

Agreement

Between

BOARD OF EDUCATION

of the

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

and

COVINA UNIFIED EDUCATION ASSOCIATION

July 1, 2019 through June 30, 2024

Board Approved November 11, 2023

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ARTICLE I

AGREEMENT

- 1.1 Pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"), the Articles and provisions contained herein constitute an agreement by and between the Board of Education of the Covina-Valley Unified School District (hereinafter referred to as the "Board" or "District") and the Covina Unified Education Association (hereinafter referred to as the "Association" or "CUEA").
- 1.2 This Agreement shall remain in full force and effect through June 30, 2024.
- 1.3 For the 2023-2024 year, the parties agree that Article XVII, Salary shall be open for negotiations. Additionally, the Association and the District shall each have the right to open two other articles of their choosing, with the exception of Article XVI, Health and Welfare Benefits which shall remain closed for the term of the Agreement. Additional article(s) may be re-opened by mutual agreement.
- 1.4 The District and the Association recognize that future legislative changes may require the parties to modify the current terms and conditions of unit member employment. If this occurs, the parties agree to commence negotiations within ten (10) working days of a request from the other party on changes to any terms of employment that are mandated by law.

ARTICLE II

RECOGNITION

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

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

2.2 This unit shall exclude the following:

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

ARTICLE III

ASSOCIATION RIGHTS

3.1 Communications During Working Hours

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

3.2 Bulletin Board

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

3.3 Mailboxes

3.3.1 The District recognizes the Association's right to place mail in unit members' school and district facility mailboxes. Materials distributed in such mailboxes shall be solely for the purpose of Association business. The District recognizes the Association's right to use intradistrict mail and email.

3.3.2 All Association postings and communications to unit members shall be submitted to the Superintendent or designee no later than their posting or entrance into the unit members' mailboxes. This requirement of submission to the Superintendent does not apply to communications which are specific to a limited number of individuals.

3.3.3 All Association communications shall be dated and shall identify the organization responsible for their promulgation.

3.3.4 The Association shall have the use of District email to communicate with its unit members. Communications will be carbon copied (cc) to the District Superintendent or designee, in compliance with section 3.3.2 - 3.3.3. The use of District email shall be in accordance with the District's Acceptable Use Policy.

3.4 Association Leave

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

3.5 Buildings and Facilities

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

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

3.6 Unit Member Roster

- 3.6.1 The District will furnish to the Association, a listing, of each unit member no later than ten (10) working days after the first instructional day of each school year. To include name, job title, work location, home/cell phone, home address, and personal email.
- 3.6.2 The District agrees to furnish period master schedules to the Association every thirty (30) days.
- 3.6.3 Three (3) times per year (September 30, January 31, and May 31) the District will provide to the Association all of the information listed below for all employees.
- a) First name
 - b) Middle initial
 - c) Last name

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

3.7 New Agreement

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

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

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

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

3.8 Board of Education Packet

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

3.9 District Calendar of Events

The District agrees to print in its annual Calendar of Events those dates regularly-scheduled monthly Association meetings provided they are submitted to the District no later than May 15 each year. No regularly scheduled District level meetings shall conflict with these dates.

3.10 Negotiations

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

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

3.11 New Teacher Orientation

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

ARTICLE IV

NON-DISCRIMINATION

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

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definitions

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

5.2 Informal Resolution

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

5.3 General Provisions

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

appeals must be processed in a sequential manner. Consequently, at each step of the procedure, multiple grievances or appeals shall be assigned consecutive numbers, based upon the time and date on which they are received. Administrators shall process such numbered grievances or appeals in a sequential manner so that the first filed will be the first considered. Administrators shall attempt to resolve multiple grievances or appeals promptly. However, notwithstanding the specific time periods provided for decisions at the various steps of this procedure, an administrator shall not be required to consider more than one grievance or appeal per day.

- 5.3.4 In situations where more than one grievance or appeal is received on the same day by an administrator, the unit member will be notified by the administrator of the number of his/her grievance or appeal and the anticipated time table for review and decision.
- 5.3.5 If multiple grievances are filed alleging the same or similar allegation(s), the District and the Association may process them as one grievance.
- 5.3.6 An Association representative shall have the right to receive a reasonable period of released time without loss of compensation for the purpose of processing a grievance and attending any arbitrations. A grievant shall have the right to receive released time for the purpose of attending a grievance hearing held during hours of assigned duty. Released time shall be granted by the supervisor upon reasonable prior notification.
- 5.3.7 Neither the District nor the Association shall take reprisals against any party because he/she participated or failed to participate in the grievance procedure.
- 5.3.8 The Grievance Form (Appendix E, Forms) shall be mutually agreed upon.
- 5.3.9 All documents dealing with the processing of a grievance will be maintained separately from the personnel files of the participants.

5.4 Procedure

5.4.1 Step I - Formal Grievance

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

The information on the Grievance Form shall include:

- (A) A statement of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.

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

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

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

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

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

5.4.2 Step II - Formal Appeal to the Superintendent

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

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

5.4.2.3 Within two (2) days of receipt of the Grievance Form, either the grievant or the Superintendent or his/her designee may confer or schedule a conference. Such conference shall be held within a ten- day period. A representative selected by the Association shall attend the conference.

5.4.2.4 The Superintendent or his/her designee shall communicate the decision and the reason(s) therefore in writing to the grievant within ten (10) days after receipt of the appeal or five (5) days after the conference whichever period is longer unless the parties mutually agree in writing to an extension.

5.4.2.5 If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next step.

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

5.4.3 Step III - Formal Appeal for Binding Arbitration

5.4.3.1 If the Association is not satisfied with the decision in Step II, the Association may request binding arbitration within ten (10) days of receipt of the response from Step II, subject to the following provisions:

5.4.3.2 It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the grievance procedure. The provisions of Article II, Recognition and Article XIX, Management Rights, are specifically excluded from the outside arbitration under the provisions of this Article.

5.4.3.3 As soon as possible, and in any event not later than ten (10) days after the District receives written notice the Association will proceed to arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, the American Arbitration Association shall be requested to provide a list of seven (7) arbitrators. A single arbitrator shall be selected from the list of seven (7) by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot.

5.4.3.4 The arbitrator shall not have jurisdiction to hear any grievance which is not filed or appealed within the time limits of this Article. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement but shall determine only whether or not there been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

5.4.3.5 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority nor consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules

of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence but shall not be used so as to justify or result in what is in effect a modification (whether by addition or deletion) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the twenty-day (20-day) period specified in Step I of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

- 5.4.3.6 The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute. The provisions of this Article shall constitute the sole and exclusive method for adjustment and settlement between the parties of any and all grievances.
- 5.4.3.7 All costs for the services of the arbitrator including the cost of any hearing room will be borne equally by the District and the Association. All other costs including the cost of a court reporter, transcripts, witnesses and necessary substitute costs will be borne by the party incurring them, except that the grievant shall be given release time to attend the arbitration. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either shall be borne by the party requesting same. Each party shall bear the expense of the presentation of its own case.
- 5.4.3.8 The arbitrator may hear and determine only one grievance at a time unless the parties mutually agree otherwise.

ARTICLE VI

MEMBERSHIP DUES AND PAYROLL DEDUCTIONS

- 6.1 Any unit member who is a member of the Covina Unified Education Association, or who has applied for membership, may sign and deliver to the district an assignment authorizing deduction of unified membership dues.
- 6.1.1 Pursuant to such authorization, the district shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months, commencing with the October 1 pay warrant.
- 6.1.1 Deduction for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated and shall then continue through the end of the unit member's employment or June 30 should the member elect to change his/her status.
- 6.2 With respect to all sums deducted by the District pursuant to this Article, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

Additional Payroll Deductions

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

ARTICLE VII

HOURS OF EMPLOYMENT

7.1 Professional Day

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

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

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

7.2 Adjunct Duties

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

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

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

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

7.3 Breaks

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

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

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

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

7.4 Classroom Visitors

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

7.4.1 Visits by parents or guardians of students shall be arranged by mutual agreement between the unit member affected and the persons scheduling the visit.

7.4.2 Classroom visitations or observations by representatives of outside agencies, educational or community, will be scheduled in cooperation with the unit member.

7.5 Conference Planning Period

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

7.5.1 Teachers at the middle and high school levels shall not be assigned an additional one-fifth (1/5) without their consent. Teachers may be required to facilitate guided study/home room as their part of their regular teaching assignment.

7.5.2 Teachers who agree to teach an additional class during their conference/planning period shall be compensated twenty percent of their daily rate for each day of that assignment.

7.5.3 While master schedule development is based on student needs, when scheduling one-fifth (1/5) assignments, the site Principal or their designee will make every effort not to schedule additional one-fifth (1/5) assignments to unit members during departmental common planning periods.

7.6 Substitution

7.6.1 A full-time unit member in grades 6-12 who is assigned to teach a class during his/her conference/planning period because of the unavailability of a substitute teacher shall be compensated at the period substitute rate on the Hourly Rate Salary Schedule.

7.6.2 Secondary teachers working a 7-period day shall not be required to period substitute during both their conference and/or PLC periods on one professional day, unless an emergency arises.

7.6.3 Such assignments shall be distributed equitably among available staff.

7.6.4 A full-time unit member in grades TK-5 who is assigned additional students on a given day, because of the unavailability of a substitute teacher, shall be compensated at the in-staff substitute rate on the Hourly Rate Salary Schedule.

7.7 Emergency Release

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

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

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

7.8 Faculty Meetings

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

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

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

7.9 Parent Teacher Conferences

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

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

7.10 Report Cards

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

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

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

7.10.2 Middle School Grade Reports – Middle school grade reports will be ready for processing at the close of the fourth working day following the conclusion of the grading period.

7.10.3 High School Grade Reports – High school progress reports will be ready for processing by 4:00 p.m. on the fourth working day following the conclusion of the grading period.

7.10.3.1 This provision does not apply to the completion of semester report cards by high school teachers.

7.10.3.2 First semester report cards will be turned in at the close of the second working day of the second semester.

7.10.3.3 Second semester report cards for grades 9-11 will be completed by high school teachers and turned in at the close of the last working day of the school year.

7.10.3.4 Second semester report cards for high school seniors will be turned into the school office in sufficient time to allow the school administration to determine which students have met high school graduation requirements.

7.10.3.5 Second semester report cards for high school seniors are to be turned in no later than 4:00 p.m. on the last day of senior finals. Final grades for all other students will be turned in to the school office at the close of the last working day of the school year.

7.11 Days of Required Service

Service provisions will reflect inclusion of the following classifications:

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

7.11.1 Returning Unit Members – 184 days includes:

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

7.11.2 New Unit Members – 186 days includes:

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

7.11.3 Secondary Unit Members on Less Than Full-Time Assignment

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

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

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

7.11.4 Agriculture Teacher

7.11.4.1 Returning - 11 full months plus 12 days*

7.11.4.2 New - 11 full months plus 14 days*

*Less authorized vacation

7.12 Calendar

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

7.13 Special Education

7.13.1 TK-12 Special Education classroom teachers and APE teachers will be provided by the District up to two (2) work days per school year of released time from

regular class duties, as needed to perform the duties described in this section. This released time is subject to these provisions:

- 7.13.1.1 The 2-day allotment is a maximum and must be used as described in this article. Therefore, some Special Education teachers will not be eligible for the full two-day (2-day) allotment if that amount of released time cannot be justified because of their comparative student caseloads, relatively non-complex IEP duties, or other factors.
- 7.13.1.2 The number of days of released time shall be prorated for Special Education classroom teachers in less than full-time or full-year special education assignments, with the two-day (2-day) maximum prorated to reflect the proportion the teacher's assignment bears to a full-time assignment.
- 7.13.1.3 Released time is compensated as regular work time. Unused released not carry over to future school years.
- 7.13.1.4 The released time shall be used for duties relating to preparing or reviewing reports and plans, participating in meetings, assessing students and similar or related duties associated with IEPs of students assigned to the unit member's class and /or case load. Unit members using such released time shall remain on site, actively performing such duties.
- 7.13.1.5 The released time shall be allotted on a full-day basis (or pro-rated for part-time unit members). The District will provide a full work day substitute for the unit member, but the resulting released time and substitute services may be used cooperatively among the special education team at the site.
- 7.13.1.6 Any request for released time must be submitted to the site administrator and the Director of Special Education at least one week before the proposed usage. The request must include a description of the duties to be performed by the unit member and must identify the student(s) whose IEPs or services are to be addressed. The request may be approved or disapproved by the site administrator and the Director of Special Education. A disapproved request will not decrease the total amount of released time available to the unit member. Any released time requested and granted may be scheduled by the District for a different time to meet school or program needs, including substitute availability. Once a substitute has been scheduled, the unit member may not withdraw or reschedule the released time except with permission from the site administrator and the Director of Special Education.

7.13.1.7 The elementary special education classroom teacher stipend will be doubled based on the special education teacher's FTE assignment through June 30, 2024.

7.13.2 Special Education Case Carrier Transition

7.13.2.1 Beginning with the 2024-25 school year and for all subsequent years, CUEA Preschool through Adult Education Special Education teachers will assume the role of case carrier.

7.13.2.2 During Spring 2023, the district shall convene two (2) special education focus group committees, an elementary committee and a secondary committee, as follows:

7.13.2.1 Each committee shall be led by the Assistant Superintendent of Educational Services and the Director of Special Education.

7.13.2.2 The elementary committee shall include one representative appointed by CUEA, one special education teacher from each site, one special education teacher from each specialized program, one program specialist, and one elementary site administrator.

7.13.2.3 The secondary committee shall include one representative appointed by CUEA, one special education teacher from each site, one special education teacher from each specialized program, one program specialist, one middle school site administrator, and one high school administrator.

7.13.2.3 During Spring 2023, each committee shall meet at least twice. During the 2023-24 school year, each committee shall meet at least four (4) times. Such meetings shall be full day release.

7.13.2.4 These meetings shall:

7.13.2.4.1 Examine the current operation and best practices of special education case carriers. Discuss the best use of support staff.

7.13.2.4.2 Identify and make suggestions for areas of improvement during the transition.

7.13.2.4.3 Review the specific job duties to be transferred and make recommendations to the focus group.

7.13.2.4.4 Provide input and recommend how site administration, teacher, clerical staff, Special Education Service Providers

and Psychologists support the IEP process and case carrier management.

- 7.13.2.5 The district shall survey all CUEA Preschool through Adult Education Special Education classroom teachers to solicit input on potential training and support needs during the transition. Survey results will be shared with the focus group committees.
- 7.13.2.6 The district shall provide special education training during each school year. Such training shall take place during paid release time or admin time as appropriate for each grade level or paid per diem during voluntary days outside the unit work year. Training shall include, but is not limited to, case carrier roles and responsibilities, special education legal compliance and timelines, IEP technologies and management (SEIS), and all components of an IEP.
- 7.13.2.7 Beginning with the 2024-25 school year, the following shall apply:
 - 7.13.2.7.1 Special Education Stipends shall be in accordance with Article 17.
 - 7.13.2.7.2 TK-5 Special Education Teachers shall have one-hundred and fifty (150) minutes per week, in addition to any preparation time afforded all unit members, reserved for conducting case carrier duties. Teachers are required to be on campus during this time.
 - 7.13.2.7.3 Grades 6-12 Special Education Teachers shall have one (1) designated period, in addition to their conference planning period under Section 7.5, reserved for conducting case carrier duties. Teachers are required to be on campus during this time.
 - 7.13.2.7.4 Pre-K and Adult Education Special Education Teachers shall receive ten (10) release days per year for the purposes of conducting case carrier duties. The days shall be inclusive of the two (2) release days provided for under 7.13. Teachers are required to be on campus during this time.
 - 7.13.2.7.5 Special Education teachers will have access to site clerical support for the purposes of copying/ mailing IEP documents and scheduling IEP meetings at the direction of the unit member. The unit member will provide all necessary and relevant information for the purpose of scheduling the IEP meeting.

7.14 Shared Teaching Assignment

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

7.14.1 This proposal must be received in Personnel Services on or before February 15 in the year prior to the year in which the shared teaching assignment will be requested.

7.14.2 A decision regarding the job share assignment will be given in writing by March 15 in the year prior to the year in which the shared teaching assignment is requested.

7.14.2.1 The Site Administrator must sign a copy prior to forwarding it to the District Office.

7.14.2.1.1 A signed copy must be given to both members of the job share team.

7.14.2.1.2 The District decision regarding the job share proposal must be provided in writing.

7.14.2.1.3 Such decisions will be provided to both the job share team members and the site administrator.

7.14.3 The proposal for a shared teaching assignment must state in detail how the shared teaching assignment will provide a sound educational program for the students the applicants will teach as well as explain how the applicants would ensure close cooperation in such matters as planning, teaching, evaluating; and communicating with one another and with parents, staff, and administration; and performing supervisory and extra-curricular duties.

7.14.4 The district will determine whether any proposed shared teaching plan should be approved.

7.14.5 Shared teaching positions are not established or renewed until the applicants and the district have agreed upon the plan and shall be subject to review and renewal each year upon such terms as the parties may agree.

7.14.6 The employees shall be permitted to return to their regular status at the completion of any school year should the shared teaching assignment not be renewed.

7.14.7 Written verification of the shared teaching assignment will be provided in the form of a District contract.

7.14.8 If approved, each teacher is required to attend all service days prior to the opening of school as required of full-time teachers, Back-to-School, and Open House.

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

in accordance with the inverse percent of their assignment as stated in the health and welfare article.

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

7.15 Bell Schedule Voting

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

7.15.1 Ballots shall include copies of the proposed bell schedules.

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

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

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

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

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

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

7.16 TK and Kindergarten Day

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

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

7.16.1.2 The day shall include a minimum fifteen-minute (15-minute) duty free recess (snack).

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

ARTICLE VIII

LEAVES

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

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

8.1 Sick Leave

- 8.1.1 Sick leave with full pay shall be granted under the conditions set forth below to unit members who are absent on work days because of illness, injury, pregnancy-related disability or quarantine. Sick leave may be taken in one-hour (one-eighth day) units. The unit member must return to work in cases where it is not necessary to be absent the entire day.
- 8.1.2 For each pay period month or major fraction of a month, a full time unit member works, the unit member shall accrue one (1) day of sick leave. Each unit member who works a full year of service shall accrue one (1) additional day of sick leave. For any fiscal year in which a unit member serves less than a full work year the unit member shall be entitled to a prorated amount of sick leave.
- 8.1.3 Sick leave is credited to the unit member's account in advance of accrual. At the beginning of each fiscal year the unit member will be credited with the amount of sick leave accruable for that fiscal year. Not later than November 1 of each school year, every unit member shall receive a sick leave credit statement showing the number of days (in hours) in the accumulated account and the number of days (in hours) allocated for the current school year.
- 8.1.4 Accrued sick leave which is unused shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request.
- 8.1.5 The amount of sick leave a unit member may use at any one time is the total amount credited to the unit member's account at that time, whether or not it has actually been accrued.
- 8.1.6 A unit member who is terminating employment shall reimburse the District (deductions will be made from the pay warrant) for use of sick leave in excess of accrual.
- 8.1.7 The District reserves the right to require a unit member to furnish appropriate proof of illness or injury requiring absence when called upon to do so. However, in the case of short term illness (3 days or less) a unit member shall not be

required to provide details regarding the nature of the illness. A report of absence signed by the unit member shall be required by the District for each use of sick leave.

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

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

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

8.2 Pregnancy Leave

Upon the written request of the unit member, pregnancy leave of absence shall be granted to a unit member who is required to be absent from her duties because of disability

caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from, subject to the provisions hereinafter set forth:

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

8.3 Industrial Accident Leave

- 8.3.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.
- 8.3.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.
- 8.3.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.

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

8.4 Bereavement Leave

- 8.4.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out-of-state travel or one-way travel exceeding three hundred (300) miles is required, for each period of bereavement for absence during the period of bereavement due to death in the immediate family of the unit member. Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement. Bereavement leave not exceeding three (3) days need not be taken in consecutive order. Bereavement leave is not deducted from accumulated sick leave. A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.

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

8.5 Personal Leave Without Pay

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

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

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

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

8.6 Personal Leave with Partial Pay

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

8.7 Jury Service

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

8.7.2 Leave of absence shall be granted to any certificated unit member regularly called for jury service in the manner prescribed by law. Such leave shall be with pay not to exceed five (5) days.

8.7.3 Notwithstanding Section 8.7.2 of Article VIII, a certificated unit member shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount received as juror's fees provided:

(A) The unit member is serving as a juror outside of the period of employment and the case is carried over into the period of employment and the unit member

requests to be excused because continuing on jury service will entail undue hardship on the unit member or the public served by him/her, but said request is denied by the applicable court, judge or jury commissioner. Leave of absence with pay shall be granted until the case is decided.

(B) The unit member must return to work in cases where it is not necessary to be absent the entire day.

8.7.4 "Period of employment" as used in Article VIII means the time during which unit members in the unit member's classification are ordinarily paid under annual contract.

8.8 Personal Necessity Leave

8.8.1 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:

(A) The total number of days allowed in one school year for such leave or leaves shall not exceed seven (7) days.

(B) The days allowed shall be deducted from and may not exceed the number of full pay days of sick leave to which the unit member is entitled under Section 8.1 of Article VIII.

(C) The leave may be taken in one-hour (one-eighth day) units.

(D) The unit member must return to work in cases where it is not necessary to be absent the entire day.

(E) Payment for such absence shall be made only upon certification by the Personnel Services Department that the absence was due to a situation designated as an emergency within the meaning of this Section. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 8.8.2(J) of Article VIII, indicate fully the nature of such emergency. The District reserves the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 8.8 of Article VIII did exist.

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

(A) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 8.4 of Article VIII, or the death of a person significant to the unit member other than a member of his/her immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

- (B) An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (C) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (D) The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (E) The birth or adoption of a unit member's child. The birth of an unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complication or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under Article VIII shall be limited to seven (7) days as provided for in Section 8.8.3(A) of Article VIII. In the event that the unit member has exhausted personal necessity leave, the provision of Article 8.11 will apply. If the unit member is eligible for parental bonding leave for the absence, personal necessity leave will run concurrently with the parental bonding leave.
- (F) An appearance of the member in court as a litigant.
- (G) An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that:
- (1) Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction;
- and-
- (2) In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District Accounting Department.

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

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

8.9 Child Adoption Leave

- 8.9.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by written verification of adoption and may be for up to two (2) weeks prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.
- 8.9.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or designee after the written request has been received and reviewed. This leave may be granted for the remainder of the school year in which the child is adopted.

- 8.9.3 If the unit member elects to continue health and welfare benefits during this leave, he/she shall notify the Personnel Services Department not later than twenty (20) days prior to the commencement of leave and shall pay the full premium costs in advance.
- 8.9.4 If the unit member is eligible for parental bonding leave, the adoption leave under this paragraph shall run concurrently with the parental bonding leave to the extent paid leave is available.

8.10 Donation of Sick Leave

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

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

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

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

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

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

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

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

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

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

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

8.11 Parental Bonding Leave

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

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

8.11.2 To be eligible for differential pay during parental bonding leave as defined in this section, the unit member must meet all eligibility requirements of the CFRA (Government Code § 12945.2).

8.11.3 A unit member shall not be provided more than one twelve-week (12-week) period of paid absence per maternity or paternity leave. However, if a school year terminates before the twelve-week (12-week) period is exhausted, the unit member may take the balance of the twelve-week (12-week) period in the subsequent school year. All such leave must be taken within one year of the birth or placement of the child.

8.11.4 For purposes of this article, "parental bonding leave" means child bonding or child care leave taken within the first twelve (12) months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.

8.11.5 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.

8.11.6 If both parents work for the District, the maximum combined leave available to the parents for child bonding is twelve (12) work weeks.

8.11.7 Any parental bonding leave must be requested in writing to Personnel Services a minimum of two (2) weeks prior to the date the leave is proposed to commence. A unit member returning from a leave of absence with a duration greater than thirty (30) days shall notify Personnel Services in writing of intent to return at least two (2) weeks before the expiration of the leave.

ARTICLE IX

CLASS SIZE

The District and Association acknowledge the benefit of maintaining class sizes that are conducive to quality instruction and safety in the classroom. Therefore, the parties are committed to the collaborative process for working as partners in achieving reasonable class sizes. The parties agree that reasonable class sizes must be educationally sound, fiscally practicable, and provide elements of District level and school site flexibility.

- 9.1 Effective 2024-2025 school year, the following class size maximums shall apply to TK-5 general education classes and 6-12 English Language Arts and English Language Development, Math, Science, Social Science/History and World Language classes.
- 9.1.1 In TK, the class size maximum shall not exceed 24 by the 15th instructional day of the school year. The adult to student ratio of the classroom shall reflect statutory limits.
- 9.1.2 In K-3, the class size maximum shall not exceed 24 by the 15th instructional day of the school year.
- 9.1.3 In grades 4-5, the class size maximum shall not exceed 32 by the 15th instructional day of the school year.
- 9.1.4 In grades 6-8, the class size maximum shall not exceed 33 by the 15th instructional day of the school year.
- 9.1.5 In grades 9-12, the class size maximum shall not exceed 34 by the 15th instructional day of the school year.
- 9.1.6 In grades 6-12, the class size maximum for Physical Education classes shall not exceed 55 by the 15th instructional day of the school year.
- 9.1.6.1 In grades 6-12, the class size maximum for PE elective classes shall not exceed 65.
- 9.1.6.2 In grades 9-12, the class size maximum for in-season sports classes shall mirror the sport's official roster(s) (all levels). These classes shall not qualify for compensation under 9.1.12.
- 9.1.6.3 In grades 9-12, the class size maximum for out-of-season sports classes shall not exceed 80. This does not apply to classes wherein the coach of the sport is the teacher of record.
- 9.1.6.4 In grades 9-12, for in-season sports classes in which the coach is not the teacher of record, the class(es) shall be assigned to the Athletic Director(s) for attendance reporting purposes.

- 9.1.7 For all general education classes not previously addressed, class sizes shall not exceed 38 students per classroom.
- 9.1.8 The TK-3 class size maximums set forth in 9.1.1 and 9.1.2 may be increased by up to two (2) additional students. For each additional student, the unit member shall receive a stipend of \$100 per month.
- 9.1.9 The 4-5 class size maximum set forth in 9.1.3 may be increased by up to three (3) additional students. For each additional student, the unit member shall receive a stipend of \$100 per month.
- 9.1.10 The applicable 6-8 class size maximums set forth in 9.1.4 may be increased by up to three (3) additional students. Any teacher whose 6-8 class exceeds 33, shall be paid \$50, per student, per class, per quarter.
- 9.1.11 The applicable 9-12 class size maximums set forth in 9.1.5 may be increased by up to three (3) additional students. Any teacher whose 9-12 class exceeds 34, shall be paid \$50, per student, per class, per quarter.
- 9.1.12 The applicable 6-12 class size maximum set forth in 9.1.6 may be increased by up to three (3) additional students. Any teacher whose 6-12 PE class exceeds the applicable maximum shall be paid \$50, per student, per class, per quarter.
- 9.1.13 The applicable 9-12 class size maximums set forth in 9.1.7 may be increased by up to three (3) additional students. Any teacher whose 9-12 class exceeds 38, shall be paid \$50, per student, per class, per quarter.
- 9.1.14 The class size maximums stated above are for regular education classrooms only (as stated in 9.1 and 9.1.1 through 9.1.6). Student peer tutors, teachers assistants, or student aides assigned to 6-12 classes shall not be included in the calculation of class size limits for additional compensation, as outlined in this article.
- 9.2 Special education classes and caseloads shall be consistent with current SELPA, county, and state guidelines as represented in Appendix I, and all applicable laws.
- 9.2.1 Caseloads for Resource Specialists shall be as stated in the local policies developed pursuant to Education Code 56195.8 and in accordance with regulations established by the Board. No Resource Specialist shall have a caseload which exceeds 28 pupils. For the purposes of this article Resource Specialist shall include special education teachers possessing Educational Specialist credentials.
- 9.2.2 The maximum caseload for Speech Language Pathologists shall be as stated in Education Code 56363.3, with no caseload exceeding 55 unless the local plan specifies a higher average caseload and the reasons for the greater average caseload.

9.2.3 The maximum caseload for Speech Language Pathologists providing services exclusively to students ages 3 through 5, as stated in Education Code 56441.11 or 56026, shall not exceed 40.

9.2.4 For Speech Language Pathologists providing services to both preschool (ages 3 through 5) and school age students, the maximum caseload shall be prorated by percentage as follows:

Level	Students		Statutory Caseload Maximum	
Preschool	A	divided by	40	= "X%"
School Age	B	divided by	55	= "Y%"
				"X%+Y%" must be less than or equal to 100%

- 9.3 The number of workstations, space limitations, safety, and/or other educational concerns will be considered in classroom assignment and staffing ratios.
- 9.4 Elementary general education classes will contain no more than two grade levels without the concurrence of the classroom teacher. This restriction does not apply to special education, Intervention, PE, music, independent study, C-VLOA, and Home Hospital.
- 9.5 The provisions of this Article shall not apply to extra duty positions to unit members listed in Article II, Recognition.
- 9.6 The District will assign K-5 teachers for combination classes in accordance with teacher requests and/or to achieve equitable rotation within grade levels.
- 9.7 Staffing Review – Phase I

A staffing review team at each school shall convene after the first ten school days of the school year and, for 6-12 schools, after the first ten school days of the second semester to review and analyze local staffing data. The staffing review team will examine classes that exceed the maximum class sizes as stated in 9.1 and provide recommendations to the school site principal who is responsible and accountable for the development of the master schedule. In grades K-5, a staffing review team shall be composed of the Grade Level Chairs, site Principal, and CUEA Site Representative. In grades 6-8, the team shall be composed of the Department Chairs, site Principal, and CUEA Site Representative. In grades 9-12, the team shall be composed of Department Chairs, site Principal, and CUEA Site Representative. The purpose of the Staffing Review Teams shall be to achieve reasonable student/teacher class sizes.

9.7.1 For classes in excess of the maximums set forth in 9.1 through 9.2, the reviewing team will recommend the appropriate option(s) to reduce the teacher/student ratio. Modifications to be considered shall include, but not be limited to the following:

Elementary: Re-organization and balancing of classes, transfer students to site with grade level availability, provide a classroom instructional aide, form combination classes, employment of an additional full/part time instructional staff, etc.

Secondary: Re-organization and balancing of classes, increasing the number of sections, employment of an additional full/part time instructional staff, etc.

9.7.2 Student/teacher ratios may be changed to accommodate the ongoing effectiveness of programs as mutually determined by the principal and teacher, e.g. performing arts, athletics.

9.8 Staffing Review – Phase II

Following the staffing review process as indicated in section 9.7, any modifications for class sizes shall be implemented no later than 15 school days following the beginning of the semester.

9.9 Staffing Review – Phase III

Individual class enrollments in excess of class size maximums beginning with the 16th school day of the semester shall result in compensation for the classroom teacher as stated in Section 9.1.

9.10 Enrollment data by teacher and grade for every school, along with a separate report delineating one-fifth assignments for every school shall be provided during the Association's monthly meeting with District officials. Upon request, the District shall meet with the Association to discuss any concerns related to the assignment of any secondary teacher with a class representing more than one course number in a period.

9.11 Speech and Language Pathologist caseload data, to include the number of pupils served shall be provided during the Association's monthly meeting with District officials.

ARTICLE X

SAFETY

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

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

ARTICLE XI

TRANSFERS AND REASSIGNMENT

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

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

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

11.2 Definition

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

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

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

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

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

11.3 Vacancies

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

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

11.4 Requests

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

11.4.1 Transfer from one school (TK-5, 6-8, 9-12) to another school.

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

11.5 Voluntary Transfers

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

11.6 Involuntary Transfer

- 11.6.1 If an involuntary transfer becomes necessary, the District will first seek volunteers. In the event no volunteers come forth, the unit member with the least seniority and the appropriate credential shall be transferred.
- 11.6.2 In the event of an involuntary reassignment, District will take into account such things as subject and/or grade level, credential authorizations, and seniority. An administrator shall confer with a unit member regarding the reasons for a reassignment prior to its effectuation. Whenever practicable the administrator shall be the on-site supervisor.

- 11.6.3 A unit member who is transferred shall be allowed two (2) days of paid release time prior to the effective date of the transfer to oversee the packing up and establishing of the new classroom. A unit member who is reassigned and the reassignment includes a room change shall be allowed two (2) days of paid release time prior to the effective date of the reassignment. The District shall provide assistance in moving a unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.
- 11.6.4 An involuntary transfer or reassignment shall not be for a discriminatory reason as prohibited by Article IV, Non-Discrimination, nor shall it result in the reduction of a unit member's regular contract salary.

11.7 Reassignments

- 11.7.1 The criteria for considering all reassignments shall include school needs, credentials, training, qualifications, and personal preferences of the employees. It is understood that reassignment decisions are based upon administrative judgment and discretion, but such judgment and discretion shall not be exercised in an arbitrary or capricious manner.
- 11.7.2 An employee may file a written request with the site administrator for an assignment preference within the employee's school for the following school year. Each request shall include, but not be limited to, the following: credential(s) held and requested grade level, department, courses, and classroom language. Each request shall be given consideration as assignments are made. Initial reassignments for the following school year shall be completed prior to the granting of any transfer requests.
- 11.7.3 When assignments have been determined within the school, employees shall be notified as promptly as possible. If a reassignment request is denied, the employee shall be provided with the specific reasons for the denial, upon request.
- 11.7.4 When the District finds it necessary during the school year to reassign an employee to a different grade level, subject field, or classroom at the same school, the District shall provide two (2) days of paid release time prior to the effective date of the reassignment. The employee shall have the option of taking the two (2) paid days during non-instructional time. A unit member whose reassignment includes a room change shall be provided assistance in moving the unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.
- 11.7.5 A unit member who is required to change classrooms outside of the school year, shall be allowed two (2) days of paid per diem release time prior to the effective date of the move to oversee the packing up and establishing of the new classroom. The District shall provide assistance in moving a unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.

11.8 School Closure

11.8.1 If a particular site is to be closed unit members at that site shall be afforded first priority for filling new or vacant positions within the District. The District will meet with representatives of the Association to negotiate transfer and staffing procedures.

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

11.9 Committee on Assignments

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

ARTICLE XII

EVALUATION PROCEDURES

- 12.1 The intent of the evaluation program shall be to maintain and improve the quality of the instructional program for the enhanced achievement of all students. The evaluation process shall be conducted in a manner that recognizes both the teacher and administrator as professionals and creates an atmosphere of trust and cooperation between the participants in the process.
- 12.2 The parties agree that bargaining unit members' evaluations should be based on research-based professional standards. The District's teacher evaluation system shall be based on the California Standards for the Teaching Profession, pursuant to the provisions of Education Code 44662. The speech and language pathologist and nurse evaluations shall be based upon corresponding professional standards for those areas of specialization.
- 12.2.1 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.
- 12.3 In the tenth year of employment and continuing at least once every five (5) years, a written evaluation shall be given to each unit member. Each unit member must meet the following criteria:
- 12.3.1 Permanent status
- 12.3.2 Previous evaluation must meet standards in all categories
- 12.4 The five-year evaluation cycle may only be withdrawn at the end of any year in which all the following criteria exist:
- 12.4.1 The administrator has met and conferred with the unit members and identified the specific areas that may need improvement.
- 12.4.2 If the areas needed for improvement are still a concern, the administrator shall design a targeted assistance plan within the areas needed for improvement. Such plan shall not be given any sooner than thirty (30) working days following the conference.
- 12.4.3 The Assistant Superintendent of Personnel Services has reviewed and approved the targeted assistance plan.
- 12.4.4 The administrator and the unit member must meet to review and implement the targeted assistance plan.
- 12.4.5 The unit member has not met the goal specifically identified in the targeted assistance plan.
- 12.4.6 The Assistant Superintendent of Personnel Services has authorized the withdrawal of the five-year plan.

- 12.5 Written evaluations shall be given at least twice yearly to each probationary unit member, the first prior to December 15 and the second no later than thirty (30) days before the last school day of the year.
- 12.5.1 Evaluation of unit members in their first year of full-time classroom instruction shall emphasize but not be limited to Standard 1 – Engaging and Supporting all Students in Learning, Standard 2 – Creating and Maintaining Effective Environments for Student Learning, and Standard 5 – Assessing Student Learning.
- 12.5.2 Evaluation of unit members in their second year of full-time classroom instruction shall emphasize but not be limited to Standard 3 – Understanding and Organizing Subject Matter for Student Learning and Standard 4 – Planning Instruction and Designing Learning Experiences for all Students.
- 12.6 Written notification shall be given to probationary unit members not recommended for re-employment no later than March 15 of the unit member’s second complete consecutive school year of employment, except as otherwise provided for by law.
- 12.7 Unit members to be evaluated during a particular year shall be furnished a copy of the Evaluation Handbook and be advised of the criteria upon which the evaluation is to be based. The evaluator must be the unit member’s Principal or Assistant Principal. Itinerants, Teachers On Special Assignment, and Nurses not assigned to specific school sites shall be assigned to a Principal, Assistant Principal, or an appropriately credentialed Program Specialist or Director.
- 12.8 Each permanent unit member and his/her evaluator shall reach agreement at the beginning of the evaluation cycle on two of the first five standards for rating in that cycle. In the event that agreement cannot be reached, a Standard selected by the evaluator, and a Standard selected by the unit member shall be the basis for the evaluation rating.
- 12.9 An administrator must provide evidence and intended support for any N or U on the final evaluation.
- 12.10 Evaluation documentation, when appropriate, shall follow the guidelines for remediation prescribed in Education Code Section 44664.
- 12.11 Classroom observations by unit members shall not be a part of the evaluation process, nor shall the District require any report of such observation to be provided to it.
- 12.11.1 Information collected from unit member to unit member walkthroughs shall not be used for evaluation purposes.
- 12.11.2 The information shall only be used to determine instructional patterns and trends within departments, grade levels, and/or across the site.
- 12.12 An evaluator shall provide for a unit member’s formal request(s) for additional classroom observations, evaluation conferences, and/or written evaluations.

12.13 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.

ARTICLE XIII

PEER ASSISTANCE AND REVIEW PROGRAM

13.1 Statement of Purpose

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

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

13.2 Participating Teacher

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

13.2.1 Referred Teachers

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

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

13.2.2 Voluntary Teachers

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

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

13.2.3 Exclusions

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

13.3 Joint Panel

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

13.3.1 Rights and Responsibilities

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

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

13.4 Consulting Teachers

13.4.1 Qualifications

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

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

13.4.2 CT Selection

1. A notice/announcement of vacancy will be posted/distributed.
2. Applicants shall submit application form/letter as designed by the Joint Panel.
3. Applicants shall submit three (3) references from individuals who have direct working knowledge of the applicant's ability in both teaching and working with colleagues. One of the references shall be from a District or site administrator.
4. Applications submitted shall be subject to a screening process established by the JP to ensure that candidates meet minimum qualifications.
5. The CT shall be interviewed and observed by the JP. At least one (1) teacher and one (1) administrator from the JP shall participate in the classroom observation.

6. The CT term shall be three (3) years in length with annual performance reviews. If the performance of the CT is found to be unsatisfactory at the annual performance review by the JP, they may remove the CT from this role at this time.
7. A replacement appointee shall serve the remainder of the former CTs unexpired term.

13.4.3 Consulting Teacher Rights and Responsibilities

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

1. Meet with the RT and site administrator evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with the California Standards for the Teaching Profession and develop a written assistance plan and a process for determining successful completion of the PAR program. Similar meetings shall take place with the VT and CT and with written request from the VTs, with the site administrator.
2. CT shall assist RTs and VTs through demonstrations, observations, coaching, recommending conferences and workshops for teachers and other appropriate activities that will support the RT and VT. The CTs shall attend in training and participate in meetings with other CTs.
3. Conduct multiple observations of the RT during classroom instruction, and provide specific immediate feedback with the RT.
4. Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
5. Maintain a written log of contacts and specific support given to the RT.
6. The CT shall have the right to present reasons in writing why an assigned RT or VT should be reassigned to another CT and to have reasons considered by the JP.
7. Document all observations, visitations and meetings.
8. Continue to provide assistance until the JP directs the CT to cease support.
9. Participate in an annual review of the program with the JP.
10. The CT shall submit a written report to the JP on the progress of the RT at least mid-year. The final report will be submitted to the JP at least forty- five (45) calendar days before the end of the RT school year. The RT will verify by signature receipt of the final report. The CT may provide at any time a written or oral report to the JP regarding the progress of the RT in the PAR program.

11. Copies of the RTs mid-year and final reports shall be placed in the RTs permanent personnel record.

12. The CT shall play no role in the evaluation of the teaching performance of any participating teacher.

13.5 Funding

13.5.1 Joint Panel teacher members shall receive an annual stipend of \$2,140.

13.5.2 Consulting Teachers shall receive an annual stipend of \$5,861 per RT and \$3,229 per VT. A CT can serve a maximum of two (2) RTs per year, three (3) VTs per year, or a combination as determined by the JP.

13.5.3 JPs and CTs shall be provided release time as needed for implementation of a quality program.

13.5.4 Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs.

13.6 Confidentiality

13.6.1 All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

13.6.2 All communications between the CT and VT shall be confidential, and without the written consent of the VT, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

13.7 Liability

13.7.1 The District shall hold harmless the members of the Joint Panel and the Consulting Teachers for any liability arising from their participation in this program.

13.7.2 Functions performed by unit members under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.

13.8 Re-openers

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

ARTICLE XIV

ADULT EDUCATION TEACHERS

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

Article VII, Hours of Employment

Article VIII, Leaves

Section 8.1 (Sick Leave)

Section 8.3 (Industrial Accident Leave)

Section 8.4 (Bereavement Leave)

Section 8.8 (Personal Necessity Leave)

Article IX, Class Size

Article XII, Evaluation Procedures

Article XV, Children's Center Teachers

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

14.2 Sick Leave

14.2.1 Sick leave with full pay shall be granted under the conditions set forth below to unit members who are absent on workdays because of illness injury, pregnancy related disability or quarantine. The unit member must return to work in cases where it is not necessary to be absent the entire day.

14.2.2 For each twenty (20) hours of paid service, a unit member shall accrue one (1) hour of sick leave except that no more than eight (8) hours of sick leave shall be accrued for any school month.

14.2.3 Sick leave is credited to the unit member's account in advance of accrual. At the beginning of each trimester or summer session the unit member will be credited with the amount of sick leave expected to be accruable for that trimester or summer session.

14.2.4 Accrued sick leave which is unused shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and California Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request.

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

employed after every reasonable effort has been made to employ one, the amount that would have been paid to the substitute had one been employed.

14.2.13 The five-school-month period referred to above commences when the unit member is absent from duty on account of illness or injury and has exhausted the sick leave accruable for the current trimester or summer session and runs consecutively with other paid leaves, including but not limited to regular sick leave, except that, if the absence is due to an industrial accident, the five-school-month period commences on the first day after the industrial accident leave has been exhausted.

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

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

14.3 Industrial Accident Leave

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

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

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

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

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

which the leave occurs, or retire if eligible pursuant to the provisions of the State retirement system.

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

14.3.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the employee, and the supervisor.

14.4 Bereavement Leave

14.4.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days or five (5) days if out-of-state travel or one-way travel exceeding 300 miles is required, for each period of bereavement for absence during the period of bereavement due to death in the immediate family of the unit member. The three-day or five-day period referred to in this Section is defined as the three (3) or five (5) days immediately following the death of the family member, and the unit member is entitled to pay only for those hours which would otherwise have been worked during such period. Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement. Bereavement leave not exceeding three (3) days need not be taken in consecutive order. Bereavement leave shall not be deducted from accumulated sick leave.

14.4.2 A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.

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

14.5 Personal Necessity Leave

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

(A) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 14.4 of Article XIV, or the death of a person significant to the unit member other than

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

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

- (H) An appearance of the unit member under an official order from his/her selective service board.
- (I) Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to his/her assigned work site. The following conditions may be considered when appropriately documented: flooding, snowstorms, mud slides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site and stolen vehicle.
- (J) Unit members may use two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 14.5.1(A) through (I) of Article XIV which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section. The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave. Request for such leave must be submitted no less than one school day prior to said leave.

14.5.2 The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.

14.5.3 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:

- (A) The total number of hours allowed in one trimester or summer session for such leave or leaves shall not exceed 70% of the entitlement for such trimester or summer session provided in Section 14.2.3 of Article XIV.
- (B) The hours allowed shall be deducted from and may not exceed the number of full pay hours of sick leave to which the unit member is entitled under Section 14.2.2 of Article XIV.
- (C) The unit member must return to work in cases where it is not necessary to be absent the entire day.
- (D) Payment for absence shall be made only upon certification by the Personnel Office that the absence was due to a situation designated as an emergency within the meaning of Section 14.5 of Article XIV. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 14.5.1(J) of Article XIV, indicate fully the nature of such emergency. The District reserves

the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 14.5.4 of Article XIV, did exist.

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

14.6 Child Adoption Leave

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

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

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

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

Parental Bonding Leave

Unit members who meet the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for up to twelve (12) work weeks. Pursuant to Education Code section 44977.5, eligible unit members will receive differential pay during this leave. The parties will reopen this Article 14.7 in the event of substantive amendment to Education Code section 44977.5.

14.6.5 The 12 work weeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code 12945.2). Nothing in this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.

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

ARTICLE XV

CHILDREN'S CENTER TEACHERS

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

15.5.1 For employees on a five-day (5-day), forty-hour (40-hour) workweek, overtime commences after eight (8) hours of work on a workday.

15.5.2 Any overtime rate shall be computed on the basis of the nearest quarter-hour worked.

15.5.3 Overtime work for less than eight (8) minutes shall not be reported nor paid.

15.6 Vacation

a. Members of the bargaining unit shall earn vacation in accordance with the following schedule:

(1) From the first (1st) year through the completion of the sixth (6th) year of service, vacation shall be accrued at the rate of 1.00 day of vacation for each full month of paid service for a maximum yearly accrual of twelve (12) days.

(2) Commencing with the seventh (7th) year through the completion of the eleventh (11th) year of service, vacation time shall be accrued at the rate of 1.333 days of vacation for each full month of service for a maximum yearly accrual of sixteen (16) days.

(3) Commencing with the twelfth (12th) year through the completion of the seventeenth (17th) year of service, vacation time shall be accrued at the rate of 1.50 days of vacation for each full month of paid service for a maximum yearly accrual of eighteen (18) days.

(4) Commencing with the eighteenth (18th) year through the completion of the twentieth (20th) year of service, vacation time shall be accrued at the rate of 1.667 days of vacation for each full month of paid service for a maximum yearly accrual of twenty (20) days.

(5) Commencing with the twenty-first (21st) year through the completion of the twenty-fifth (25th) year of service, vacation time shall be accrued at the rate of 1.833 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-two (22) days.

(6) Commencing with the twenty-sixth (26th) year of service, vacation time shall be accrued at the rate of 2.0 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-four (24) days.

b. Use of vacation leave is subject to the approval of the immediate supervisor or department head, who shall make a concerted effort whenever practicable. Vacation requests shall not be arbitrarily denied or designated by the immediate supervisor or department head. Use of vacation may be designated by the department head to coincide with school recess schedules. An employee may elect to request such vacation on a voluntary basis to coincide with school recess schedules. Staff development days negotiated by teachers shall be used as service days for classified employees and not be considered a school recess. Except in cases of extreme

emergency, the department head shall notify affected staff members of the designation of vacation leave no less than seven (7) calendar days in advance of the date the leave is to commence.

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

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

- c. Upon separation, permanent employees with more than six (6) months of service shall be compensated for all accrued vacation which is not used.
 - d. When an employee is on paid vacation during a period in which he/she would otherwise be scheduled by the department head to work and a situation occurs which would normally qualify all or part of the period of absence as sick leave, personal necessity leave, bereavement leave, or any other leave with pay, these portions of the employee's absence may be considered as such and charged to the appropriate leave, rather than to vacation leave. The employee shall be responsible for reporting such a situation to the department head as soon as it occurs. The employee shall also be responsible for providing whatever substantiation is required by the provisions of the applicable leave section of this Agreement.
- 15.7 Use of vacation leave is subject to the approval of the department head, and shall be granted as requested whenever practicable. Vacation leave may be designated by the department head. The department head shall notify affected staff members of the designation of vacation leave no later than seven calendar days after the request is made. Once approved, vacation may only be canceled and rescheduled, if necessary, to carry out the proper functioning of the Children's Center and there would be no undue hardship to the employee.
- 15.8 Hours of employment for Even Start unit members shall be as follows:
- 15.8.1 Daily hours of work (or shifts) for unit members working full-time shall be established by the District to meet the operational requirements of the program.
 - 15.8.2 The 35-minute duty-free lunch period shall be considered time worked.
 - 15.8.3 Unit members shall be allowed a 15-minute rest period during any four-hour working period which is not otherwise interrupted by another break. Rest periods cannot be accumulated, nor can they be taken at the end of beginning of a four-hour working period.
 - 15.8.4 Days of required service shall be the same as all other certificated teaching staff as established in Article 7.11.

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

15.9 Part Time Employees

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

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

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

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

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

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

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

ARTICLE XVI

HEALTH AND WELFARE BENEFITS

16.1 The District agrees to the maintenance of health and welfare benefits for active employees who regularly work halftime or more.

In addition, the District and the Association agree to continue the health and welfare committee to review cost containment and cost sharing strategies. The Committee will meet no less than twice per year and the Committee will convene Spring 2023. The committee will report their findings to the Negotiating teams for consideration and/or implementation to the health and welfare program.

16.1.1 Effective January 1, 2023, the unit member's tenthly cost for their contribution for the health benefit plan shall be:

<u>PLAN</u>	<u>EMPLOYEE ONLY</u>	<u>EMPLOYEE +CHILDREN</u>	<u>EMPLOYEE +SPOUSE</u>	<u>FAMILY</u>
Blue Shield PPO	\$373.80	\$759.26	\$1,062.24	\$1,350.24
Blue Shield Access Plus HMO	\$0	\$105.00	\$165.00	\$210.00
Blue Shield Trio ACO HMO	\$0	\$35.00	\$55.00	\$70.00
Kaiser	\$0	\$70.00	\$110.00	\$140.00

16.1.2 Effective January 1, 2023, increases in medical plan premium amounts shall be shared by the parties as follows: of the total medical plan premium increase, the district shall incur 80% of the cost of the increase and the unit member shall incur 20% of the cost of the increase.

16.1.3 For employee only, the district shall contribute up to the highest employee only HMO.

16.1.4 The District shall contribute the full premium for life insurance in the amount of \$30,000, vision care, and dental care. The annual maximum of such dental plans shall be at least \$2,500 and will cover the cost associated with two cleanings per calendar year, and orthodontics for adults and children at 50% (not to exceed \$2,000 lifetime per patient).

16.2 A unit member who retires under the provision of the state teacher's retirement system (either service or disability retirement) at the end of his/her contract year or on a date mutually agreeable to the unit member and the District, shall be eligible to receive a

district contribution toward payment of a District-approved group medical insurance plan subject to the following conditions:

- 16.2.1 This contribution shall cease 10 years after the employee's date of retirement or when the employee is eligible for Medicare, whichever occurs first.
- 16.2.2 The unit member must submit proof to the Personnel Office that he/she is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.
- 16.2.3 The unit member must have completed fifteen (15) or more full years of District service in a probationary or permanent status, during at least half of which the unit member was enrolled in health and welfare benefits, and the unit member must have been eligible for health and welfare benefits during all of the last year of District service. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service in a probationary or permanent position shall not be counted.
- 16.2.4 At the time of retirement, the retiree must be currently enrolled in a District approved group medical insurance plan. The retiree may elect to change from one District-approved group medical insurance plan carrier to another at any open enrollment period designated by the District.
- 16.2.5 Each year the retiree shall submit a check tenthly to the Personnel Office or ten checks in advance, payable as directed by the District, or pay the premium in full in advance, the total of which shall equal the annual premium of the insurance plan less the amount the District will contribute to the carrier.
- 16.2.6 The District's contribution to the insurance carrier on behalf of the retiree shall begin on October 1 each year and shall cease at the end of the month preceding the retiree's sixty- fifth (65th) birthday or upon the retiree's death, whichever occurs first.

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

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

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

- 16.2.7 Retirees have the opportunity to apply these funds to employee only, two (2) party, or family medical premiums, as well as vision and dental insurance premiums.
- 16.3 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.

- 16.4 "Halftime," as used in Section 16.1 of Article XVII means (1) for a regular certificated unit member, one-half the amount of time which a full-time unit member in the same classification works; (2) for an hourly Adult Education teacher and for a Children's Center teacher, twenty (20) hours of work per week. The District shall make no premium contribution for health care and life insurance for any month unless the employee is paid for more than one-half the number of days in that month, excluding those two days each week which are outside the employee's regular work week, except that an employee who completes his/her regular work assignment in June and is paid for more than one-half of his/her scheduled work days shall be entitled to the premium contribution for that month.
- 16.5 A benefit eligible year is ten (10) months in which the unit member was eligible for health and welfare benefits. Thus, a unit member must have earned the District's contribution toward the health and welfare plans for at least 10 months during the qualifying years of service referred to.

ARTICLE XVII

SALARIES

- 17.1 Unit members who are employed in the district on the effective date of this agreement will receive a 6.25% on schedule salary increase for the 2023/24 school year, retroactive to July 1, 2023.

This increase shall apply to all schedules and stipends inclusive of the Children's Center, Adult Education, Speech and Language Pathologist, Nurse, CTE Teachers, Longevity Pay Salary schedules, and all stipends.

In addition, all unit members who are employed in the district on the effective date of this agreement will receive a 1.25% of base salary off-schedule one-time payment.

See Appendices for Salary Tables.

17.2 Explanatory Notes and Definitions

17.2.1 Unit members compensated on the teachers salary schedule are classroom teachers, librarians, resource teachers, and resource specialists. School Nurses and Speech and Language Pathologists are compensated on their own schedule.

17.2.2 Experience Credit: For unit members hired after ratification of this Agreement by both parties, a maximum of eleven (11) years of acceptable experience outside the Covina-Valley Unified School District will be recognized on the teachers' salary schedule for initial placement on step 12.

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

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

17.2.5 Doctor's Degree: \$119.60 per month shall be added for a doctor's degree earned at an accredited institution.

17.2.6 National Board Certification for Professional Teaching Standards: Stipend of \$113.69 per month to the teacher salary schedule under the explanatory notes effective July 1, 2021.

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

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

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

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

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

17.2.9 Part-time Employees:

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

- 17.3 A \$1,635 stipend will be given to each elementary school to be divided at the discretion of the Principal and site leadership team. Such stipends can be used to pay teachers for yearbook, sports, and other activities outside their regular classroom duties. The Principal and Site Leadership team shall review stipend distribution annually.
- 17.4 Each middle school will receive stipends in the amount of \$1,635 to be used for coordinating core content areas. One stipend will be used at the discretion of the Principal and Site Leadership team. The Principal and Site Leadership team shall review stipend distribution annually.

- 17.5 Each middle school will receive \$1,635 for each coaching stipend up to a maximum of fifteen positions per middle school.
- 17.6 One (1) additional engagement stipend will be added to each middle and high school for facilitating student science/coding/robotic competitions. These competitions may be held both inside and outside the district. Competitions may include Femineers, First Robotics, Science Olympiad, Botball, and/or ISEF for the purposes of student activities/competition. These stipends will be paid at the same level as the engagement stipend.
- 17.7 Beginning July 1, 2021, the elementary special education classroom teacher stipend will be doubled based on the special education teacher's FTE assignment.
- 17.8 Beginning July 1, 2024, special education teacher stipends shall be as follows:
- | | |
|--|------------|
| Pre-K Special Education Teachers: | \$2,656.25 |
| TK-5 Special Education Teachers: | \$5,312.50 |
| Secondary Special Education Teachers: | \$2,656.25 |
| Adult Transition/Medically Fragile Teachers: | \$2,656.25 |

ARTICLE XVIII

SAVINGS

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

ARTICLE XIX

MANAGEMENT RIGHTS

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

ARTICLE XX

PROFESSIONAL CONDUCT

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

file. However, in the event that a suspension is initiated related to the written warning, the placement of such document into his/her personnel file will occur in accordance with Section 20.6 of this Article.

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

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

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

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

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

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

20.5.4.2.3 Penalty proposed;

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

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

20.5.4.3 If the employee fails to file a grievance within ten (10) working days after service of the notice, the suspension may be imposed by the Superintendent or designee. This time requirement supersedes the time requirement of Article 5.4. All other provisions of Article 5 apply in the processing of the grievance.

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

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

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

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

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

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

ARTICLE XXI

CONCERTED ACTIVITIES

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

ARTICLE XXII

FULL UNDERSTANDING

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

SIGNATURES

For the Board

For the Association

116-22/6770628.1

APPENDIX A

SALARIES

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

MONTHLY SALARIES

1. Teachers' Salary Schedule - effective 7/1/2023

*Amounts have been rounded to the nearest dollar

Salary paid in 11 monthly payments

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
		BA+CA			BA+60 Units
		Prelim/Clear	BA+		Incl. MA or
	<u>BA</u>	<u>BA+ 15 Units</u>	<u>30 Units</u>	<u>MA</u>	<u>MA+20 Units</u>
1	\$5,477	\$5,699	\$5,927	\$6,164	\$6,410
2	\$5,727	\$5,955	\$6,193	\$6,442	\$6,698
3	\$5,982	\$6,223	\$6,472	\$6,731	\$7,000
4	\$6,252	\$6,501	\$6,762	\$6,985	\$7,314
5	\$6,532	\$6,795	\$7,067	\$7,349	\$7,644
6	\$6,827	\$7,100	\$7,384	\$7,679	\$7,987
7	\$7,135	\$7,421	\$7,717	\$8,026	\$8,348
8	\$7,456	\$7,753	\$8,064	\$8,385	\$8,722
9		\$8,103	\$8,427	\$8,764	\$9,114
10			\$8,808	\$9,158	\$9,525
11				\$9,573	\$9,954
12					\$10,402

LONGEVITY PAY

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

15	\$7,792	\$8,468	\$9,205	\$10,004	\$10,870
20	\$8,143	\$8,849	\$9,620	\$10,454	\$11,360
25	\$8,509	\$9,247	\$10,052	\$10,924	\$11,870

EXPLANATORY NOTES

- a. Unit Members: Personnel compensated on the Teachers' Salary Schedule are Classroom Teachers, Resource Specialists and Resource Teachers.
- b. Experience Credit: For unit members hired after ratification of this Agreement by both parties, a maximum of eleven (11) years of acceptable experience outside the Covina-Valley Unified School District will be recognized on the teacher's salary schedule for initial placement on Step 12.
- c. Units: A unit is one semester hour of upper division or graduate level work from an accredited institution taken after receipt of the pertinent degree. One quarter hour equals 2/3 semester hours.

- d. Degrees: BA and MA refer to a bachelor's degree and a master's degree, respectively, from an accredited institution in a field pertinent to the position.
- e. Doctor's Degree: \$119.60 per month shall be added for a doctor's degree earned at an accredited institution
- f. National Board Certification for Professional Teaching Standards: \$113.69 per month shall be added for a National Board Certification for Professional Teaching Standards.
- g. Credentials: Placement on this salary schedule, except as provided below, requires possession of a regular California credential valid for the grade level and/or subject(s) taught or service rendered. A regular credential is defined as one of the following: Life, Clear, Professional Clear, or Preliminary credential. A candidate who holds only an emergency or internship credential will be placed on Column A and on:

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

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

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

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

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

MONTHLY SALARIES

1. Nurses and Speech and Language Pathologists – effective 7/1/2023

*Amounts have been rounded to the nearest dollar

Salary paid in 11 monthly payments

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
		BA+CA			BA+60 Units
		Prelim/Clear	BA+		Incl. MA or
	<u>BA</u>	<u>BA+ 15 Units</u>	<u>30 Units</u>	<u>MA</u>	<u>MA+20 Units</u>
1	\$6,024	\$6,268	\$6,520	\$6,780	\$7,051
2	\$6,299	\$6,551	\$6,813	\$7,086	\$7,367
3	\$6,580	\$6,845	\$7,119	\$7,404	\$7,700
4	\$6,877	\$7,151	\$7,438	\$7,684	\$8,045
5	\$7,185	\$7,475	\$7,773	\$8,084	\$8,409
6	\$7,510	\$7,810	\$8,122	\$8,447	\$8,785
7	\$7,848	\$8,163	\$8,488	\$8,828	\$9,183
8	\$8,201	\$8,528	\$8,871	\$9,224	\$9,595
9		\$8,913	\$9,269	\$9,640	\$10,026
10			\$9,689	\$10,074	\$10,477
11				\$10,530	\$10,949
12					\$11,442

LONGEVITY PAY

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

15	\$8,572	\$9,314	\$10,125	\$11,004	\$11,957
20	\$8,957	\$9,734	\$10,581	\$11,499	\$12,496
25	\$9,360	\$10,172	\$11,057	\$12,017	\$13,057

EXPLANATORY NOTES

- a. Unit Members: Personnel compensated this schedule are Nurses, Language and Speech Pathologists.
- b. Experience Credit: For unit members hired after ratification of this Agreement by both parties, a maximum of eleven (11) years of acceptable experience outside the Covina-Valley Unified School District will be recognized on this schedule for initial placement on Step 12.
- c. Units: A unit is one semester hour of upper division or graduate level work from an accredited institution taken after receipt of the pertinent degree. One quarter hour equals 2/3 semester hours.

- d. Degrees: BA and MA refer to a bachelor's degree and a master's degree, respectively, from an accredited institution in a field pertinent to the position.
- e. Nurses and Language and Speech Pathologists salaries will be calculated by applying a 1.1 factor to the certificated salary schedule.
- f. Doctor's Degree: \$119.60 per month shall be added for a doctor's degree earned at an accredited institution.
- g. Credentials: Placement on this salary schedule, except as provided below, requires possession of a regular California credential valid for the grade level and/or subject(s) taught or service rendered. A regular credential is defined as one of the following: Life, Clear, Professional Clear, or Preliminary credential. A candidate who holds only an emergency or internship credential will be placed on Column A and on:

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

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

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

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

Children's Center Teachers' Monthly Salary Schedule – Effective July 1, 2023

Steps for 12 month Teachers										
Classification	A		B		C		D		E	
	Mo. (\$)	Hr. (\$)								
Teacher I (100)	3,443.14	19.87	3,667.91	21.17	3,911.91	22.57	4,167.49	24.06	4,439.75	25.61
Teacher II (101)	3,667.91	21.17	3,911.91	22.57	4,167.49	24.06	4,439.75	25.61	4,736.42	27.33
Teacher III (102)	3,911.91	22.57	4,167.49	24.06	4,439.75	25.61	4,736.42	27.33	5,053.65	29.18
Teacher IV (103)	4,110.97	23.73	4,376.82	25.28	4,667.07	26.93	4,979.15	28.73	5,297.65	30.57
	A+15 yrs. Long.		B+15 yrs. long.		C+15 yrs. long.		D+15 yrs. long.		E+15 yrs. long.	
Teacher I (200)	3,628.09	20.94	3,852.85	22.23	4,096.86	23.65	4,352.44	25.11	4,624.69	26.69
Teacher II (201)	3,852.85	22.23	4,096.86	23.65	4,352.44	25.11	4,624.69	26.69	4,922.65	28.39
Teacher III (202)	4,096.86	23.65	4,352.44	25.11	4,624.69	26.69	4,922.65	28.39	5,238.57	30.24
Teacher IV (203)	4,295.91	24.80	4,561.77	26.33	4,852.00	28.00	5,164.10	29.80	5,482.60	31.65
	A+20 yrs. Long.		B+20 yrs. long.		C+20 yrs. long.		D+20 yrs. long.		E+20 yrs. long.	
Teacher I (300)	3,703.88	21.38	3,928.60	22.67	4,172.63	24.09	4,426.92	25.54	4,700.47	27.13
Teacher II (301)	3,928.60	22.67	4,172.63	24.09	4,426.92	25.54	4,700.47	27.13	4,997.14	28.84
Teacher III (302)	4,172.63	24.09	4,426.92	25.54	4,700.47	27.13	4,997.14	28.84	5,314.35	30.66
Teacher IV (303)	4,371.70	25.22	4,637.53	26.76	4,927.77	28.43	5,239.85	30.24	5,558.35	32.09

Steps for 12 month Lead Teachers										
Classification	A		B		C		D		E	
	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)
Lead Teacher I 104	4,039.05	23.29	4,515.53	26.05	4,588.73	26.49	4,885.40	28.21	5,210.33	30.06
Lead Teacher II 105	4,302.35	24.82	4,588.73	26.49	4,885.40	28.21	5,210.33	30.06	5,553.23	32.05
Lead Teacher III 106	4,515.53	26.05	4,810.90	27.77	5,128.12	29.59	5,469.76	31.59	5,829.34	33.63
	A+15 yrs. Long.		B+ 15 yrs. long.		C+15 yrs. long.		D+15 yrs. long.		E+15 yrs. long.	
Lead Teacher I 204	4,224.00	24.37	4,701.76	27.13	4,773.67	27.56	5,070.32	29.25	5,395.26	31.12
Lead Teacher II 205	4,487.28	25.90	4,773.67	27.56	5,070.32	29.25	5,395.26	31.12	5,738.16	33.12
Lead Teacher III 206	4,701.76	27.13	4,995.85	28.80	5,314.35	30.66	5,654.68	32.62	6,014.28	34.71

Children's Center Teachers' Monthly Salary Schedule – Effective July 1, 2023

	A+20 yrs. Long.		B+20 yrs. long.		C+20 yrs. long.		D+20 yrs. long.		E+20 yrs. long.	
Lead Teacher I 304	4,299.77	24.81	4,776.24	27.57	4,849.43	27.99	5,146.11	29.68	5,471.03	31.59
Lead Teacher II 305	4,561.77	26.33	4,849.43	27.99	5,146.11	29.68	5,471.03	31.59	5,813.93	33.54
Lead Teacher III 306	4,776.24	27.57	5,071.62	29.26	5,388.83	31.08	5,730.46	33.08	6,090.05	35.14

Steps for 11 month Teachers										
Classification	A		B		C		D		E	
	Mo. (\$)	Hr. (\$)								
Teacher I (400)	3,131.07	19.87	3,334.00	21.17	3,556.18	22.57	3,787.36	24.06	4,035.22	25.61
Teacher II (401)	3,334.00	21.17	3,556.18	22.57	3,787.36	24.06	4,035.22	25.61	4,307.47	27.33
Teacher III (402)	3,556.18	22.57	3,787.36	24.06	4,035.22	25.61	4,307.47	27.33	4,593.85	29.18
Teacher IV (403)	3,738.53	23.73	3,979.99	25.28	4,240.69	26.93	4,525.80	28.73	4,816.06	30.57
	A+15 yrs. Long.		B+15 yrs. long.		C+15 yrs. long.		D+15 yrs. long.		E+15 yrs. long.	
Teacher I (500)	3,300.61	20.94	3,502.23	22.23	3,724.41	23.65	3,956.86	25.11	4,203.45	26.69
Teacher II (501)	3,502.23	22.23	3,724.41	23.65	3,956.86	25.11	4,203.45	26.69	4,477.00	28.39
Teacher III (502)	3,724.41	23.65	3,956.86	25.11	4,203.45	26.69	4,477.00	28.39	4,763.40	30.24
Teacher IV (503)	3,908.07	24.80	4,149.52	26.33	4,410.21	28.00	4,694.04	29.80	4,985.58	31.65
	A+20 yrs. Long.		B+20 yrs. long.		C+20 yrs. long.		D+20 yrs. long.		E+20 yrs. long.	
Teacher I (600)	3,367.39	21.38	3,570.29	22.67	3,792.48	24.09	4,023.65	25.54	4,271.52	27.13
Teacher II (601)	3,570.29	22.67	3,792.48	24.09	4,023.65	25.54	4,271.52	27.13	4,543.78	28.84
Teacher III (602)	3,792.48	24.09	4,023.65	25.54	4,271.52	27.13	4,543.78	28.84	4,831.47	30.66
Teacher IV (603)	3,974.84	25.22	4,217.57	26.76	4,478.29	28.43	4,762.09	30.24	5,053.65	32.09

Children's Center Teachers' Monthly Salary Schedule – Effective July 1, 2023

	Steps for 11 month Lead Teachers									
Classification	A		B		C		D		E	
	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)	Mo. (\$)	Hr. (\$)
Lead Teacher I 404	3,670.47	23.29	4,104.57	26.05	4,172.63	26.49	4,441.04	28.21	4,735.15	30.06
Lead Teacher II 405	3,910.64	24.82	4,172.63	26.49	4,441.04	28.21	4,735.15	30.06	5,047.22	32.05
Lead Teacher III 406	4,104.57	26.05	4,374.25	27.77	4,664.50	29.59	4,971.44	31.59	5,301.50	33.63
	A+15 yrs. Long.		B+ 15 yrs. long.		C+15 yrs. long.		D+15 yrs. long.		E+15 yrs. long.	
Lead Teacher I 504	3,840.01	24.37	4,274.09	27.13	4,340.85	27.56	4,610.57	29.25	4,904.67	31.12
Lead Teacher II 505	4,080.15	25.90	4,340.85	27.56	4,610.57	29.25	4,904.67	31.12	5,216.76	33.12
Lead Teacher III 506	4,274.09	27.13	4,543.78	28.80	4,834.04	30.66	5,140.96	32.62	5,471.03	34.71
	A+20 yrs. Long.		B+20 yrs. long.		C+20 yrs. long.		D+20 yrs. long.		E+20 yrs. long.	
Lead Teacher I 604	3,908.07	24.81	4,340.85	27.57	4,408.93	27.99	4,677.35	29.68	4,972.72	31.59
Lead Teacher II 605	4,146.94	26.33	4,408.93	27.99	4,677.35	29.68	4,972.72	31.59	5,284.82	33.54
Lead Teacher III 606	4,340.85	27.57	4,611.86	29.26	4,900.82	31.08	5,207.75	33.08	5,539.10	35.14

- a. Longevity pay shall be granted to Children's Center teachers:
 - (1) upon completion of sufficient years of service in the Covina-Valley Unified School District;
 - (2) for paid service in the unit member's regular position only, excluding temporary, substitute and all other extra pay assignments.
- b. Longevity pay shall be granted to unit members occupying full-time positions by increasing their regular monthly salary as follows (incorporated in previous pages of salary schedule):
 - (1) \$183.95 beginning in the first month of the 15th year of District service.
 - (2) \$260.49 beginning in the first month of the 20th year of District service.
- c. Unit members occupying part-time positions shall be granted longevity pay prorated on their scheduled workday and workweek as it compares to the regular 8-hour day and 40-hour week standard.
- d. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service in a probationary or permanent certificated position shall not be counted.

Educational Requirements

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

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

Career Technical Education (CTE) Teacher Salary Schedule
Effective 7/1/2023

(All Schedules are paid in 11 monthly payments)

CTE Salary for members hired prior to November 30, 2022 will be paid at their current rate until the salary schedule meets or exceeds their contracted rate of pay according to the schedule below:

Column 1	Column 2	Column 3	Column 4
\$ 5,543.83	\$ 6,863.11	\$ 7,468.59	\$ 8,072.32

CTE Teachers employed after November 30, 2022 will follow the new schedule below:

Years of Educational Service	<u>Column Pre A</u> <u>Industry Experience Only</u>	<u>Column A</u> <u>(BA/BS + Industry Experience)</u>
1	\$ 5,237.34	\$ 5,476.53
2	\$ 5,487.42	\$ 5,726.62
3	\$ 5,742.87	\$ 5,982.07
4	\$ 6,013.02	\$ 6,252.21
5	\$ 6,292.51	\$ 6,531.71
6	\$ 6,588.07	\$ 6,827.27
7	\$ 6,895.70	\$ 7,134.90
8		\$ 7,455.85

EXPLANATORY NOTES

1. Experience Credit: A maximum of 7 years of acceptable full-time industry and/or full time CTE teaching experience outside the Covina-Valley Unified School District will be recognized on this Schedule.
2. Degrees: BA refers to a bachelor's degree from an accredited institution in a field pertinent to the position.
3. Credentials: Placement on the teacher salary schedule requires possession of a regular California credential valid for the grade level and/or subject(s) taught, or service rendered. A regular credential is defined as one of the following: Life, Clear, Professional Clear, or Preliminary credential.

Adult Education Teacher Salary

Effective July 1, 2023

Step 1	Less than 2 years of experience	\$50.73 per hour
Step 2	2 or more but less than 4 years of experience	\$55.21 per hour
Step 3	4 or more years of experience	\$59.66 per hour

Teacher Extra Duty Pay Schedule:

Effective July 1, 2023

Hourly Rates for service performed in addition to a regular professional day:

Employee Consultant	\$66.51 per hour
Home Teacher	\$66.51 per hour
In-Staff Substitute (grades K-5)	\$66.51 per hour
Period Substitute (grades 6-12)	\$66.51 per hour
Speech & Language Pathologist	\$73.90 per hour
Nurses	\$73.90 per hour
Summer School Teacher	\$66.51 per hour
Work Experience Employee	\$66.51 per hour

Training (Supervising) Teacher Amount of honorarium paid by college

Substitute Teaching Rates

The information below relative to non-contract substitutes is current as of February 1, 2023 and is subject to change at the district's discretion.

** Compensation for substitute teachers is set solely by the district and not subject to negotiation by the Association.

Substitute Adult Education Teacher	\$40.98 per hour
Substitute Children's Center Teacher	Hourly equivalent of Step A of applicable Children's Center Teacher classification
Daily Substitute Teacher	\$210.00 per day

<p>Long Term Substitute Teacher</p> <p>When a substitute serves one assignment for 20 or more consecutive days. Such pay shall begin on the 21st day. Should the substitute take responsibility for lesson planning, grading, and parent communication prior to the 21st day, they shall immediately be placed on the long-term substitute salary schedule for the duration of the assignment</p>	<p>\$250.00 per day</p>
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Job Share Substitution

When a job-share teacher substitutes for their job share partner, placement shall be on the appropriate column of the following schedule:

<p><u>\$273.83</u></p>	<p><u>\$284.93</u></p>	<p><u>\$296.36</u></p>	<p><u>\$308.20</u></p>	<p><u>\$320.50 per day</u> <u>(Job Share)</u></p>
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Extra Duty Salary Schedule - Grades 9-12 (per year or per season)

Level I	\$4,661.00
Level II	\$5,436.00
Level III	\$6,280.00
Level IV	\$7,005.00
Level V	\$9,663.00

Level V (2 per site) Athletic Director Boys Athletic Director Girls (paid monthly)	Level IV (1 per site) Varsity Head Football Coach	
Level III (26 per site) Varsity Head Coach	Level II (31 per site) Varsity Assistant Coach Head Junior Varsity Head Freshman Coach Director/Advisor as listed	Level I (19 per site) Assistant Junior Varsity/ Freshman Coach Director/Advisor as listed Assistant Director/Advisor as listed
Position Options (paid seasonal)	Position Options (paid seasonal)	Position Options (paid seasonal)
Baseball Coach Basketball Coach Cheer/Traditional Coach Cheer/Stunt Coach Cross Country Coach eSports Coach Flag Football Coach Golf Coach Soccer Coach Softball Coach Swimming and Diving Coach Tennis Coach Track and Field Coach Volleyball Coach Water Polo Girls Coach Water Polo Boys Coach Wrestling Coach Band Director	Baseball Coach Basketball Coach Cross Country Coach Flag Football Coach Football Coach Golf Coach Soccer Coach Softball Coach Swimming and Diving Coach Tennis Coach Track and Field Coach Volleyball Coach Water Polo Girls Coach Water Polo Boys Coach Wrestling Coach Assistant Cheer/Traditional Coach Assistant Cheer/Stunt Coach Color Guard Advisor	Baseball Coach Basketball Coach Cross Country Coach Football Coach Golf Coach Soccer Coach Softball Coach Swimming and Diving Coach Tennis Coach Track and Field Coach Volleyball Coach Wrestling Coach Assistant Band Director Athletic Conditioning Coach
Undesignated (1)*	Undesignated (up to 2)*	Undesignated (up to 3)*

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

All stipends are paid for extra duties and are paid on a monthly basis effective March 1, 2023, except for coaching stipends which will be paid seasonal (see chart above).

Extended Season – An extended season stipend of 10% per week (Monday – Sunday) will be provided to all varsity coaches, declared at the start of the season, who directly coach athletes still in CIF-sanctioned playoff competition.

The designated coaching stipends for Cheer/Traditional (Levels II and III), Cheer/Stunt (Levels II and III), eSports (Level III), Flag Football (Levels II and III), and Water Polo Girls and Water Polo Boys (Levels II and III) shall only be available for the designated sports and are not subject to allocation to other sports, activities, and/or positions should any of the designated positions be unfilled.

*** The stipends for Choral Director (Level II), Drama (Level II), Academic Competition Advisor (Level I), Assistant Drama Coach (Level I), Journalism Advisor (Level I), Forensics Advisor (Level I), and Yearbook Advisor (Level I) shall be moved to Appendix B – Stipends. These stipends shall only be available for the designated sport/activity/position and are not subject to allocation to other sports, activities, and/or positions should the designated position be unfilled. ***

APPENDIX B

STIPENDS

Covina-Valley Unified School District

Stipend Name	Number per Site	Funding Source	Rate Per Stipend	Pay Schedule
Elementary Stipends				
Academic Leaders: Grade Level Chair	0-300 Students = 3 per site	S/C	\$ 3,253.00	Monthly
	301-550 = 5 per site	S/C	\$ 3,253.00	Monthly
	551 or above = 7 per site	S/C	\$ 3,253.00	Monthly
PLC Achievement Leader:	6 per site (TK/K, 1-5)	S/C	\$ 1,635.00	Monthly
Content Level Leader				
Mandated Assessment Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Tech Mentor	1 per site	S/C	\$ 1,635.00	Monthly
STEM Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Engagement/Enrichment	2 per site	S/C	\$ 1,635.00	Monthly
Site ELD Coordinator	1 per site	S/C	\$ 1,635.00	Monthly
Honor Society Advisory	1 per site	S/C	\$ 1,635.00	Monthly
Site Saturday School Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Site Discretionary	May be split	General Fund	\$ 2,724.00	Monthly
Combination Classes	Varies	General Fund	\$ 3,000.00	Monthly
Dual Language Teacher	Varies	General Fund	\$ 1,635.00	Monthly
Special Education	Varies	General Fund	\$ 3,270.00	Monthly
Special Education PreK (CVCC)	As of July 1, 2024		\$ 2,656.25	Monthly
Special Education TK-5	As of July 1, 2024		\$ 5,312.50	Monthly
Middle School Stipends				
Academic Leaders: Department Chair	7 per site	S/C		Monthly
	Under 17 coordination periods	S/C	\$ 3,252.00	Monthly
	17-30 coordination periods	S/C	\$ 3,492.00	Monthly
	31-45 coordination periods	S/C	\$ 3,796.00	Monthly
	46 or more coordination periods	S/C	\$ 4,097.00	Monthly
PLC Achievement Leader:	14 per site	S/C	\$ 1,635.00	Monthly
Course Level Leader	3 ELA, 3 math, 3 science, 3 social science, 1 PE, 1 Electives	S/C	\$ 1,635.00	Monthly
Tech Mentor	1 per site	S/C	\$ 1,635.00	Monthly
STEM Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Engagement/Enrichment	4 per site	S/C	\$ 1,635.00	Monthly
Site ELD Coordinator	1 per site	S/C	\$ 1,635.00	Monthly
Honor Society Advisory	1 per site	S/C	\$ 1,635.00	Monthly
Special Coordinator (AVID/IB)	1 per site	S/C	\$ 3,270.00	Monthly
Site Saturday School Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Athletic Coaches	15 per site (3 seasons)	General Fund	\$ 1,635.00	Seasonal
Special Education	Varies	General Fund	\$ 1,635.00	Monthly
Special Education Secondary Teachers	As of July 1, 2024		\$ 2,656.25	Monthly
High School Stipends				
Academic Leaders: Department Chair	9 per site	S/C		Monthly
Comprehensive HS	Under 17 coordination periods	S/C	\$ 3,252.00	Monthly
	17-30 coordination periods	S/C	\$ 3,492.00	Monthly
	31-45 coordination periods	S/C	\$ 3,796.00	Monthly
	46 or more coordination periods	S/C	\$ 4,097.00	Monthly
Academic Leaders: Department Chair	3 per site	S/C		
Continuation HS	Under 17 coordination periods	S/C	\$ 3,252.00	Monthly

Covina-Valley Unified School District

	17-30 coordination periods	S/C	\$ 3,493.00	Monthly
	31-45 coordination periods	S/C	\$ 3,796.00	Monthly
	46 or more coordination periods	S/C	\$ 4,097.00	Monthly
PLC Achievement Leader (Comprehensive)	14 per site	S/C	\$ 1,635.00	Monthly
PLC Achievement Leader (Continuation))	2 per site	S/C	\$ 1,635.00	Monthly
Course Level Leader (Comprehensive)	4 ELA, 3 math(I, II, III), 3 2 social science, 1 PE, 1 Electives			Monthly Monthly
Tech Mentor	1 per site	S/C	\$ 1,635.00	Monthly
STEM Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Engagement/Enrichment	4 per site	S/C	\$ 1,635.00	Monthly
Site ELD Coordinator	1 per site	S/C	\$ 1,635.00	Monthly
Honor Society Advisory	1 per site	S/C	\$ 1,635.00	Monthly
Special Coordinator (AVID/IB)	2 per site	S/C	\$ 3,270.00	Monthly
Site Saturday School Facilitator	1 per site	S/C	\$ 1,635.00	Monthly
Special Education	Varies	General Fund	\$ 1,635.00	Monthly
Assistant Drama Coach	1 per site		\$ 4,661.00	Monthly
Forensics Advisor	1 per site		\$ 4,661.00	Monthly
Journalism Advisor	1 per site		\$ 4,661.00	Monthly
Yearbook Advisor	1 per site		\$ 4,661.00	Monthly
Academic Competition Advisor	1 per site		\$ 4,661.00	Monthly
Drama Coach	1 per site		\$ 5,436.00	Monthly
Choral Director	1 per site		\$ 5,436.00	Monthly
Special Education Secondary Teacher	As of July 1, 2024		\$ 2,656.25	Monthly
Special Education Adult Transition/Med Frag	As of July 1, 2024		\$ 2,656.25	Monthly
Athletic or Extra Duty Coaches				
Level I	25 per site	General Fund	\$ 4,661.00	Seasonal
Level II	30 per site	General Fund	\$ 5,436.00	Seasonal
Level III	23 per site	General Fund	\$ 6,280.00	Seasonal
Level IV	1 per site	General Fund	\$ 7,005.00	Seasonal
Level V	1 per site	General Fund	\$ 9,663.00	Seasonal

***Level I Position Options**

Baseball Coach
Basketball Coach
Cross Country Coach
Football Coach
Golf Coach
Soccer Coach
Softball Coach
Swimming/Diving Coach
Tennis Coach
Track and Field Coach
Volleyball Coach
Wrestling Coach
Assistant Band Director
Strength and Conditioning Coach
Undesignated (up to 3)^

Covina-Valley Unified School District

****Level II Position Options**

- Baseball Coach
- Basketball Coach
- Cross Country Coach
- Football Coach
- Golf Coach
- Soccer Coach
- Softball Coach
- Swimming/Diving Coach
- Tennis Coach
- Track and Field Coach
- Water Polo Coach
- Volleyball Coach
- Wrestling Coach
- Color Guard Advisor
- Assistant Cheer/Pep Coach
- Undesignated (up to 2)^

*****Level III Position Options**

- Baseball Coach
- Basketball Coach
- Cross Country Coach
- Golf Coach
- Soccer Coach
- Softball Coach
- Swimming/Diving Coach
- Tennis Coach
- Track and Field Coach
- Water Polo Coach
- Volleyball Coach
- Wrestling Coach
- Band Director
- Cheer/Pep Coach
- Undesignated (1)^

^Undesignated positions to meet site needs;

Note: An extended season stipend of 10% per week (Monday - Sunday) will be provided to all varsity coaches, declared at the start of the season, who directly coaches athletes still in CIF-sanctioned playoff competition

Additional CUEA Stipends

PAR Consulting Teacher (Voluntary)	varies	General Fund	\$ 3,229.00	Monthly
PAR Consulting Teacher (Referred)	varies	General Fund	\$ 5,861.00	Monthly
PAR Joint Panel Member		General Fund	\$ 2,140.00	Monthly

Stipends

Academic Leaders (ES: Grade Level Chair; at MS/HS: Department Chair)

Positions:

- ES up to 300 may have 3
- 301-550 may have 5
- 551 and above may have 7
- MS may have 7 (one per department: English, Social Science, Science, Math, Sp Ed, PE, Electives)
- HS may have 9 (one per department: English, Social Science, Science, Math, Sp Ed, PE, Foreign Language, Electives, VAPA)
- Continuation HS may have 3

Stipend Amount:

- ES - Extra Duty Salary Schedule Coordinator; paid "under 17 coordinator periods" o MS and HS - Extra Duty Salary Schedule Coordinator; paid within # of coordinator periods

Purpose:

- To provide curriculum and instructional leadership in grade levels and/or department levels

Expectations:

- The academic leaders are the ILT, and they lead their grade level and/or department.
- The academic leaders are required to attend any district-run professional development (District Focused School Meetings) and two on-site ILT meetings per month (outside of PD/PLC/ADMIN TIME) assist the PLCs.
- At the ES level, assist SSTs.
- At the MS and HS level, assist curriculum focus groups.
- Promote disciplined collaboration with the purpose of improving teaching, learning, and leadership.
- Build positive, trusting relationships among their team members.
- Assist their team members identify specific, measurable performance goals and select strategies for improving performance in an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.
- Lead all grade level or department level meetings, set norms, plan agendas in collaboration with the school ILT agenda, chair meetings, serve as direct communication link between the site administration and grade level or department.
- Submit all agendas and plans to site Principal on a monthly basis.
- Participate in district-level curriculum pacing, adoptions, and assessment committees and work with site administration to designate volunteer site representatives that form committees from grade levels and/or content areas.
- Assist in the planning of professional development on site.

PLC Achievement Leader (ES: Content Level Leader at MS/HS: Course Level Leader)

Positions:

- ES may have 6 (1 for TK/K and 1 for each grade 1-5)
- MS may have 14 (3 for ELA, 3 for math, 3 for science, 3 for social science, 1 PE, 1

- electives)
- HS may have 14 (4 for ELA, 3 for math (math I, II, III and above), 3 for science, 2 for social science, 1 PE, 1 elective)
- Continuation HS (2)

Stipend Amount:

- \$1,635.00

Purpose:

- To provide curriculum and instructional leadership in content levels.

Expectations:

- All PLC Achievement Leaders will work with the Academic Leaders and lead their content PLC.
- Attend District professional development on PLCs.
- Promote disciplined collaboration with the purpose of improving teaching, learning, and leadership.
- Build positive, trusting relationships among their team members.
- Assist their PLCs identify specific, measurable performance goals, CFAs and select strategies for improving performance in an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.
- Assist in the planning of professional development on-site and lead/run professional development on site.
- Submit all agendas, plans, CFAs, and data outcomes to site Principal on a monthly basis.

Mandated Assessment Facilitator

Positions:

- ES only - 1 per site

Stipend Amount:

- \$1,635.00

Purpose:

- To provide support to teachers and site administrators with planning and implementation of the current Mandated Assessments.

Expectations:

- Attend ALL full-day, half-day and after-school trainings/meetings as needed to learn how to implement testing, including logins, logistics, administration of assessments, scoring, and retrieval of data.
- Coordinate the testing schedule with the site administration.
- Collaborate with site administration and district Technology Support Services to evaluate technology needs for test administration.
- Prepare and train site staff to administer Mandated Assessments; CAASPP.

Tech Mentor

Positions:

- 1 per site

Stipend Amount

- \$1,635.00

Purpose:

- Serve as a site and district resource for technology integration as a lead technology learner by modeling lessons, providing site support/training, and troubleshooting for Technology.

Expectations:

- Attend technology Trainer of Trainer Workshops.
- Provide before, during, and after school trainings in technology to site teachers.
- Provide support and troubleshooting to site teachers in full implementation.
- Attend tech mentor meetings after school.
- Attend Innovative Education Technology Committee Meetings.
- Support site teachers with integrating technology in the classroom as a tool to increase student learning.

STEM Facilitator

Positions:

- ES only - 1 per site

Stipend Amount:

- \$1,635.00

● Purpose:

- Serve as a site and district resource for STEM/NGSS integration as a lead technology learner by modeling lessons, providing site support/training, and troubleshooting for STEM/NGSS integration at the elementary level.

Expectations:

- Provide before, during, and after-school trainings in STEM/NGSS to site teachers.
- Attend STEM/NGSS Facilitator meetings after school.
- Support site teachers with integrating STEM/NGSS in the classroom as a tool to increase student learning.
- Attend STEM/NGSS Workshops.
- Provide before, during, and after-school trainings in STEM/NGSS to site teachers.
- Support site teachers with integrating STEM in the classroom as a tool to increase student learning.

Engagement/Enrichment

Positions:

- ES: 2 per site
- MS and HS: 4 per site

Stipend Amount:

- \$1,635.00
- Purpose:
- Create engaging environments to deepen student understanding and connectedness of their regular academic school day learning by integrating a variety of activities into before/after school clubs that provide elementary to high school students with enjoyable and interesting academically based enrichment clubs designed to boost confidence and curiosity and help students explore their potential.
- May include any of the following clubs: Enrichment facilitator, Student Council facilitator for ES only, math team facilitator, Math Olympiad, math Cannes, STEM facilitator for MS/HS only, Science Olympiad, Science Bowl, Academic Decathlon Advisor, Knowledge Master Open Advisory, Sister City, Model United Nations, Show Choir 6-8/9-12, Drama 6-8, Mock Trials, Robotics/Coding Club, PreAP Coordinator.

Expectations:

- Facilitators will facilitate clubs and activities that provide elementary to high school students with:
- Enjoyable and interesting academically based enrichment clubs designed to boost confidence and curiosity and help students explore their potential.
- A clear academic purpose, such as literacy competency, mathematics, communication, and problem solving.
- A platform for students to demonstrate effectively what they have learned.
- Student ownership by offering a variety of clubs, many of which were student initiated.
- A relaxed supportive environment where students can successfully complete homework and club projects to reinforce school day learning.

Site ELD Coordinator

Positions:

- 1 per site

Stipend Amount:

- \$1,635.00
- Purpose:
- Serve as a site and district resource for English Language Development by modeling lessons, providing site support/training, and creating resources to support teachers with ELD instruction.

Expectations:

- Facilitate the English Learner Leadership E3L Group.
- Provide before, during, and after-school trainings in the ELD Standards and effective ELD strategies for site teachers to use in the classroom.
- Provide support to site teachers with creating catch-up plans for ELD students not making adequate progress.
- Assist teachers with analyzing student California State ELD assessments and redesignation criteria.

Honor Society Advisory

Positions:

- 1 per site

Stipend Amount:

- \$1,635.00

Purpose:

- Create enthusiasm for scholarship and college going culture on campus. Stimulate desire to provide service to others. Promote leadership throughout school and community. Develop character in students of the school.

Expectations:

- Supervise functions that may extend beyond the normal contractual day.
- Supervise equitable selection and induction of new membership, election of officers, and discipline or dismissal procedures.
- Supervise planning and implementing all meetings and activities, including the recording of minutes.
- Supervise the development of annual service projects.
- Assist in planning and organizing fundraising activities following district procedures.
- Responsible for financial aspects of the organization.
- HS ONLY: As part of the National Honor Society, facilitate all additional roles and responsibilities outlined within the agreement.

Special Coordinator (AVID/IB)

Positions:

- MS: 1 per site
- HS: 2 per site

Stipend Amount:

- \$3,270.00

Purpose:

- Organizes curriculum and activities for site AVID/IB program and is committed to serving the needs of the students. Works with colleagues and counselors to implement program methodologies school wide, place students in college-preparatory curriculum, and guide students through the college application/selection process. The coordinator facilitator embeds best teaching practices, supports students, develops family and community outreach, but also works with the district personnel and divisions that oversee the special program's implementation, funding, and evaluation.

Expectations:

- Coordinate with feeder schools to recruit students.
- Create relationships/communication system with counseling team to address student needs, placement, and ongoing scheduling changes.
- Recruit content area teachers to be trained in AVID/IB methodologies.
- Ensure AVID/IB students are programmed in Path trained teachers' classes.

- Coordinate/facilitate site level curriculum conversations.
- Help AVID/IB teachers develop a vertical, articulated curriculum as the program expands.
- Establish a recruitment, training, monitoring, and retainment process for tutors.
- Complete/submit all applicable data, membership, and/or certification documents.
- Coordinate/facilitate collection of site data to help analyze progress of program.
- Work with site administration to create an AVID/IB site budget.
- Coordinate arrangements for college field trips.

Site Saturday School Facilitator

Positions:

- All sites: 1 per site

Stipend Amount:

- \$1,635.00 plus hourly pay for Saturday; up to 6 hours per Saturday

Purpose:

- Promote positive attendance, academic enrichment, and provide opportunities for students to make up missed school days.

Expectations:

- Facilitate attendance rewards and Saturday School events.
- Coordinate invitations and registrations.
- Work with the principal and staff to encourage positive attendance.
- Recruit teachers and make teacher assignments and schedules for Saturday School.
- During Saturday School manage recess and/or snack to include, if applicable, equipment, sack lunch distribution, cleanup, and garbage.

Additional Stipends

- ES: Combination Classes, Special Education Teachers (DHH, Itinerant, APE, ATP), Dual Language Teachers, Site Discretionary.
- MS: Special Education Teachers (DHH, Itinerant, APE, ATP), Athletic Coaches (MS - not to exceed 15 per year over 3 seasons).
- HS: Special Education Teachers (DHH, Itinerant, APE, ATP), Level I, Level II, Level III (HS - not to exceed guidelines set forth in AR 4321.3b) and all additional/undesigned stipends per level must be approved by Educational Services by September 1 of each school year, in writing.

APPENDIX C

CALENDARS

Covina-Valley Unified School District 2023-2024 School Calendar

August 2023				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2023				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

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

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

December 2023				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	F	F	F
25	26	27	28	29

January 2024				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	*26
29	30	31		

February 2024				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2024				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024				
M	T	W	TH	F
F	F	M	**MS / HS M 6	
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Instructional Days Taught			
Sch. Month	TK-5	6-8	9-12
8/21 - 9/15	18	18	18
9/18 - 10/13	20	20	20
10/16 - 11/10	19	19	19
11/13 - 12/8	14	15	15
12/11 - 1/5	10	10	10
1/8 - 2/2	18	18	18
2/5 - 3/1	18	18	18
3/4 - 3/29	20	20	20
4/1 - 4/26	15	15	15
4/29 - 5/24	20	20	20
5/27 - 6/6	8	7	7
Totals	180	180	180

Holidays for 2023-24

- Sep 4 Labor Day
- Nov 10 Veterans Day
- Nov 23 Thanksgiving Day
- Nov 24 Local Holiday
- Dec 25 Christmas Day
- Dec 26 Local Holiday (CSEA)
- Jan 1 New Year's Day
- Jan 2 Local Holiday (CSEA)
- Jan 15 Martin Luther King Day
- Feb 12 Local Holiday (CSEA)
- Feb 19 President's Day
- May 27 Memorial Day
- June 19 Juneteenth

Winter Break

Dec 25, 2023 - Jan 5, 2024
(District Office closed)

Spring Break

Apr 1-5, 2024

TK-12th Grade Student Holidays

9/1, 11/20-22, 12/27-29, 1/3-5, 4/1-5

*Teacher Professional

Development Day - No Students

1/26 (All TK-12)

**Teacher Work Day - No Students by Grade Level

ES -11/17, MS - 6/6, HS - 6/6

F - Final Exams - High School Only

12/20-22 and 6/3-5

M - Minimum Days

ES -12/22 6/3, 6/6 and 2 days TBD

MS - 12/22, 6/3-5 and 2 days TBD

HS - 2 days TBD

School Year and Grading Period Information 2023-2024

New Teacher Workyear

August 15, 2023- June 6, 2024 (186 days)

Teacher Workyear

August 17, 2023 - June 6, 2024 (184 days)

<u>TK-5 School Year</u> August 21, 2023 – June 6, 2024 Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 21, 2023 – November 7, 2023 November 8, 2023 – March 1, 2024 March 4, 2024 – June 6, 2024
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<u>6-8 School Year</u> August 21, 2023 – June 5, 2024 Every Tuesday is an early release day (8 th grade promotion will be held on June 6, 2024)	<u>6-8 Grading Periods</u> August 21, 2023 – October 20, 2023 October 23, 2023 – December 22, 2023 January 8, 2024 – March 15, 2024 March 18, 2024 – June 5, 2024
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<u>9-12 School Year</u> August 21, 2023 – June 5, 2024 Semester 1 Finals – December 20-22, 2023 Semester 2 Finals – June 3-5, 2024	<u>9-12 Grading Periods</u> First Semester August 21, 2023 – December 22, 2023 Second Semester January 8, 2024 – June 5, 2024
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Covina-Valley Unified School District 2024-2025 School Calendar

August 2024				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2024				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2024				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	ES
25	26	27	28	29

December 2024				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	F	F	F
23	24	25	26	27
30	31			

January 2025				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	*24
27	28	29	30	31

February 2025				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2025				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

April 2025				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May 2025				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

June 2025				
M	T	W	TH	F
F	F	F, M	**MS / HR	6
M	M	4	MS	
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Instructional Days Taught				
Sch. Month	TK-5	6-8	9-12	
8/21 - 9/13	18	18	18	
9/16 - 10/11	20	20	20	
10/14 - 11/8	20	20	20	
11/11 - 12/6	13	14	14	
12/9 - 1/3	10	10	10	
1/6 - 1/31	18	18	18	
2/3 - 2/28	18	18	18	
3/3 - 3/28	20	20	20	
3/31 - 4/25	15	15	15	
4/28 - 5/23	20	20	20	
5/26 - 6/5	8	7	7	
Totals	180	180	180	

- Holidays for 2024-25**
- Sep 2 Labor Day
 - Nov 11 Veterans Day
 - Nov 28 Thanksgiving Day
 - Nov 29 Local Holiday (CSEA)
 - Dec 24 Local Holiday (CSEA)
 - Dec 25 Christmas Day
 - Dec 31 Local Holiday (CSEA)
 - Jan 1 New Year's Day
 - Jan 20 Martin Luther King Day
 - Feb 10 Local Holiday (CSEA)
 - Feb 17 President's Day
 - Apr 11 Spring Holiday (CSEA)
 - May 26 Memorial Day
 - June 19 Juneteenth Day
- Winter Break**
Dec 23, 2024 - Jan 3, 2025
(District Office closed)
- Spring Break**
Apr 7-11, 2025

- TK-12th Grade Student Holidays**
9/30, 11/25-27, 12/23, 26-27, 30, 1/1-3, 4/7-11
- *Teacher Professional Development Day - No Students**
1/24 (All TK-12)
- **Teacher Work Day - No Students by Grade Level**
ES -11/22, MS - 6/5, HS - 6/5
- F - Final Exams - High School Only**
12/18-20 and 6/2-4
- M - Minimum Days**
ES -12/20 6/4, 6/5 and 2 days
TBD
MS - 12/20, 6/2-4 and 2 days
TBD
HS - 2 days TBD

School Year and Grading Period Information 2024-2025

New Teacher Workyear

August 13, 2024- June 5, 2025 (186 days)

Teacher Workyear

August 15, 2024 - June 5, 2025 (184 days)

<u>TK-5 School Year</u> August 19, 2024 – June 5, 2025 Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 19, 2024 – November 5, 2024 November 6, 2024 – March 7, 2025 March 10, 2025 – June 5, 2025
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<u>6-8 School Year</u> August 19, 2024 – June 4, 2025 Every Tuesday is an early release day (8 th grade promotion will be held on June 5, 2025)	<u>6-8 Grading Periods</u> August 19, 2024 – October 20, 2024 October 21, 2024 – December 20, 2024 January 6, 2025 – March 14, 2025 March 17, 2025 – June 4, 2025
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<u>9-12 School Year</u> August 19, 2024 – June 4, 2025 Semester 1 Finals – December 18-20, 2024 Semester 2 Finals – June 2-4, 2025	<u>9-12 Grading Periods</u> First Semester August 19, 2024 – December 20, 2024 Second Semester January 6, 2025 – June 4, 2025
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Covina-Valley Unified School District 2025-2026 School Calendar

August 2025				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September 2025				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2025				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	*31

November 2025				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	*ES 21
24	25	26	27	28

December 2025				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January 2026				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2026				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2026				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2026				
M	T	W	TH	F
F, M	F, M	F, M	**MS/MS, H	5
		3	4	
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

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

- Holidays for 2025-26**
- Sep 1 Labor Day
 - Nov 11 Veterans Day
 - Nov 27 Thanksgiving Day
 - Nov 28 Local Holiday (CSEA)
 - Dec 24 Local Holiday (CSEA)
 - Dec 25 Christmas Day
 - Jan 1 New Year's Day
 - Jan 2 Local Holiday (CSEA)
 - Jan 19 Martin Luther King Day
 - Feb 9 Local Holiday (CSEA)
 - Feb 16 President's Day
 - April 1 Spring Holiday (CSEA)
 - May 25 Memorial Day
 - June 19 Juneteenth
- Winter Break**
Dec 22, 2025 - Jan 5, 2026
(District Office closed)
- Spring Break**
Apr 6-10, 2026

- TK-12th Grade Student Holidays**
8/29, 11/24-26, 12/22-23, 26-30, 1/2, 4/6-10
- *Teacher Professional Development Day - No Students**
10/31 (All TK-12)
- **Teacher Work Day - No Students by Grade Level**
ES - 11/21, MS - 6/4, HS - 6/4
- F - Final Exams - High School Only**
12/17-19 and 6/1-3
- M - Minimum Days**
ES - 12/19 6/3, 6/4 and 2 days TBD
MS - 12/19, 6/1-3 and 2 days TBD
HS - 2 days TBD

School Year and Grading Period Information 2025-2026

New Teacher Workyear

August 12, 2025- June 4, 2026 (186 days)

Teacher Workyear

August 18, 2025 - June 4, 2026 (184 days)

<u>TK-5 School Year</u> August 18, 2025 – June 4, 2026 Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 21, 2023 – November 7, 2023 November 8, 2023 – March 1, 2024 March 4, 2024 – June 6, 2024
<u>6-8 School Year</u> August 18, 2025 – June 3, 2026 Every Tuesday is an early release day (8 th grade promotion will be held on June 4, 2026)	<u>6-8 Grading Periods</u> August 18, 2025 – October 17, 2025 October 20, 2025 – December 19, 2025 January 5, 2026 – March 13, 2026 March 16, 2026 – June 4, 2026
<u>9-12 School Year</u> August 18, 2025 – June 3, 2026 Semester 1 Finals – December 17-19, 2025 Semester 2 Finals – June 1-3, 2026	<u>9-12 Grading Periods</u> First Semester August 18, 2025 – December 19, 2025 Second Semester January 5, 2026 – June 3, 2026

Covina-Valley Unified School District 2026-2027 School Calendar

August 2026				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

September 2026				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 2026				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	*30

November 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December 2026				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	F	F	F,M
21	22	23	24	25
28	29	30	31	

January 2027				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February 2027				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March 2027				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April 2027				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 2027				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June 2027				
M	T	W	TH	F
	F,M	F	F,M	**MS/MS M 4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Instructional Days Taught			
Sch. Month	TK-5	6-8	9-12
8/17 - 9/11	18	18	18
9/14 - 10/9	20	20	20
10/12 - 11/6	19	19	19
11/9 - 12/4	13	14	14
12/7 - 12/18	10	10	10
12/21 - 1/29	19	19	19
2/1 - 2/26	18	18	18
3/1 - 3/26	20	20	20
3/29 - 4/23	15	15	15
4/26 - 5/21	20	20	20
5/24 - 6/4	8	7	7
Totals	180	180	180

Holidays for 2026-27

- Sep 7 Labor Day
- Nov 11 Veterans Day
- Nov 26 Thanksgiving Day
- Nov 27 Local Holiday (CSEA)
- Dec 24 Local Holiday (CSEA)
- Dec 25 Christmas Day
- Dec 31 Local Holiday (CSEA)
- Jan 1 New Year's Day
- Jan 18 Martin Luther King Day
- Feb 8 Local Holiday (CSEA)
- Feb 15 President's Day
- Apr 9 Spring Holiday (CSEA)
- May 31 Memorial Day
- June 18 Juneteenth

Winter Break

Dec 21, 2026 - Jan 1, 2027
(District Office closed)

Spring Break

Apr 5-9, 2027

TK-12th Grade Student Holidays

Sept 4, Nov 24-26, Dec 22-23,
26-30, Jan 2, Apr 6-10

***Teacher Professional**

Development Day - No Students

Oct 30 (All TK-12)

****Teacher Work Day - No**

Students by Grade Level

ES - Nov 20, MS & HS - June 4

F - Final Exams - High School Only

Dec 16-18 and June 1,2,3

M - Minimum Days

ES - Dec 18 June 1,2,3 and 2 days

TBD

MS - Dec 18, June 1, June 3 and

2 days TBD

HS - 2 days TBD

See other side for more information

School Year and Grading Period Information 2026-2027

New Teacher Workyear

August 11, 2026- June 4, 2027 (186 days)

Teacher Workyear

August 17, 2026 - June 4, 2027 (184 days)

<u>TK-5 School Year</u> August 17, 2026 – June 4, 2027 Every Tuesday is an early release day	<u>TK-5 Grading Periods</u> August 21, 2023 – November 7, 2023 November 8, 2023 – March 1, 2024 March 4, 2024 – June 6, 2027
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<u>6-8 School Year</u> August 17, 2026 – June 3, 2027 Every Tuesday is an early release day (8 th grade promotion will be held on June 4, 2027)	<u>6-8 Grading Periods</u> August 17, 2026 – October 16, 2026 October 19, 2026 – December 18, 2026 January 4, 2027 – March 12, 2027 March 16, 2026 – June 4, 2027
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<u>9-12 School Year</u> August 17, 2026 – June 3, 2027 Semester 1 Finals – December 16-18, 2026 Semester 2 Finals – June 1-3, 2027	<u>9-12 Grading Periods</u> First Semester August 17, 2026 – December 18, 2026 Second Semester January 4, 2027 – June 3, 2027
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APPENDIX D

BELL SCHEDULES

Elementary Bell Schedule Option 2023-24
 Option 2 with a 8:30 start and P.O. 1:15-3:15

Option 1 with a 8:15 start and P.O. 1:00-3:00

Option 3: 8:15 start with two 10 minute recesses and P.O. 1:00 - 3:00

TK/ KINDERGARTEN	Early Out		Regular	Modified Minimum		Days*
	**	**		**	**	
Start	8:15	8:15	8:15	8:30	8:30	8:30
End	1:00	12:10	12:10	12:25	12:25	12:25
Subtotal Minutes	285	235	235	285	235	235
Less Lunch/recess	50	15	15	50	15	15
Daily Instructional	235	220	220	235	220	220
Min Number of Days	137	38	5	137	38	5

TK/ KINDERGARTEN	Early Out		Regular	Modified Minimum		Days*
	**	**		**	**	
Start	8:30	8:30	8:30	8:30	8:30	8:30
End	1:15	12:25	12:25	12:25	12:25	12:25
Subtotal Minutes	285	235	235	285	235	235
Less Lunch/Recess	50	15	15	50	15	15
Daily Instructional Min	235	220	220	235	220	220
Number of Days	137	38	5	137	38	5

TK/ KINDERGARTEN	Early Out		Regular	Modified Minimum		Days*
	**	**		**	**	
Start	8:15	8:15	8:15	8:15	8:15	8:15
End	1:00	12:10	12:10	12:10	12:10	12:10
Subtotal Minutes	285	235	235	285	235	235
Less Lunch/recess	50	15	15	50	15	15
Daily Instructional Min	235	220	220	235	220	220
Number of Days	137	38	5	137	38	5

GRADE 1 - 3						
Start	8:15	8:15	8:15	8:30	8:30	8:30
End	2:35	12:10	12:10	12:25	12:25	12:25
Subtotal Minutes	380	235	235	380	235	235
Less Recess	15	15	15	15	15	15
Less Lunch	45			45		
Total Minutes Number	320	220	220	320	220	220
of Days	137	38	5	137	38	5

GRADE 1 - 3						
Start	8:30	8:30	8:30	8:30	8:30	8:30
End	2:50	12:25	12:25	12:25	12:25	12:25
Subtotal Minutes	380	235	235	380	235	235
Less Recess	15	15	15	15	15	15
Less Lunch	45			45		
Total Minutes	320	220	220	320	220	220
Number of Days	137	38	5	137	38	5

GRADE 1 - 3						
Start	8:15	8:15	8:15	8:15	8:15	8:15
End	2:35	12:10	12:10	12:10	12:10	12:10
Subtotal Minutes	380	235	235	380	235	235
Less Recess	10 x2 = 20	15	15	15	15	15
Less Lunch	45			45		
Total Minutes	315	220	220	315	220	220
Number of Days	137	38	5	137	38	5

GRADE 4/ 5						
Start	8:15	8:15	8:15	8:30	8:30	8:30
End	2:35	12:10	12:10	12:25	12:25	12:25
Subtotal Minutes	380	235	235	380	235	235
Less Recess	15	15	15	15	15	15
Less Lunch	35			35		
Total Minutes	330	220	220	330	220	220
of Days	137	38	5	137	38	5

GRADE 4/ 5						
Start	8:30	8:30	8:30	8:30	8:30	8:30
End	2:50	12:25	12:25	12:25	12:25	12:25
Subtotal Minutes	380	235	235	380	235	235
Less Recess	15	15	15	15	15	15
Less Lunch	35			35		
Total Minutes	330	220	220	330	220	220
Number of Days	137	38	5	137	38	5

GRADE 4/ 5						
Start	8:15	8:15	8:15	8:15	8:15	8:15
End	2:35	12:10	12:10	12:10	12:10	12:10
Subtotal Minutes	380	235	235	380	235	235
Less Recess	15	15	15	15	15	15
Less Lunch	35			35		
Total Minutes	330	220	220	330	220	220
Number of Days	137	38	5	137	38	5

136 Regular Days

*6 Minimum Days: December 22, June 3,5,6, and site specific for BTSN and one for Showcase

***38 Modified Days - Every Tuesday:

August 22,29 September 5,12,19,26 October 3,10,17,24,31 November 7,14,28 December 5,12,19 January 9,16,23,30 February 6,13,20,27 March 5,12,19,26 April 9,16,23,30 May 7,14,21,28 June 4

Tuesday Time for the 2023-24 school year is designated for:

30 Admin Directed Hours

10 Grade Level Hours

26 Designated Teacher Time Hours (Nov 7, Feb 27, May 28 - DTT for report cards)

(DTT - on campus time to work in a self-directed manner to improve instruction and meet school and District instructional focus goals)

10 PLC Hours

Msoll 02/03/23
M. J. R... 02/03/23

MS Bell Schedule

6 Period Day

Regular Schedule

57 min periods, 4 min passing	
Period 1	8:00
Period 2	8:57
Period 3	9:01
Period 4	10:02
Lunch	11:03
Period 5	12:00
Period 6	12:35
Period 7	1:36
Period 8	2:37

Modified Day Schedule

36 min periods, 4 min passing	
Period 1	8:00
Period 2	8:40
Period 3	9:20
Break	9:56
Period 4	10:10
Period 5	10:50
Period 6	11:30
PD	1:00
	3:00

Minimum Day Schedule

37 min periods, 4 min passing	
Period 1	8:00
Period 2	8:41
Period 3	9:22
Break	9:59
Period 4	10:09
Period 5	10:50
Period 6	11:31
Period 7	12:12

7 Period Day

Regular Schedule

49 min periods, 4 min passing	
Period 1	8:00
Period 2	8:53
Period 3	9:46
Period 4	10:39
Lunch	11:28
Period 5	12:12
Period 6	1:05
Period 7	1:58
Period 8	2:47

Modified Day Schedule

32 min periods, 4 min passing	
Period 1	8:00
Period 2	8:36
Period 3	9:12
Break	9:44
Period 4	9:54
Period 5	10:30
Period 6	11:06
Period 7	11:42
Period 8	12:18
PD	1:00
	3:00

Minimum Day Schedule

31 min periods, 4 min passing	
Period 1	8:00
Period 2	8:35
Period 3	9:10
Break	9:41
Period 4	9:51
Period 5	10:26
Period 6	11:01
Period 7	11:36
Period 8	12:11

6 Period Day with Homeroom, no Break

Regular Schedule

52 min periods, 4 min passing	
Period 1	8:00
Period 2	8:56
Period 3	9:52
Period 4	10:48
Lunch	11:40
Period 5	12:19
Period 6	1:15
Homeroom	2:11
	2:47

Modified Day Schedule

36 min periods, 4 min passing	
Period 1	8:00
Period 2	8:40
Period 3	9:20
Break	9:56
Period 4	10:10
Period 5	10:50
Period 6	11:30
PD	1:00
	3:00

Minimum Day Schedule

37 min periods, 4 min passing	
Period 1	8:00
Period 2	8:41
Period 3	9:22
Break	9:59
Period 4	10:09
Period 5	10:50
Period 6	11:31
Period 7	12:12

Teachers teach 5 classes and have 1 prep for 2023-2024 prep periods= 5 prep p business (PLC Meetings)

137 Regular Days

37 Modified Days - Every Tuesday

August 22,28 September 5,12,19,26 October 3,10,17,24,31 November 7,14,28 Dec January 9,16,23,30 February 6,13,20,27 March 5,12,19,26 April 9,16,23,30 May 7,14,

6 Minimum Days: December 22, June 3,4,5 and 2 TBD site specific for BTSN and

Tuesday Time for the 2023-2024 School Year is designated for:

30 Admin Directed Hours; 10 Dept. Meeting Hours; 24 Designated Teacher Time (DTT) - on campus time to work in a self-directed manner to improve instruction

M. Zell

02/03/23

Michelle Brown

02/03/23

High School Bell Schedules 2023-2024

6 Pd with break			6 Pd without break			7 Pd with break			7 Pd without break			Block Sch		
Regular (61 min)			Regular (61 min)			Regular (52 min)			Regular (52 min)			Monday - Block 1/3/5 Every other Tuesday - Modified/Regular Wednesday Block 2/4/6 Thursday - Block 1/3/5 Friday Block 2/4/6		
Pd 1	8:30	9:31	Pd 1	8:30	9:31	Pd 1	8:30	9:22	Pd 1	8:30	9:22	Block (122 min)		
Pd 2	9:35	10:36	Pd 2	9:35	10:36	Pd 2	9:26	10:18	Pd 2	9:26	10:18			
Break	10:36	10:46	Pd 3	10:40	11:41	Pd 3	10:22	11:14	Pd 3	10:22	11:14			
Pd 3	10:50	11:51	Lunch	11:41	12:16	Break	11:14	11:24	Pd 4	11:18	12:10			
Pd 4	11:55	12:56	Pd 4	12:20	1:21	Pd 4	11:28	12:20	Lunch	12:10	12:45			
Lunch	12:56	1:31	Pd 5	1:25	2:26	Pd 5	12:24	1:16	Pd 5	12:49	1:41			
Pd 5	1:35	2:36	Pd 6	2:30	3:31	Lunch	1:16	1:51	Pd 6	1:45	2:37	Pd 1/2	8:30	10:32
Pd 6	2:40	3:41				Pd 6	1:55	2:47	Pd 7	2:41	3:33	Pd 3/4	10:36	12:38
						Pd 7	2:51	3:43				Lunch	12:38	1:13
Modified (42 min)			Modified (42 min)			Modified (34 min)			Modified (34 min)			Pd 5/6		
PD	7:45	9:45	PD	7:45	9:45	PD	7:45	9:45	PD	7:45	9:45	Regular (61 min)		
Pd 1	9:50	10:32	Pd 1	9:50	10:32	Pd 1	9:50	10:24	Pd 1	9:50	10:24	Pd 1	8:30	9:31
Pd 2	10:36	11:18	Pd 2	10:36	11:18	Pd 2	10:28	11:02	Pd 2	10:28	11:02	Pd 2	9:35	10:36
Pd 3	11:22	12:04	Pd 3	11:22	12:04	Pd 3	11:06	11:40	Pd 3	11:06	11:40	Pd 3	10:40	11:41
Pd 4	12:08	12:50	Lunch	12:04	12:39	Pd 4	11:44	12:18	Pd 4	11:44	12:18	Lunch	11:41	12:16
Lunch	12:50	1:25	Pd 4	12:43	1:25	Lunch	12:18	12:53	Lunch	12:18	12:53	Pd 4	12:20	1:21
Pd 5	1:29	2:11	Pd 5	1:29	2:11	Pd 5	12:57	1:31	Pd 5	12:57	1:31	Pd 5	1:25	2:26
Pd 6	2:15	2:57	Pd 6	2:15	2:57	Pd 6	1:35	2:09	Pd 6	1:35	2:09	Pd 6	2:30	3:31
						Pd 7	2:13	2:47	Pd 7	2:13	2:47			
Minimum (38 min)			Minimum (38 min)			Minimum (30 min)			Minimum (30 min)			Modified (42 min)		
Pd 1	8:30	9:08	Pd 1	8:30	9:08	Pd 1	8:30	9:00	Pd 1	8:30	9:00	PD	7:45	9:45
Pd 2	9:12	9:50	Pd 2	9:12	9:50	Pd 2	9:04	9:34	Pd 2	9:04	9:34	Pd 1	9:50	10:32
Pd 3	9:54	10:32	Pd 3	9:54	10:32	Pd 3	9:38	10:08	Pd 3	9:38	10:08	Pd 2	10:36	11:18
Break	10:32	10:42	Break	10:32	10:42	Break	10:08	10:18	Break	10:08	10:18	Pd 3	11:22	12:04
Pd 4	10:46	11:24	Pd 4	10:46	11:24	Pd 4	10:22	10:52	Pd 4	10:22	10:52	Lunch	12:04	12:39
Pd 5	11:28	12:06	Pd 5	11:28	12:06	Pd 5	10:56	11:26	Pd 5	10:56	11:26	Pd 4	12:43	1:25
Pd 6	12:10	12:48	Pd 6	12:10	12:48	Pd 6	11:30	12:00	Pd 6	11:30	12:00	Pd 5	1:29	2:11
						Pd 7	12:04	12:34	Pd 7	12:04	12:34	Pd 6	2:15	2:57
Finals (120 min)			Finals (120 min)			Finals (120/35 min)			Finals (120/35 min)			Minimum (38 min)		
Day 1	Pds 1,2		Day 1	Pds 1,2		Day 1			Day 1			Pd 1		
Day 2	Pds 3,4		Day 2	Pds 3,4		Pd 7 Final	8:30	10:30	Pd 7 Final	8:30	10:30	Pd 2		
Day 3	Pds 5,6		Day 3	Pds 5,6		Break	10:30	10:40	Break	10:30	10:40	Pd 3		
						Pd 1	10:44	11:19	Pd 1	10:44	11:19	Pd 3		
Per X	8:30	10:30	Per X	8:30	10:30	Pd 2	11:23	11:58	Pd 2	11:23	11:58	Break		
Break	10:30	10:40	Break	10:30	10:40	Pd 3	12:02	12:37	Pd 3	12:02	12:37	Pd 4		
Per x	10:45	12:45	Per x	10:45	12:45	Lunch	12:37	1:12	Lunch	12:37	1:12	Pd 5		
						Pd 4	1:16	1:51	Pd 4	1:16	1:51	Pd 6		
						Pd 5	1:55	2:30	Pd 5	1:55	2:30			
						Pd 6	2:34	3:09	Pd 6	2:34	3:09			
						Day 2,3,4			Day 2,3,4			Finals (120 min)		
						Day (2)	Pds 1,2		Day (2)	Pds 1,2		Day 1		
						Day (3)	Pds 3,4		Day (3)	Pds 3,4		Day 2		
						Day (4)	Pds 5,6		Day (4)	Pds 5,6		Day 3		
												Pd X		
						Per X	8:30	10:30	Per X	8:30	10:30	Break		
						Break	10:30	10:40	Break	10:30	10:40	Pd X		
						Perx	10:45	12:45	Perx	10:45	12:45			

6 Period Day: PLC's will occur 1 time per week, outside of the school day.

7 Period Day: Teachers teach 5 classes and have 2 preps. 3 of the periods each week are for mandatory school business (PLCs)

20 Modified Days: Every other Tuesday and Oct 11th for PSAT:

8/22, 9/5, 9/19, 10/3, 10/17, 10/31, 11/14, 11/28, 12/5, 12/19, 1/9, 1/23, 2/6, 2/20, 3/5, 3/19, 4/9, 4/23, 5/7, 5/21

20 Admin Directed Hours, 10 Dept. Meeting Hours, 10 Designated Teacher Time Hours (DTT - on campus time to work in self-directed manner to improve instruction and meet school and district instructional focus)

2 minimum days: Site specific for Back To School Night and Showcase

6 Finals Days

msoll 02/03/23

Muhlebach 02/03/23

APPENDIX E

EVALUATION
HANDBOOK

**Covina-Valley Unified
School District**

Evaluation Handbook

Contract Language

ARTICLE XII

EVALUATION PROCEDURES

- 12.1 The intent of the evaluation program shall be to maintain and improve the quality of the instructional program for the enhanced achievement of all students. The evaluation process shall be conducted in a manner that recognizes both the teacher and administrator as professionals and creates an atmosphere of trust and cooperation between the participants in the process.
- 12.2 The parties agree that bargaining unit members' evaluations should be based on research-based professional standards. The District's teacher evaluation system shall be based on the California Standards for the Teaching Profession, pursuant to the provisions of Education Code 44662. The speech and language pathologist and nurse evaluations shall be based upon corresponding professional standards for those areas of specialization.
- 12.2.1 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.
- 12.3 In the tenth year of employment and continuing at least once every five (5) years, a written evaluation shall be given to each unit member. Each unit member must meet the following criteria:
- 12.3.1 Permanent status
- 12.3.2 Previous evaluation must meet standards in all categories
- 12.4 The five-year evaluation cycle may only be withdrawn at the end of any year in which all the following criteria exist:
- 12.4.1 The administrator has met and conferred with the unit members and identified the specific areas that may need improvement.
- 12.4.2 If the areas needed for improvement are still a concern, the administrator shall design a targeted assistance plan within the areas needed for improvement. Such plan shall not be given any sooner than thirty (30) working days following the conference.
- 12.4.3 The Assistant Superintendent of Personnel Services has reviewed and approved the targeted assistance plan.
- 12.4.4 The administrator and the unit member must meet to review and implement the targeted assistance plan.
- 12.4.5 The unit member has not met the goal specifically identified in the targeted assistance plan.

- 12.4.6 The Assistant Superintendent of Personnel Services has authorized the withdrawal of the five-year plan.
- 12.5 Written evaluations shall be given at least twice yearly to each probationary unit member, the first prior to December 15 and the second no later than thirty (30) days before the last school day of the year.
- 12.5.1 Evaluation of unit members in their first year of full-time classroom instruction shall emphasize but not be limited to Standard 1 - Engaging and Supporting all Students in Learning, Standard 2 - Creating and Maintaining Effective Environments for Student Learning, and Standard 5 - Assessing Student Learning.
- 12.5.2 Evaluation of unit members in their second year of full-time classroom instruction shall emphasize but not be limited to Standard 3 - Understanding and Organizing Subject Matter for Student Learning and Standard 4 - Planning Instruction and Designing Learning Experiences for all Students.
- 12.6 Written notification shall be given to probationary unit members not recommended for re-employment no later than March 15 of the unit member's second complete consecutive school year of employment, except as otherwise provided for by law.
- 12.7 Unit members to be evaluated during a particular year shall be furnished a copy of the Evaluation Handbook and be advised of the criteria upon which the evaluation is to be based. The evaluator must be the unit member's principal or assistant principal. Itinerants, Teachers On Special Assignment, and nurses not assigned to specific school sites shall be assigned to a Principal, Assistant Principal, or an appropriately credentialed Program Specialist or Director.
- 12.8 Each permanent unit member and his/her evaluator shall reach agreement at the beginning of the evaluation cycle on two of the first five standards for rating in that cycle. In the event that agreement cannot be reached, a Standard selected by the evaluator, and a Standard selected by the unit member shall be the basis for the evaluation rating.
- 12.9 An administrator must provide evidence and intended support for any Nor U on the final evaluation.
- 12.10 Evaluation documentation, when appropriate, shall follow the guidelines for remediation prescribed in Education Code Section 44664.
- 12.11 Classroom observations by unit members shall not be a part of the evaluation process, nor shall the District require any report of such observation to be provided to it.
- 12.11.1 Information collected from unit member to unit member walkthroughs shall not be used for evaluation purposes.
- 12.11.2 The information shall only be used to determine instructional patterns and trends within departments, grade levels, and/or across the site.

- 12.12 An evaluator shall provide for a unit member's formal request(s) for additional classroom observations, evaluation conferences, and/or written evaluations.
- 12.13 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II, Recognition.

Process / Timeline

The site administrator shall hold a training session with Temporary, Probationary and Permanent unit members to review the observation and evaluation timeline and provide each unit member a hard copy of the evaluation handbook no later than **September 15**.

September 16 - October 15, the unit member and site administrator will meet and confer regarding which standards will be the focus of the evaluation. Unit members will bring the completed "Teacher Evaluation Planning Conference" form to the meeting.

Temporary* and Probationary Unit Members

October 15 - December 15, the unit member and the site administrator will meet and confer for a pre-observation conference. After the pre-observation conference, the administrator will conduct a formal observation. After the formal observation, the unit member and the site administrator will meet and confer for a post-observation conference.

December 15, the unit member and the site administrator will meet for the first formal evaluation meeting. Administrators will bring the completed "Certificated Evaluation" form to the meeting.

January - April 25, the unit member and the site administrator will meet and confer for a pre-observation conference. After the pre-observation conference, the administrator will conduct a formal observation. After the formal observation, the unit member and the site administrator will meet and confer for a post-observation conference.

April 25, the unit member and the site administrator will meet for the first formal evaluation meeting. Administrators will bring the completed "Certificated Evaluation" form to the meeting.

Permanent Unit Members

October 15 - April 25, the unit member and the site administrator will meet and confer for a pre-observation conference. After the pre-observation conference, the administrator will conduct a formal observation. After the formal observation, the unit member and the site administrator will meet and confer for a post-observation conference.

April 25, the unit member and the site administrator will meet for the first formal evaluation meeting. Administrators will bring the completed "Certificated Evaluation" form to the meeting.

*All teachers on temporary contracts will be released prior to March 15, effective at the end of the contract year.

California Standards
for the
Teaching Profession

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) 2009

STANDARD ONE:

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

STANDARD TWO:

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

STANDARD THREE:

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

STANDARD FOUR:

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

STANDARD FIVE:

ASSESSING STUDENTS FOR LEARNING

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Numbers are provided for ease of reference. They do not imply priority or ordering of the standards.

Covina-Valley Unified School District

Teacher Evaluation Planning Conference

Teacher Name: _____
School Site: _____
School Year: _____

Status: _____
Grade Level/Subjects Taught: _____

California Standards for the Teaching Profession

-
- I. Engages all students in the learning process
 - II. Creates and maintains an effective environment for student learning
 - III. Understands and organizes content knowledge for student learning
 - IV. Plans instruction and designs effective learning experiences for all students
 - V. Assesses student learning to determine instruction
 - VI. Develops as a professional educator
-

First year unit members shall emphasize but not be limited to Standard I, II and V.
Second year unit members shall emphasize but not be limited to Standard III and IV.
Third year, permanent, unit members shall be evaluated on two of the first five standards..

1) Standard# _____ Substandard Focus

My

Plan: _____

2) Standard# _____ Substandard Focus

My

Plan: _____

3) Standard# _____ Substandard Focus

My

Plan: _____

Teacher Signature and Date

Evaluator Signature and Date

Covina-Valley Unified School District

Teacher Pre-Observation Conference

Teacher Name:
School Site:
School Year:

Status:
Grade Level/Subjects Taught: ___ _

California Standards for the Teaching Profession

- | |
|---|
| I. Engages all students in the learning process |
| II. Creates and maintains an effective environment for student learning |
| III. Understands and organizes content knowledge for student learning |
| IV. Plans instruction and designs effective learning experiences for all students |
| V. Assesses student learning to determine instruction |
| VI. Develops as a professional educator |

Lesson Objective:

Teacher Will:

Students Will:

Teacher Signature and Date

Evaluator Signature and Date

Covina-Valley Unified School District

Teacher Self-Reflection

Teacher Name:

Status:

School Site: -----

Grade Level/Subjects Taught: ___ _

School Year:

California Standards for the Teaching Profession

- | |
|---|
| <ul style="list-style-type: none">I. Engages all students in the learning processII. Creates and maintains an effective environment for student learningIII. Understands and organizes content knowledge for student learningIV. Plans instruction and designs effective learning experiences for all studentsV. Assesses student learning to determine instructionVI. Develops as a professional educator |
|---|

Reflection:

Teacher Signature and Date

Evaluator Signature and Date

Covina-Valley Unified School District

Administrator Observation Notes

Teacher Name: _____
School Site: _____
School Year: _____

Status: _____
Grade Level/Subjects Taught: _____

California Standards for the Teaching Profession

-
- I. Engages all students in the learning process
 - II. Creates and maintains an effective environment for student learning
 - III. Understands and organizes content knowledge for student learning
 - IV. Plans instruction and designs effective learning experiences for all students
 - V. Assesses student learning to determine instruction
 - rvI. Develops as a professional educator
-

Teacher Did:

Students Did:

Teacher Signature and Date

Evaluator Signature and Date

Covina-Valley Unified
School District
Certificated Evaluation Form

Mid Year _____
Final _____

Teacher Name:

Evaluation Year:

School

Date of Conference:

Grade/Subject

Date of Written Evaluation:

Evaluator's Name (printed) _____

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

Areas of Evaluation

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

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

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

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

S N U Standard #5
Assessing Students for Learning

S N U Standard #6
Developing as a Professional Educator

I. Goals and objectives for continued growth and/or improvement.

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

This employee qualifies for the 5-year Evaluation cycle.

Evaluatee's Signature _____ Evaluator's Signature _____
Date Date

APPENDIX F

FORMS

Notice of Student Behavior History

To: _____

Date: _____

From: _____

Re: _____

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

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

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

CONTRACT SECTION 10.6

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

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

CALIFORNIA EDUCATION CODE 49079

49079. (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

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

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

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

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

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

Classroom Suspension Form

School _____ Date _____

Student's Name _____

Teacher _____ Period/Grade _____ Room _____

Education Code 48910 Suspension By A Teacher

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

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

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

GROUNDS FOR SUSPENSION (48900)

CIRCLE APPROPRIATE LETTER:

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

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

_____ parent phone call _____ parent conference _____ previous referral to admin _____ Saturday school
_____ previous suspension for the same behavior _____ behavior contract _____ teacher detention

Other _____

Comments: _____

Student Suspend for: _____

Date of Parent Contact/Conference: _____

Signature of Teacher: _____

_____ Student File _____ Info in Aeries

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
VOLUNTARY TRANSFER REQUEST FORM**

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

Teacher Name: _____ Primary Telephone: _____

Current Assignment

School: _____ Grade/Subject: _____

Credential(s) Held: _____

Authorization(s) Held: _____

Previous Assignment(s) in C-VUSD

School	Subject(s) Taught	Dates

Preferences for Transfer

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

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

Signature: _____ Date: _____

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

Signature: _____ Date Received in Personnel Services: _____

APPENDIX G

CVLOA MOU

Memorandum of Understanding

Between

CUEA and C-VUSD

For

Covina-Valley Options Learning Academy (C-VLOA)

This M.O.U. is intended to assist the parties in the maintenance of program and staffing conditions of the Covina-Valley Learning Options Academy (C-VLOA).

1. This MOU shall be in effect immediately upon signing.
2. The ongoing provisions of this MOU shall be included as a new article in the Collective Bargaining Agreement (CBA) beginning in the 2023-2024 school year.
3. Unit members will be subject to all measures of the CBA unless expressly outlined in this MOU.
4. Conference Planning Period
 - 4.1 Elementary teachers will not have music or physical education release time. Asynchronous student times are to be utilized for that purpose.
 - 4.2 Secondary teachers will not be provided conference planning periods. Asynchronous student times are to be utilized for that purpose.
 - 4.3 A full-time unit member who is assigned additional students on a given day, because of unavailability of a substitute teacher, shall be compensated at the in- staff substitute rate on the Hourly Rate Salary Schedule.
5. Assignment
 - 5.1 Teachers shall be assigned to teach four or fewer grade levels at a time.
 - 5.1.1 Should attendance decline significantly, and results in class sizes totaling 16 or less in grades TK-3, teachers may be given up to three additional grade levels to teach.
 - 5.1.2 In the event of assignments spanning more than four grade levels, the elementary unit members may reduce synchronous instructional time to 15 minutes per grade level, per day.

5.1.3 Should attendance decline significantly, and results in class sizes totaling 23 or less in grades 4-12, teachers may be given up to three additional grade levels to teach.

5.1.4 In the event of assignments spanning more than four grade levels, the secondary unit members may reduce synchronous instructional time to 15 minutes per grade level, per week.

5.2 Teachers may not be assigned to more than one primary online instructional platform at a time without their consent, but other online systems may be used to supplement the primary instructional platform.

5.3 All teachers who teach more than one grade level shall receive the combination class stipend regardless of the program or grade level(s) to which they are assigned.

6. Grading Periods

6.1. Teachers in all grades will issue quarter progress reports and semester grades.

6.1.1. Teachers shall be provided 3 minimum days at the end of each semester for the administration and grading of midterm/final exams.

6.1.2 Students will work independently on asynchronous assignments during all minimum teacher work days

6.2. Grade reporting timelines and windows will adhere to the middle school requirements.

6.3. 12th-grade second semester grade reporting timeline and window will adhere to the high school requirements.

7. Parent Conferences - Article 7.10 of the regular CBA shall not apply to LOA

8. The Tuesday meeting schedule shall follow the established Middle School Bell Schedule and Tuesday dates that were voted on in March for the following year. (see attached)

9. There shall be no provision for bell schedule voting or modification unless changes in legislation and/or Ed. Code necessitates such changes.

10. Teachers shall virtually attend Back to School Night and Open House/Showcase.

Bell Schedules

Primary Elementary				
	Group 1	Group 2	Group3	
8:30-9:00	Morning Meeting-SEL, Check-In, Attendance	Morning Meeting-SEL, Check-In, Attendance	Morning Meeting-SEL, Check-In, Attendance	
9:00-9:30	Synchronous Instruction Group 1	Independent Work Time	Independent Work Time	
9:30-10:00	Independent Work Time	Synchronous Instruction Group 2	Independent Work Time	
10:00-10:30	Independent Work Time	Independent Work Time	Synchronous Instruction Group 3	
10:30-10:45	Break	Break	Break	
10:45-12:00	Independent Work Time	Independent Work Time	Independent Work Time	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
12:00-12:35	Lunch	Lunch	Lunch	
12:35-2:30	Independent Work Time	Independent Work Time	Independent Work Time	

*No Independent Work Time/Acellus Monitoring after lunch on Tuesdays to accommodate the established Middle meeting schedule.

Upper Elementary		
8:30-9:00	Morning Meeting- SEL, Check-In, Attendance	
9:00-9:30	Grade 3 (M, T, W, Th, F)	
9:30-10:00	Grade 4 (T) Grade 5 (Th)	
10:00-10:30	Independent Work Time	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
10:30-10:45	Break	
10:45-12:00	Independent Work Time	
12:00-12:35	Lunch	
12:35-2:30	Independent Work Time	

*No Independent Work Time/Acellus Monitoring after lunch on Tuesdays to accommodate the established Middle meeting schedule.

Middle School		
8:30-9:00	Morning Meeting- SEL, Check-In, Attendance	
9:00-10:30 AM	Independent Work Time *9:00-9:30 am Grade 6 (T), Grade 7 (W), Grade 8 (Th)	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
10:30-10:45	Break	
10:45-12:00	Independent Work Time	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
12:00-12:35	Lunch	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
12:35-2:30	Independent Work Time	

*No Independent Work Time/Acellus Monitoring after lunch on Tuesdays to accommodate the established Middle meeting schedule.

High School		
8:30-9:00	Morning Meeting- SEL, Check-In, Attendance	
9:00-10:30 AM	Independent Work Time *9:00-9:30 am Grade 9 (M), Grade 10 (T), Grade 11 (W), Grade 12 (Th)	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
10:30-10:45	Break	
10:45-12:00	Independent Work Time	
12:00-12:35	Lunch	
12:35-2:30	Independent Work Time	Acellus monitoring, 1:1 meetings as needed, intervention groups as needed
1/9/23 – 6/8/23 <u>2:30-3:50</u>	<u>Independent Work Time</u>	<u>Unmonitored Asynchronous</u>
<u>2023-2024</u> <u>2:30-3:15</u>		

*No Independent Work Time/Acellus Monitoring after lunch on Tuesdays to accommodate the established Middle meeting schedule.


Michelle Ramos, CUEA Contract Specialist


Michele Doll, Assistant Superintendent, C-VUSD

Date: December 22, 2022

Date: Dec. 22, 2022

APPENDIX H

CTE MOU

Career Technical Education (CTE) Salary Schedule

This Memorandum of Understanding ("MOU") is entered into by the Covina-Valley Unified School District ("District") and the Covina United Educators Association ("CUEA") to clarify and memorialize the agreements reached between the parties concerning compensation for CTE Teachers. To that end, the parties hereby agree as follows:

1. Both parties agree to remove the wording on the CTE salary schedule that says, "CTE teachers employed prior to June 30, 2022, will be paid at their current rate without any increases until the salary schedule meets or exceeds their contracted rate of pay according to the schedule below." and insert the following language "CTE Salary Schedule for members hired prior to November 30, 2022.
2. All CTE teachers employed prior to November 30, 2022 shall be paid salaries commensurate with the four (4) level CTE salary steps which was in place prior to the creation of CTE Teacher salary schedule established as a result of the parties 2021-2022 and 2022-2023 contract settlement dated November 30, 2022.
3. The seven (7) CTE teachers subject to the salary schedule described above will continue to receive salary enhancements in keeping with all salary schedules until such time that those individuals are no longer employed in C-VUSD.
3. The "new" CTE Teacher Salary Schedule agreed upon as a result of the parties 2021-2022 and 2022-2023 contract settlement dated November 30, 2022, shall apply to any CTE Teacher hired on or after November 30, 2022.

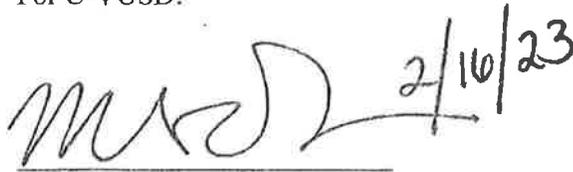
For CUEA:



Michelle Ramos

CUEA Negotiations Chair

For C-VUSD:



Michele Doll, Ed.D.

Assistant Superintendent for Personnel Services

Career Technical Education (CTE) Teacher Salary Schedule
(All schedules are paid for 11 payments per year)

~~CTE teachers employed prior to June 30, 2022, will be paid at their current rate without any increases until the salary schedule meets or exceeds their contracted rate of pay according to the schedule below:~~

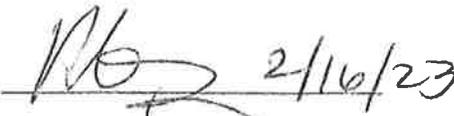
CTE Salary for members hired prior to November 30, 2022.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
\$4635.33	\$5738.42	\$6244.68	\$6749.48
\$5217.72	\$6459.40	\$7029.26	\$7579.48

CTE Teachers employed after July 1, 2022-November 30, 2022 will follow the schedule below:

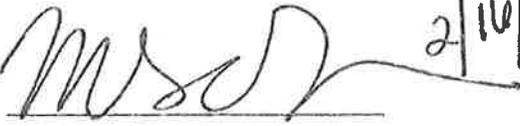
<u>Yrs of Ed Sv</u>	<u>Column Pre-A</u>	<u>Column A</u>
1	\$4929.65	\$5154.38
2	\$5164.62	\$5389.75
3	\$5405.05	\$5630.18
4	\$5659.30	\$5884.43
5	\$5922.36	\$6147.49
6	\$6200.54	\$6425.67
7	\$6490.06	\$6715.19
8		\$7017.27

For CUEA:

 2/16/23
 Michelle Ramos

CUEA Negotiations Chair

For C-VUSD:

 2/16/23
 Michele Doll, Ed.D.

Assistant Superintendent for Personnel Services

APPENDIX I

SELPA/Special Education Ratios

APPENDIX I

EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA (ESGV SELPA) PROVIDER PROGRAM BASE STAFFING (AS OF NOVEMBER 2022):*

Medically Fragile:	8-10 students per teacher
Severely Handicapped Preschool:	8-10 students per teacher
Autism (ASRD):	8-12 students per teacher
Emotionally Disturbed (ED):	8-10 students per teacher
Visually Impaired (VI):	8 students per teacher
Orthopedically Impaired (OI):	8-10 students per teacher
Deaf Hard of Hearing (DHH) Infant:	2-4 students per teacher per session
Deaf Hard of Hearing (DHH) Preschool:	4-8 students per teacher
Deaf Hard of Hearing (DHH) Elementary:	8-10 students per teacher
DHH Middle School:	10-15 students per teacher
DHH High School:	6-10 students per teacher

* Base Program Staffing ratios subject to change based on most recent ESGV SELPA published ratios.

DISTRICT (NON-SELPA) SELF-CONTAINED SPECIAL EDUCATION CLASS SIZE RATIOS:*

TK-5 Mild/Moderate	14-16 students per teacher
6-12 Mild/Moderate	22-24 students per teacher
TK-Adult Moderate/Severe	10-12 students per teacher

* These staffing ratios do not apply to co-taught classes.

** Staffing ratios may be increased by up to two (2) students with compensation as follows:

Elementary: For each additional student, the unit member shall receive a stipend of \$100 per month.

Secondary: Any teacher whose class exceeds the above-stated maximum, shall be paid \$50 per student, per class, per quarter.