative units of the District at reasonable times during working hours, provided they request approval from the site administrator or his designated representative.
- D. The Governing Board agrees to continue payroll deductions for the Association. Such payroll deduction authorization shall be effective upon official notification from the president of the Association.
- E. Officers and committee chairpersons of the Association shall be granted release time for the purpose of conducting Association business (other than negotiations with the Governing Board and grievance processing) in accordance with the following guidelines:
  - 1. A maximum of twenty (20) total days shall be available for this purpose.

2. The cost of the substitutes for released unit members shall be assumed by the Association.
  3. The president of the Association shall be entitled to ten (10) days upon request (this is included in the total 20 days).
  4. Requests for release time should be submitted to the Superintendent on the approved form no less than one (1) week in advance.
  5. No individual shall receive more than ten (10) days release time per year.
- F. The District shall notify the Association of the formation of committees to advise on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the Governing Board to afford the Association the opportunity to submit recommendations for appointments to such committees.
- G. The Association shall submit a tentative calendar of meeting dates. After Governing Board concurrence these dates shall be included on the District Master Calendar. Time will be set aside on the second Wednesday of each month (at the conclusion of the instructional day) for Association business. The District will not schedule meetings that interfere with this time without the consent of the Association. Under normal circumstances, no meeting shall be called by any District Administrator that will prevent members of the Association from attending scheduled meetings.
- H. The Association shall cooperate with the Governing Board in the fair implementation of this contract. The Association representative in each administrative unit shall assist the unit members in the implementation of this contract.
- I. The Governing Board shall allow a period of ninety (90) minutes at the end of the District orientation meeting for Association business if a District orientation meeting is held and if the Association so requests.

#### **ARTICLE IV: GOVERNING BOARD RIGHTS**

Except as limited by the provisions of this agreement, the Governing Board reserves the right to direct the working force to: hire, promote, transfer, discharge, discipline for proper cause, maintain the efficiency of the unit members, determine the work to be performed, the location of the work, the methods and processes, and the decision to make or buy. The exercise of these rights shall be in accordance with law, policy, regulations, and due process, and shall not discriminate against unit members because of participation in legitimate activities on behalf of the Association. The Governing Board shall cooperate with the Association in the fair implementation of this contract.

#### **ARTICLE V: PROVISIONS FOR PRESCHOOL TEACHERS**

- A. The following Articles shall not apply to Preschool Teachers: ***Article IX - Transfer and Reassignment***; and Addendum 7 of Teacher to Year-Round Tracks.
- B. The following provisions apply only to Preschool Teachers:
1. Preschool teachers meeting the qualifications as prescribed by law, policy, or regulation shall have the opportunity to make application for any open teaching position.

2. Preschool teachers are eligible for full benefit coverage.

C. A continued education program is being established which allows preschool teachers to receive \$500 after completing fifteen semester units and \$1,000 after completing thirty semester units of subject matter according to guidelines in the current preschool teacher contract. The units from an accredited college must be taken subsequent to an Associate of Arts degree. Transcripts of completed work must be submitted to Personnel by September 1 of the year eligible for the stipend. Transcripts submitted after September 1 will be used for the following year.

D. Transfer

A transfer is defined as an employee-initiated change of work location which has been approved by the District. A preschool teacher may request a transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the immediate supervisor.

1. When the request is made for the transfer to take effect during the school year, such request shall be made within the limitations stated on the notice of vacancy.
2. When the request is made for the transfer to take effect at the beginning of the next school year, such request shall be made no later than April 15 of the school year preceding the effective date.
3. All requests for transfers shall be considered on the basis of the following, not listed in priority order:
  - a. The permit/credential to perform the required services.
  - b. The needs for efficient operation of the District.
  - c. The preference of the preschool teacher.
  - d. The length and quality of service to the preschool program.

E. Reassignment

Reassignment is defined as a District-initiated change of employee from one working location to another. Reassignment is not intended as a punitive or disciplinary action. The final responsibility for reassignment is that of the Preschool program supervisor.

1. Reassignments may be made for the following reasons:
  - a. To balance the preschool staff of the District or work location.
  - b. A change of enrollment necessitating reassignment of staff.
  - c. Particular site needs.
  - d. Educational requirements of the District.
2. The procedure for reassignment for situations under the reasons stated in E.1.a. is as follows:

- a. When the number of preschool teachers assigned to a work location is excessive, a reassignment shall be initiated.
- b. Affected preschool staff will be given an opportunity to consult on the need for the reassignment and an opportunity to volunteer for the reassignment.
- c. If no volunteer is available, the reassignment will be based upon District seniority. Exceptions to this procedure may be made if the school would be unable to meet the needs of its students.
- d. Preschool teachers who are reassigned will not be reassigned again for at least two years unless circumstances require otherwise. In such event, the President of Cajon Valley Education Association (CVEA) will meet with the Director of the Preschool Program to discuss the reassignment.

F. Notification of Vacancies and/or New Positions

- 1. Notices of all vacancies, new positions, or interim assignments shall be posted for at least ten (10) days in advance of the application deadline. If notice cannot be posted ten (10) days in advance, then preschool staff will be alerted to the vacancy by special notice. Such notices shall be posted as soon as the district determines that a vacancy exists and shall include the location.

The above paragraph as it applies to transfers within a given school year shall not apply during the following periods:

- a. From ten (10) days prior to the beginning of the school year through October 15.
  - b. From the first school day after mid-year through the end of the school year. Vacancies occurring on or after the first school day after mid-year will be filled by a long-term substitute and not filled permanently until the following school year. By March 15, such known vacancy notices for the following school year will be posted.
  - c. If it becomes necessary due to exceptional circumstances to fill a position on a permanent basis, the notification process contained in paragraph F.1. above will be implemented. If this occurs, the Association will be notified.
- 2. Preschool teachers being reassigned will be assigned before voluntary transfers and preschool teachers returning from leave.
  - 3. Preschool teachers requesting transfers would be considered next based upon the priorities listed in Section D.3.
  - 4. Preschool teachers returning from personal leave without pay will be considered last.

G. Credential Renewal Requirements:

- 1. The purpose of this Article is to notify bargaining unit members of state requirements concerning renewal of their credential through development of an individual program of professional growth. If, during the term of this agreement, the Legislature should modify this agreement and the modification(s) affect these provisions, this section

shall be opened for negotiations.

2. These requirements are limited to those members of the bargaining unit who hold child development permits issued after February 1, 1997.
3. Bargaining unit members subject to this requirement shall develop an individual program of professional growth consistent with and applicable rules of the Commission on Teacher Credentialing which consists of a minimum of 105 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. A program is to be completed within five (5) year period intervals. The individual program of professional growth shall be approved by a Professional Growth Advisor (PGA) or shall be submitted directly to the State Commission on Teacher Credentialing for approval.
4. Acceptable activities shall include any acceptable activity defined by the Commission on Teacher Credentialing, Title 5 Rules and Regulations.
5. The Superintendent or designee shall appoint PGAs. The District shall ensure that interested individuals who are eligible to serve as PGAs from all groups have the opportunity to do so and are proportionately represented on the list of approved advisors. The basis for considering approval of interested individuals shall be professional qualifications rather than group affiliation. A current satisfactory evaluation shall be the primary determinant of eligibility for District staff members who are interested in serving as a PGA.

Should it be the intent of the Superintendent or designee to disapprove an applicant who is a District staff member, the President of CVEA shall be informed and afforded the opportunity to discuss the issue prior to notification of the staff member. Any PGA applicant who is disapproved may request and shall receive a written explanation for the denial.

During the course of the year, after a list of PGAs has been approved and distributed, a credential holder may suggest to the District that a qualified PGA not already on the list be added.

- a. Responsibilities of Professional Growth Advisors:
  - i. Review of professional growth plans and certification to the unit member that the planned program or amendment meets all legal requirements. Should the proposed plan or amendment not be in legal compliance, the reasons shall be submitted in writing by the Professional Growth Advisor to the unit member.
  - ii. Upon conclusion of approved activities, the Professional Growth Advisor shall either verify or refuse to verify that such activities have been completed, including the number of clock hours specified. If the Professional Growth Advisor refuses to verify the completed activities, a written notice of the reasons for failure to do so shall be given the unit member.
6. Prior to beginning an activity which could accumulate clock hours, the unit member shall develop and submit the proposed plan or amendment on an appropriate form to his/her Professional Growth Advisor and obtain certification from the Professional Growth Advisor.
  - a. Responsibilities of the Unit Member:
    - i. The credential holder has a responsibility to record accurately the number of clock hours that have been spent on completed activities. After completing activities, it is the responsibility of the credential holder to give the Advisor reasonable verification of time spent, if the Advisor requests it. The credential holder has a right to receive full credit for all hours spent at professional growth activities (a) that are identified on the professional growth plan signed by an Advisor, and (b) for which reasonable verification of time spent has been presented

to an Advisor.

- ii. Upon completion of any approved activity, the unit member shall submit to his/her Professional Growth Advisor a form which contains the following information: Type of activity engaged in, brief description of activity engaged in, dates of the activity, and the number of clock hours spent in the activity.
7. The holder of a child development permit and the District-appointed Advisor shall maintain accurate, up-to-date records of the implementation of an individual program of professional growth. It is the primary responsibility of the holder to maintain such records.
8. Development, certification, implementation and/or verification of a Professional Growth Plan shall be independent of any evaluation of the performance of the unit member that is conducted for determining the unit member's employment status.
9. Salary schedule advancement shall be pursuant to current rules and regulations of the District and Contract.

H. Modifications to Staffing Allocation

1. Preschools with both AM and PM sessions will be staffed with 2 FTE preschool teachers. The AM teacher will partner with the PM teacher in the PM class and the PM teacher will partner with the AM teacher in the AM class for the full duration of class hours. Each teacher will be the teacher of record for one class (AM or PM) and will fulfill all professional responsibilities for their assigned class. This will be phased in effective July 1, 2016 by converting existing doubleton classes to the model described above. This will be the model for new hires.
2. The District may have no more than six (6) .70 singleton teacher(s) in the preschool program.

**ARTICLE VI: PROVISIONS FOR SUPPORT TEACHERS**

Effective July 1, 2007, the employment of support teachers shall be governed by the terms and conditions set forth in this Article.

A. In addition to the terms and conditions set forth in this Article, the following Articles of this Agreement shall be applicable to support teachers:

- |     |                |                                    |
|-----|----------------|------------------------------------|
| 1.  | Article I      | Agreement                          |
| 2.  | Article II     | Recognition                        |
| 3.  | Article III    | Association Rights                 |
| 4.  | Article IV     | Governing Board Rights             |
| 5.  | Article VIII   | Grievance Procedures               |
| 6.  | Article XIII   | Unit Member Safety                 |
| 7.  | Article XV     | Parent Complaint Procedures        |
| 8.  | Article XXII   | Organizational Security            |
| 9.  | Article XXIII  | Savings Clause                     |
| 10. | Article XXIV   | Waiver                             |
| 11. | Article XXV    | No Strike-No Lockout               |
| 12. | Article XXVI   | Disciplinary Procedures and Rights |
| 13. | Article XXVIII | Duration                           |

No other provisions of this Agreement shall apply to support teachers.

- B. Support teachers shall be hourly employees assigned to work with students for no more than 130 days and no more than 910 hours.
- C. Support teachers shall be hired under temporary contracts for specific sites and programs.
- D. Certificated support positions shall be funded through categorical revenue sources.
- E. Support teachers shall be employed to provide additional learning opportunities for students, but be used in lieu of regular bargaining unit members.
- F. Support teachers shall be evaluated annually by the site administrator using the Temporary/Hourly Certificated Appraisal Instrument included in this article.
- G. Support teachers shall not be included in the staffing allocation ratio specified in **Article XI: Class Size and Balance**.
- H. Commencing with the 2009-2010 school year, support teachers will be granted 1 hour of illness/personal necessity leave per 18.3 hours worked. Personal necessity leave will be deducted from the employee's balance and is intended for use in situations beyond the employee's immediate control which would compel an individual to be absent from his or her duties.

Examples include:

1. Serious illness in the immediate family
2. Medical or dental appointment requiring at least a half day
3. Accident involving employee or his property or one of his immediate family
4. Appearance in court
5. Adopting a child
6. Paternity leave
7. Graduation of self or immediate family
8. Other personal necessities not listed above, and in such cases there will be a determination of necessity by the Governing Board or its designee, based upon the facts peculiar to the situation. The employee shall complete a request stating the reason for the personal necessity with his or her signature attesting to the validity. The leave must be approved by the Superintendent or his designee.
9. Support teachers shall be compensated at the hourly rate of \$32.00.

## Cajon Valley Union School District Temporary/Hourly Certificated Appraisal Instrument

Name \_\_\_\_\_ School \_\_\_\_\_ School Year \_\_\_\_\_

Assignment \_\_\_\_\_

**Instructions:**

Please write in the rating: (MS = Meets Standard: professionally competent, doing a good job; NI = Needs Improvement: that best approximates the performance of the certificated employee for each factor below.

| <b>STANDARD I: Engaging and Supporting All Students in Learning</b>   |                            | <b>Rating</b>                       |
|---|----------------------------|-------------------------------------|
| 1. Using a variety of instructional strategies and resources to respond to students' diverse needs  |                            |                                     |
| 2. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful  |                            |                                     |
| <b>STANDARD II: Creating and Maintaining Effective Environments for Student Learning</b>  |                            | <b>Rating</b>                       |
| 1. Establishing a climate that promotes fairness and respect  |                            |                                     |
| 2. Planning and implementing classroom procedures and routines that support student learning. (Includes effective classroom management/discipline that is child centered)   |                            |                                     |
| 3. Using instructional time effectively   |                            |                                     |
| <b>STANDARD III: Understanding and Organizing Subject Matter for Student Learning</b>   |                            | <b>Rating</b>                       |
| 1. Demonstrating knowledge of subject matter content and student development  |                            |                                     |
| 2. Organizing curriculum to support student understanding of subject matter   |                            |                                     |
| 3. Developing student understanding through instructional strategies that are appropriate to the subject matter   |                            |                                     |
| <b>STANDARD IV: Planning Instruction and Designing Learning Experiences for All Students</b>  |                            | <b>Rating</b>                       |
| 1. Drawing on and valuing students' backgrounds, interests, and developmental learning needs  |                            |                                     |
| 2. Modifying instructional plans to adjust for student needs  |                            |                                     |
| <b>STANDARD V: Assessing Student Learning</b>   |                            | <b>Rating</b>                       |
| 1. Communicating learning goals for students  |                            |                                     |
| 2. Communicating with students/families/others about student progress. (Includes promoting positive home/school relations)  |                            |                                     |
| <b>Comments/Evaluated:</b>  | <b>Comments/Evaluator:</b> |                                     |
| <p>This document will be placed in your personnel file. If you wish to have written comments attached, please submit them to the Evaluator within five days from the date of this notice, and they will be attached to the document when filed.</p> |                            |                                     |
| _____<br><b>Evaluatee Signature</b>   | _____<br><b>Date</b>       | _____<br><b>Evaluator Signature</b> |
|   |                            | _____<br><b>Date</b>                |

## **ARTICLE VII: PROVISIONS FOR HOME TEACHERS**

Effective July 1, 2007, the employment of home teachers shall be governed by the terms and conditions set forth in this Article.

A. In addition to the terms and conditions set forth in this Article, the following Articles of this Agreement shall be applicable to home teachers:

|     |                |                                    |
|-----|----------------|------------------------------------|
| 1.  | Article I      | Agreement                          |
| 2.  | Article II     | Recognition                        |
| 3.  | Article III    | Association Rights                 |
| 4.  | Article IV     | Governing Board Rights             |
| 5.  | Article VIII   | Grievance Procedures               |
| 6.  | Article XIII   | Unit Member Safety                 |
| 7.  | Article XV     | Parent Complaint Procedures        |
| 8.  | Article XXII   | Organizational Security            |
| 9.  | Article XXIII  | Savings Clause                     |
| 10. | Article XXIV   | Waiver                             |
| 11. | Article XXV    | No Strike-No Lockout               |
| 12. | Article XXVI   | Disciplinary Procedures and Rights |
| 13. | Article XXVIII | Duration                           |

No other provisions of this Agreement shall apply to home teachers.

- B. Home teachers shall be hourly employees assigned to work with students for no more than 130 days and no more than 910 hours.
- C. Home teachers shall be hired under probationary contracts.
- D. Home teachers shall be employed to provide learning opportunities for students in an alternative placement setting.
- E. Home teachers shall be evaluated annually by the site administrator using the Temporary/Hourly Certificated Appraisal Instrument included in this article.
- F. Home teachers shall not be included in the staffing allocation ratio specified in **Article XI: Class Size and Balance**.
- G. Commencing with the 2009-2010 school year, home teachers will be granted 1 hour of illness/personal necessity leave per 18.3 hours worked. Personal necessity leave will be deducted from the employee's balance and is intended for use in situations beyond the employee's immediate control which would compel an individual to be absent from his or her duties.

Examples include:

1. Serious illness in the immediate family
2. Medical or dental appointment requiring at least a half day
3. Accident involving employee or his property or one of his immediate family
4. Appearance in court
5. Adopting a child
6. Paternity leave
7. Graduation of self or immediate family

8. Other personal necessities not listed above, and in such cases there will be a determination of necessity by the Governing Board or its designee, based upon the facts peculiar to the situation. The employee shall complete a request stating the reason for the personal necessity with his or her signature attesting to the validity. The leave must be approved by the Superintendent or his designee.
9. Home teachers shall be compensated at the hourly rate of \$34.00.

## Cajon Valley Union School District Temporary/Hourly Certificated Appraisal Instrument

Name \_\_\_\_\_ School \_\_\_\_\_ School Year \_\_\_\_\_

Assignment \_\_\_\_\_

**Instructions:**

Please write in the rating: (MS = Meets Standard: professionally competent, doing a good job; NI = Needs Improvement: that best approximates the performance of the certificated employee for each factor below.

| <b>STANDARD I: Engaging and Supporting All Students in Learning</b>  |                            | <b>Rating</b>              |
|--|----------------------------|----------------------------|
| 1. Using a variety of instructional strategies and resources to respond to students' diverse needs   |                            |                            |
| 2. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful   |                            |                            |
| <b>STANDARD II: Creating and Maintaining Effective Environments for Student Learning</b>   |                            | <b>Rating</b>              |
| 1. Establishing a climate that promotes fairness and respect   |                            |                            |
| 2. Planning and implementing classroom procedures and routines that support student learning. (Includes effective classroom management/discipline that is child centered)  |                            |                            |
| 3. Using instructional time effectively  |                            |                            |
| <b>STANDARD III: Understanding and Organizing Subject Matter for Student Learning</b>  |                            | <b>Rating</b>              |
| 1. Demonstrating knowledge of subject matter content and student development   |                            |                            |
| 2. Organizing curriculum to support student understanding of subject matter  |                            |                            |
| 3. Developing student understanding through instructional strategies that are appropriate to the subject matter  |                            |                            |
| <b>STANDARD IV: Planning Instruction and Designing Learning Experiences for All Students</b>   |                            | <b>Rating</b>              |
| 1. Drawing on and valuing student' backgrounds, interests, and developmental learning needs  |                            |                            |
| 2. Modifying instructional plans to adjust for student needs   |                            |                            |
| <b>STANDARD V: Assessing Student Learning</b>  |                            | <b>Rating</b>              |
| 1. Communicating learning goals for students   |                            |                            |
| 2. Communicating with students/families/others about student progress. (Includes promoting positive home/school relations)   |                            |                            |
| <b>Comments/Evalutee:</b>  | <b>Comments/Evaluator:</b> |                            |
| <p><b>This document will be placed in your personnel file. If you wish to have written comments attached, please submit them to the Evaluator within five days from the date of this notice, and they will be attached to the document when filed.</b></p> |                            |                            |
| <b>Evalutee Signature</b>  | <b>Date</b>                | <b>Evaluator Signature</b> |
|  |                            | <b>Date</b>                |

## **ARTICLE VIII: GRIEVANCE PROCEDURE**

Grievance shall be limited to matters concerning the specific provisions of the agreement. A grievance means a claim by a unit member or unit members that the terms of the contract have been violated, improperly applied, or misinterpreted. This procedure shall constitute the sole and exclusive method for adjustment of grievances.

### Level I

Any unit member who claims a grievance shall present the grievance informally to his or her immediate supervisor within fifteen (15) days after the event in contention. The immediate supervisor shall give an answer to the unit member not more than three (3) work days after the grievance is presented.

### Level II

Within five (5) work days after completion of Level I, the grievance, if it has not been resolved, shall be presented by the unit member to the Personnel Administrator or his designated representative, in writing, signed by the grievant. The Personnel Administrator shall report the decision in writing to the grievant and the Association's grievance committee person within five (5) work days.

### Level III

Within five (5) work days after completion of Level II, the grievance, if it has not been resolved, shall be presented by the unit member to the Superintendent or his designated representative and the Association's grievance committee person in writing, and a meeting between the Superintendent and the grievant shall be requested. Following the meeting, the Superintendent shall inform the grievant and the Association's grievance committee person in writing of the decision. If this action is not completed within five (5) work days, the grievance may proceed to Level V.

### Level IV

Within five (5) work days after the completion of Level III, the grievance, if it has not been resolved, shall be referred to a fact finding committee consisting of three (3) members: one appointed by the Governing Board, one appointed by the Association, and a chairman selected and mutually agreeable to both the Governing Board and the Association. Such notice shall be in writing and shall be signed by the unit member initiating the grievance and the Association's grievance committee person. Within five (5) work days after the receipt of such notice, the fact finding committee shall meet to determine the facts relating to the grievance. Within fifteen (15) work days the committee shall submit its recommendations or reasons for extending the time to the Superintendent and the Association's grievance committee person in writing of the decision. The Superintendent will then have five (5) work days to consider these recommendations and shall inform the grievant and the Association's grievance committee person in writing of the decision. If the decision is not satisfactory to both parties, the Association may submit it to Level V for arbitration. All costs for fact finding shall be shared by the District and the Association.

### Level V

1. Within fifteen (15) work days after the completion of Level IV, the grievance, if it has not been resolved, shall be noticed for arbitration. Such notice requesting the arbitration shall be in writing and shall be signed by the Association's grievance

committee person and by the unit member who initiated the grievance. Within ten (10) work days after receipt of such notice, the Governing Board or designated representative and the Association's grievance committee person shall select an impartial arbitrator. If the Governing Board and the Association's grievance committee person cannot agree upon an arbitrator, the State Conciliation Service shall be asked to submit an odd numbered list of arbitrators from which one will be selected by each party striking a name from the list until one name remains who will become the arbitrator.

2. The arbitrator so selected shall confer with a representative of the Governing Board and the grievant and/or the grievant's representative and hold hearings promptly, and shall issue his decisions not later than twenty (20) work days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decisions shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the grievant, the Association's grievant chairperson, and the Governing Board within thirty (30) work days. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies within the terms of this agreement as he judges to be proper. The arbitrator shall have only the authority set forth herein and shall have no power to add or subtract from, or modify any of the terms of this agreement or any agreements made supplementary hereto. The decision of the arbitrator shall be submitted to the Governing Board and the Association's grievance committee person and shall be final and binding upon the parties of this agreement. The costs and expenses of the arbitration shall be shared equally by the parties. Each party shall pay the costs of preparing and presenting its own case.

Miscellaneous:

1. No reprisals of any kind shall be taken by either party, against any person, as a result of grievance actions.
2. The Association's grievance committee person may initiate a grievance at Level II which affects more than one unit member in a single building or unit members in more than one building.
3. Records shall be maintained in a separate district file for the agreement period plus one (1) year.
4. Any grievance which has not been presented under this procedure within the time limit specified herein, and any grievance which is not appealed to the next appropriate level within the applicable time specified herein, shall be considered settled and shall not be subject to further actions under this procedure, except the Governing Board may, upon application by the grievant, allow the time limit to be extended.
5. Any time lines specified herein may be waived or modified by mutual agreement of the parties. Any such agreement shall be reduced to writing.
6. The District and the Association agree that it is to their mutual benefit to resolve differences through the Grievance Procedure outlined above and therefore in instances where a successor agreement had not been adopted, the parties agree to process grievances through Level IV in accordance with this article, however, if the

Superintendent's decision in Level IV is not satisfactory to both parties, the grievance will be tabled until a successor agreement is adopted.

## **ARTICLE IX: TRANSFER AND REASSIGNMENT**

### A. Transfer

A transfer is defined as an employee-initiated change of work location which has been approved by the district. A unit member may request a transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a Request for Transfer form and sent to the immediate supervisor. While EC 35036 is in effect, the Superintendent may not transfer a teacher who requests to be transferred to a school offering kindergarten or any grades 1 to 12, inclusive, that is ranked in deciles 1 to 3 on the Academic Performance Index if the principal of the school refuses to accept the transfer.

1. When the request is made for the transfer to take effect during the school year, such request shall be made within the limitations stated on the notice of vacancy.
2. When the request is made for the transfer to take effect at the beginning of the next school year, such request shall be made no later than April 15 of the school year preceding the effective date.
3. All requests for transfers shall be considered on the basis of the following, not listed in priority order:
  - a. The credentials to perform the required services.
  - b. The needs for efficient operation of the district.
  - c. Length and quality of the service rendered to the district by the employee.
  - d. The preference of the unit member.
  - e. Affirmative action goals of the district.
4. If more than one (1) unit member has applied for the same position, the determination as to which unit member shall be assigned to the vacancy shall be based on the criteria for transfer.
5. If a transfer request is denied, the unit member shall be provided in writing with the specific reasons for denial.
6. A transfer to a similar position on the same calendar year program shall not result in the loss of compensation, seniority, or any fringe benefit to a unit member. It should be noted that transfer to a similar position on a different calendar year program could possibly result in lower annual compensation or less than a full year increment of retirement credit. Upon request, the Payroll and Personnel Departments will advise unit members interested in transferring regarding these issues. The district shall attempt to provide a work plan for unit members desiring to transfer with a work plan designed to fulfill their initial annual contractual obligation.
7. The district will establish a seniority pool for transfer. Principals will select an eligible member from this pool every third selection. A unit member must make application to

this pool by March 1 of the year preceding transfer. If selected, a unit member may employ this option once during their unit member career in Cajon Valley Union School District. Eligibility for the seniority pool is based upon the completion of ten teaching years with the district. Unit members must hold a credential for the position for which they are requesting transfer. While EC 35036 is in effect, the seniority pool option is suspended for schools ranked in deciles 1-3 on the Academic Performance Index.

B. Reassignment

Reassignment is defined as a district-initiated change of employee from one administrative unit to another. Reassignment is not intended as a punitive or disciplinary action, and shall not result in a loss of compensation (daily rate of pay/annual salary), seniority, fringe benefits, or retirement credit accruing to the unit member. The final responsibility for reassignment is that of the Superintendent.

1. Reassignments may be made for the following reasons:
  - a. To balance the certificated staff of the district or work location.
  - b. A change of enrollment necessitating reassignment of staff.
  - c. Significant personality conflicts, but with the involved parties seeking mutual agreement prior to the reassignment.
  - d. Educational requirements of the district.
2. The procedure for reassignment for situations under the reasons stated in B.1., with the exception of B.1.c., is as follows:
  - a. When the number of teachers assigned to an administrative unit exceeds the pupil/teacher ratio, a reassignment shall be initiated.
  - b. The administration will determine the surplus teachers based upon the pupil/teacher ratio.
  - c. An opportunity will be given to the entire staff to discuss the needs of that administrative unit. Staff members will be given an opportunity to volunteer for the reassignment.
  - d. If no volunteer is available, the reassignment will be based upon district seniority. Exceptions to this procedure may be made if the school would be unable to meet the curricular needs of its students. In the event of an exception, the next least senior member shall be reassigned.
  - e. Unit members subject to a District initiated change in school site during the school year shall receive two days of release time for packing up and moving in or receive sub pay in lieu of release time. Unit members subject to a District initiated change in room assignment during the school year shall receive one day of release time for packing up and moving in or receive sub pay in lieu of release time.
  - f. Any unit member given a reassignment shall not again be given a reassignment for a minimum of two (2) years without the consent of the unit member.
  - g. Unit members reassigned by the district shall earn not less than the annual salary and not less than the retirement credit specified in their initial

contract for that year.

C. Notification of Vacancies and/or New Positions.

1. Notices of all vacancies, new positions, or interim regular classroom assignments in increments of not less than ten (10) consecutive days shall be posted for at least ten (10) days in advance of the application deadline. If notice cannot be posted ten (10) days in advance, then staff will be alerted to the vacancy by special notice within all administrative units. Such notices shall be posted as soon as the district determines that a vacancy exists and shall include the position and location, grade level or subject matter assignment, and credential requirements. First consideration shall be given to currently employed unit members.

The above paragraph as it applies to transfers within a given school year shall not apply during the following periods:

- a. From August 1 through September 15.
- b. From the first school day after mid-year through the end of the school year. Vacancies occurring on or after the first school day after mid-year will be filled by a long-term substitute and not filled permanently until the following school year. By March 15, such vacancy notices for the following school year will be posted.
- c. If it becomes necessary due to exceptional circumstances to fill a position on a permanent basis, the notification process contained in paragraph C. 1. above will be implemented. If this occurs, the Associations will be notified.

Vacancies and/or new positions relating to the subsequent school year shall comply with **Article IX Transfer and Reassignment**, Sections A, B, and C. .1 of this agreement.

2. Unit members being reassigned will have preference for any vacancy or new position for which they are qualified.
  3. Unit members requesting transfers would be considered next based upon the priorities listed in Section A. 3.
- D. Unit members returning from personal leave without pay will be considered last.

All in-unit assignments shall be completed and sent to the Personnel Office by June 1. By June 10, the Personnel Office shall post in all administrative units the names and reassignments of those unit members to be transferred at that time. All unit members who have requested a specific transfer may request to be notified by mail of any vacancies that occur after June 10. A final report on transfers completed and new positions filled shall be posted in all administrative units by the Personnel Office not later than October 15.

## **ARTICLE X: UNIT MEMBER WORKDAY AND YEAR**

- A. Unit members shall be on duty at least one-half hour before class begins.
  - 1. All unit members shall have at least a 30 consecutive minute duty-free lunch period.
  - 2. A professional day shall be established for all unit members to be at their assigned administrative units unless authorized to be engaged in other professional assignments.

### B. Professional Day

- 1. Classroom Teachers: The professional day shall include, but not be limited to the following as is applicable: instructional activities; preparation activities; campus and student supervision; parent conferences and meetings; staff, departmental, and faculty meetings; tutorial and guidance assistance to students; professional growth and in-service meeting; student diagnostic and assessment activities; school and student record maintenance; curriculum development; instructional material development, extracurricular activities; district committee assignments.
- 2. Provisions for Facilitators (Credentialed Designated Instructional Services Personnel-CDISP): **Article X: Unit Member Workday and Year**, sections A and B1 do not apply with the exception of the 30 minute duty free lunch.

### C. Adjunct Duty Assignment

The District and the CVEA share a common objective of enhancing the professional status of teachers through improving the availability of teachers to students/parents, and increasing planning time within the professional day. In order to achieve this objective, it is desirable to minimize duty assignments.

The following procedure will be followed:

- 1. A faculty Adjunct Duty and After School/Evening Activity Committee shall be established, composed of a CVEA representative and no more than one teacher for every fifteen certificated staff members.
- 2. The principal will draft a tentative plan for adjunct duty and after school/evening activities which includes place/time and frequency, and submit it to the Adjunct Duty and After School/Evening Activity Committee for review. The committee shall share the tentative plan with the staff, and collect input for the principal regarding agreement, concerns, disagreement, and/or an optional plan.
- 3. The committee shall communicate the position of staff to the principal and serve as a liaison recognizing that the objective is to reach consensus regarding an Adjunct Duty and After School/Evening Activity Schedule. To achieve consensus, the committee may be required to consult a number of times with the staff and principal regarding a particular issue.
- 4. After conducting this process to minimize duties, the principal will establish the Adjunct Duty and After School/Evening Activity Schedule for the year. Should there be staff recommendations which are not included in the plan, the principal

shall provide rationale to staff regarding why such recommendations were not incorporated.

Should the process set forth above not be concluded by September 30<sup>th</sup>, the Assistant Superintendent of Personnel and the President of the Association (or designee) will meet and develop a resolution.

- D. Unit members shall be given the opportunity to schedule and use planning time at their administrative unit. Such planning time shall have the approval of the site administrator. This planning time shall be part of the regular work day, and reflect no additional cost to the district.
- E. The teacher and counselor work years shall be as follows by specific calendar year program:

- 10 Month Traditional (180 + 5= 185 Days)
- Year-round 60/20 multi-track (177 + 8 = 185 Days)
- Year-round 60/20 single-track (177 + 8 = 185 Days)
- Year-round Orchard Plan (211 + 5 = 216 Days)
- Year-round Concept VI (163 + 8 = 171 Days)
- Year-round Modified Concept VI (163 + 8 = 171Days)

Commencing with the 2015-2016 school year, counselors shall be compensated based upon a 190 day work year.

In the event that the Governing Board decides to return any school on a year-round education calendar to the traditional calendar, the unit member work year, work day, and instructional minutes shall return to but not exceed the 1989/90 contract. When a school returns to a traditional calendar requiring an increase in contract work days under the conditions described in the previous sentence, annual compensation shall not increase.

F. Regular Classroom Teachers

- 1. Annual teacher contracts and pay periods shall be established as follows:

- a. Concept VI and Modified Concept VI

- Track 1 All Teachers Twelve Months (July-June)
- Track 2 All Teachers Twelve Months (July-June)
- Track 3 All Teachers Twelve Months (July-June)

- 2. General Support Staff

- a. Positions may include Subject Area Teachers, Adaptive Physical Education Teachers, ALC Teachers, Speech/Language Teachers, Chapter I Resource Teachers, Resource Specialist Floaters, Nurses, Librarians, and Counselors.
- b. Contract work year will be established as follows:

- i. General support staff assigned 50 percent or more to Concept VI schools –171 days
- ii. General support staff with split assignments working less than 50 percent at Concept VI schools - 185 days

## G. Exchange Days

The practice of unit members trading days will be allowed with the following provisions:

1. A maximum of ten (10) days per school year will be allowed for each unit member with approval of the school principal.
2. It is the responsibility of the unit members involved in the trade to demonstrate and maintain the continuity of the instructional program.
3. All requests must be submitted to the building principal at least ten (10) working days prior to the proposed trade.
4. All trades must be completed within the same school year.
5. When a trade is requested which would affect two schools, both building principals must approve the trade.
6. If the unit member who is responsible for being in that classroom should be absent because of illness, the sick day shall be charged to that unit member.
7. Partial contract unit member will be allowed exchange days within their schedule with the same provision as 1-6 above.
8. The District and/or Association bear no responsibility for the enforcement of private exchange day agreements between individual unit members nor shall the District or Association be liable for the payment of additional compensation based upon any unit member working beyond his/her regular work year pursuant to any private exchange day agreement.

## H. Workday Changes

1. The workday changes listed below are significant enough to require a vote of members at a site even if a contract waiver is not required:
  - a. Work Day Schedule: Shifts in beginning or ending times in excess of 25 minutes with the exception of necessary transportation schedule changes; and
  - b. Length of Class Period: Change in the length of an instruction period that results in additional instructional minutes; and
  - c. Minimum Day: An increase in the workday, to accommodate a minimum day schedule

### 2. Voting Procedures

Sites will follow the procedures below when requesting workday changes listed in 1 a-c:

- a. All votes will be taken on or before April 15 on the plans to be implemented the following school year.

- b. The site principal will send the proposed plan and ballot proposal to the CVEA President and the District. CVEA and the District must both pre-approve the proposed plan and ballot.
  - c. The pre-approved plan must be distributed at least one (1) week in advance of the vote on the plan and given to all bargaining unit members at the site.
  - d. The site principal will schedule a meeting for the explanation and discussion of the proposed plan. At least eighty percent (80%) of all unit members shall be in attendance.
  - e. Voting shall be by secret ballot, and ballots will be placed in a ballot box. All bargaining unit members assigned to the site are eligible to vote.
  - f. CVEA will designate a representative to count ballots with the site administrator.
  - g. Approval by eighty percent (80%) of the bargaining unit members at the site is required to approve the plan.
  - h. If the proposed plan is rejected, current contract language shall prevail.
  - i. Bargaining unit members must annually review the plan and vote to approve or reject continuing the plan on or before April 15.
  - j. Approval and implementation of a plan at a site shall not establish a practice or set precedent.
- I. Effective July 1, 2016 through June 30, 2020 all elementary and middle schools will implement a minimum day schedule on Mondays for TK-8 students while maintaining the minimum required student instructional minutes allowing for a weekly one hour minimum day meeting in addition to the weekly staff meeting. To remain within the required instructional minutes, teachers in grades 4-5 will have a maximum of 45 minutes of non-instructional time. Grade 4-5 teachers will work with their site administrator to determine the number of minutes assigned to recess and lunch.
- 1. The minimum day meeting schedule will be published by the site administrator at least one month in advance with input from the site representative(s).
  - 2. Meetings on minimum days will commence no later than fifteen minutes after student dismissal.
  - 3. No more than one minimum day meeting per month will be directed by the District/site administration. A weekly staff meeting may be combined with the minimum day meeting to create 2-hour block of time.
  - 4. The agenda and day/time for the remaining meetings shall be agreed upon by the grade level/subject area team and be utilized to conduct individual/grade/subject area planning, data analysis, professional development, and curriculum mapping.

CVEA and the District agree to meet upon request by either side between March and April of each year to determine the program's effectiveness, review the program's original intention, and modify implementation of the program for the following year if both parties mutually agree to such changes.

The parties agree to meet and discuss continuation of the minimum day schedule beyond June 30, 2020, no later than May 1, 2020. Should the minimum day schedule be discontinued, the parties agree the instructional minutes shall revert to those in place during the 2013-2014 school year.

Separate and aside from Monday minimum day collaboration days, during the 2018-2019 and 2019-2020 school year, the parties agree to reduce the number of weekly staff meetings by five (5). The principal shall identify the dates with input from the staff and publish on/before September 30. Should unresolved issues and/or the schedule not be established by September 30, the Assistant Superintendent of Personnel and the President of the Association (or designee) will meet and develop a resolution.

- J. All Certificated bargaining unit members will participate in three (3) non-student professional development days, comprised of two (2) calendared days and one (1) Floating Professional Development Day. Part-time employees shall participate in all three (3) non-student professional development days in their entirety. Employees participating on non-contract time, will be compensated at the hourly rate referenced in Article XXI.

1. The Floating Professional Development Day will include:
  - a. Three (3) hours of District required training/professional development which will be web-based. The list of required trainings and access to complete the web-based trainings will be available on/or before August 1.
    - i. Training required to meet state/federal mandates shall be completed on or before September 30 of each school year.
    - ii. All other District required professional development shall be completed on or before May 31 of each school year.
  - b. Three (3) hours of self-selected District offered professional development.
    - i. Self-selected professional development shall be completed on or before May 31 of each school year.

The six (6) Floating Professional Development hours must be completed outside the work day and may not be completed on Modified Mondays. Failure to complete the State/Federally mandated training prior to September 30 will result in a mandated staff meeting(s) outside of the regular work day and/or regular meetings to complete the state/federally mandated training. Failure to complete all or a portion of the six (6) hour Floating Professional Day will result in a proportionate deduction in salary and number of days worked reported to CalSTRS and/or CalPERS.

- K. General Education Teacher IEP Meeting Representation

The District and CVEA share a common objective of meeting federal requirements to participate in all Individual Education Plan (IEP) meetings. In order to meet this federal requirement while maintaining equity, the following procedure will be followed:

1. A four person (site selected and approved) IEP Committee shall be established consisting of:
  - a. The site principal
  - b. One CVEA representative
  - c. One educational specialist

- d. One General Education teacher
2. The committee shall meet to draft a tentative plan for meeting the federally mandated requirement for general education teachers to participate in all IEP meetings. The committee shall provide input, suggestions, and work collaboratively to develop a site procedure that ensures all IEP meetings have a general education teacher in attendance. The committee shall share the tentative plan with the staff and collect input regarding agreement, concerns, disagreement, and/or an optional plan. To achieve consensus, the committee may be required to consult a number of times with the staff regarding a particular issue.
  3. After developing the process, the principal will publish the site's IEP meeting attendance process. Should there be staff recommendations which are not included in the plan, the principal shall provide rationale to staff regarding why such recommendations were not incorporated.
  4. The process shall be established by June 30 of each year for the following school year. If there is a change in the master schedule that impacts the plan, the committee will meet within 10 working days to address the change and amend the plan if needed.

**ARTICLE XI: CLASS SIZE AND BALANCE**

- A. The Governing Board agrees to the following student class size limitations:
  1. TK-3 and 3/4 combination class overall school site ratios shall not exceed 25 however, for those TK-3 classes for which the District does not receive class size reduction funds, the overall District ratio shall not exceed 30.
  2. 4-8 overall District ratio not to exceed 29.9
  3. Beginning in the 2015-2016 school year, should a middle school overall pupil-teacher ratio exceed 27.4 (equivalent to an average class size of 32.9), or any individual 4-6 class size exceed 34, adjustments shall be made to lower class size. To calculate the average class size at the middle school: Multiply the overall pupil-teacher ratio by 6 and divide by 5.
  4. Combination class sizes in grades 4-6 shall not exceed 31. Class size average will be computed without using other student personnel (counselors, ALC, student support, and resource).
  5. Beginning in the 2015-2016 school year, Middle School PE classes shall have a class size maximum of 50 and a school site average of 45.
- B. Should there be a change to Local Control Funding Formula (LCFF) or Local Control Accountability Plan (LCAP), both parties agree to meet and discuss on the language above within sixty days.
- C. Before the commencement of each school year, the District will make every attempt to balance classes in terms of number, gender, ability, and special needs. Factors such as credentials, certificates, and program availability may impact student placement. Balancing will be monitored throughout the year. If a problem arises, the District and Association will form a four-member committee to review and submit recommendations regarding the problem within ten working days of the formation of the committee (two members appointed by the District and two members appointed by the Association).
- D. The Association and the District share the objective of stabilizing classes across the District as early as possible in the school year. Every effort will be made to balance staff and adjust classes to within State and contractual class size limits during the first four full

weeks of school.

## **ARTICLE XII: INCLUSION OF STUDENTS WITH EXCEPTIONAL NEEDS**

The parties agree to form a committee consisting of equal members from CVEA and CVUSD bargaining teams, to continue to meet and negotiate issues related to Article XII regarding students with exceptional needs and related policies and procedures governing special education services and Article IX regarding transfers and reassignment for related services positions.

A. Students with significant disabilities may be served in a general education classroom, non-severely handicapped special day class, or severely handicapped special day class. The IEP team may determine that student could benefit from inclusion in a general education classroom for all or part of the instructional day.

B. Inclusive Education

Students with significant disabilities in a general education classroom for a majority of the instructional day. In addition, students with other disabilities such as specific learning disability, mild/moderate mental retardation, or language disorders who require a special day class setting are also included. These students will be included in the regular education teacher's class count.

C. Mainstream

Students with significant disabilities in a general education classroom for less than half of the instructional day. Placement of these students will follow the class balance clause in the contract.

D. Education Code Section 56030.5

Students with significant disabilities include severely handicapped as defined by Education Code section 56030.5: "Severely disabled" means individuals with exceptional needs who require intensive instruction and training in programs servicing pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe mental retardation, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils.

E. The area coordinator assigned to the school site will support the special education teacher. The special education teacher will provide curriculum adaptations/modifications as needed for the student. The area coordinator will facilitate and provide trained personnel, inservice, equipment as appropriate. Release time will be provided to the special education and/or general education teacher for planning. The special education teacher will also collaborate with the general education teacher regarding IEP goals and objectives for the included or mainstreamed student. The Collaborative Team is an informal mechanism for staff in order to appropriately implement a student's IEP. A backup plan will be developed by the Collaborative Team in order to ensure the implementation of the IEP when required support is not available (i.e. equipment failure, illness of staff, etc.). Prior to the student's first day of attendance in a general education classroom, the general education teachers will be given written notice by the principal or his/her designee. A copy of the student's IEP will be available in the cumulative folder within the first week of enrollment or placed in the cum folder upon receipt of the IEP when the student is newly enrolled into the school district. The IEP goals and objectives

will be discussed by the appropriate members of the Collaborative Team for newly enrolled students as soon as possible.

The IEP will be reviewed at least on an annual basis. Any revised IEPs or new IEPs will be provided to the Collaborative Team on an annual basis or more often when needed.

F. Requirement With Respect to Regular Education Teacher

The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of:

1. Appropriate positive behavioral interventions and strategies for the child.
2. Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child.
3. Parents may request an IEP meeting to develop, review, or revise the IEP. The school district must schedule the IEP meeting within 30 calendar days of a parent request. Meetings will be scheduled at a mutually agreed upon time Monday through Friday. Every effort will be made to schedule IEP meetings on non-staff meeting days and to avoid scheduling IEP meetings on the 2<sup>nd</sup> Wednesday of the month. Should an IEP meeting be scheduled at the same time as a scheduled staff meeting, the unit member will be released from attending the scheduled staff meeting. The administrator or designee will chair the IEP meeting. If several certificated staff members are needed to be present, an agenda will be provided by the case carrier, divided into goal areas allowing the teachers involved to attend at a designated interval during the meeting as deemed appropriate by the administrator or designee.

G. All equipment, personnel, and physical (environmental) classroom needs should be assessed and met by the school district prior to the student's first day of attendance unless it is not feasible to do so. Students who move into the school district will transition into district operated programs in a timely manner with required support.

H. Nothing foregoing in this article shall invalidate any state and/or federal requirements.

**ARTICLE XIII: UNIT MEMBER SAFETY**

A. Unit members may use reasonable means to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons upon the person or within the control of a pupil.

B. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor or designee who shall immediately report the incident to the Superintendent or designee. The Superintendent or designee shall comply with any reasonable request from the unit member for information relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, the police, and the courts.

B. The Governing Board shall provide a written description of the rights and responsibilities of all unit members with respect to student discipline, including the use of corporal punishment and the rights of suspended students to each unit member in writing by October 1.

- C. A unit member has the right to submit written recommendations to his/her immediate supervisor regarding the maintenance of safe working conditions, facilities, and equipment repairs and modifications, and other practices designed to ensure safe working conditions.
- D. It shall be the policy of the Governing Board to provide for the payment of the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, or other articles of clothing necessarily worn or carried by the employee, when any such property is damaged in the line of duty without fault of the employee, and when such damage could not have been reasonably anticipated or avoided. The burden of proof shall rest with the employee. Maximum compensation shall not to exceed \$500.00. Provisions of this policy are not applicable to instructional materials or equipment owned by an employee.

Vandalism to an employee's vehicle while parked at a District facility during normal working hours or at District sponsored events will be reimbursed up to a maximum of \$500.00. Vandalism includes, but is not limited to: slashed tires, broken windows, and keyed marks. Claims must be accompanied by a police report for verification purposes. A report of the vandalism must be filed with the District Business Services office within three (3) workdays of the incident. The employee must assign the right of subrogation to the District for any payment made by the District. The employee shall also file a claim with his/her personal insurance carrier, and provide the District a copy of the claim.

Provisions of this policy are not applicable to instructional materials or equipment owned by an employee or to vehicles used by the employee in pursuit of his work. In the event the employee is paid the cost of replacing or repairing such property or the actual value of such property, the District shall, to the extent of such payment, be subrogated to any right of the employee to recover compensation for such damaged property. The District may file and prosecute an action to enforce its subrogation right in any court of competent jurisdiction.

#### **ARTICLE XIV: EVALUATION PROCEDURE**

- A. It is understood and agreed by both parties that the principal objective is to maintain or improve the professional performance of the unit member, thereby increasing the quality of education in the District. Addendum 2, Certificated Appraisal System, shall be modified as follows to correlate with Standards for Professional Teaching Practices as established by the State of California: See Attachments "A" and "B." Addendum 3 identifies the "Special Education Certificated Appraisal Descriptors." Addendum 4 identifies the "Certificated Appraisal System for Nurses." Addendum 5 identifies the "Preschool Certificated Appraisal Indicators."
- B. The District shall evaluate and assess employee competency as it reasonably relates to:
  - 1. The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.
  - 2. The instructional techniques and strategies used by the unit member.
  - 3. The unit member's adherence to curricular objectives.
  - 4. The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.

5. Adjunct duties or job responsibilities.
  6. The evaluation and assessment of employee competence shall not include the use of publishers' norms established by standardized tests.
- C. Evaluations shall not refer to: (a) a unit member's freedom of speech or use of materials unless such speech or use of materials interfere with the educational processes of the District or (b) the private, political, or organizational activities of any unit member unless such activities interfere with the educational processes of the District.
- D. Alleged facts or hearsay statements about a unit member shall not be used in the evaluation of a unit member or to justify an adverse action unless the Governing Board, or designated representative, confirms the accuracy of the alleged facts or statements and notifies the affected unit member in writing that an adverse action may be taken.
- E. The immediate supervisor and the unit member shall meet and discuss the elements upon which the evaluation is to be based. These elements shall be constrained by anomalies such as class size, intellectual abilities of learners, and the learning environment provided.
- F. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows (EC44664):
1. At least once each school year for probationary personnel.
  2. At least every other year for personnel with permanent status.
  3. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
  4. All personnel with permanent status shall receive notice in writing by October 1 that they will be evaluated. Failure to notify bargaining unit members in a timely manner will postpone the evaluation to the following school year.
- G. Classroom observations may occur in non-evaluation years.
- H. Evaluation summaries shall be submitted to the Personnel Office by May 1 of each year.
- I. Each formal evaluation shall be based upon at least two (2) observations, and shall be followed by an evaluation conference in which the evaluator and the unit member shall review the observations and what is to be incorporated into the written evaluation. At least three (3) observations shall take place prior to negative comments or judgments being included in the evaluation. The immediate supervisor shall base the evaluation on information collected through observation and conferences, and first hand knowledge of the total performance of the unit member.
- J. When any permanent certificated unit member has received an unsatisfactory evaluation, the District shall annually evaluate the unit member until the unit member achieves a positive evaluation or is separated from the District.

The immediate supervisor shall take action to assist in correcting any cited deficiencies. Such action shall include specific recommendations for improvement and assistance by the Administration in implementing such recommendations. The District may require the unit member with cited deficiencies to participate in performance improvement programs (i.e. PAR). Such participation shall be at no cost to the unit member unless mutually agreed upon.

- K. Recognition for outstanding performance should be given and reference to this effect placed in the unit member's personnel file.
- L. For purposes of evaluation review and upon written authorization by a unit member, a representative of the Association shall be permitted to examine material in that unit member's file. Copies of material from an individual unit member's file may be removed only by that individual.
- M. Certificated staff not assigned to a regular classroom will be evaluated by their immediate supervisor/school principal, at the site where the greatest portion of their assignment occurs, with ongoing communication regarding program from other immediate supervisors/principals at sites where the person has been assigned, and district-level department personnel responsible for the job category. Certificated staff members assigned to work an equal amount of time at multiple sites, will be evaluated by the assigned administrator with input from the other administrator(s).
- N. Due to the special nature of their assignment, psychologists and nurses will be evaluated by their immediate supervisor (district-level department personnel designated as supervisor), with ongoing communication regarding program from the principals at sites where the person has been assigned.
- O. The site administrator and a permanent union member with ten or more years of service in the district (unit members must have satisfactory evaluations) may mutually agree to evaluation criteria related to student learning in lieu of the evaluation process set forth in the collective bargaining agreement. The appraisal instrument to be utilized for the Teacher Alternative Evaluation Procedure is included in the contract, see Addendum 2.a. (Attachment B).
- P. Certificated staff in Psychologist, Counselor, Supplemental Counselor, Coach and Facilitator assignments will be evaluated by their immediate supervisor utilizing the Certificated Alternative Evaluation Procedure included in the contract, see Addendum 2.b (Attachment C). The certificated staff member and the supervisor shall agree on the evaluation criteria and the criteria shall be related to the job description.

#### **ARTICLE XV: PARENT COMPLAINT PROCEDURE**

- A. Public Concern
  - 1. Parental or guardian concerns involving members of the bargaining unit may be presented to the immediate supervisor or his/her designee, however, parents or guardians with concerns should be encouraged to present them first to the employee who is the subject of the concern.
  - 2. If the concern involves a member of the bargaining unit, the immediate supervisor or his/her designee and/or bargaining member shall seek a solution to the concern.

3. In the event a solution is not attained, the parent or guardian may submit a written complaint.

#### B. Public Complaint

1. Complaints concerning unit members will be reduced to a written document and submitted to the unit member against whom the complaint is being lodged or to the immediate supervisor.
2. The immediate supervisor shall forward as soon as possible to the member of the bargaining unit any formal (written) complaint regarding that member. The bargaining unit member shall forward as soon as possible to the immediate supervisor any formal (written) complaint received by the member regarding that member.
3. The unit member shall be given ten days after receiving a written complaint to respond in writing to said complaint.
4. After the unit member's written response is reviewed by the supervisor, should the issue not be resolved, the written complaint along with the unit member's written response will be referred, together with the supervisor's report and analysis of the situation, to the Superintendent or his/her designee. The Superintendent's decision shall be final subject to the complainants, the unit members or the Superintendent's right to a closed hearing before the Governing Board regarding said complaint. If considered appropriate, the CVEA President may be present.

#### C. Hearing

No hearing will be held by the Governing Board on any complaint unless and until the Governing Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but is not limited to, the following:

1. The name of each unit member involved.
2. A true copy of the signed original of the complaint itself, and the unit member's answer to said complaint, along with the supervisor's report and analysis of the situation.
3. A summary of the action taken by the Superintendent (or his/her designee) in connection with the complaint, with the Superintendent's specific finding that disposition of the case at the Superintendent's level has not been possible and the reasons therefore.

After reviewing all written materials relative to the complaint, the Governing Board may elect not to conduct a hearing regarding the complaint.

The District Administration shall cooperate with the complainant, and the unit member against whom the complaint is lodged, and aid in the processing of any formal complaint and the answer to said complaint, so as to quickly meet the informational requirements of these rules.

Copies of the rules regarding the submission and handling of all such complaints shall be made freely available. All parties involved, including the school administration, shall be requested to attend a hearing by the Governing Board, for the purposes of presentation of all available evidence, allowing every opportunity for the explanation, and for clarifying the issue.

The decision of the Governing Board following the hearing shall be final and shall comply with all applicable rules and regulations of the District, contractual obligations of the District, and the laws of the State of California.

## **ARTICLE XVI: LEAVES WITH PAY**

A unit member on a paid leave of absence shall be entitled to receive wages, credit for annual salary increments, fringe benefits, insurance, retirement credit appropriate to the leave, and to return to the same administrative unit and to the same assignment from which the unit member left, if that assignment still exists.

- A. Sick Leave: This includes all personal illness or accidents to the unit member.
1. All unit members of the District except those assigned to the Orchard Year-round Pilot Program are entitled to yearly sick leave with full pay at the rate of ten (10) days per year regardless of calendar year program assignment.
  2. All unit members may use sick leave from the first day of the school calendar year even though they were unable to report for duty, provided that they notify their immediate supervisor or the personnel office. Both annual and accumulated sick leave may be used, but the annual sick leave will be refunded by the unit member if not earned subsequently during the school year it is taken.
  3. Illnesses due to pregnancy shall be treated as any other illness. Provided that after giving birth the unit member shall have 3 weeks of paid maternity leave. The leave is only taken on "contract days" for which unit members are paid. Therefore, non-paid days (weekends and breaks) do not count against the three (3) weeks of paid leave. These maternity leave days shall not be deducted from the unit member's accumulated leave balance. It is the responsibility of the bargaining unit member to notify the District and provide documentation regarding the childbirth.
  4. After the exhaustion of sick leave including any accumulated sick leave, a unit member shall be entitled to five months (100 days) of extended illness leave (commonly referred to as differential pay). For the purpose of calculating differential pay, the general education substitute teacher rate, effective July 1 of each school year, shall be used for the entire year regardless of any adjustment which might be made to the actual rate of pay for substitute teachers. At the end of the five month period, if the unit member is unable to return to work, the unit member shall be placed on a rehire list in accordance with Education Code sect. 44978.1. A unit member is entitled to only one five month period of such leave per illness or injury.

When a unit member is absent from duty on account of an illness or injury for seven (7) days or more, the District may require the unit member to present a medical verification and release to return to duty from a licensed physician. The District reserves the right to require a medical examination at the District's expense to verify fitness for duty. In such event the District will provide release time for such examination. In the event the physicians do not concur regarding the employees ability to return to work, the District will work with the employee and the Association to reach satisfactory resolution. Where applicable, in cases concerning mental illness, the District will use the procedures set forth in EC 44942.

Should a continuous long-term illness/disability require a unit member to utilize differential pay (differential pay is the bargaining unit member's daily rate less the

general education substitute daily rate) benefits beyond June 30 of a school year into a subsequent year, the substitute rate used to calculate differential pay in the subsequent year shall also be the rate in effect July 1 of the preceding year for the duration of the continuing illness/ disability or until their differential paydays are exhausted.

5. Regular unused sick leave may be accumulated without limit to be used during the regular school year.
  6. Whenever all paid sick leave is exhausted, the unit member shall be granted a leave without pay for a period not to exceed six (6) months. (For additional leaves, see Leaves Without Pay).
  7. If a unit member is employed less than a full year, or on a part-time basis, the benefits of this section shall be prorated accordingly.
  8. Parental Leave: Sick leave may be used for parental leave. Parental leave is defined as leave taken for the birth of a child of the employee or placement of a foster or adoptive child with the employee. When an employee has exhausted all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave, the employee shall be compensated at the differential pay rate described in paragraph A.4 of this article for the remaining portion of the 12-workweek period of parental leave. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave pursuant to this paragraph shall run concurrently with parental leave taken under the Family Medical Leave Act or the California Family Rights Act. The basic minimum duration of parental leave is two weeks. However, the District shall grant a request for parental leave of less than two weeks duration on any two occasions. The purpose of this paragraph is to comply with Education Code 44977.5.
- B. Calamitous/Catastrophic Event Leave: The District and CVEA desire to create a bank of sick leave days from which eligible bargaining unit members may apply for additional sick days when they or their family members are suffering from a catastrophic illness, injury or calamitous event.
1. Definition
    - a. In cases affecting a bargaining unit member, a catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for an extended period of time and which causes the bargaining unit member to exhaust all fully paid leave. An extended period of time is defined as in excess of 30 work days/6 work weeks. Leave bank donations will run concurrent with the 100 days of extended illness leave (commonly referred to as differential pay, **Article XVI A.4.**)
    - b. In cases affecting a bargaining unit member's family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act. In such instances, the unit member must submit verification to the Personnel Department. Once certified, the unit member will be required to exhaust all available leave prior to accessing the bank. An extended period of time is defined as in excess of 30 work days/6 work weeks.

- c. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
- d. A calamitous event is an event of significant nature such as flood, fire, earthquake, etc.
- e. Employees absent from work due to a work related injury are not eligible to apply for sick leave from the bank as leave provisions and wage payments are separately provided for under Workers' Compensation.

## 2. Management

- a. The governance shall be a joint responsibility of the Association and the District. The Committee shall consist of four (4) members, two (2) selected by the Association and two (2) selected by the District. A quorum shall exist when three (3) members are present. The Association President shall designate the Chair. Approval/disapproval of the leave shall be by a majority vote.
- b. All requests will be answered in writing within ten (10) work days of the decision. Strict confidentiality shall be maintained.
- c. When the days in the bank are projected to drop below one hundred fifty (150), an additional contribution of one (1) day will be assessed. In the event that an adequate number of donations are not received, the bank will be disbanded and the remaining contributions will be proportionately returned to active members of the bank.

## 3. Denial

- a. Bargaining unit members who are injured or become ill while on an unpaid leave of absence are not entitled to the use of the bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave and differential leave.
- b. If the committee denies a request for a withdrawal from the bank, the bargaining unit member making the request shall be notified in writing of the reason for denial. Unit members subject to denial may resubmit their request with new or additional information.
- c. If the committee has insufficient days to fund a withdrawal request, neither CVEA, the Committee or the District shall be under any obligation to pay the unit member.

#### 4. Eligibility

- a. To be eligible to request a leave bank donation unit members must:
  1. Donate one (1) day each year during the established enrollment period until the bank reaches a balance of 750 days.
  2. To maintain eligibility, leave bank members must donate an additional day during the academic year upon request as required under 2c.
  3. Should a member have insufficient leave balances to meet the donation requirement, leave bank eligibility shall be terminated.
- b. Unit members new to the profession (in their first year) or new to California will automatically be eligible without having to donate days for the first year. At the conclusion of the one-year period, unit members must meet the requirements in 4a.
- c. If a bargaining unit member does not join at the first request, he/she must wait until the next enrollment opportunity, and eligibility will become effective 30 calendar days after the first contribution.
- d. In a calamitous leave situation, employees are required to access available leave prior to accessing the leave bank.
- e. Proof of need must be included in every request to use the bank.

#### 5. Responsibilities

- a. The District shall maintain a record of all bargaining unit members who have joined and are currently enrolled in the bank.
- b. The District shall verify an applicant's sick leave to the committee and provide the applicant's remaining paid leave balance.
- c. The Association shall help solicit donations during the enrollment period.
- d. When the leave bank falls below one hundred fifty (150), the District shall assess a maximum of one (1) additional day from each Leave Bank Member.

#### 6. Donations

- a. All donations are irrevocable.
- b. Donations shall be a minimum of one (1) day and maximum of two (2) days per academic year.
- c. Donations to the bank are general and are not to a specific member.

1. Withdrawals
    - a. Withdrawals shall be granted in units of one (1) to work day with a maximum withdrawal of sixty (60) days work days per event.
    - b. Participants may request additional days as bank withdrawal expires.
  2. Days approved but not used shall be returned to the bank.
  3. Decisions of the Committee are final and are not subject to the grievance procedures.
- C. Industrial Accident and Illness Compensation Leave: All full-time unit members shall be entitled to industrial accident and illness leave under the following rules and regulations:
1. Allowable leave for each industrial accident or illness shall be during the days which the schools of the District are required to be in session or when the unit member otherwise would have been performing work for the District, and shall not exceed sixty (60) such days for eligible personnel.
  2. The accident or illness must have arisen out of, and in the course of, the employment of the unit member and must be accepted as such by the State Compensation Insurance Fund.
  3. Allowable leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.
  4. When a unit member is absent from duty on account of industrial accident or illness, he or she shall be paid such portion of the salary due him or her for any month in which absence occurs, as when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than full salary.
  5. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized deductions.
  6. When a unit member is absent from duty on account of an industrial accident or illness, he or she shall submit within the first seven (7) days of such leave, a statement from a licensed physician or other evidence as may be required by the Governing Board affirming that the industrial accident or illness does exist and did occur while performing work for the District. The Governing Board may require the unit member to submit to a physical examination by one of several physicians selected by the Governing Board at any time during the leave at District expense.
  7. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave under the Education Code. The

absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he or she may elect to take as much accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than full salary.

D. Personal Necessity Leave: During any year an employee may elect to use or not to use accumulated sick leave benefits for personal necessity. The days allowed for this purpose shall be limited to a maximum of seven (7) days. These days shall be deducted from, and may not exceed, the number of full paydays of sick leave to which the employee is entitled. Personal necessity is intended for use in situations beyond the employee's immediate control which would compel an individual to be absent from his or her duties. Examples include:

1. Serious illness in the immediate family
2. Medical or dental appointment requiring at least a half day
3. Accident involving employee or his property, or one of his immediate family
4. Appearance in court
5. Adopting a child
6. Paternity leave
7. Graduation of self or immediate family
8. Other personal necessities not listed above, and in such cases there will be a determination of necessity by the Governing Board or its designee, based upon the facts peculiar to the situation. The employee shall complete a request stating the reason for the personal necessity with his or her signature attesting to the validity. The leave must be approved by the Superintendent or his designee.

E. Members of the unit may utilize up to ten days of sick leave each year to attend to matters of compelling personal importance. Compelling personal importance days may be used in increments of up to 5 days at one time. The term "matters of compelling importance" shall mean matters which cannot normally be taken care of outside of working hours and of substantial and serious importance to the unit member. Such leave shall in no event be utilized for matters relating to non-district employment. The ten personal compelling importance days when combined with days taken for personal necessity, in total, may not exceed ten days per year.

F. Jury Duty: Bargaining unit members shall be paid full salary for absence caused as a result of jury duty. Payments for travel expenses paid by the court shall be retained by the unit member.

As an incentive for bargaining unit members to serve jury duty, the District will pay the general education daily substitute rate for jury service postponed and performed during non-teaching days. This option is only for bargaining unit members who receive a summons for jury duty scheduled during their teaching year.

G. Court Appearance: Whenever an employee is subpoenaed as a witness in court, he/she may have time for appearance in court without loss of pay or sick leave. Payment for

serving as a witness will be turned in to the District accountant who makes abatements as an employee cannot receive jury pay in addition to his or her regular salary. Payments for expenses paid by the court shall be retained by the employee. When the employee is a volunteer witness or is pursuing his/her own interests, no salary is to be paid except under the provisions of the personal necessity leave.

- H. Bereavement Leave: Each full-time unit member shall be entitled to five (5) days for bereavement leave upon the death of a member of the immediate family as defined in the Education Code.
- I. Military Service Leave: Unit members may be granted leaves with or without pay, as provided in the California State Law governing military service and training.

#### **ARTICLE XVII: PERSONAL LEAVE WITHOUT PAY**

- A. Personal leave without pay may be granted for the following purposes:
  - 1. Illness beyond any form of paid sick leave (see **Article XVI: Leaves with Pay**, section A6)
  - 2. Parental leave for child rearing purposes
  - 3. Political leaves - limited to 4 weeks to campaign and for term of appointment or elected office
  - 4. Professional leave
  - 5. Study and travel
  - 6. Personal business beyond personal necessity
  - 7. Special service
- B. Personal leave without pay may be granted by the immediate supervisor up to five (5) days without Governing Board approval.
- C. Personal leave without pay may be granted by the Superintendent or his designee up to thirty (30) days without Governing Board approval.
- D. Upon returning from an extended personal leave, the unit member may be assigned to the same position held if that position is available or shall be assigned to the most comparable position available if he/she notifies the District by March 15 of his/her intent to return. If notice is not given by March 15, the unit member will be assigned by the District.
- E. Personal leaves without pay for more than thirty (30) days must have Governing Board approval. The District will consider unusual circumstances upon request. Except in an emergency a thirty (30) day notice shall be given prior to leave start. Personal leaves beyond one (1) year may be granted. While on any leave without pay, an employee shall have the option of remaining an active participant in the District's fringe benefit program by contributing the total cost of the program.

**ARTICLE XVIII: PART-TIME EMPLOYMENT**

- A. The Governing Board may hire teachers for part-time or permit teachers to reduce their workload from full-time to part-time. The request to reduce the workload shall be initiated by the unit member.
- B. A written contract for part-time employment during the current school year shall be executed by the unit member and the Governing Board to cover the period of part-time employment. The agreement can be entered into, modified, or terminated only with the mutual consent of both parties.
- C. Salary for part-time junior high and middle school classroom teachers shall be prorated as follows:
  - 2 hours = 1/3 salary
  - 3 hours = 1/2 salary
  - 4 hours = 2/3 salary
- D. Salary for other part-time unit members shall be prorated on the ratio of hours worked to the number of hours of their assigned workday.
- E. Part-time unit members shall be present one-half hour before their first class and shall fulfill all professional responsibilities.
- F. Two unit members may enter into a shared contract with the Governing Board for one teaching assignment provided that each assumes 50% of the teaching assignment plus two (2) non-teaching days. At least one of these unit members must be a permanent unit member in the District.
- G. Former full time unit members working at least 50 percent of the regular contract time shall receive credit for a full step on the salary schedule. Those teaching less than 50 percent of the regular contract time shall receive a full step credit the next calendar year after the equivalent of 50 percent or more has been accumulated.
- H. For newly created 50% contracts, a member of the Bargaining Unit shall be eligible for single subscriber coverage only.
- I. For 50% non-shared assignments started prior to July 1, 2006, a member of the Bargaining unit shall receive benefits at their current level until July 1, 2009. From July 1, 2009 forward, paragraph H will apply to all part time contracts regardless of when the contract began.
- J. Benefits for Shared Contracts  
  
As of July 1, 2003, unit members on a 50/50 contract will be eligible for single subscriber coverage only. If one member of a Shared Contract works more than 50%, such unit member will be eligible for family benefits subject to applicable payroll deductions, etc.
- K. The above provisions do not apply to bargaining unit members currently participating in the program outlined in **Article XIX: Part-Time Employment with Full Retirement Credit.**

**ARTICLE XIX: PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT**

- A. Unit members planning to retire within five (5) years may reduce their workload from full time to part-time to phase in their retirement program. It shall be the unit member's responsibility to initiate the request for reduced teaching service.
- B. The written agreement or contract for reduced service must be entered into prior to the period of reduced service before the beginning of the school year or the beginning of the second half of the school year. The written agreement will include a statement by the unit member stating when he or she plans to retire. The agreement can be entered into or revoked only with the mutual consent of both parties.
- C. To qualify for this program, the unit member shall:
  - 1. Have reached the age of 55 prior to the reduction in workload.
  - 2. Have been employed full time in a position requiring certification for at least ten (10) years of which the immediate preceding five (5) years were in a full-time employment capacity in the district.
- D. Reduced teaching service shall not be less than the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
- E. Reduced service may be on a daily schedule based upon a minimum 6.5 hour teaching day or full time for at least one-half of the period of reduced service. The unit member shall be paid a salary which is the pro-rata share of the salary which would have been earned had he/she not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- F. Part-time service is limited on an annual basis not to exceed five (5) years.
- G. The unit member and the District will contribute to the retirement system in the same amount as they would under full-time employment based on the compensation which would be earned for full-time employment.
- H. All rights mandated by law and any additional benefits which may be granted by the District to the unit members shall also be applicable to unit members under this Article.
- I. Full health and dental benefits as provided in the contract will be granted.

**ARTICLE XX: BENEFITS FOR RETIRED UNIT MEMBERS**

Unit members retiring shall be eligible and may apply for paid insurance benefits as covered in this contract on the following basis:

- A. The unit member has the equivalent of ten (10) years of full-time service with the District; was in active service for the full school year immediately prior to retirement, unless on an approved medical leave; and has reached or passed the age of 55.
- B. The coverage for the unit member and the dependent or dependents shall be the coverage provided in the contract. The Governing Board will continue to pay this until

such time the unit member reaches the age of 65. A dependent who survives the retiree may continue the coverage following the retiree's death by paying the total premium.

- C. Should a retired employee who was participating in the District's Health and Dental Programs die before age 65, their surviving spouse shall be provided the same Health and Dental benefits until age 65.
- D. Eligible retired unit members shall be eligible for the same benefit options as active employees as identified in **Article XXI: Compensation – Salary and Medical Benefits**. For eligible retired unit members in full-time status at retirement, who reside outside of the insurance carriers coverage area, the plan that is available is the Out of Area United Healthcare PPO and the District will pay up to the district contribution as set forth as Addendum 6, column 4. The retiree will be responsible for all costs that exceed this amount.

For eligible part-time retired unit members receiving benefits at retirement, who reside outside of the insurance carriers coverage area, the plan that is available is the individual Out of Area United Healthcare PPO and the District will pay up to the district contribution as set forth as Addendum 6, column 4. The retiree will be responsible for all costs that exceed this amount. Part-time retired unit members may also choose to enroll eligible dependents and the entire cost of the dependents would be borne by the retired unit member.

- E. All of the above sections under this Article shall be limited in eligibility to the policy the district carries, and by any rules and regulations set by the insurance carrier or legal counsel. The retiree shall be required to comply with the necessary provisions on his/her part to meet requirements set by the District.
- F. Eligible dependents of retired employees who are enrolled in District medical plans may continue coverage in the plan as long as the retiree is enrolled. If the eligible dependent of a retiree becomes eligible for Medicare, they should enroll in Medicare parts A and B to continue coverage under the District plan. If the eligible dependent does not enroll in Medicare parts A and B they may continue coverage under the District plan, but must pay the difference between the premium with Medicare coverage and the premium without Medicare coverage. If the dependent is already eligible for Medicare at the time that the employee retires, the dependent must immediately enroll in Medicare parts A and B in order to continue to be covered by the District sponsored plan, or must pay the difference in premium cost as outlined above.

## **ARTICLE XXI: COMPENSATION - SALARY AND MEDICAL BENEFITS**

### A. Salary

2017-2018:

- 1. A total of 3.0% ongoing dollars will be applied to the 2017-2018 salary schedule effective July 1, 2017.

2018-2019:

- 1. A total of 1.0% will be issued as a one-time off-schedule payment in August 2018.

B. Medical Benefits

Commencing with the 2006/2007 benefit year, the parties agree to join the Voluntary Employee Benefits Association insurance trust (commonly referred to as "VEBA"). Participation in insurance plans is subject to all VEBA rules and regulations. The plans available to unit members for the 2009-2010 2015 health benefits plan year shall be the Kaiser HMO 10/20, the PacifiCare Focused HMO-10 United Healthcare Performance HMO Package A (Networks 1, 2 & 3), the PacifiCare Value POS-15 United Healthcare Alliance HMO (with Scripps Network), United Healthcare PPO and the SIMNSA (Mexico Plan) HMO. Eligible employees may select the dental coverage through the Delta Dental PPO or Delta Care USA Dental HMO

Unless modified by future agreement of both parties, the "trial period" language regarding the District contribution below will sunset on June 30, 2020 and will not apply for the 2021 plan year, and the District contribution toward the actual cost of health benefits for the 2021 plan year will be reflected in Addendum 6, Column 4 for health benefits plan year 2020.

District Contribution ("Trial Period 75/25")

For the 2016 plan year, the District will apply .77% ongoing dollars to set the employer/employee ratio at 75/25 for the Kaiser 10/20 Plan.

For the 2017, 2018, and 2019 and 2020 plan year, the employee paid co-premiums will be set based on a formula in which the District will contribute 75% of the increases and the employee will pay 25% of the increases for the Kaiser 10/20 Plan.

Unless modified by future agreement of both parties, commencing with the 2016 health benefits plan year, the district contribution toward the actual cost of health benefits will revert to the amounts and structure set forth below in Section B.1.

1. District Contribution

The employee paid co-premium amounts commencing with the 2015 health benefits plan year are set forth as Addendum 6, columns 2 and 3.

The District shall contribute toward the annual cost of health benefits as set forth in Addendum 6, column 4.

a. For full time employees and employees with a contract greater than 50%:

Full time employees and employees with a contract greater than 50% will pay for the cost of health benefits that exceed the District contribution amounts set forth in Addendum 6, column 4. The employee co-premium amounts are calculated by subtracting the District contribution from the plan cost and dividing by 11 to determine the monthly payroll deduction.

b. For part-time employees eligible for individual benefits only (employees with a 50% contract):

Part-time employees will pay the difference between the cost of the

individual plan and the amount of District contribution set forth in Addendum 6, column 4 through eleven monthly payroll deductions. Part-time employees may also choose to enroll eligible dependents and the entire cost of the dependents would be borne by the employee.

2. Opt-Out/Waiver:

Opt-Out:

Effective December 1, 2006, District employees who are eligible for benefits, and who have chosen to opt-out of benefits to receive a \$1200.00 annual stipend may continue that practice. Under VEBA rules, no additional employees will be permitted to opt-out of benefits. Once a “grandfathered” employee ceases to opt-out of health benefits they have lost their ability to return to this status in the future. Employees continuing to opt-out of benefits must follow established District rules each year regarding written proof of other insurance coverage.

- a. Unit members continuing to exercise this option must show written proof that they are insured through an outside entity.
- b. Unit members continuing to exercise this option must complete and submit a Medical Insurance Waiver Statement to the district’s Payroll Department during the open enrollment period.
- c. Unit members who do not provide the required documents within the specified open enrollment period each year will permanently lose their ability to opt-out benefits.

Waiver:

- a. Employees who provide proof of insurance may waive health benefits separate from the opt-out provision above. Employees must elect this option during the open-enrollment period or upon experiencing a qualifying event through the submission of the Medical Insurance Waiver statement to the District’s Payroll Department. Employees do not receive financial compensation for electing to waive health benefits.
- b. Employees with a spouse/domestic partner employed in the District may waive health benefits coverage by completing the health enrollment form and marking the “spouse no co-pay” coverage category. The spouse/domestic partner providing coverage must list the dependent employee on their health enrollment form to ensure coverage. Employees must elect this option during the open-enrollment period or upon experiencing a qualifying event through the submission of the Medical Insurance Waiver statement to the District’s Payroll Department. Employees do not receive financial compensation for electing to waive health benefits.

3. Employees Enrolled as a Dependent of Another Cajon Valley Employee  
District employees who are eligible for benefits, and whose spouse/California registered domestic partner is also a District employee eligible for benefits, may each enroll in their own benefit account and will each pay an employee co-premium. Effective December 1, 2006, District employees who are eligible for benefits, and who are already enrolled only as a dependent of another district employee and do not pay a co-premium may continue that practice. Under VEBA

rules, no additional employees will be permitted to enroll only as the dependent of another district employee. Once a "grandfathered" employee ceases to enroll only as the dependent of another employee, they have lost their ability to return to that status in the future.

4. The District will provide annually to the Association an estimate of out-of-pocket premium costs in advance of the open enrollment period.
- C. The District shall provide each unit member a statement of the number of units on file by April 1 of each year.
- D. Unit members who are required to use their own automobiles in the performance of their routine daily duties shall be authorized for such travel by the Governing Board and shall be reimbursed at the current Governing Board approved rate.
- E. The salary schedule for members of the unit excluding Preschool Teachers is attached to this agreement as Exhibit "A".
- F. The salary schedule for Preschool Teachers is attached to this Agreement marked as Exhibit "B". Beginning July 1, 1999, preschool teachers will receive professional growth credit for courses they have taken subsequent to an Associate in Arts degree.
- G. Unit members shall be eligible for compensation off-the-regular-salary-schedule relative to the length of the school day and year as outlined in **Article X: Unit Members Workday and Year**.
- H. Provisions of this section shall be adjusted as necessary on the first day of the month following Governing Board approval of any changes to the salary schedule.

Unit members shall be compensated for additional services performed beyond regular contract duties as follows:

1. The District may request unit members to work additional days beyond their regular work year not to exceed 45 days annually. Unit members who agree to do so will receive a supplemental contract and be compensated as follows:
  - a. Curriculum Planning and Writing - District Level  
Unit members utilized on non-contract days for the purpose of curriculum planning and writing shall be compensated at the hourly rate of .073% of Step 1, Column 1.
  - b. Workshop Planning and Presentation - District Level  
Unit members utilized on non-contract days for the purpose of workshop planning and presentation shall be compensated at the hourly rate of .073% of Step 1, Column 1. The unit member and administrator shall agree in advance regarding the number of hours needed for presentation preplanning.
  - c. Test Scoring - District Level  
Unit members utilized on noncontract days for test scoring shall be compensated at the hourly rate of .073% of Step 1, Column 1.
  - d. Curriculum and Instructional Advisory Committee - District Level  
Unit members utilized on non-contract days to serve on a District

curriculum/instruction advisory committee shall be compensated at the hourly rate of .073% of Step 1, Column 1.

e. Special Assignment - School Level

Unit members serving additional days performing their regular duties with students, but not substituting, shall be paid at their salary schedule placement at a daily rate computed on a 183 work year basis.

Unit members utilized on non-contract days for the purpose of instructional planning shall be compensated at the hourly rate of .073% of Step 1, Column 1.

Unit members assigned to 6th Grade Camp on nonduty days shall be paid at their daily rate. Unit members assigned to 6<sup>th</sup> Grade Camp on duty days shall be paid an additional \$100/day stipend per overnight stay. The stipend will be allocated to a maximum of one unit member per thirty-four (34) students attending camp.

f. Workshop and Inservice Attendance - District or Site Level

Unit members utilized on non-contract days to attend a workshop or inservice session shall be compensated at the hourly rate of .073% of Step 1, Column 1.

g. Coordinated Compliance Review

Unit members utilized on non-contract days for the purpose of Coordinated Compliance Review activities shall be compensated at the hourly rate of .073% of Step 1, Column 1 not to exceed eight hours per day.

h. Unit members working directly with students shall be compensated at the hourly rate of .077% of Step 1, Column 1.

Unit members shall receive compensation when additional children are assigned to their classroom due to a shortage of substitutes as follows:

.073% of Step 1, Column 1 per period for grades 6-8 (middle school)

\$160.00 per day for grades K-6 (elementary)

\$130.00 per day for preschool

i. Unit members in grades 4-8 who conduct mandatory fall retention conferences, after school duty hours, shall be at the hourly rate of .073% of Step 1, Column 1.

j. All bargaining unit members attending after school IEP meetings lasting beyond two hours, shall be compensated for time in excess of two hours at the hourly rate of .073% of Step 1, Column 1 in hourly increments.

k. Unit members identified as the site administrative designee will receive an annual stipend of \$300. Site administrative designee at Sevvick and sites with a half time principal shall be \$500. Unit members serving as the administrative designee at IEP meetings shall receive a stipend of .073% of Step 1, Column 1 per meeting.

l. Unit members assigned to safety patrol shall be paid a \$1,000 annual stipend per site. The \$1,000 stipend may be shared by up to two people, proportion to be determined by the site administrator.

2. Unit members shall receive release time and/or a stipend as described below:
  - a. The District will develop a schedule to provide Transitional Kindergarten and Kindergarten teachers with a full-day substitute to administer trimester one assessments.
  - b. Due to having up to 34 students, 4-6<sup>th</sup> grade teachers at elementary schools that have parent conferences may request a full-day substitute or a stipend equal to the daily rate of a substitute.
  - c. Elementary school combination teachers may request one full-day substitute or a stipend equal to the daily rate of a substitute each trimester to assist with planning.
  
- I. The District may implement a hiring bonus for hard to fill positions, established annually by the district. Prior to establishing a hiring bonus, the District will meet and negotiate with the association to discuss the parameters of the bonus.

#### **ARTICLE XXII: ORGANIZATIONAL SECURITY**

Each certificated employee covered by this agreement, who after the effective date of the agreement is a member of the Association and each individual covered by this agreement who becomes a member after that date, shall maintain such membership for the duration of this contract including the extension thereof.

#### **ARTICLE XXIII: SAVINGS CLAUSE**

In the event that any legislation, government regulation or court decision causes invalidations of any Article or Section of this agreement, the District and the Association agree to meet to negotiate any Article or Section so affected. All other Articles and Sections not so invalidated shall remain in full force and effect. The District and the Association agree to meet within ten (10) days following invalidation to negotiate a replacement for the invalidated Article or Section.

#### **ARTICLE XXIV: WAIVER**

This Agreement constitutes the entire contract between the Governing Board and the Association, governing wages, hours, and conditions of employment of the unit members in the bargaining unit during the term specified herein, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, both parties expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, except as expressly agreed to in **Article XXVII**: Reopener of this contract.

#### **ARTICLE XXV: NO STRIKE - NO LOCKOUT**

During the terms of this Agreement the Cajon Valley Education Association will not cause, permit, threaten, or participate in any strike, including the refusal to cross any other labor organization's picket lines, walkout, slowdown, boycott, picket, work stoppage, refusal to work, or any other interference with the operation of the District.

The Governing Board agrees that it will not lockout unit members, nor will it do anything to prevent continuity of performance by the unit members required in the normal and usual

operation of the District.

## **ARTICLE XXVI DISCIPLINARY PROCEDURES AND RIGHTS**

### 1. Just Cause/Due Process

The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for fifteen (15) working days or less.

### 2. Progressive Discipline

2.1 The following progressive discipline procedures shall be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under **Article VIII: Grievance Procedures** of the Agreement.

#### 2.1.1 Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/ warning may result in a post conference summary memorandum. Post conference summary memorandum shall not be placed in the unit member's personnel file.

#### 2.1.2 Written Warning

Subject to 2.1 above, written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last 2 years. Written warnings may be placed in the unit member's personnel file. The employee may write a response to any written warning and it shall be permanently attached to all copies of the written warning.

#### 2.1.3 Written Reprimand

Subject to 2.1 above, written reprimands shall not be used unless the unit member has received a written warning about similar actions within the last 2 years. The unit member may write a response to any written reprimand and it shall be permanently attached to all copies of the reprimand. A copy may be placed in the employee's personnel file. If placed in the personnel file, the reprimand shall include a notice to that effect. CVEA reserves the right to meet and discuss the written reprimand with the Assistant Superintendent, Personnel Services.

#### 2.1.4 Suspension Without Pay

Subject to 2.1 above, suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last 2 years. No unit member shall be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension shall relate to the severity of the action and/or the previous record of the employee.

### 3. Notice

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy shall be concurrently

provided to the Association president. The employee may write a response to any notice of suspension and it shall be permanently attached to all copies of the notice of suspension. Upon exhaustion of the appeal process, the district shall notify the grievant if the notice of suspension will be placed in the unit member's personnel file. The notice of suspension will contain:

- 3.1 A statement of the specific acts or omissions upon which the action is based;
- 3.2 Statement of how such specific acts or omissions give rise to cause for disciplinary action.
- 3.3 Where applicable, the Education Code section, policy, rule, regulation or directive violated;
- 3.4 Penalty proposed and may include the effective date;
- 3.5 Copies of the documentary evidence upon which the recommendation is based.
- 3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of **Article VIII: Grievance Procedure** of this Agreement subject to 5.1 below.

#### 4. Administrative Leave

In the event a unit member is placed on administrative leave without notice, a notice conforming to the specifications set forth above shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

#### 5. Arbitration

- 5.1 Only suspension without pay may be appealed to arbitration under the grievance procedure in **Article VIII: Grievance Procedure** of the Agreement commencing with Level V. If timely appealed, the penalty shall not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.
- 5.2 The Association must request arbitration by delivering written notice of appeal to the superintendent within fifteen (15) working days after receipt of the notice of suspension. If the Association does not demand arbitration within the above timeline, the suspension without pay may be imposed immediately by the superintendent or designee.

#### 6. Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to the Article shall be kept confidential by the parties to the extent permitted by law.

#### 7. Education Code

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942. Nor is the Article intended to preclude the District's right to non re-elect probationary unit members.

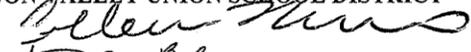
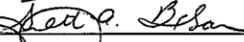
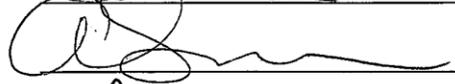
**ARTICLE XXVII: REOPENER**

Aside from the continued negotiations regarding Article XII and Article IX discussed above, there shall be no reopeners during the term of this Agreement unless otherwise mutually agreed upon by the parties.

**ARTICLE XXVIII: DURATION**

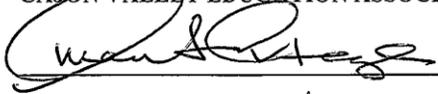
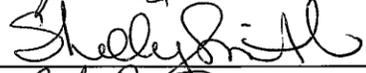
This contract shall remain in full force and effect until June 30, 2019.

CAJON VALLEY UNION SCHOOL DISTRICT


Date 10/25/17

CAJON VALLEY EDUCATION ASSOCIATION


Date 10/25/17

## **EXHIBIT A**

The Certificated Salary Schedule is available on the Personnel page of the [cajonvalley.net](http://cajonvalley.net) website.

## **EXHIBIT B**

The Preschool Teachers' Salary Schedule is available on the Personnel page of the [cajonvalley.net](http://cajonvalley.net) website.

**PEER ASSISTANCE AND REVIEW PROGRAM**

The parties desire to establish and maintain a program, as permitted by Chapter 4 of the Statutes of the 1999-2000 first Extraordinary Session, to provide assistance to permanent teachers employed by the District who are in need of development in subject matter knowledge and/or teaching strategies or skills. This program shall hereinafter be entitled the Peer Assistance and Review Program (sometimes referred to as "PAR" or the "Program").

The Cajon Valley Education Association and the Cajon Valley Union School District strive to provide the highest possible quality of education to the students of the District. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. Therefore, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers participating in the Peer Assistance and Review (PAR) Program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement. The prime focus of this Program is to provide assistance and renew quality teaching.

1. The Peer Assistance and Review Program shall be administered by a Panel. The Panel shall consist of seven members, three of whom shall be selected by the Cabinet, and four of whom shall be classroom teachers and appointed by CVEA Board of Directors. Decisions shall be made by consensus where possible. There must be a quorum of five panel members should a vote be required. If consensus cannot be reached, decisions will be made by a majority vote. There shall be three elementary teachers and one middle school teacher on the Panel. Program consultants may be used to assist Panel for special needs situations. PAR Panel members shall serve not less than three and not more than five years.
2. The Panel shall be chaired in the first year by an administrator and in the following year by a teacher. The chair shall, thereafter, rotate on an annual basis between CVEA and administrative members.
3. **PAR Panel Policies and Procedures**
  - 3.1 The PAR Panel shall be responsible for:
    - 3.1.1 Meeting at least four times annually to discuss program implementation and to review the work of the Consulting Teachers with their Participating Teachers.
    - 3.1.2 Providing teachers on the PAR Panel an annual stipend of \$1,000 for services during the regular school year.
    - 3.1.3 Selecting Consulting Teachers and Support Providers by the majority of the Panel and providing for their training.
    - 3.1.4 Reviewing Referred Teachers reports prepared by Consulting Teachers.
    - 3.1.5 Making recommendations to the Governing Board concerning Referred Teachers.
    - 3.1.6 Forwarding to the Governing Board the names of individuals who, after sustained

- assistance, are not able to demonstrate satisfactory improvement.
- 3.1.7 Preparing an annual review of the impact of the PAR Program, including recommendations for improvement.
  - 3.1.8 Sending written notification of participation in the PAR Program to the Referred Teachers, the Consulting Teachers, and the site principal.
  - 3.1.9 Evaluating Consulting Teachers, their recommended interventions, and their documentation.
  - 3.1.10 Accepting or rejecting requests for assistance from individual teachers.
  - 3.1.11 Monitoring the progress of Participating Teachers.
  - 3.1.12 Establishing the protocol that a Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, the Panel shall determine if a conflict exists that justifies abstention from discussion. Alternates may be brought in as needed as determined by the PAR Panel.
  - 3.1.13 Establishing a procedure for application as a Consulting Teacher.
  - 3.1.14 Recommending the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations as determined by the PAR Panel at the end of the school year.
  - 3.1.15 Selecting and compensating curriculum and other specialists to assist Consulting Teachers in the performance of their duties.
  - 3.1.16 Providing Peer assistance and review to eligible teachers through Consulting Teachers at an appropriate ratio of eligible teachers to Consulting Teachers depending on available funds, experience, and other factors as determined by the PAR Panel.
  - 3.1.17 Submitting annually its budgetary recommendations to the Cabinet, which shall include, but not be limited to, the hiring of Consulting Teachers and Support Providers, stipends, travel and conference, teacher release, staff development, books and supplies, awards and incentives, consultants and any other items as deemed appropriate by the Panel. The budget shall be developed based on the consideration of these recommendations. The Panel shall review the budget prior to board approval. If any expenditure exceeds \$5,000 of the approved budget category, the expenditure shall be brought back to the Panel for review prior to initiating any budget transfers.
  - 3.1.18 Funding all personnel through the PAR budget for services which enhance teaching skill, provide staff development opportunities and/or other duties as determined by the PAR Panel.
  - 3.1.19 Providing each Consulting Teacher with a discretionary budget to support the professional development of the teachers they are assisting.
  - 3.1.20 Reviewing Support Provider documentation and recommending continuation of services by the end of the current school year.

3.2 All materials related to evaluations, reports, and other personnel matters shall be confidential, subject to the following exceptions: (1) In response to a subpoena or order of the court; (2) The Final Report may be used by the District in any disciplinary action regarding the Referred Teachers.

4. **BTSA Teachers**

4.1 Effective with the 2010-2011 school year, the BTSA program shall be suspended and the program funds shall be transferred to the General Fund for general purpose use. Teachers who completed year 1 of the program during the 2009-2010 school year shall be provided a Support Provider and will complete the program during the 2010-2011 school year.

5. **Referred Teachers**

**1999-2000**

5.1 This component of the Program shall provide intervention to permanent teachers who receive an overall “needs improvement” on the certificated appraisal instrument or receive two or more “needs improvement” within any of the subcategories. These teachers shall be referred by the principal for intervention under this Program.

**2000-2001**

5.2 Teachers who receive an overall appraisal of “needs improvement” on the California Standards for the Teaching Profession or receive two or more “needs improvement” on any of the standards of the California Standards for the Teaching Profession, excluding Standard VI on the District’s Certificated Appraisal Instrument, shall be referred to the Peer Assistance and Review Panel by the principal for intervention under this Program.

5.3 Assistance, remedial efforts, and activities shall be intense and multifaceted. Such assistance, remedial efforts, and related activities will be included in an Individual Learning Plan, which will be developed for each Referred Teacher. Individual Learning Plans will be developed during conferences attended by the teacher being referred, the referring principal, the current principal if different than the referring principal, and the Consulting Teacher.

5.4 This Program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship between the principal and the Consulting Teacher is encouraged with respect to the process of peer assistance and review. Nothing within this agreement or within the Program shall prohibit or limit the District and the Governing Board from exercising its legal or contractual right regardless of the participation of a teacher within the Program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, involuntary transfer, involuntary reassignment, demotion, promotion, and evaluation independently of the Program. Decisions and actions within the Program are not binding on the District nor the Governing Board.

- 5.5 Teachers referred to this Program involuntarily shall not be eligible for voluntary transfer while they remain in the Program except if a more senior permanent teacher is impacted.

## 6. **Permanent Teacher Voluntary Participation**

- 6.1 A Volunteer Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participating in the PAR Program for the Volunteer Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of a Volunteer Teacher. The Volunteer Teacher may terminate his or her participation in the PAR Program.
- 6.2 All communication between the Consulting Teacher and Volunteer Teachers shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Panel.

## 7. **Consulting Teachers**

- 7.1 The Panel shall appoint Consulting Teachers who will assist participants in the Peer Assistance Program.
- 7.2 Any classroom teacher who meets the following qualifications is eligible to seek classification as a Consulting Teacher. (Classroom teachers are all certificated teachers with permanent status who plan lessons, directly instruct a specific group of children for a minimum of 200 minutes each school day, fill out report cards, and are employed by the District on a full-time basis.)
- 7.2.1 Has achieved permanent status in Cajon Valley Union School District with at least seven years of classroom experience.
- 7.2.2 Has substantial recent experience in classroom instruction.
- 7.2.2.a Recent experience is defined as teaching or coaching in the classroom for any three years during the last five years.
- 7.2.2.b Applicant must be a classroom teacher in the District during the entire school year application is made.
- 7.2.2.c In the event a Consulting Teacher opening occurs during summer recess, the applicant must have been a classroom teacher in the District the prior school year.
- 7.2.3 Has demonstrated exemplary teaching ability.
- 7.2.4 Has ability to communicate effectively both orally and in writing.
- 7.2.5 Has ability to work cooperatively and effectively with others.
- 7.2.6 Consulting Teachers shall not participate in administrative intern programs.
- 7.3 District teachers may complete an application for a Consulting Teaching position on a form prepared by the Panel. The Panel shall determine what documentation shall

accompany the application. Based on a review of the application and associated documentation, the Panel shall select candidates for an interview. The interview process shall include a classroom observation by two or more Panel members.

- 7.4 Selected Consulting Teachers may serve on a full or part time basis. Full-time Consulting Teachers shall be compensated at their appropriate level on the certificated salary schedule. Part time Consulting Teachers shall be compensated up to full salary. If the Consulting Teacher is also a full-time classroom teacher, an annual stipend will be determined by the PAR Panel. The stipend will be based on the annual funding level of the PAR program and will range from \$1,000 - \$2,000 per teacher assigned to the Consulting Teacher.
- 7.5 Consulting Teachers shall have staggered terms. Half shall have three-year terms and the remainder shall have four-year terms. After this start-up period, each Consulting Teacher shall have a four-year term.
- 7.6 Upon completion of his/her service as a full-time released Consulting Teacher, a teacher shall be returned to a regular classroom assignment at the same site or be granted involuntary transfer status without impacting a more senior permanent teacher.
- 7.7 The number of Participating Teachers that a full-time Consulting Teacher will be assigned may vary depending upon funding, experience, and other factors as determined by the PAR Panel. Each Participating Teacher should receive at least an average of two to three hours of direct assistance per week. Each permanent Referred Teacher shall be treated as the equivalent of two beginning Participating Teachers. A Volunteer Teacher shall be treated as the equivalent of one beginning Participating Teacher.
- 7.8 Whenever possible, there shall be an appropriate ratio between first and second year teachers and Referred Teachers.
- 7.9 Consulting Teachers may also provide general staff development and related assistance as directed by the PAR Panel.

## **8. Duties of Consulting Teachers when Working with Referred Teachers**

- 8.1 As soon as possible after referral to the Program, the Referred Teacher will be assigned a Consulting Teacher. The Consulting Teacher will arrange a meeting, to be attended by the Consulting Teacher, the principal of the Referred Teacher, and the Referred Teacher, and, if requested by the Referred Teacher, a CVEA representative. The Referred Teacher's performance will be discussed and an Individual Learning Plan, which lists the goals and objectives for improvement will be developed. The Panel will review and approve said plan, and provide such modifications to the plan as necessary.
- 8.2 There shall be multiple classroom visitations by the Consulting Teacher in order to provide data on the documented use of instructional methods employed by participating teachers as recorded on the Panel adopted observation form.

- 8.3 Thereafter the Consulting Teacher shall prepare reports for the Panel in intervals of not less than three months and shall appear before the Panel to discuss these reports. The written reports shall be on forms approved by the Panel.

9. **Protocols for Final Report for Referred Teachers**

- 9.1 For teachers who have been referred to the Program involuntarily, the Consulting Teacher shall prepare a Final Report which details the year-long participation of the Referred Teacher. The Final Report shall only reflect areas outlined in the Individual Learning Plan.
- 9.2 The Final Report shall be placed in the personnel file of the Referred Teacher and may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et. seq.
- 9.3 The Referred Teacher shall have the right of reply to the Final Report and said reply shall be appended to the report. The Final Report may be used by the District in any personnel decisions or proceedings regarding the Referred Teacher.
- 9.4 Based on the Consulting Teacher's Final Report and Principal input, the Panel shall make one of the following recommendations; (1) Successful completion of the program based on the Individual learning Plan, (2) Further assistance will not be beneficial, or (3) Continuation in the program for six (6) more months. Referred Teachers who have successfully completed the program or are recommended for six more months, will be evaluated by their principal the next school year.
- 9.5 It is anticipated that a Referred Teacher will stay in the PAR Program no more than twelve (12) months. However, such teachers may, under special circumstances, remain in the Program for a total of eighteen (18) months, upon recommendation of the majority of the Panel.
- 9.6 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the written information provided by the Consulting Teacher, the principal, and the Referred Teacher.
- 9.7 The report of the vote of the Panel shall include the number of Panel members voting on each side of any question before the Panel and not how individual Panel members voted.
- 9.8 The decision of the Panel shall be reported to the Referred Teacher and the principal, in conference with the Assistant Superintendent of Personnel who shall forward the final report to the Governing Board.
10. Expenditures for the PAR Program shall not exceed revenues received from BTSA funds and funds made available through the passage of AB1X without mutual agreement of the parties.
11. The District agrees to indemnify and hold harmless any association members on the PAR Council and Consulting Teachers from liability arising out of their participation in the PAR Program as provided in Government Code Section 820.2.

12. The day-to-day operations of the PAR Program will be administered by a coordinator appointed by the District.
13. Nothing contained in this article shall be construed to prohibit or limit in any way the District's right or ability to release probationary, temporary, substitute, or other non-permanent employees pursuant to any provisions of the Education Code or to institute disciplinary action against any employee including, but not limited to, any termination proceedings instituted pursuant to any provisions of the Education Code.

**CERTIFICATED APPRAISAL SYSTEM**

**STATEMENT OF PURPOSE**

The major purpose of this appraisal system is to enable the certificated staff person and the supervisor to improve the effectiveness of classroom instruction.

The goals are:

1. To identify standards of performance and expectations
2. To promote clear and open communication between the appraiser and staff person
3. To provide a vehicle for identifying job responsibilities
4. To encourage responsibility for high quality performance
5. To develop greater support for District goals and objectives and a system of accountability for staff

The State of California has set standards for professional teaching practices. The standards are organized around six interrelated categories which are:

- Engaging and support all students in learning
- Creating and maintaining effective environments for student learning
- Understanding and organizing subject matter for student learning
- Planning instruction and designing learning experiences for all students
- Assessing student learning
- Developing as a professional educator

A narrative description for each standard follows:

**Engaging and Supporting All Students in Learning**

Teachers build on students' prior knowledge, life experience, and interests to achieve learning goals for all students. Teachers use a variety of instructional strategies and resources that respond to students' diverse needs. Teachers facilitate challenging learning experiences for all students in environments that promote autonomy, interaction, and choice. Teachers actively engage all students in problem solving and critical thinking within and across subject matter areas. Concepts and skills are taught in ways that encourage students to apply them in real-life contexts that make subject matter meaningful. Teachers assist all students to become self-directed learners who are able to demonstrate, articulate, and evaluate what they learn.

### Creating and Maintaining Effective Environments for Student Learning

Teachers create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students. Teachers maintain safe learning environments in which all students are treated fairly and respectfully as they assume responsibility for themselves and one another. Teachers encourage all students to participate in making decisions and in working independently and collaboratively. Expectations for student behavior are established early, clearly understood, and consistently maintained. Teachers make effective use of instructional time as they implement class procedures and routines.

### Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit strong working knowledge of subject matter and student development. Teachers organize curriculum to facilitate students' understanding of the central themes, concepts, and skills in the subject area. Teachers interrelate ideas and information within and across curricular areas to extend students' understanding. Teachers use their knowledge of student development. Subject matter, instructional resources, and teaching strategies to make subject matter accessible to all students.

### Planning Instruction and Designing Learning Experiences for All Students

Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interest. Teachers establish challenging learning goals for all students based on student experience, language, development, and home and school expectations. Teachers sequence curriculum and design long-term and short-range plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies. Teachers use instructional activities that promote learning goals and connect with student experiences and interest. Teachers modify and adjust instructional plans according to student engagement and achievement.

### Assessing Student Learning

Teachers establish and clearly communicate learning goals for all students. Teachers collect information about student performance from a variety of sources. Teachers involve all students in assessing their own learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students. Teachers exchange information about students learning with students, families, and support personnel in ways that improve understanding and encourage further academic progress.

### Developing as a Professional Educator

Teachers reflect on their teaching practice and actively engage in planning their professional development. Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. Teachers learn about and work with local communities to improve their professional practice.

Teachers communicate effectively with families and involve them in student learning and the school community. Teachers contribute to school activities, promote school goals and improve professional practice by working collegially with all school staff. Teachers balance professional responsibilities and maintain motivation and commitment to all students. The District's Certificated Appraisal Instrument which follows in this Addendum is based on these California Standards for the Teaching Profession.

The District's Certificated Appraisal Instrument which follows in this Addendum is based on these California Standards for the Teaching Profession.

Cajon Valley Union School District  
**CERTIFICATED APPRAISAL INSTRUMENT**

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ TEMPORARY [ ] PROBATIONARY [ ] PERMANENT [ ]

RECOMMENDED FOR PERMANENT STATUS YES [ ] NO [ ]

**INSTRUCTIONS:**

Please write in the rating (MS = Meets Standard: professionally competent, doing a good job; NI = Needs Improvement) that best approximates the performance of the certificated employee for each factor below. If any areas are marked (NI), comment and include how the area is to be improved. Comments in other areas are also welcome.

OVERALL APPRAISAL: MEETS STANDARDS [ ] NEEDS IMPROVEMENT/UNSATISFACTORY [ ] (Ed. Code #44664)

| <b>STANDARD I: Engaging and Supporting All Students in Learning</b>  | <b>Rating</b> | <b>COMMENDATIONS/RECOMMENDATIONS</b> |
|--|---------------|--------------------------------------|
| Connecting students' prior knowledge, life experience, and interests with learning goals.                          |               |                                      |
| Using a variety of instructional strategies and resources to respond to students' diverse needs.                   |               |                                      |
| Facilitating learning experiences that promote autonomy, interaction, and choice                                   |               |                                      |
| Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful. |               |                                      |
| Promoting self-directed, reflective learning for all students.   |               |                                      |

| <b>STANDARD II: Creating and Maintaining Effective Environments for Student Learning</b>  | <b>Rating</b> | <b>COMMENDATIONS/RECOMMENDATIONS</b> |
|---|---------------|--------------------------------------|
| Creating a physical environment that engages all students. (Includes safe and orderly environment.)   |               |                                      |
| Establishing a climate that promotes fairness and respect.  |               |                                      |
| Promoting social development and group responsibility.  |               |                                      |
| Planning and implementing classroom procedures and routines that support student learning. (Includes effective classroom management/discipline that is child centered.) |               |                                      |
| Using instructional time effectively.   |               |                                      |
| <b>STANDARD III: Understanding and Organizing Subject Matter for Student Learning</b>   | <b>Rating</b> | <b>COMMENDATIONS/RECOMMENDATIONS</b> |
| Demonstrating knowledge of subject matter content and student development.  |               |                                      |
| Organizing curriculum to support student understanding of subject matter.   |               |                                      |
| Interrelating ideas and information within and across subject matter areas.   |               |                                      |
| Developing student understanding through instructional strategies that are appropriate to the subject matter.   |               |                                      |
| Using materials, resources, and technologies to make subject matter accessible to students.   |               |                                      |

| <b>STANDARD IV: Planning Instruction and Designing Learning Experiences for All Students</b>  | <b>Rating</b> | <b>COMMENDATIONS/RECOMMENDATIONS</b> |
|---|---------------|--------------------------------------|
| Drawing on and valuing students' backgrounds, interests, and developmental learning needs.  |               |                                      |
| Establishing and articulating goals for student learning.   |               |                                      |
| Developing and sequencing instructional activities and materials for student learning. (Includes instruction based on district approved content standards.) |               |                                      |
| Designing short term and long term plans to foster student learning.  |               |                                      |
| Modifying instructional plans to adjust for student needs.  |               |                                      |
| <b>STANDARD V: Assessing Student Learning</b>   | <b>Rating</b> | <b>COMMENDATIONS/RECOMMENDATIONS</b> |
| Establishing and communicating learning goals for students.   |               |                                      |
| Collecting and using multiple sources of information to assess student learning.  |               |                                      |
| Involving and guiding students in assessing their own learning.   |               |                                      |
| Communicating with students/families/others about student progress. (Includes promoting positive home/school relations.)                                    |               |                                      |

| <b>STANDARD VI: Developing as a Professional Educator</b>  | <b>Rating</b> | <b>COMMENDATIONS/RECOMMENDATIONS</b> |
|--|---------------|--------------------------------------|
| Establishing professional goals and pursuing opportunities to grow professionally.   |               |                                      |
| The teacher maintains professional relationships with staff members.   |               |                                      |
| The teacher assumes adjunct duties as equitably assigned to the staff.   |               |                                      |
| The teacher adheres to the rules and regulations of the school and district, including the Teacher Code of Ethics.   |               |                                      |
| Additional Comments/Evaluatee:   |               | Additional Comments/Evaluator:       |
| <p>This document will be placed in your personnel file. If you wish to have written comments attached, please submit them to the Evaluator within five days from the date of this notice and they will be attached to the document when filed.</p> |               |                                      |
| _____<br>Evaluatee Signature   | _____<br>Date | _____<br>Evaluator Signature         |
|  |               | _____<br>Date                        |

**Cajon Valley Union School District**  
**Teacher Alternative Evaluation Procedure**

According to labor agreement language to be eligible for this evaluation procedure, a teacher shall be a ten-year teacher with satisfactory evaluations. In addition, the teacher and the principal shall agree on the evaluation criteria, and the criteria shall be related to student learning.

**Alternative Evaluation Proposal**

Teacher \_\_\_\_\_ School \_\_\_\_\_

Preliminary Teacher/Principal Discussion Meeting \_\_\_\_\_

Final Plan Approval Meeting Date \_\_\_\_\_

Objective \_\_\_\_\_

Core Curriculum Area (or) Course Content Area \_\_\_\_\_

Grade Level(s) or Subject Level(s) or Schoolwide \_\_\_\_\_

Pre-Post Assessment Tool/Results \_\_\_\_\_

Instructional Strategies \_\_\_\_\_

Instructional Materials \_\_\_\_\_

Mid-Year Conference Date \_\_\_\_\_

- Overview
- Student Progress
- Written or Verbal as Mutually Agreed

Year-End Conference Date \_\_\_\_\_

- Results of Student Academic Progress
- Future Application
- Written Summary

Principal Written Evaluation Summary Due in the Personnel Department by May 1. To include:

- Evaluator Critique of Teacher Project
- Principal Monitoring Dates

Submitted By \_\_\_\_\_ Approved By \_\_\_\_\_  
Teacher Signature / Date Principal Signature / Date

**Cajon Valley Union School District**  
**Certificated Alternative Evaluation Procedure**

Certificated staff in the following assignments: Psychologists, Counselor, Supplemental Counselor, Coach and Facilitator will be evaluated by their immediate supervisor utilizing the Certificated Alternative Evaluation Procedure. The certificated staff member and the supervisor shall agree on the evaluation criteria and the criteria shall be related to the job description.

**Alternative Evaluation Proposal**

Certificated Staff Member \_\_\_\_\_ Site \_\_\_\_\_

Preliminary Discussion Meeting Date \_\_\_\_\_

Final Plan Approval Meeting Date \_\_\_\_\_

Objective(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pre-Post Assessment Tool/Results \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Implementation Strategies \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Materials Needed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Mid-Year Conference Date \_\_\_\_\_

- Overview
- Progress toward objective(s)
- Written or Verbal as Mutually Agreed

Year-End Conference Date \_\_\_\_\_

- Results
- Future Application
- Written Summary

Supervisor Written Evaluation Summary Due in the Personnel Department by May 1. To include:

- Evaluator Critique of Project
- Supervisor Monitoring Dates

Submitted By \_\_\_\_\_ Approved By \_\_\_\_\_

Certificated Staff Member Signature / Date

Supervisor Signature / Date

**SPECIAL EDUCATION CERTIFICATED APPRAISAL DESCRIPTORS**  
**(\* Denotes same as the regular education descriptors)**

PROGRESS OF STUDENTS TOWARD GRADE LEVEL DISTRICT STANDARDS

**Standard 1 - Engaging and Supporting All Students in Learning**

- \* 1. The teacher utilizes techniques to motivate students at all instructional levels.  
7
- MS- The teacher uses a variety of techniques which motivate students and actively engages them in learning.
  - NI- The teacher does not motivate students or actively engage them in learning.
2. The teacher provides an adequate explanation of learning.
- MS- The teacher provides adequate explanation and modeling and uses appropriate level of prompts and cues for teaching skills and behaviors before the students are expected to put the learning into practice.
  - NI- The teacher does not provide adequate explanation, models, and prompts.
- \* 3. The teacher incorporates a variety of instructional techniques in the lesson.
- MS- The teacher incorporates a variety of instructional techniques in the lesson to meet the learning needs of all students, i.e., visuals, manipulatives, kinesthetic movements.
  - NI- The teacher does not incorporate a variety of instructional techniques.

**Standard 2 - Creating and Maintaining Effective Environments for Student Learning**

- \* 1. The teacher gives encouragement of time on task on appropriate activities.
- MS- The teacher uses appropriate classroom management procedures and instructional strategies to maximize learning time.
  - NI- The teacher does not use consistent classroom management procedures or appropriate instructional strategies to allow for maximum learning time.
- \* 2. The teacher establishes a safe physical environment.
- MS- The teacher provides a safe and orderly physical environment which supports the instructional program.
  - NI- The teacher provides a less than safe and orderly physical environment.
- \* 3. The teacher implements a discipline plan for students.
- MS- The teacher implements a discipline plan and promotes fair and consistent practices to maintain classroom control and when necessary, sets up individual plans for students with special needs.
  - NI- The teacher either fails to have a plan or is unable to manage the class consistently. The classroom lacks control.
- \* 4. The teacher avoids criticism and utilizes reinforcement techniques with students.
- MS- The teacher demonstrates acceptance of all students by creating a positive learning environment.
  - NI- The teacher does not create a positive learning environment.

### **Standard 3 - Understanding and Organizing Subject Matter for Student Learning**

1. The teacher follows the adopted course of study to plan instruction.
  - MS- Students' IEP objectives are used to plan and implement their instructional activities. There is a correlation between student's IEPs and their instructional activities.
  - NI- here is little correlation between students' assessed needs, IEP objectives, and what they do each day.
2. The teacher provides access to the core curriculum for all students.
  - MS- All students have access to the core curriculum.
  - NI- No adaptations have been made to assist students in accessing the core curriculum.
3. The teacher selects materials that are appropriate for the lesson taught.
  - MS- The teacher selects a variety of materials which correspond to the students' instructional level, and where appropriate, to the curriculum of their non-handicapped peers.
  - NI- The teacher selects materials that are inappropriate and prevent student understanding.
- \* 4. The teacher establishes a purpose of instruction.
  - MS- The teacher establishes the objective and purpose of the instruction.
  - NI- The teacher does not state the objective and purpose of the instruction.

### **Standard 4 - Planning Instruction and Designing Learning Experiences for All Students**

1. The teacher provides lessons, modifying them to address the needs of students.
  - MS- The teacher provides a variety of learning opportunities for students to meet their IEP objectives and encourages use of skills in a variety of environments.
  - NI- The teacher provides lessons which are not modified to meet the needs of all students.
2. The teacher provides adequate opportunities to practice learning.
  - MS- The teacher provides students with sufficient practice and/or trials and uses appropriate correctional procedures and reteaching. Teacher checks for student understanding and continues correction procedures and reteaching before expecting student to perform skill or behavior at a more independent level.
  - NI- The teacher provides limited opportunities for practice before expecting student to perform skill or behavior at a more independent level.
3. The teacher provides additional practice to reinforce learning.
  - MS- The teacher provides for skill practice and reinforcement of IEP objectives in various settings/environments to reinforce learning.
  - NI- The teacher does not provide additional skill practice or a coordinated program to reinforce learning.
- \* 4. The teacher incorporates a variety of instructional techniques in the lesson.
  - MS- The teacher incorporates a variety of instructional techniques in the lesson to meet the learning needs of all students, i.e., visuals, manipulatives, kinesthetic movements.
  - NI- The teacher does not incorporate a variety of instructional techniques.

### **Standard 5 - Assessing Student Learning**

1. The teacher evaluates and maintains records on each student's performance in all subject areas.
  - MS- Appropriate and ongoing student performance records are kept on each student and this information is used to modify and adjust student's program as necessary.
  - NI- Inappropriate or incomplete student performance records are maintained, and therefore, are not helpful in making educational decisions.
- \* 2. The teacher provides feedback to students on their performance.
  - MS- The teacher provides both positive and corrective, timely feedback to students on their academic and behavior performance and provides guidance for the student to improve the performance.
  - NI- The teacher provides limited feedback to students on their performance.
- \* 3. The teacher works with parents to promote positive home/school relations.
  - MS- The teacher promotes positive home/school relations.
  - NI- The teacher fails to promote positive home/school relations.

### **Standard 6 - Developing as a Professional Educator**

- \* 1. The teacher assumes adjunct duties as equitably assigned to the staff.
  - MS- The teacher assumes adjunct duties as equitable assigned to the staff.
  - NI- The teacher does not assume adjunct duties equal to other staff members.
2. Teacher participates in professional growth.
  - MS- The teacher participates in applicable professional growth activities including special education job-alike meetings and other required inservice.
  - NI- The teacher does not participate or only participates in limited professional growth activities.
- \* 3. The teacher maintains positive professional relationships with staff members.
  - MS- Positive professional relationships with staff members are maintained.
  - NI- The teacher is not positive or professional with other staff members.
- \* 4. The teacher adheres to the rules and regulations of the school and District, including the *Teacher Code of Ethics*.
  - MS- The teacher adheres to the rules and regulations of the school and District, including the Teacher Code of Ethics.
  - NI- The teacher does not adhere to the rules and regulations of the school District, including the Teacher Code of Ethics.
- \* 5. Non-management certificated personnel other than classroom teachers perform the duties described in their job description.
  - MS- Personnel performs job description duties.
  - NI- Personnel does not perform as described in their job description.

**CERTIFICATED APPRAISAL SYSTEM FOR NURSES**

The major purpose of this appraisal system is to enable the nurse and the supervisor to improve the effectiveness of nursing services. This system focuses specifically on job responsibilities of school nurses. It is to be used in lieu of the standard Certificated Appraisal System. The areas of evaluation which follow are numbered for reference purposes only and do not imply priority or importance:

**A. ASSESSMENT ITEMS**

1. Supervision and Maintenance of Health Office
  - Record keeping, e.g., student health record and log
  - Physical environment
  - Supervision of Health Aides
  - Inservice for Health Aides and others
  - Specialized health care procedures
  - Medications
2. Student Assessment
  - Individual student health assessments
  - Participation in Student Study Teams, Student Assessment Teams, Crisis Intervention Teams
  - Documentation, record keeping
3. Provide or Assist with Instruction
  - SAFE, Cajon Project, SMILES, Family Life
  - General health (lice prevention, nutrition, cleanliness, personal hygiene) STOP
4. Implementation of the School Plan
5. Utilization of Community Resources
6. Adjunct Duties
7. Special Assignments/Programs
  - Chapter 1, STOP, Outreach consultant, Emergency nurse, Special Education, SAFE
8. Professionalism/Communication
  - Contacts with parents, teachers, students and community (communication skills, crisis skills and health counseling skills)
  - Home calls/visits
  - Work cooperatively with public, administration, students and fellow employees
  - Flexibility to meet changing needs of the District
  - Attends appropriate job-related meetings
9. State Mandates
  - Screenings (vision, hearing, color perception, scoliosis)
  - Immunizations
  - CHDP
  - Child Abuse
  - Record keeping, documentation and reporting

## 10. Health Counseling

- Of students with health concerns
- Of school staff regarding the maintenance/support of the student with a health concern in the classroom
- Of school staff and parents regarding school related health issues
- Regarding administration of medication, including possible side effects of the of the medication
- General health counseling to students regarding health promotion and maintenance skills, attendance, medication and its appropriate use, and the use of the school health office

## 11. Professional Growth

- Maintains current RN License
- Attends conferences/classes in nursing-related fields and disseminates information
- Completes inservice approved by supervisor or job-related/required

## 12. Communicable Disease Control

- Screenings, Referrals, Instruction

## **B. ASSESSMENT PROCEDURE**

1. The nurse writes at least one objective which students or nurse are expected to achieve. Additional nurse objectives may also be generated with the mutual agreement of certificated staff and supervisor. Written objective(s) are to be submitted to the supervisor by October 31 of each school year.
- 2a. Nurses who are at a single school site for 80 percent of their assignment will be evaluated by their immediate supervisor, the school principal, with ongoing communication regarding the program from the district-level health services director.
- 2b. Nurses who are assigned to multiple school sites will be evaluated by the district-level health services director, with ongoing communication regarding program from the principals at sites where the nurse has been assigned.
- 2c. Nurses who are assigned to a special project will be evaluated by the district-level administrator of that project.

**9/22/89**

**PRESCHOOL CERTIFICATED APPRAISAL INDICATORS**

**Standard 1 - Engaging and Supporting All Students in Learning**

1. Connecting students' prior knowledge, life experience, and interests with learning goals.
  - The teacher utilizes appropriate questioning techniques to elicit student background knowledge.
2. Using a variety of instructional strategies and resources to respond to students' diverse needs
  - The teacher implements independent, small group, and large group instructional experiences.
  - The teacher utilizes and positions adults effectively during instruction.
3. Facilitating learning experiences that promote autonomy, interaction, and choice.
  - Lessons are planned that include a balance of teacher and student-directed learning experiences.
4. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
  - The teacher plans center-based activities which rotate regularly.
  - The teacher organizes activities to allow for individual, partner, and group interaction.

**Standard II - Creating and Maintaining Effective Environments for Student Learning**

1. Creating a physical environment that engages all students. (Includes safe and orderly environment.)
  - The teacher positions their self to ensure that all students can see visual demonstrations during instruction.
  - Activity centers are stationed so that students can be clearly observed by the teacher.
  - A high degree of student/teacher interaction is observed.
  - The teacher's room environment reflects the subject matter being taught and student work is displayed.
2. Establishing a climate that promotes fairness and respect.
  - The classroom atmosphere is relaxed and non-threatening.
  - The teacher utilizes positive statements to support student learning
  - Reinforcement of student learning is specific, frequent, and meaningful.
3. Promoting social development and group responsibility.
  - The teacher ensures that students understand large and small group procedures.
  - The teacher plans activities that promote social interaction between students.
4. Planning and implementing classroom procedures and routines that support student learning. (Includes effective classroom management/discipline that is child centered.)
  - Rules are posted in a positive manner, visible and referred to as appropriate.
  - Discipline is implemented in a firm, fair, and consistent manner.
5. Using instructional time effectively
  - The teacher works to redirect students and minimize disruptions during direct instruction.
  - The teacher uses proximity, verbal and physical prompts to gain student attention and/or maintain behavior or redirect students.

**Standard III - Understanding and Organizing Subject Matter for Student Learning**

1. Demonstrating knowledge of subject matter content and student development.
  - The teacher plans lessons related to appropriate standards.
  - The teacher models and demonstrates the learning.
  - The teacher uses questions to promote student understanding.
2. Organizing curriculum to support student understanding of subject matter.
  - The teacher repeats and re-teaches difficult points or directions.
  - The teacher provides cues to prompt, correct or expand answers.

- The teacher provides additional learning time and support to special needs students.
  - The teacher provides students with opportunities to practice the learning.
3. Interrelating ideas and information within and across subject matter areas.
  4. Developing student understanding through instructional strategies that are appropriate to the subject matter.
    - The teacher uses resources/realia that effectively support student learning.
    - The teacher varies requests for types of student responses.
    - The teacher provides relevant practice to support the lesson objective.
  5. Using instructional time effectively.

**Standard IV - Planning Instruction and Designing Learning Experiences for All Students**

1. Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
2. Establishing and articulating goals for student learning. (Has high expectations)
3. Developing and sequencing instructional activities and materials for student learning. (Includes instruction based appropriate standards)
  - The teacher uses a step-by-step presentation approach.
  - The teacher checks for understanding ensuring students understand expectations of assignment completion.
  - The teacher plans and implements effective, efficient transitions between lessons/activities.
4. Designing short-term and long-term plans to foster student learning.
  - The teacher divides units of instruction into sequenced learning tasks.
5. Modifying instructional plans to adjust for student needs.
  - The teacher monitors and adjusts instruction/adult support as necessary.

**Standard V - Assessing Student Learning**

1. Establishing and communicating learning goals for students.
  - The teacher clearly communicates student expectations.
  - The teacher assesses student work for completeness and accuracy.
2. Collecting and using multiple sources of information to assess student learning. (Includes using results of assessments to guide instruction.)
  - The teacher gives specific corrective feedback in a clear and consistent manner.
3. Involving and guiding students in assessing their own learning.
  - The teacher provides students with opportunities to revise their work.
  - The teacher provides students with opportunities to self assess/edit/revise their work.
4. Communicating with students/families/others about student progress. (Includes promoting positive home/school relations.)

**Standard VI - Developing as a Professional Educator-same as current Certificated Appraisal Instrument**

1. Establishing professional goals and pursuing opportunities to grow professionally.
2. The teacher maintains professional relationships with staff members.
3. The teacher assumes adjunct duties as equitably assigned to the staff.
4. The teacher adheres to the rules and regulations of the school and district, including the Teacher Code of Ethics.

**ADDENDUM 6**

**CVEA Monthly Co-Premiums and Annual District Contribution**  
 (Co-Premiums Paid August - June      Total 11 Payments Per Year)

| 1                           | 2   | 3  | 4                                  |
|-----------------------------|---|--|------------------------------------|
| 2016 Health Plan            | Full Time<br>(Over 50% Contract)<br>11thly Co-premium | Part Time<br>(50% contract)<br>11thly Co-premium | Annual<br>District<br>Contribution |
| <b>Kaiser 10/20 Plan</b>    |   |  |                                    |
| Individual                  | \$140.91  | \$140.91   | \$4,650.00                         |
| 2-party                     | \$277.95  |  | \$9,172.50                         |
| Family                      | \$391.82  |  | \$12,930.00                        |
| <b>UHC HMO Network 1</b>    |   |  |                                    |
| Individual                  | \$279.09  | \$279.09   | \$4,650.00                         |
| 2-party                     | \$541.59  |  | \$9,172.50                         |
| Family                      | \$755.45  |  | \$12,930.00                        |
| <b>UHC HMO Network 2</b>    |   |  |                                    |
| Individual                  | \$517.27  | \$517.27   | \$4,650.00                         |
| 2-party                     | \$1,014.32  |  | \$9,172.50                         |
| Family                      | \$1,420.91  |  | \$12,930.00                        |
| <b>UHC HMO Network 3</b>    |   |  |                                    |
| Individual                  | \$690.91  | \$690.91   | \$4,650.00                         |
| 2-party                     | \$1,356.14  |  | \$9,172.50                         |
| Family                      | \$1,903.64  |  | \$12,930.00                        |
| <b>UHC PPO</b>              |   |  |                                    |
| Individual                  | \$762.73  | \$762.73   | \$4,650.00                         |
| 2-party                     | \$1,488.86  |  | \$9,172.50                         |
| Family                      | \$2,074.55  |  | \$12,930.00                        |
| <b>UHC Alliance HMO</b>     |   |  |                                    |
| Individual                  | \$459.09  | \$459.09   | \$4,650.00                         |
| 2-party                     | \$861.59  |  | \$9,172.50                         |
| Family                      | \$1,186.36  |  | \$12,930.00                        |
| <b>SIMNSA (Mexico Plan)</b> |   |  |                                    |
| Individual                  | \$57.50   | \$57.50  | \$1,897.50                         |
| 2-party                     | \$100.91  |  | \$3,330.00                         |
| Family                      | \$149.09  |  | \$4,920.00                         |

**ASSIGNMENT OF TEACHERS TO YEAR-ROUND SCHOOL TRACKS**

A. Initial Assignment

1. For implementation of year-round school programs, the following procedure shall be utilized for teacher track assignment:

Primary consideration in the assignment of a teacher to a year-round track shall be the program needs of the implementing school.

The criteria for establishing the staffing needs for the school(s) program may also include, but not be limited to:

- Credentialing requirements
- Teacher seniority
- Expertise in teaching specific subject areas, programs, and or grade levels

NOTE: For purposes of the following sections, the term "Teaching Team" refers to a group of teachers who are assigned to the same subject area, grade level, and/or share a room. A team can be identified by horizontal placement on the assignment grid.

The assignment of classroom teachers to tracks in the year-round school program will be done through a cooperative effort between the staff and principal. The principal is responsible for designating: grade level (and/or combinations thereof), subject area and program specific assignments. Upon completion of these grade level and program designations, the principal will develop a track grid showing projected grade and program openings on each track. The principal, with input from staff members, shall determine specific teacher track assignments. Upon reviewing the assignment roster should any staff member prefer a track placement assigned to another member of the same teaching team, the disputed position will be filled based upon the seniority of the teachers involved. The process may continue among all teachers in a given "Teaching Team." Seniority may not be used to affect changes across different "Teaching Teams" or programs.

Any teacher who, after reviewing the principals' "Specific Teacher Track Assignment Schedule," is dissatisfied and wishes to exercise seniority rights must so notify the principal in writing within five working days from the date the schedule is posted. Final staff assignment through the seniority process, if used, shall occur within ten working days from the date the schedule is posted.

2. Should a vacancy occur after final assignments have been made through the aforementioned process and before May 15, staff members in the same "Teaching Team" shall be notified.

At that time the most senior teacher on the team may either select that vacancy or remain in his/her current assignment. This procedure will continue until the teaching team members are set in their new positions.

The remaining vacancy will then be open for all teachers at that school site. The vacancy will be specified as per teaching team and track. The school principal may then select from any of the teachers who have indicated they would like that specific assignment.

If the school principal does not make the assignment from the school site teachers who expressed interest, then the specific assignment will be filled according to Article VII, Transfer and Reassignment, and Section B of this Article.

#### B. Voluntary Transfer Assignment

When teachers transfer voluntarily to a year-round school, they will be assigned to the teaching team and track specified in the vacancy transfer notice. They may not exercise seniority rights within the same teaching team until another opening within the same teaching team occurs.

Track assignment procedures for the teaching team as outlined in this article will be followed.

Prior to track assignments, teachers wishing to share a contract must indicate so to the principal. Individual seniority relative to track selection (see Section A) shall not apply to shared contract teachers.

1. Track assignment seniority rights for the shared contract assignment shall be determined as follows:
  - a. For shared contracts on which the full-time equivalency of either teacher does not exceed .74, track assignment seniority rights for the shared assignment shall be based on that of the least senior teacher.
  - b. For shared contracts in which the full-time equivalency of one teacher is .75 or more, track assignment seniority rights for the shared assignment shall be based on that of the teacher assuming .75 or more full-time equivalent (FTE).
  - c. For shared contracts in which one teacher is unknown at the time of assignment and the known teacher is requesting .74 FTE or less, the known teacher shall have no track selection seniority rights. When the known teacher is requesting .75 FTE or more, track selection seniority rights shall be that of the teacher.
2. Request for a shared contract from a full-time teacher approved by the principal after initial track assignment may result in a need to reassign tracks within their teaching team. This reassignment shall be made in accordance with Section 1.B and 3.A of this Article effective at the beginning of the subsequent school year.

#### D. Teacher Preparation Day

1. Teacher preparation days prior to each track are intended primarily for classroom setup and preparation. Staff meetings scheduled on these days should relate directly to the coordination and start up of the incoming track.

**SABBATICAL LEAVE**

- A. Sabbatical leave is a privilege and an honor. The Governing Board may grant leaves to unit members who have completed at least seven (7) consecutive years of service. Leaves shall require written objectives, the attainment of which will clearly enrich and benefit the pupils of the District. Leave may be granted for study, research and/or travel and observation in connections with an approved project. If leaves are granted, funds will be made available. The Governing Board agrees to continue selection of personnel for sabbatical leave in accordance with its Regulation 4152.
- B. During negotiations, the Governing Board and the Bargaining Unit shall agree upon the amount of funds from the general budget that will be committed for the following year. It will then be the responsibility of the Sabbatical Leave Committee to apportion out the available funds to unit members in pursuit of a sabbatical leave. Not more than one sabbatical leave year shall be granted to any one unit member in each eight year period (inclusive of the sabbatical year). Leave shall be granted for one-fourth, one-half, or one full-year period of time as recommended by the Sabbatical Leave Committee as needed to fulfill the requirements of the leave request but may not exceed one year in length.
- C. Leaves of absence of any kind granted by the Governing Board, other than sabbatical leave, shall not constitute a break in the continuity of service required for the sabbatical but shall not be counted in the required seven years of service.
- D. Compensation is to be 75% of the unit member's regular salary based on the salary schedule of the leave year. All benefits, excluding sick leave, shall continue without interruption during the leave period. Sabbatical leave shall not interrupt the unit member's normal progress on the salary schedule.
- E. An approved applicant shall, at his or her own expense, furnish a surety bond of a corporate surety authorized to do business in California and shall be approved by the Governing Board.
- F. The amount of the bond shall be equal to the total compensation to be paid to the applicant during the period the leave is in effect. The bond must indemnify the District against failure of the applicant to fulfill his or her obligation to serve the District at least twice the period of the sabbatical leave beyond the completion of the sabbatical term. The bond shall be exonerated in the event the unit member's failure to return and render service is caused by death or physical or mental disability of the unit member. The Governing Board may require proof of the disability. Death, disability or serious continuous illness shall nullify the necessity of the unit member to fulfill the aforesaid obligation and no penalty shall be expected of the unit member, the heirs, or the surety.
- G. Should the unit member be unable to continue the sabbatical leave because of accident, serious illness or unforeseen circumstances, for reasons acceptable to the Governing Board, he or she shall be permitted to return to the District to be reinstated in a similar position to the one held at the time the leave was granted, if available. Request for termination of the leave shall be submitted to the Superintendent or his designee for consideration and approval.
- H. The contribution to the State Teachers' Retirement System shall be made by the unit member and by the District as though the unit member were on active duty excepting that these payments will be made only on the actual compensation paid by the unit member.
- I. At the expiration of the leave, the returning unit member shall be reassigned to the same position held prior to going on leave unless, by mutual agreement, another position is offered and accepted. The Governing Board shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of the unit member while on leave.

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CAJON VALLEY UNION SCHOOL DISTRICT (“DISTRICT”)  
AND  
THE CAJON VALLEY EDUCATION ASSOCIATION (“ASSOCIATION”)  
IN DEVELOPMENT OF THE JOINT CURRICULUM CONSULTATION  
COMMITTEE (JCCC) (“CONSULTATION COMMITTEE”)

**RECITALS**

1. Whereas, Government Code Section 3543.2 (EERA) provides the exclusive representative of certificated employees the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks including the use of instructional technology, and
2. Whereas, Education Code Section 52060 (g) requires the District to consult with teachers and local bargaining units of the District in developing a Local Control and Accountability Plan (LCAP), and
3. Whereas, the parties desire to form a consultation committee made up of teachers and administrators with the purpose of providing the Association the opportunity to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks including the use of instructional technology, and consultation on these issues related to the LCAP pursuant to and in fulfillment of the EERA and Education Code Section 52060(g);

**AGREEMENT**

Therefore, the parties agree to the following:

1. The consultation committee will be composed of twelve members made up of up to six (6) Association members selected by the Association and up to six (6) administrators selected by the District.
2. The committee will be co-chaired by one Association committee member and one District committee member who will be jointly responsible for generating committee agenda items.
3. Unless otherwise agreed upon by the co-chairs, the committee will meet at least once each trimester throughout the school year with dates and times determined by the co-chairs. The committee will also meet as needed as determined by the co-chairs throughout the school year. Each association committee member will be compensated per Article XXI: Compensation – Salary and Medical Benefits for any committee meetings held outside the committee member’s work day.



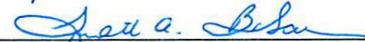
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CAJON VALLEY UNION SCHOOL DISTRICT ("DISTRICT")  
AND  
THE CAJON VALLEY EDUCATION ASSOCIATION ("ASSOCIATION")  
IN DEVELOPMENT OF THE PERFORMANCE EVALUATION ADVISORY COMMITTEE

**AGREEMENT**

Therefore, the parties agree to the following:

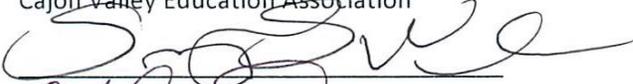
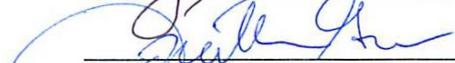
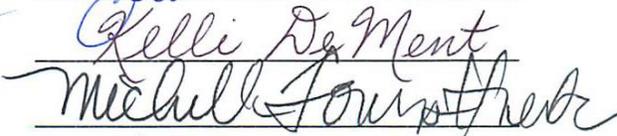
1. The Performance Evaluation Advisory Committee will be composed of equal numbers of Association members selected by the Association and District members selected by the District.
2. The purpose of the committee is to meet during the 2016-2017 and 2017-2018 years to:
  - a. Identify ways to simplify the evaluation process and forms for the bargaining unit members.
  - b. Develop job specific evaluation procedures for psychologist, counselors, facilitators, nurses, speech and language pathologists, and academic coaches.
  - c. Provide recommendations to the District and CVEA Negotiating Teams

Cajon Valley Union School District

  
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Cajon Valley Education Association

  
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