

C A S T R O V A L L E Y U N I F I E D S C H O O L D I S T R I C T

IN WITNESS WHEREOF, the parties hereto have executed this 2013-2014 Collective Bargaining Agreement on the 30th day of October, 2013.

Castro Valley Teachers Association

Castro Valley Unified School District

TABLE OF CONTENTS

ARTICLE I: AGREEMENT	1
ARTICLE II: RECOGNITION	2
ARTICLE III: DISTRICT RIGHTS	3
ARTICLE IV: ASSOCIATION RIGHTS	4
ARTICLE V: SALARIES	6
ARTICLE VI: BENEFITS	10
ARTICLE VII: HOURS OF EMPLOYMENT	13
ARTICLE VIII: PART-TIME TEACHERS	18
ARTICLE IX: CALENDAR	21
ARTICLE X: LEAVES	23
ARTICLE XI: ASSIGNMENT AND TRANSFER	33
ARTICLE XII: EVALUATION	38
ARTICLE XIII: STAFFING RATIO	42
ARTICLE XIV: SAFETY	44
ARTICLE XV: GRIEVANCE PROCEDURE	46
ARTICLE XVI: RETIREMENT INCENTIVES	51
ARTICLE XVII: ADULT SCHOOL	54
ARTICLE XVIII: PEER ASSISTANCE AND REVIEW PROGRAM	57
ARTICLE XIX: COMPLAINTS	66
ARTICLE XX: COMPLETION OF MEET AND NEGOTIATE	67
ARTICLE XXI: SUPPORT OF AGREEMENT	68
ARTICLE XXII: EFFECT OF AGREEMENT	69
ARTICLE XXIII: SAVINGS CLAUSE	70
<i>APPENDIX A-1: K-12 Teacher Salary Schedule 2013-2014</i>	<i>71</i>
<i>APPENDIX A-2: K-12 Hourly Certificated and Adult Teacher Salary Schedule 2013-14</i>	<i>72</i>
<i>APPENDIX A-3: K-12 Additional Duty Salary Schedule 2013-2014</i>	<i>73</i>
<i>APPENDIX A-4: Additional Duty Salary Schedule -Coaching Stipends</i>	<i>75</i>

<i>APPENDIX B-1: Calendar 2013-14</i>	77
<i>APPENDIX C: Affidavit of Domestic Partnership</i>	78
<i>APPENDIX D-1: Observation Form</i>	79
<i>APPENDIX D-2: Evaluation Report</i>	81
<i>APPENDIX E: Health & Safety</i>	82
<i>APPENDIX F-1: California Standards for the Teaching Profession for use in PAR Program</i>	83
<i>APPENDIX F-2: Application Form</i>	85
<i>APPENDIX F-3: Consulting Teacher Agreement</i>	86
<i>APPENDIX F-4: Assistance Log</i>	87
<i>MEMORANDUM OF UNDERSTANDING: Technology Implementation and Related Issues</i>	89
<i>MEMORANDUM OF UNDERSTANDING: Special Education & Related Issues</i>	90
<i>MEMORANDUM OF UNDERSTANDING: Teacher Support Program (PAR)</i>	91
<i>MEMORANDUM OF UNDERSTANDING: New Teacher Induction Program (TV/TIP)</i>	93

ARTICLE I: AGREEMENT

- 1.1 THIS AGREEMENT, hereinafter referred to as the "Agreement," entered into this 27th day of April, 2012 constitutes a bilateral and binding agreement by and between the Castro Valley Unified School District, hereinafter referred to as "District", and the Castro Valley Teachers' Association affiliated with CTA/NEA, hereinafter referred to as "Association." This Agreement shall expire on June 30, 2014.

Please refer to page 68, Article XX: Completion of Meet and Negotiate. The term of this agreement shall be from July 1, 2011 through June 30, 2014.

The terms and conditions set forth in this Agreement shall remain in full force and effect unless otherwise provided herein until such time as a successor agreement is reached.

ARTICLE II: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for all employees as referred to in the Unit Determination as set forth below:

Certificated Instructional Employees Bargaining Unit shall include:

Contracted Teachers, Librarians, Counselors, Adult School Teachers (15 hours or more/week), Nurses, Program Specialists, Designated Instructional Services personnel, including Speech Therapists and Behavior Management Specialists.

The following positions are excluded from the certificated bargaining unit: Management, Supervisory, Confidential, Classified, Teaching Principals and Vice Principals, Psychologists and Substitutes.

All unit members shall be designated as "teachers" in this Agreement.

ARTICLE III: DISTRICT RIGHTS

3.1 All District's rights and functions, including its power and authority to direct, manage and control the operations of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.

The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 Teachers employed shall be obligated to either join the Association or pay a fee equal to the full unified membership dues and assessments in the Association, except as modified by state or federal statute, applicable case law, or state administrative regulation.

Teachers currently members of the Association shall be required to maintain membership for the life of this Agreement.

4.2 Any teacher who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall be permitted to make a contribution to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code in lieu of joining CVTA/CTA/NEA or paying the service fee.

The District shall, upon request, make available to the Association a list of unit members paying the service fee or charitable contribution.

4.3 A teacher may sign and deliver to the District an assignment authorizing payroll deduction of the full membership dues, service fee or charitable fund contribution pursuant to paragraphs 4.1 and 4.2. Such authorization shall continue in effect from year to year unless revoked in writing within thirty (30) days of the termination of this contract. Pursuant to such authorization, the District shall deduct one-eighth of such amounts from the employee's regular salary check each month for eight months, November through June, inclusively. Deduction for employees who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

The District agrees to remit such monies to the Castro Valley Teachers Association, accompanied by an alphabetical list of employees from which such deductions have been made.

4.4 Any teacher who elects to pay his/her membership dues or service fee directly rather than through payroll deduction will be required to maintain his/her obligation for the life of this Agreement.

4.5 In the event that a teacher neither pays the unified membership dues or the service fee directly to the Association nor authorizes payroll deduction, the Association shall notify the District. Upon such notification by the Association, the District shall immediately begin automatic payroll deduction of the service fee in such a manner as to effect collection of the full service fee by the end of the school year. There shall be no charge to the Association for such mandatory service fee deduction.

4.6 Newly hired teachers shall, upon employment, be given a copy of this Agreement by the District.

4.7 The District shall deduct unified membership dues or service fee upon receiving an assignment authorizing such deduction or upon receiving written notification from the Association. However, it shall be the Association's responsibility to enforce this Article of the Agreement. The District shall have no obligation for enforcement of this Article. This shall not be construed, however, to abridge the District's right to enforce other provisions of this Agreement.

The Association shall indemnify, defend and hold the District harmless for any claim made of any nature and from any lawsuit instituted against the District as a result of this Article, solely at Association expense.

The Association shall have the exclusive right to decide and determine whether any action or proceeding shall or shall not be compromised, resisted, tried or appealed.

4.8 Association meetings shall be attended by bargaining unit members only, except upon invitation of the Association.

4.9 The Association, upon request, shall be provided with a copy of all non-confidential information, including but not limited to class size reports, statistical reports, budgetary information and all other information which relates to the Association's duty to represent its members in negotiations and contract administration.

ARTICLE V: SALARIES

- 5.1 For the 2013 – 2014 school year, the CVTA bargaining unit shall receive a permanent increase to the 2012 – 2013 salary schedule of 3% retroactive to July 1, 2013.
- 5.2 New Teacher Workday – New bargaining unit members shall be compensated at the member’s per diem hourly rate or receive staff development credit hours for the number of hours required by administrators. The choice for financial compensation or staff development credit hours shall be at the unit member’s discretion.
- 5.3 New Teacher Induction – Bargaining unit members required to participate in the Teacher Academy (a.k.a. TV-TIP) will be paid at the member’s per diem hourly rate or receive staff development credit hours or district unit advancement for a full day’s attendance (8:00-2:30). The choice for financial compensation or staff development credit hours for district unit advancement shall be at the bargaining unit member’s discretion. Members required to attend will submit a time card to the TV-TIP Coordinator upon completion of the Teacher Academy.

A full day of Staff Development credit or District Unit Advancement will be available for those veteran bargaining unit members who choose to attend the Teacher Academy.

- 5.4 The District will guarantee step and column movement for the life of the contract.
- 5.5 Teachers who are required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one school per day, shall be reimbursed for all such travel at the current IRS rate.
- 5.6 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and make appropriate remittance for credit union, savings bonds, charitable donations, life insurance and salary protection or any other categories of deductions jointly approved by the Association and the District.
- 5.7 K-12 teachers have the option of receiving their annual salary in ten (10) or twelve (12) monthly warrants. Teachers shall have the right to change the number of warrants to be received for the ensuing school year from 10 to 12 or from 12 to 10 equal installments. In order to effect such change for the following year, teachers shall submit a written request to do so to the District Business Office by May 1 of the preceding school year.
- 5.8 Initial Placement on the Salary Schedule:

Teachers new to the District may receive year-for-year credit for prior full-time K-12 teaching experience for initial placement on the salary schedule. Prior part-time experience will be added together to arrive at the full-time equivalent years of experience. Teachers must actually serve for at least 75% of the number of days the regular schools of the District are maintained in order to receive credit for a prior year of service. Private school experience may be accepted, provided the teacher new to the District held a valid credential at the time

of the experience. Units received prior to employment in the District must meet District Unit Advancement criteria to be accepted by the District for initial salary placement.

For initial placement on the salary schedule, speech pathologists and school nurses new to the District may receive year-for-year credit for prior full-time service as a licensed speech pathologist or registered nurse, pending approval by the Superintendent.

5.9 Step Advancement:

Unit members advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step of a column and those who have not met the Hurdle Requirements. Part-time and full-time unit members must serve actually for at least 75% of the number of days the regular schools of the District are maintained in order to receive credit for a year of service for purposes of advancement on the salary schedule. Elementary teachers on a shared contract who have worked at least 75% of the number of days the regular schools of the District are maintained will receive credit for a year of service.

5.10 District Unit Advancement Criteria:

The criteria for units to be accepted for salary schedule advancement are as follows:

5.10.1 College or university granted units:

- a) Must be from an accredited institution.
- b) Must be post-graduate, upper division or graduate course work taken at four-year colleges, universities, or graduate schools.
- c) Must be paid solely by the unit member.
- d) Must be of such specific benefit to the District so that the completion of the course work would benefit directly the unit member in his/her duties.
- e) Must be taken outside normal work hours.
- f) All units are semester units:
1 quarter unit = 2/3 semester unit
- g) With prior written District approval, lower division courses may be accepted provided they relate directly to the unit member's assignment and duties or other District approved basis.
- h) Unit members enrolled in college or university programs for the purpose of acquiring an additional credential(s), further authorization for a current credential held, or a master's degree or doctorate degree, may submit for advance District approval, units for salary schedule advancement provided:
 - i) the units meet the criteria requirements in (1) above.
 - ii) the list of courses the unit member is required to take for the above purposes is submitted in advance to the District and is approved by the District.
 - iii) any change in the list of courses must have advance written District approval.
 - a) All courses not taken for the purpose described in "h" above must have prior written District approval.

- 5.10.2 State-sponsored delivery systems, workshops, seminars, and other methods approved by the Superintendent/designee.
- a) Must have prior written District approval.
 - b) Must be eligible for upper division credit.
 - c) Must be offered from an accredited institution.
 - d) Must be paid solely by the unit member. When a workshop or seminar is paid for by the District, the teachers may pay, at their own expense, for college or university granted units and receive salary advancement credit.
 - e) Must be taken outside normal work hours.
 - f) Must be of such specific benefit to the District so that the completion would benefit directly the unit member in his/her duties.

5.10.3 The District will grant unit members that serve on a District committee credit equal to a semester unit, towards salary schedule advancement, for every fifteen (15) hours that the member is in attendance at a District committee meeting. The District shall publish annually a list of District approved committees for which professional growth will be granted.

5.10.4 Timeline to Determine Eligibility for Salary Advancement:

Bargaining Unit Members qualify and become entitled to salary increases for District Unit Advancement and/or Maximum Advancement Units only once each school year on October 1 as set forth in this timeline:

To qualify and be eligible for District Unit Advancement and Maximum Advancement Units in a given school year, the employee must:

- a. Submit a Notice of Intent form to the District Personnel Office prior to April 1 of the prior school year.
- b. By the close of business on October 1, submit prior, written, signed approval of Application for Approval of College or University Credit (Form F-3) or Application for Approval of Institutes, Workshops, and Seminars (form F-3A).
- c. Submit transcripts and/or grade reports to the District Personnel Office by the close of business on October 1. If within their first 2 years of service, an employee is unable to provide their initial transcripts by October 1, the employee may submit their transcripts to Human Resources at any time. Salary advancement will be effective on the date of verified receipt in Human Resources within the first 2 years. All subsequent units earned beyond initial date of hire, will comply with the October 1 deadline.
- d. Submit District Professional Growth Credit Record of Hours cards to the District Personnel Office by the close of business on October 1.
Bargaining unit members qualify and become entitled to negotiated salary increases at the time that negotiations are completed and ratified by both the Bargaining Unit and the District Board of Trustees.

5.11 Maximum Advancement Units:

Unit members who have been on Step 12, Column D for at least one year shall be eligible for Maximum Advancement Units at a rate of not more than 5 units per year, up to

a maximum of 20 units. The criteria for Maximum Advancement Units to be Acceptable are as follows:

- 1) Prior written District approval is required for all of these units.
- 2) Units meet the District Unit Advancement Criteria.
- 3) Maximum Advancement Units: .3% of Step D-12: \$236 (Effective 7-1-13)

+1 unit	\$236.00	+6 units	\$1,415.00	+11 units	\$2,596.00	+16 units	\$3,776.00
+2 units	\$472.00	+7 units	\$1,652.00	+12 units	\$2,832.00	+17 units	\$4,012.00
+3 units	\$708.00	+8 units	\$1,888.00	+13 units	\$3,068.00	+18 units	\$4,248.00
+4 units	\$944.00	+9 units	\$2,124.00	+14 units	\$3,304.00	+19 units	\$4,484.00
+5 units	\$1,180.00	+10 units	\$2,360.00	+15 units	\$3,540.00	+20 units	\$4,720.00

ARTICLE VI: BENEFITS

6.1 . The District shall provide all eligible teachers under this contract with the following plans for the teacher and his/her dependents with the consent of the insurance carriers:

Medical/Vision:

Anthem Blue Cross Premiere PPO plus Vision Service Plan

OR

Anthem Blue Cross California Care plus Vision Service Plan

OR

Kaiser Permanente, including Vision Coverage

Retirement Supplement:

Kaiser Permanente

Kaiser Permanente Senior Advantage

FUTURIS Exchange Supplemental Plans

Dental:

Delta Dental Plan, including orthodontic benefits

6.1.1 The District shall provide benefits offered under this Article to eligible domestic partners to the same extent that such benefits are offered to spouses. To establish eligibility the employee shall submit a copy of his/her domestic partner certificate showing registration with the California Secretary of State. The employee shall notify the District within 30 days of termination of the domestic partnership to allow the District to modify the benefit coverage. Benefits offered under this section are subject to applicable state and federal law and the District shall not be responsible for the tax treatment or any other legal consequences that may occur as a result of providing domestic partner benefits.

Cancellation/Changes

If the above listed medical plans are canceled by the carriers, the District and the Association shall negotiate an alternative. Immediately on receipt of notice from the carrier or broker that there is a possibility of cancellation, the District shall notify the Association.

6.2 Effective July 1, 2013 the District's maximum annual dollar contribution per full-time active unit member for maintenance of Health and Welfare Benefits shall be \$6,000 not withstanding re-openers.

6.3 Eligibility of Teachers:

6.3.1 An eligible teacher is (1) on a full-time contract, or (2) works 26 hours per week on an hourly basis.

A part-time teacher is entitled to benefits, pro rata, if the teacher is at least on a one-half time contract. Part-time hourly teachers are entitled as follows:

15-18 hours/week	50%
19-25 hours/week	75%

6.3.2 If a part-time teacher elects not to carry the District health plan, he/she will be entitled to District payment of full dental and vision coverage.

6.3.3 Teachers in the phase-in retirement program under this contract shall be considered on a full-time contract for the purposes of this Article.

6.4 Health and Dental Benefits for Retirees:

6.4.1 Provisions of Article 6.4 of this Agreement apply only to those permanent certificated employees with a first day of paid service of August 27, 1986, or before.

6.4.2 Health Benefits Eligibility: To be eligible for the District-paid health insurance, a retiring teacher of the Castro Valley Unified School District must meet the following conditions:

6.4.2.1 Be employed by the District in a position requiring certification for a period of twelve (12) years or more. Notwithstanding the foregoing, any unit member employed prior to August 27, 1986 shall be eligible if on Step 12 immediately prior to retirement.

6.4.2.2 Be no less than fifty-five (55) years of age.

OR

6.4.2.3 Be no less than fifty (50) years of age nor more than fifty-five (55) years of age with thirty (30) years of creditable STRS service.

6.4.2.4 Be eligible for retirement benefits from STRS.

6.4.3 Dental Benefits Eligibility: To be eligible for the District-paid dental insurance, a retiring teacher of the District must meet the following conditions:

6.4.3.1 Be eligible for medical benefits.

6.4.3.2 Be no less than fifty-five (55) years of age.

OR

6.4.3.3 Be no less than fifty (50) years of age nor more than fifty-five (55) years of age with thirty (30) years of creditable STRS service.

6.4.3.4 Be eligible for retirement benefits from STRS.

6.4.4 The District shall contribute a maximum of \$6,000 per year toward the payment of health insurance premiums for retirees who retire during the terms of this agreement and who are eligible for retirement under section 6.4.1. This retirement benefit shall continue until the retiree reaches ages 65 and/or becomes Medicare eligible.

6.4.4.1 Proportionate benefits will be made for persons working less than full-time, down to half-time.

6.4.4.2 Premium payment to be pro-rated for those teachers working .5 contract or more in accordance with the Policy in effect during employment. (If the employee chooses not to pay the balance of the premium, he/she then would be making the choice of not having coverage.)

6.4.4.3 The premium payment by the District is to be based on the highest level of employment during any three (3) consecutive years.

The retiring teacher may elect to retain coverage for spouse and dependents by paying the additional premium cost involved. The surviving spouse may elect to continue coverage by paying directly through the insurance carrier(s) the premium cost involved, if allowed by law and the insurance carrier(s). The retired teacher would continue with the plan, or its successor, under which employee was enrolled at the time of retirement.

6.4.5 Retirees will be entitled to the health and dental plans of the District that are in effect from year to year. Upon reaching age sixty-five (65) or Medicare eligible, retirees will be entitled to supplemental health plans only.

Health and dental plans (including supplemental plans) available to retirees and benefits under those plans are subject to change from year to year after retirement based on changes in plans and benefits provided current employees in those years.

Retirees may select from among the District's plans or other health plans, subject to carrier approval, and have the District make payments to those alternate plans in an amount equal to the payments the District would have made toward a District plan. Plan changes shall be made only during the annual window period or when permitted by the carrier. The retiree shall be responsible to notify the District in writing of the change and to provide the address to send the payment to for any alternate plan.

ARTICLE VII: HOURS OF EMPLOYMENT

7.1 All teachers and certificated non-classroom teaching personnel (counselors, reading specialists, educational specialists, librarians) shall, in a proficient and thorough manner, accomplish all professional responsibilities which are directly related to:

1. Their assignments
2. Student supervision
3. Paid additional duties

The Site administration and teachers at each site shall meet annually to review and prioritize the additional duties which occur outside the workday. The method of determining a system for prioritizing shall be mutually agreed upon by the teachers and administration at the site. The priority system shall distinguish between legally mandated activities and activities which are vital to the District or site, versus activities which are above and beyond the above. The process will include development of a system that equitably distributes additional duties among the staff.

7.2 No administratively scheduled meetings shall be called on the first and last Mondays. No meeting shall be called on the first and third Wednesdays of the month except for site meetings that cannot be otherwise scheduled.

The District shall consider the extra time associated with special education teachers who serve at more than one site in the assignment of extra duty and night meetings.

7.3 The K-8 teacher workday shall be seven (7) hours and ten (10) minutes. The teacher workday shall include time designated before and after school, in an amount to be determined at each site. The work week for grades 9-12 will be 35 hours and 50 minutes per week. No individual workday at grades 9-12 shall exceed 7 hours and 30 minutes.

Hours of employment for certificated non-classroom teaching personnel are determined by function and by the length of both teacher and student school day at the level at which they serve. On-site hours will tend to be longer but more flexible and variable than those for regular classroom teachers.

Work year for counselors will be the same as the annual work year of the teaching staff, plus two (2) additional duty days, with the addition of a maximum of three (3) workdays as approved by the Superintendent/designee. The maximum of three (3) workdays are to be paid on a per diem basis.

The District shall generally attempt to consult with Special Education teachers regarding the scheduling of IEP meetings. To the extent parents are available; such meetings shall be scheduled during the regular duty day. The District shall attempt to hold IEP meetings at the local school site if the facilities permit.

Bargaining unit members attending SST meetings, unless otherwise compensated, shall be provided one (1) unit of inservice credit for every fifteen (15) hours of service beyond the work

day. A bargaining unit member cannot accrue more than two (2) units of inservice credit per year from SST meetings.

- 7.4 Faculty meetings may be scheduled by the principal/program manager on a weekly basis for a period of time not to exceed one and one-half (1 1/2) hours per week (not withstanding 7.13.4). Faculty meetings will commence under usual circumstances no later than fifteen (15) minutes after student dismissal nor before 7:30 a.m. The principal/program manager shall solicit agenda items to be considered from the faculty in advance of each regularly scheduled meeting.

Attendance at faculty meetings by part-time certificated personnel shall be prorated in line with their assignments. Such arrangements are to be made on an individual basis by the teacher and the principal/program manager.

7.4.1 Up to 1 time per month staff may be required to participate in a district wide collaboration or professional development activity at their site or offsite, in lieu of a faculty meeting, in accordance with 7.4.

- 7.5 All teachers shall be entitled to a duty-free lunch period of no less than thirty (30) consecutive minutes, exclusive of passing period or travel time between assignments.

- 7.6 All teachers shall personally complete on a daily basis the necessary information required on the certificated payroll sheet. When a teacher is absent from work, such information shall be completed upon the teacher's return to work.

- 7.7 Unless otherwise established by mutual agreement of teachers and the principal at a particular school, elementary teachers shall be provided a minimum ten-minute (10) relief period each morning. The Association shall be notified prior to an implementation of an exceptional arrangement.

- 7.8 Unless otherwise designated by the principal/program manager, the teacher shall use as preparation time such time made available when a teaching specialist (i.e., resource teacher, reading teacher) assumes instruction in the teacher's classroom.

- 7.9 The principal/program manager will consult with a member of his/her immediate staff designated by the Association for the purpose of developing teacher workday programs and duty days.

7.9.1 Preparation periods: first-third grade teachers receive two (50) fifty-minute per week of preparation time within the student day.

7.9.2 Fourth-Fifth grade teachers will receive three fifty (50) minute preparation periods per week release/planning periods within the student day. For the purpose of preparing report cards, preparing for parent conferences or other instructional purposes, fourth and fifth grade teachers will also be provided one release day per school year to be used at the discretion of the teacher. The teacher must provide a minimum of five (5) days notice to his/her principal, and the release day shall not occur in connection with a holiday, avoiding Mondays, Fridays and times of high substitute demand (e.g. professional conferences). The Principal shall approve the release day within these

parameters unless there are unexpected illnesses which cause difficulties related to finding substitutes. Teachers may request to share a substitute and take the release day in two half day increments with the approval of their site administrator.

- 7.9.3 Secondary teachers will receive one preparation period per day within the student day. Two preparation periods may be combined into one “block” to accommodate non-traditional bell schedules. If the secondary school no longer does a “block” or “modified block” schedule the intention is that teachers will continue to receive one preparation period per day.
- 7.9.4 Elementary Special Day Class Teachers whose students’ program follows the regular school day: The District will attempt to provide a third preparation period each week; when not provided with a third preparation period, teachers may request and shall receive release time equal to one half-day to prepare for each IEP.
- 7.9.5 Elementary Resource Specialists when developing their schedule shall include three (3) preparation periods of fifty (50) minutes in a week.
- 7.9.6 Secondary Resource Specialists will receive one preparation period per day. Two preparation periods may be combined into one “block” to accommodate non-traditional bell schedules. They will also receive one assessment period per day, if they have a caseload of 20 or more students.
- 7.10 The District shall provide make-up preparations periods for release/planning periods scheduled within the student day which are missed because of a staff development training day within the school year.
- 7.11 The workday for kindergarten teachers shall be the same as all other teachers and shall include an average of 275 minutes per day of instructional services.
 - 7.11.1 A minimum of 200 instructional minutes shall be served in direct kindergarten instruction, with the site administrator assigning the kindergarten teacher an average of 75 instructional minutes per day (375 instructional minutes per week; the amount each day may be above or below 75 minutes) of assistance in another kindergarten class, the kindergarten program, or other certificated duties.
 - 7.11.2 Upon mutual agreement of the kindergarten teacher and the site administrator, the kindergarten teacher may be assigned the 75 instructional minutes for a specialized program which was reduced (i.e. LASP, ESL) or to provide instructional services for upper grade classes or students.
 - 7.11.3 At the discretion of the teacher, more than 275 instructional minutes may be provided by the kindergarten teacher.
- 7.12 Extended Day Kindergarten
 - 7.12.1 Kindergarten teachers at Title I schools will participate with their site administrators and

with the District Curriculum & Instruction administrators in ongoing discussions to monitor, improve, and evaluate the Extended Day Kindergarten.

7.12.2 Kindergarten teachers at the Title I schools, a CVTA designee, the site administrators at the Title I schools, and the District Curriculum administrators will mutually determine a method to decide whether the program should continue, be modified, or be discontinued.

7.13 Minimum average daily instructional minutes* for a 180 day school year for grades 1-8 shall be as follows:

Grade one:	298 minutes
Grade two:	298 minutes
Grade three:	298 minutes
Grade four:	310 minutes
Grade five:	310 minutes
Grade six:	321 minutes
Grade seven:	321 minutes
Grade eight:	321 minutes

* Individual schools shall not exceed by 300 minutes per year of annualized instructional minutes above the minimum average. (Example: First grade annual minutes will be 53,640 and therefore may not exceed 53,940 in any given year.)

7.14 K-12 Collaboration Time

The Association and the District believe that teacher collaboration is a key component of effective schools. Scheduled teacher collaboration time provides opportunities for professionals to share best practices, coordinate curriculum efforts, and plan activities and staff development designed to improve student learning.

Principals and staff may establish collaboration time within the following parameters:

7.14.1 The Association and Site administration shall hold informational meetings and then conduct a vote, no later than March 1, of the bargaining unit staff at each site to determine whether or not collaboration time shall occur, which shall trigger a two-year cycle beginning with the 2013 - 2014 school year. The decision shall be made by a majority vote of the bargaining unit staff at the site. Itinerant staff members shall vote only at the site at which they are evaluated. A majority vote of the staff, by secret ballot to be counted by site administration and association site representatives, shall be required to establish or to discontinue collaboration time at the site. A vote to establish or terminate collaboration time shall be in effect for two years. The voting shall occur bi-annually thereafter no later than March 1st.

7.14.2 The parties' intent is that collaboration time be meaningful to bargaining unit members and address their instructional/program issues. For 2013-2015, collaboration time will be focused on curriculum and instruction and issues related to the implementation of Common Core State Standards. The Principal and staff shall mutually develop the schedule and content of the collaboration time at the site. (Mutually develop means that the site administration (one party) and staff as a whole (the other party) have equal input into the

decisions.) Sites may configure the school year to include the collaboration time to occur within the workday as long as the school meets the minimum average daily instructional minutes for the year as set forth in section.

- 7.14.3 If the parties cannot mutually agree on the use of collaboration time the site administration has the option to determine the use of up to 50 % of the available collaboration days in each month, not to exceed two per month.
- 7.14.4 Collaboration time must occur within the workday of the unit member for a period of up to 60 minutes weekly.
- 7.14.5 As long as collaboration time is in effect at any given site, faculty meetings shall be limited as follows:
 - 7.14.5.1 Elementary Schools – 2 faculty meetings per month.
 - 7.14.5.2 Middle Schools – 2 faculty meetings per month.
 - 7.14.5.3 High School – 3 meetings per month (ex. faculty meeting, department meeting, focus group.) Focus group meetings will be limited to no more than 60 minutes.
- 7.14.6 Association site representatives and site administrators shall annually conduct at least one joint evaluation of the collaboration time to measure its effectiveness.
- 7.14.7 The Association and the District shall meet up to two (2) times during each school year to gather feedback for the purpose of assessing and improving Collaboration time. The Association and District will mutually develop any surveys used to assess Collaboration time.

ARTICLE VIII: PART-TIME TEACHERS

- 8.1 Teachers may, upon agreement with the District, reduce their teaching assignments up to a maximum of five (5) years.
- 8.2 Reductions in teaching assignments may be extended beyond five (5) years subject to approval by the District and Association.
- 8.3 Any teacher who reduces to part-time employment shall annually notify the District no later than February 28 that he/she desires to continue in the part-time assignment for the following school year.
- 8.3.1 **Partial Leaves of Absence:** All other partial leaves of absence may continue, subject to the limitations set forth in sections 8.1 and 8.2 as long as the District is able to hire temporary teacher(s) to fill in for such leave in a manner that furthers the educational needs of the District.
- 8.3.2 ***Job Share Definition***
A job share is one (1) full-time position filled by two (2) full-time, permanent unit members, or one permanent, one probationary, or one temporary teacher.
- 8.3.3 **Job Shares:** If the teacher is participating in a job share assignment, such job shares must be approved by the site administrator on an annual basis, subject to final approval and/or review by the District. If one of the job share partners leaves district employment, is released by the District or returns to full-time status, the remaining teacher on job share status shall work with the District to identify a new job share partner. If the District and teacher are unable to find a suitable job share partner, the remaining job share partner may be required by the District to return to his/her full time assignment.
- 8.3.4: Unit members interested in continuing in a job share shall file a written leave request and a job share plan with the Human Resources Division.
- 8.3.4.1: Requests shall be filed not later than February 15 for the coming school year.
- 8.3.4.2: The District shall advise each unit member, not later than March 15, of the decision to grant or deny the leave request. An employee may request, and shall receive, written reasons for denial of his/her application.
- 8.3.5 Applications for new job shares submitted after the February 15 deadline will be considered on a case by case basis.
- 8.4 ***Job Share Plan***

- 8.4.1: Unit members applying for a job share assignment shall submit a written plan that divides the total responsibilities for the assignment between the participants.
- 8.4.2: The plan must be reasonably aligned with other plans across the district and approved by the immediate supervisor and the Assistant Superintendent of Human Resources
- 8.4.3: The written plan must include:
- 8.4.3.1: A description of how full responsibility for the total classroom and instructional plan will be assumed by the team members, including participation in legally mandated activities and activities vital to the districts and sites.
 - 8.4.3.2: A requirement that the team members jointly plan to the extent possible for both the school and their classroom.
 - 8.4.3.3: A requirement that the team must take active part in required District and school meetings, parent conferences, yard duty, and other duties on any day that the member is actually teaching.
 - 8.4.3.4: Acknowledgment that all job share participants must work the first three (3) full days that students are present at their per diem rate of pay. This would not apply to job share partners that split their assignment in a manner that does not require them to teach the first month of school.
 - 8.4.3.5: Communication between job share participants is critical. Each plan shall clearly and specifically address how this shall be accomplished.
- 8.4.4: Notwithstanding paragraph 18.4.1, the following activities require attendance by both job share participants for one hundred percent (100%) of the activity:
- Mandatory Staff Development Days. Participating employees will be paid at their per diem rate of pay.
- 8.4.4.1: The preceding paragraph (8.4.4) shall not apply to job shares that are first semester/second semester. Such teachers shall only be required to attend mandatory staff development days, the first three (3) full days that students are present, and any of the above activities during their scheduled semester.

8.5: ***General Provisions***

8.5.1: A job share is:

8.5.1.1: Working 50/50 of the number of the student attendance days.

- 8.5.1.2: Working 60/40 of the student attendance days; split throughout the year or over consecutive work days.
- 8.5.1.3: Working either first semester or second semester. (8.4.3.4 does not apply)
- 8.5.1.4: Proposed schedules different from those described above will be considered by the immediate supervisor and the Chief Human Resources Officer.
- 8.5.2: Teachers in a job share shall, whenever possible, substitute for the partner who must be absent due to illness/injury.
- 8.5.2.1: When this occurs, there will be no deduction of sick leave. However, a pay-back day will be credited to the individual who substituted.
- 8.5.2.2: If pay-back days do not equal out at the end of the year, sick days shall be deducted from the partner in deficit and the teaching partner shall be paid for any extra days worked at the long-term substitute rate of pay.
- 8.5.2.3: When the job share partner cannot reasonably substitute, a regular substitute will be employed and sick leave (pro-rated as appropriate) shall be deducted from the person who is absent.
- 8.5.3: Shared teaching assignments shall be limited as follows:
- 8.5.3.1: Self-contained classrooms:
- Not more than one (1) per grade level per site. Successful job share teams currently working within the grade level will be given priority for renewal at their same grade level.
- 8.5.3.2: Departmentalized Program:
- No limitation on number of shared teaching assignments.
- 8.5.4: Movement on the salary schedule for a job share team member shall be based on the same criteria applied to other unit members.
- 8.5.5: Annual salary for a job share teacher shall be pro-rated based on the number of work days included in the teacher's job share contract.
- 8.5.6: If a Job Share application is denied by the school principal, the applicants may appeal the decision to the Chief Human Resources Officer.
- 8.5.7: Written notice of intent to return to regular full-time status shall be delivered to the Personnel Office no later than February 28.

ARTICLE IX: CALENDAR

The calendar for the each year shall be as set forth in Appendix **B**

- 9.1 The work year will be 185 days (180 instructional days, 3 duty days), and 2 mandatory staff development days.
- 9.1.1 The District and CVTA shall mutually agree to the calendar for the subsequent school year and the start date(s) for the following two (2) school year(s) by no later than March 1st of each year.
- 9.2 The mandatory staff development days will be subject to the following requirement:
- 9.2.1 Unit members will be required to attend the entire mandatory staff development sessions.
- 9.2.2 No personal necessity leave as defined in section 10.4 of the negotiated agreement may be used on a mandatory staff development day, without prior permission of the Superintendent.
- 9.3 The District may establish additional volunteer staff development days and pay the hourly certificated pay rate for attendance as is designated in Appendix A-3 of the negotiated agreement. The district will set the length of the staff development program and unit members will be required to attend the entire program in order to receive payment should they voluntarily decide to participate in this staff development program.
- 9.4 In order to provide parent conferences for K – 8, the following option will be implemented.
- 9.4.1 One of the two workdays at the beginning of the year will be moved to accommodate parent conferences. (See calendar in appendix.)
- 9.4.2 The parties agree to limit the administration-called whole faculty meeting held on the Duty Day/Work Day at the beginning of the school year to no more than 2.5 consecutive hours.
- 9.5 The District shall provide K-5 elementary teachers three (3) “minimum” days in addition to the current full day to accommodate parent/teacher conference in the Fall. For grades 1-5, release time will not exceed 240 minutes on the minimum day. Kindergarten teachers will be released from the required average of seventy-five (75) additional instructional minutes in other classes or certificated duties. The minimum days will be in October (TBD by mutual agreement between the “District” and “CVTA”).
- 9.5.1 Should staff members choose to conduct up to 240 minutes of parent conferences outside of their work day in the early mornings or evenings during the fall conference period, those staff members would be permitted to go home when the students are dismissed in an amount equal to the amount of time spent conferencing in the early mornings or

evenings. (e.g. A teacher conducts parent conferences from 5:00-8:00 pm on one day. The evening conference time equals 180 minutes. That teacher is permitted to go home when the students are dismissed 60 minutes early three days in that week.

- 9.6 The District shall provide K-5 elementary school teachers two (2) shortened school days in the **spring** to allow teachers to have conferences with parents of those students who are not meeting grade-level standards. The workday for teachers will remain the same.
- 9.6.1 Spring conferences will be held the 2nd week after the distribution of second trimester report cards.
- 9.6.2 Students in grades 1-5 at the elementary schools will be dismissed one hour early on each of the two (2) days. At most elementary schools the schedule for kindergarten students will remain the same, but the kindergarten teachers will be released from 60 minutes of the required average of 75 additional instructional minutes per day in another kindergarten class or other certificated duties as specified in the CVTA/CVUSD Agreement, Article VII, Section 11.
- 9.7 At schools with extended kindergarten days the student day will be shortened by up to 60 minutes per day during one of the two weeks immediately before or after the close of the second trimester, but in no case will kindergarten students attend school less than 200 minutes per day.

ARTICLE X: LEAVES

10.1. Leaves of Absence Without Pay

10.1.1 Definition:

10.1.1.1 Short-term without pay: An approved absence from service granted by the Superintendent/designee for a period from one (1) to twenty (20) workdays.

10.1.1.2 Long-term leave without pay: An approved absence from service for a period of from twenty-one (21) workdays to one (1) calendar year. A long-term leave may be granted by the Board upon recommendation by the Superintendent.

10.1.2 Purpose of the Leave:

Leaves may be granted for purposes of study, research, restoration of health, child-rearing, child adoption, disabilities in the immediate family, exchange teaching, specific travel for educational purposes and other reasons approved by the District.

10.1.3 Commencement of the Leave:

Long-term leaves of absence shall commence at the conclusion of a school year except in emergencies, to include unforeseeable circumstances.

10.1.4 Indication of Return to the District:

A teacher shall return to service from a short-term leave on the scheduled date. Teachers granted long-term leaves shall inform the District no later than ninety (90) days before the scheduled return date as to their intentions or before February 1, whichever is earlier. If the long-term leave is less than ninety (90) days in length, the teacher shall inform the District no later than twenty (20) days before the scheduled return date as to his/her intention. If a date of return is not scheduled, the teacher shall notify the Superintendent/designee by the 15th of every month regarding the status of the leave.

10.1.5 Assignment of Returning Teacher:

A teacher returning from a short-term leave shall be offered the position held before the leave was granted. At the expiration of a long-term leave, the teacher shall be offered, if an opening exists, a like position to that previously held.

10.1.6 A teacher desiring leave without pay must request such a leave at least eight (8) weeks prior to the intended beginning date of the leave where possible and specify the expected date of return to the District. The teacher must first notify his/her supervisor of the request for a leave.

10.2 Sick Leave

10.2.1 Every full-time certificated employee shall be entitled to duty days leave of absence for illness, disability (including pregnancy-related disability) and/or injury. The number of sick leave days granted a teacher per year is determined as follows:

Service Days per Year	Days of Leave for Illness/Injury
180-189	10
190-199.....	10-1/2
200-209.....	11
210-218.....	11-1/2
219 or more	12

10.2.2 Full sick leave credit shall be given on the first duty day of the year. Unused sick leave shall accumulate from year to year without limit.

10.2.3 Verification of use of sick leave by a licensed physician may be required by the District after five or more consecutive days or after ten days in any school year.

10.2.4 Sick leave shall not be earned nor used during summer school employment except for Adult School teachers employed annually prior to June 30, 1983.

10.2.5 Part-time and hourly employees shall earn sick leave on a pro rata basis.

10.2.6 Sick leave benefits may not be combined for those teachers who serve both on hourly and contract basis.

10.2.7 The District shall provide each teacher with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the school year. Such statement shall be provided no later than the first full week of October of each school year.

10.2.8 Extended Illness Leave:

If a teacher has utilized all sick leave entitlement and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a day-to-day substitute or, if no substitute employee were employed, the amount which would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of a substitute employee. The five months or less period during which the above deductions occur shall begin following the use of the sick leave entitlement for the current year.

10.2.9 Teachers may request substitutes for one-half (1/2) day. The request will be honored provided that the District is able to find a substitute willing to work for one-half (1/2) day's substitute pay.

10.2.10 The parties have a mutual interest in encouraging full participation in the Mandatory

Staff Development Buy-Back Days. (Refer to Article IX for information about the importance of participation.) Teachers who must be absent from a mandatory staff development buy-back day as set forth in Article IX shall complete the Request for Leave form and submit the form to the site/program administrator. The site administrator will hold the Request for Leave form until May 15. If the teacher completes the hours required for the mandatory staff development buy-back day, the District will not process the Request for Leave form. If the teacher does not complete the hours required for the mandatory staff development buy-back day, the District will process the Request for Leave form.

10.3 Personal Necessity Leave

- 10.3.1 The Board shall, in accordance with law and pursuant to the provisions of this policy, provide for a teacher's absence for personal necessity while charging such absence to sick leave.
- 10.3.2 The total number of days used for discretionary, unspecified personal necessity leave in any school year may not exceed ten (10).
- 10.3.3 Request for multiple personal necessity days shall be made at least five (5) working days in advance to the Superintendent/designee, who reserves the right to verify such requests with good cause by any appropriate means.

Leaves will be considered to be approved if the Superintendent/designee has not responded to the request at least two (2) days prior to the commencement of the leave. The Superintendent/designee shall have the sole right to waive the time notification requirement in cases of emergency.

Advance permission is not required in the following situations:

- 10.3.3.1 Death or serious illness of a member of his/her immediate family.
- 10.3.3.2 Accident or other unforeseeable circumstances involving his/her person or property, or the person or property of a member of his/her immediate family.
- 10.3.4 Personal necessity leave may be taken for family, personal, business or religious obligations that cannot be scheduled outside of the school day. Religious obligations are defined as attendance at religious services and observance of religious holidays. The unit member must hold a sincere, bona fide religious belief as defined by the California Fair Employment Housing Act and Title VII of the U.S. Civil Rights Act.
 - 10.3.4.1.1 Paternity leave for male teacher upon birth of child or adoption leave for an adopting parent.
 - 10.3.4.1.2 Personal Necessity Leave cannot be combined with any other leave provision than Bereavement.

10.3.4.1.3 Personal Necessity is not intended for vacation.

10.3.5 Compensation for personal necessity leave shall be in accordance with the applicable provisions of the sick leave policy of the Board.

10.4 *Industrial Accident and Illness Leave*

A teacher shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- 10.4.1 The accident or illness shall have arisen out of and in the course of the employment of the teacher and shall be accepted as a bona fide injury or illness arising out of and in the course of employment by the District's Workers' Compensation Administrator.
- 10.4.2 Allowable leave shall not be more than sixty (60) days during which the schools of the District are required to be in session.
- 10.4.3 Additional leave may be authorized by the District. Each authorization for extension of industrial accident leave shall be for the number of days designated by a physician with a maximum of twenty (20) days for each authorization.
- 10.4.4 Allowable leave shall not be accumulated from year to year.
- 10.4.5 The leave under these rules and regulations shall commence on the first day of absence.
- 10.4.6 When teachers are absent from duties because of industrial accident or illness, they shall be paid such portion of the salary due for any month in which absence occurs which, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall result in a payment of not more than full salary.
- 10.4.7 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 10.4.8 When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due for the same illness or injury.
- 10.4.9 During the paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received for industrial accident or illness. The District, in turn, shall issue the teacher's salary and shall deduct normal retirement, authorized contributions and other payroll deductions.
- 10.4.10 The benefits provided by these rules and regulations shall be applicable to all teachers immediately upon becoming employees of the District.

- 10.4.11 An employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

10.5 *Military Leave*

- 10.5.1 Each teacher who has been in the service of the Castro Valley Unified School District for a period of not less than one (1) year prior to the date upon which the absence begins, and who is ordered to active military or naval duty as a member of the National Guard, Naval Militia, or Reserve Corps, or any other force in the federal military, naval or marine service, shall be granted a leave of absence not to exceed thirty days with full pay, and an indefinite leave of absence from the teaching position in the District without pay for the remainder of the period of absence for military service. The teacher must report an intention to return to duty in the District within six (6) months following release from military service.
- 10.5.2 For teachers in a position requiring certification qualifications, the salary provision shall be deemed as one-tenth (1/10) of the annual salary established for such position.
- 10.5.3 A teacher who has been in the service of the District for a period of not less than one (1) year prior to the date upon which such absence begins shall keep all vacation and holiday privileges and shall not lose any rights with reference to promotion or continuance in employment or reappointment to employment.
- 10.5.4 Teachers are encouraged to take advantage of times when school is not in session to fulfill military service obligations.

10.6 *Bereavement Leave*

- 10.6.1 Bereavement leave with pay shall be allowed for death in the immediate family if said leave does not exceed three (3) days or five (5) days if out-of-state travel is required or travel within state exceeds 500 miles round trip. For purposes of this policy, "immediate family" means: mother, father, grandmother, grandfather, or a grandchild of the teacher or of the spouse or domestic partner of the teacher, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- 10.6.2 Up to two days leave with pay per year shall be allowed for bereavement not in the immediate family.

10.7 *Leave for Jury Duty*

- 10.7.1 A teacher shall be granted leave to appear for jury duty in the manner prescribed by Education Code Section 44037.

- 10.7.2 Juror's fees earned by the teacher on teacher workdays shall be assigned to the District. Reimbursement received for mileage shall be kept by the teacher.
- 10.7.3 Teachers required to call the court during the day for a possible afternoon appearance shall report to work in the morning. If a teacher chooses to not report to school in anticipation of an afternoon summons and is called to appear for jury duty, the district will grant the unit member Jury Duty Leave. If the teacher does not get an afternoon summons, the unit member uses their Personal Necessity Leave for the absence. Exceptions may be made for employees who live outside of the county. Upon contacting the court and learning of an afternoon summons, the teacher will immediately inform their administrator and the automated substitute system so that coverage can be arranged.

10.8 *Sabbatical Leave*

10.8.1 Definition and Purpose:

10.8.1.1 A sabbatical leave of absence granted to certificated employees for a period not to exceed one (1) year for the purpose of study or travel.

10.8.1.2 Sabbatical leave for the purpose of travel or study shall be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work.

10.8.2 Eligibility for sabbatical leaves:

10.8.2.1 The total number of certificated District staff members on annual leave at any one time shall not exceed three (3) percent.

10.8.2.2 To be eligible for sabbatical leave, an individual employee shall have rendered at least seven (7) consecutive years' service to this District.

10.8.3 The criteria for selection:

Priority in selection shall be given to the value of the leave to the District as a whole, soundness of the leave proposal, the number of years since the last sabbatical of the applicant, the length of service in the District, and the cost of the leave to the District.

10.8.4 Selection process:

10.8.4.1 Applications for sabbatical leave shall be on file at the office of the Assistant Superintendent of Personnel by January 15 of the school year prior to the leave.

10.8.4.2 Applicants for sabbatical leave shall be evaluated by a screening committee of six: three (3) teachers appointed by the Association; two (2) management personnel appointed by the Superintendent/designee; and the Assistant Superintendent of Personnel, who shall act as chair.

- 10.8.4.3 The selection committee shall submit to the Superintendent/designee by February 1 the names of applicants along with the study proposals and leave plans that the committee believes are worthy, based upon the selection criteria in Section 3. These names shall be submitted on a priority-order list.
- 10.8.4.4 The Superintendent/designee shall submit the committee report and his/her recommendations to the Board at the second scheduled meeting of the Board of Education in February.
- 10.8.4.5 The final decision, whether or not to grant sabbatical leave, shall be made by the Board.
- 10.8.5 Compensation and benefits during leave: The Board may grant compensation for sabbatical leave based upon any one of the following formulas:
- 10.8.5.1 The individual on sabbatical leave will be granted the difference between his/her salary which would have been earned during the leave period and Step 1 (AB + 30 units) on the current teacher salary schedule. Under this option, the person on leave may elect to participate in the District fringe benefit plan at his/her own expense.
- 10.8.5.2 The individual on sabbatical leave shall be granted the difference between his/her salary which would have been earned during the leave period and Step 2 (AB + 30 units) on the current teacher salary schedule. Under this option, the District shall pay 50% of the current fringe benefit plan and the employee on leave shall pay the balance.
- 10.8.5.3 The individual on sabbatical leave shall be granted the difference between his/her salary which would have been earned during the leave period and Step 3 (AB + 30 units) on the current teacher salary schedule. Under this option, the District shall pay 100% of the current fringe benefit plan.
- 10.8.5.4 The individual on sabbatical leave shall be granted a quarter, semester, or year's leave at one-half (1/2) salary plus fully-paid fringe benefits.
- 10.8.6 The recipient's obligations to the District upon return from leave:
- 10.8.6.1 Acceptance of sabbatical leave incurs a commitment by the teacher to return to active duty in this District for twice the amount of time spent on approved sabbatical leave unless rendered physically or mentally unable to do so.
- 10.8.6.2 Within forty-five (45) days of the teacher's return to active duty, he/she shall file a written report of the sabbatical leave with the Superintendent/designee. This report shall provide evidence that the intent of the sabbatical leave was fulfilled.
- 10.8.7 Assignment conditions upon return:

At the expiration of the sabbatical leave, the teacher shall, unless the teacher agrees otherwise, be reinstated in a like position held at the time of the granting of said leave of absence to the extent feasible with due regard to the interests of the District and pupils.

10.8.8 Failure of the recipient to return or observe the sabbatical leave plan:

Should it be determined by the Board that the intent of the sabbatical leave was not fulfilled or was only partially fulfilled, the Board may take action to financially penalize the teacher.

10.9 *Association Leave*

10.9.1 Release time for Association business shall be granted by the District to officers and representatives of the Association for a total of up to five (5) days.

10.9.2 Additional release time may be granted to the Association upon mutual agreement between the District and the Association. All substitute costs shall be paid for by the Association.

10.9.3 The Association President may work a reduced assignment. The President opting for a reduced assignment may elect to be paid by the District as a full-time teacher. The Association shall reimburse the District for all costs of the reduced assignment in accordance with the following schedule, whichever is the least:

10.9.3.1 When there is a clear one-to-one position match between the Association President and the replacement, all costs charged to the Association shall be for the actual replacement for the Association President who is on full or partial Association Leave; or

10.9.3.2 When there is no clear one-to-one position match between the Association President and the replacement, all costs charged to the Association shall be calculated based on the average cost of the temporary teachers hired in the district as of November 1 of that school year; or

10.9.3.3 When no replacement can be hired by the district to render the services normally provided by the Association President and those services must be provided by a non-public agency/service provider, all costs charged to the Association shall be the actual costs for the Association President.

10.9.4 Costs shall be defined to include salary, salary-driven “burden”, and benefits in an amount proportional to the amount of leave taken by the Association President.

10.10 *Miscellaneous Leave Provisions*

10.10.1 All medical examinations and tests required by the District shall be paid for by the District.

10.10.2 The District shall comply with the state and federal Family Leave Acts.

10.10.3 For purposes of leaves under Article X, immediate family shall include domestic partners. The employee must provide to the District a copy of his/her Certificate of Domestic Partnership from the California Secretary of State or sign a District Affidavit of Domestic Partnership.

10.10.4 Childcare Leave

10.10.4.1 Childcare leave without pay shall be granted to any unit member upon request for duration of the school year in which the child is born and a period of up to one academic year, subsequent to the birth or adoption of the child.

10.10.5 Catastrophic Leave for Family Members: Unit members may use personal necessity leave and up to six (6) weeks of differential leave to care for a spouse, domestic partner, child and/or parent who is seriously ill. The District may request verification of serious illness from the employee. This leave shall run concurrently with FMLA/CFRA leave.

10.11 ***Sick Leave Bank***

Upon written request, the district may authorize bargaining unit members to donate earned sick leave to an employee as eligible leave credits when that employee suffers from a catastrophic illness or injury. The district will consider each request on a case-by-case basis, considering both the circumstances of the employee and financial constraints of the district. The donation and receipt of such credits are subject to the following conditions:

10.11.1 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave.

10.11.2 Eligible leave credits are defined to mean sick leave accrued to the donating employee. An employee cannot donate future sick leave that has not been accrued.

10.11.3 The employee who is suffering from a catastrophic illness or injury and who is requesting that eligible sick leave credits be donated:

10.11.3.1 Must request in writing to the district personnel office that eligible sick leave credits be donated.

10.11.3.2 Must provide verification of the catastrophic injury or illness that is acceptable to the district.

10.11.3.3 Must exhaust all accrued paid sick leave credits.

10.11.3.4 Must use all sick leave credit that he or she continues to accrue on a monthly basis before receiving paid sick leave credits that are donated under this contract section.

10.11.4 An employee who chooses to donate eligible sick leave credits:

10.11.4.1 Must provide written notice to the district personnel office of the intent to transfer the eligible sick leave credits.

10.11.4.2 Must donate eligible sick leave credits of a minimum equal to one workday. Additional eligible sick leave credits may be donated in workday increments.

10.11.4.3 Must acknowledge in writing to the District Personnel Office that the employee understands that he or she cannot revoke the donation of the eligible sick leave credits because all transfers of eligible sick leave credits are irrevocable and binding. The donating employee must sign and date this acknowledgment.

10.11.5 Although more than one employee in the bargaining unit may donate eligible sick leave credits to the requesting employee, the cumulative maximum number of workdays the requesting employee may receive may not exceed the equivalent days in the work year of the requesting employee. Donated sick leave credit is irrevocably debited one day at a time per donor.

10.11.6 The district will determine whether the employee is eligible to receive sick leave credits due to the employee's catastrophic illness or injury. If the district determines that the employee is able to work, the district may deny the employee's request to receive donated sick leave credits.

10.11.7 The employee receiving the donated sick leave credits can use the donated sick leave credits for a maximum period of 180 days.

10.11.8 The district's decision to deny the employee's request to receive donated sick leave credits is subject to appeal to the Superintendent.

ARTICLE XI: ASSIGNMENT AND TRANSFER

11.1 *Assignment*

- 11.1.1 On or before April 30 of each year, the Superintendent/designee shall consult with each teacher under his/her supervision regarding assignment for the ensuing year by requesting that each teacher submit the Assignment Preference Form.
- 11.1.2 The Superintendent/designee shall make the final decision regarding the assignment of teachers, and shall notify the teachers as soon as practical. When the site/department determines that a specific assignment is hard to fill or highly requested, it may be rotated as determined by the site administrator with input from staff. This rotation may also be applied to the assignment of Additional Duty as listed in Article 5.
- 11.1.3 Members of a department may make recommendations to the administrator as to the use of seniority with regards to assignment of specific classes. The administrator's decision shall be final.
- 11.1.4 When a site administrator is notified of a vacancy during the school year, he/she shall first inform the site staff of the vacancy. The administration shall consider internal applications for reassignment prior to posting the vacancy for voluntary transfers.
- 11.1.5 For additional .2 assignments, priority will be given to part-time appropriately credentialed employees, teachers with the most seniority and expertise in the subject matter area.
 - 11.1.5.1 Appeals to the selection of the teacher may be made to CVTA and HR and resolved collaboratively,
 - 11.1.5.2 All additional .2 assignments will be discontinued at the end of each school year, or the semester in the case of a semester-only vacancy.
 - 11.1.5.3 Additional .2 assignments will be kept to a minimum of 2 years, unless there is a credential issue or there are no other applicants.

11.2 *Vacancy Postings*

- 11.2.1 Every vacancy in a teaching position shall be announced throughout the District within ten (10) days of the Superintendent/designee's determination that the vacancy exists.
 - 11.2.1.1 The vacant position description shall include:
 - (1) credentials necessary
 - (2) special professional attributes required for the position.
 - 11.2.1.2 Notification of the vacant position shall be distributed as follows:
 - (1) all site administrators (posting area should be at a site designated location)

- (2) department chairpersons
- (3) the Association
- (4) teachers on leave of absence

11.2.1.3 Vacancy notices will be posted at the sites and District Office for a minimum of five (5) business days before the position is filled permanently. This subsection shall not apply within 10 working days of the start of school.

11.3 *Transfer Policy*

11.3.1 Transfer of teachers within the District shall be the responsibility of the Superintendent/designee in accordance with the provisions of this Agreement.

11.4 *Voluntary Transfers*

11.4.1 Unit members have the right to request transfer to any vacant position in the District for which they are qualified.

11.4.1.1 A voluntary transfer request shall be submitted to the Superintendent/designee on the Transfer Request Form. This form is valid with or without the signature of the principal/program manager.

11.4.1.2 A transfer request shall be considered active for one year.

11.4.1.3 When a teacher requests a transfer, it shall be considered when vacancies exist subject to the following criteria:

11.4.1.3.1 verification of credentials held by the applicant,

11.4.1.3.2 verification of special professional attributes,

11.4.1.3.3 student and program needs of the receiving school,

11.4.1.3.4 seniority in the District when other factors are approximately equal.

11.4.1.4 If a voluntary transfer is denied, the teacher shall be provided with written reasons for the denial when requested in writing by the teacher.

11.5 *Involuntary Transfers*

11.5.1 If a decrease in the number of pupils or the elimination of programs and/or funding occurs, the District shall seek volunteers prior to making an involuntary transfer/reassignment. The Superintendent/designee may initiate teacher transfers for the following reasons:

11.5.1.1 changes in school organization,

11.5.1.2 increases or decreases in enrollment,

11.5.1.3 addition, reduction, modification or elimination of an educational service,

11.5.1.4 for specific and compelling reasons other than those described above.

- 11.5.2 Teachers recommended for involuntary transfer under 11.5.1.1, 11.5.1.2, and 11.5.1.3 above shall be those teachers with the least seniority whose assignments can be adequately assumed, as determined by the Superintendent/designee, by another teacher at the site. In the event the junior teacher is not selected for transfer, the Superintendent/designee shall supply written rationale to the senior teacher(s) transferred.
- 11.5.3 When the likelihood of a teacher's involuntary transfer is apparent prior to the end of a school year, that teacher shall be notified in writing of such likelihood and the reasons for the possible involuntary transfer before the end of the school year.
- 11.5.4 Teachers who are involuntarily transferred under 11.4.1.1, 11.4.1.2, and 11.4.1.3 above have the right to return to the site or program from which they were transferred when an opening for which they are qualified occurs at that site. This right may be exercised for a period of one (1) year plus the first two weeks of the semester immediately following the one-year period.
- 11.5.5 A teacher may elect to accept a one-year reduced contract in order to remain at one school, without jeopardizing the right to return to full-time status for the following year.
- 11.5.6 A teacher having a reduced teaching load because of declining enrollment shall have the right to transfer to a split assignment, if necessary, to maintain a full-time position.
- 11.5.7 When two or more involuntary transferees with the appropriate credentials and other special professional attributes (including major/minor requirements) are seeking the same position, the one with seniority shall be given the position, unless the Superintendent/designee presents a written rationale listing any special professional attributes and stating the qualifications of the favored transferee that led to the decision. The position shall not be filled permanently earlier than five (5) duty days after delivery of the written rationale.

11.6 Placement of Transferees

- 11.6.1 In the event of school reorganization involving combining, opening, or closing of schools, the Superintendent/designee will give priority consideration to placing the teachers in affected schools at the newly combined schools to which their students have been assigned in accordance with their qualifications.
- 11.6.2 When a more senior but less qualified candidate for transfer is accepted, the transfer may be made conditional on agreement to undertake course work or other suitable professional development activities to become better prepared.

11.7 Glossary of Terms

11.7.1 Business Day:

Any day that the District Office is open for business.

11.7.2 Increase or decrease in enrollment:

The difference in enrollment from the first month's attendance report date (end of first school month) of the previous school year and the first month's attendance report date (end of first school month) of the current school year.

11.7.3 Qualifications:

The composite of an individual's credentials, experience and special professional attributes.

11.7.4 Seniority:

For purposes of this Article, seniority is the number of years of continuous credentialed service in the District.

11.7.4.1 If in the past a teacher was required to resign for maternity reasons and was subsequently rehired, that period of interrupted service time will count for purposes of calculating seniority under this Article.

11.7.4.2 In the event a teacher is laid off and subsequently rehired, seniority shall be computed on the time actually served in paid status in the District.

11.7.4.3 Individuals serving in part-time assignments, including partial year service, shall have their seniority calculated on a percentage basis: e.g., a .5 contract or a one-half (1/2) year of service represent one-half year of seniority, except as follows:

11.7.4.3.1 Individuals on part-time contracts for phase-in retirement shall receive a full year's seniority for each year of service under such contracts.

11.7.4.3.2 Individuals electing a part-time contract in order to remain at a particular site will receive a full year's seniority for each year of service under such contract.

11.7.4.4 Paid leave shall count toward seniority for purposes of transfer.

11.7.5 Transfer:

Movement from a position in one school or program to a different school or program (for example: movement from Castro Valley High School to Canyon Middle School, or movement from a special education program to a regular classroom assignment).

11.7.6 Vacant Position:

A position which is not filled by a permanent or probationary employee and which has been designated to be vacant by the Superintendent/designee.

11.7.7 Special Professional Attributes:

Verified experience in a grade level or subject area, program, major/minor preparations or other academic preparations and interest or readiness.

11.7.8 Assignment:

The placement of a teacher in a specific subject and/or grade level within his/her school or special education program.

11.8 ***Notification to the Association***

11.8.1 The District will notify the association of all newly created positions, and the filling of 1.2 FTE positions.

11.9 District Initiated Classroom Moves

11.9.1 District initiated moves, which necessitates the packing and unpacking of significant classroom materials, shall include the following:

- 11.9.1.1 Teachers required by the District to move because of modernization projects; and
- 11.9.1.2 Teachers required to move by a Principal for reorganization or program purposes; and
- 11.9.1.3 Teachers required to move because of involuntary transfer.

11.9.2 Teachers who are required to move because of modernization and reorganization purposes shall be entitled to receive either two (2) days of substitute release time or two (2) days of substitute pay at the substitute daily rate for each move into a room. This is intended to provide one (1) day to pack and one (1) day to unpack.

11.9.3 Teachers who are involuntarily transferred shall be entitled to receive up to three (3) days of substitute release time or up to three (3) days of substitute pay at the substitute daily rate for the move from one room into another room.

11.9.4 The District shall transport all packed classroom materials and equipment for all of the above described moves.

ARTICLE XII: EVALUATION

12.1 Purpose

It is understood and accepted by the Parties to this Agreement that their principal objective is to improve continually the quality of education in the District; therefore, it is accepted that the fundamental premise for a successful evaluation program rests in the reciprocal respect and confidence generated between the evaluator and the evaluatee.

A comprehensive evaluation program operates on a number of levels -- including self-assessment, peer evaluation, supplemental evaluation by non-management personnel, informal as well as formal evaluation. This contract incorporates specific procedures for the formal and structured evaluation that is scheduled in conformance with Education Code Sections 44660-44665. It is understood by the parties that student learning is an integral part of effective instruction.

12.2 Individual Goals and Objectives

All certificated personnel shall prepare each year written statements of goals and objectives and present them to the appropriate management person by the twentieth (20th) day of instruction. For persons scheduled for formal evaluation, those statements will be entered on the Certificated Staff Member Work Plan forms.

12.3 Procedures for Scheduled Evaluation

12.3.1 Non-Permanent teachers shall be evaluated by management personnel during each year of non-permanent status.

12.3.2 Permanent teachers, with less than 10 years of service, shall be evaluated every other year of service and may be evaluated on a more frequent basis if necessary or desired. If a permanent teacher is to be made subject to the regular formal evaluation schedule in a year when he/she would normally be exempt, that teacher shall be notified in writing no later than the twentieth (20th) day of instruction, the notification to include a rationale.

12.3.2.1 Tenured unit members who have been employed by the District for at least 10 years, are highly qualified ("HQ") as defined in 20 U.S.C. Sec. 7801 (if serving in a position that must meet the federal HQ standards) and whose most recent evaluation was rated as meeting or exceeding standards, may be evaluated on a 3, 4 or 5 year cycle with mutual agreement between the unit member and the evaluator. If the evaluator does not agree, the unit member may request a written explanation from the evaluator. The unit member or the evaluator may withdraw consent at any time. If the evaluator withdraws consent to continue the alternative evaluation cycle, the unit member may request a written explanation from the evaluator. If consent is withdrawn, the evaluation cycle set forth in section 12.3.2 shall apply. A unit member may appeal an Assistant Principal's refusal to participate or withdraw from an alternative evaluation

cycle to the Principal at the school site. The request for an alternative evaluation cycle shall be made by May 31st of a school year.

12.3.3 Each teacher shall be assigned for evaluation to a management person whose identity shall be made known to the teacher no later than the twentieth (20th) day of instruction of the year in which the teacher is to be evaluated.

12.3.4 A pre-evaluation conference shall occur no later than the thirtieth (30th) day of instruction for the purpose of explaining and clarifying the evaluation criteria as well as discussing goals and objectives entered on the Work Plan. Both evaluator and teacher shall make a good faith attempt to agree upon the teacher's goals and objectives.

The employee shall be evaluated using the Evaluation Descriptors, from the California Standards for the Teaching Profession, attached to this agreement as Appendix A.

12.3.5 Where personnel serve in more than one school or program, provision shall be made for sharing information, but one administrator shall retain direct responsibility for evaluation.

12.3.6 All teachers may be observed on their professional performances and conduct for purposes of evaluation at any time during the school year. Records of observation must be presented to the evaluatee in written form before being placed in his/her personnel file. The person or persons who draft and/or place material in a teacher's (evaluation record) personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. Within ten (10) days of the observation, a conference shall follow the completion of any observation of a non-permanent unit member for which a written observation report is completed. For permanent members, a conference shall be held following an observation for which a written observation is completed if either the evaluator or the unit member makes a written request for such a conference. Such a conference shall be held within ten (10) working days after the date of the request for a conference unless, for good reason, it is necessary to hold the conference at a later date. Suggestions for improvement may be reduced to writing. Records of observation must be presented to the evaluatee, with an opportunity for a post-observation conference, prior to conducting the next observation.

12.3.6.1 Subsequent to the thirtieth 30th day of instruction, but not later than April 1, in the year during which the teacher is to be evaluated, one or more formal classroom observation(s) shall occur, at least one of which shall be of at least thirty (30) minutes' duration. By mutual agreement of the teacher and the evaluator, an observation may occur prior to the thirtieth day of instruction, provided that the pre-evaluation conference has taken place.

12.3.7 Non-permanent unit members not meeting District standards (e.g. N or U) shall receive the interim evaluation report and discuss the report with the evaluator no later than January 30.

12.3.8 At least once during a permanent teacher's evaluation year, and at least twice each year for non-permanent teachers, a formal evaluation conference shall be held. Distribution of the final Summary Evaluation Report shall be made not later than thirty (30) days before the last school day scheduled on the school calendar adopted by the Governing Board. The

contents of the Observation Form and the Evaluation Report shall be discussed in the conference. Comments by the evaluator will be discussed. During the final evaluation conference, attention shall be given to achievement of goals and objectives that were earlier recorded on the Certificated Staff Member Work Plan. Such evaluation meeting shall take place before the last school day scheduled on the school calendar adopted by the Governing Board.

- 12.3.8.1 When the evaluator or teacher deems it necessary, he/she may request the assistance of other members of the professional community to supplement the observation and evaluation activities of the designated evaluator. The professional community in this context includes other administrators and teachers in the District as well as specialists from such institutions as California State University, Hayward.
- 12.3.8.2 The evaluated teacher shall sign all copies of the evaluation report. One copy of the evaluation report shall be returned to the evaluator, one copy retained by the teacher, and one copy forwarded to the District Personnel Office. The teacher's signature is to acknowledge receipt of the evaluation. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- 12.3.8.3 Any certificated employee who receives a negative (N or U) evaluation may, upon request, be entitled to subsequent observations, conferences and written evaluations.
- 12.3.9 The evaluatee is expected to comply with all written directions for professional improvement issued by his/her evaluator. In case of disagreement that cannot be resolved between them:
 - 12.3.9.1 He/she may request a review of these directions by submitting a written response to the Superintendent/designee stating the objections to these directions.
 - 12.3.9.2 If informal attempts to reconcile the disagreement are not successful, the Superintendent/designee shall refer the matter to an Evaluation Review Committee, consisting of him/herself, a second administrator, and a teacher to be selected by the Association.
 - 12.3.9.3 The Evaluation Review Committee shall produce a decision to uphold or modify the prime evaluator's directions for professional improvement. The decision shall be binding upon both the prime evaluator and the evaluatee.

12.4 ***Other Information and Activities Related to Evaluation***

- 12.4.1 In a given year, up to 20% of the permanent teachers at any site may be evaluated by a peer evaluator, provided that:

12.4.1.1 The principal agrees both to allow a particular teacher to be evaluated by a peer and to the choice of the peer evaluator.

12.4.1.2 The principal specifies a procedure for the evaluation process.

12.4.2 Observations by persons other than the designated evaluator can become part of the evaluation record. Negative observations by persons other than the designated evaluator may be referred to in the formal evaluation only if the designated evaluator has made an independent verification.

12.4.3 Complaints and negative or derogatory materials which may impact upon the teacher's employment status shall be reduced to writing and a signed copy given to the teacher before such materials are entered into the official personnel record. The teacher shall have the right to enter his/her own comments into the record as an attachment to such materials.

12.4.4 Administrative evaluation efforts are intended to be comprehensive, especially in cases where teacher performance has been judged to be poor. In no sense are the evaluative procedures limited to the Certificated Staff Member Work Plan referred to in 12.3 above.

ARTICLE XIII: STAFFING

- 13.1 The District shall staff the schools and adhere to the following caseload and class sizes:
- 13.1.1 K-3 class sizes shall be 25:1. If there is new legislation regarding K-3 class size or K-3 funding, the parties will agree to re-negotiate.
- 13.1.2 Grades 4-5: actual enrollment divided by 31
- 13.1.3 Grades 6-12: Caseloads for full-time teachers will not exceed 167 representing a class size of 33 students, not to exceed 35 students in one class in grades 6-12. Performing Arts Classes, and Leadership Classes are exempt from these caps. Student teacher assistants enrolled in School Services shall not be counted as part of class size or caseload. The District shall make every effort to keep class size reasonable in the secondary Performing Arts, and Leadership classes.
- 13.1.3.1 Caseloads and class-size caps will be adjusted within the first 15 instructional days. Advanced Placement/Honors/Accelerated classes will be adjusted by the start of the second quarter.
- 13.1.4 Grades 6-12 Physical Education class caps per unit member will be:
3 periods up to 45:1
1 period up to 48:1
1 period up to 48:1 with overages compensated at \$30 per student per semester.
Caseloads and class-size caps will be adjusted within the first 15 instructional days of each semester.
- 13.1.5 Each department at the secondary level will work with the administration in developing their program and proposed number of sections required for the following school year. A department may elect to deviate from the class size maximum (but remaining within the caseload limit of 167) with the approval of two thirds (2/3) of the members of their department.
- 13.1.6 Counselors:
Grades 6 through 8: Student Caseload Cap per counselor shall be 450:1
Grades 9 through 12: Student Caseload Cap per counselor shall be 425:1
- Redwood Alternative High School: Student caseload cap per counselor shall be 275:1
- The above caseloads for each counselor shall be applied to staffing after first fifteen (15) instructional days of the school year.
- The caseload per counselor may be adjusted up or down 5%.

Actual enrollment shall be determined at the first month's attendance report date (end of the first school month). If enrollment drops at the end of the semester, staffing may be reduced.

13.2 In addition to the class formula, the following minimum additional personnel shall be allocated:

	<u>6-8</u>	<u>9-12</u>
Student Activities - at least	.4	.6
Related functions	.3	.5
Librarian	1.0	1.0
Totals	1.7	2.1

13.3 Allocations may be reduced mid-year, if enrollment drop warrants such reduction. However, implementation of this provision will affect only half-year temporary teachers.

13.4 Nothing in this Article shall preclude the District from reducing or eliminating positions and/or services if the District deems it necessary for educational or budgetary reasons in accordance with Education Code 44955.

13.5 Grade 4 and 5 teachers: for each trimester during which the teacher has over 32 students for 2 weeks or more, he/she shall receive \$400 per student over 32 students.

13.6 Grades 6-12 teachers: for classes, excluding PE, over 33 students for 3 or more weeks, teachers will be compensated at a rate of \$120.00 per student per semester

ARTICLE XIV: SAFETY

Unsafe Conditions

The District is committed to providing all employees with a safe and healthy working environment. Health and safety complaints will be submitted on the health and safety form provided in Appendix E by the bargaining unit member to the immediate supervisor within five (5) days of the unit member recognizing the problem. Within ten (10) working days of receipt of a written complaint, the District will communicate in writing to the complainant the steps that will be taken, unless the problem has already been rectified.

14.1 Any complaint that identifies a hazardous condition and/or that poses an immediate danger to employees shall receive the highest priority. The employee shall notify his/her supervisor as soon as this condition is identified. The immediate supervisor and/or District shall, as soon as possible, provide the complainant, any other affected employees, and the CVTA President of steps being taken to address the problem. If requested by the Association, the District shall provide a response timeline.

14.2 Assaults

14.2.1 Teachers who are threatened or assaulted by students during the performance of their duties may exercise the amount of physical control necessary to protect themselves, property, or the health and safety of pupils. The site administrator shall be notified immediately, followed by a written report. The District shall take reasonable steps to alleviate the problem and prevent further occurrences.

14.2.2 If in the teacher's judgment, a suspension from the class is appropriate to protect the teacher and other students, the teacher may suspend the student for the remainder of the class.

14.3 Disruptions, verbal abuse, or threats by non-students

The parties are committed to informing staff members of key provisions of laws that relate to verbal abuse, threats, and willful disruptions by non-students on campus. To that end, the district shall provide relevant reference materials in the office or other designated area at each school site. It is the intent of the parties that such materials include brief citations and information about the policies, laws, and codes regarding willful disruption of the work of school staff on campus.

14.4 Lockable Space

14.4.1 The District shall provide teachers with a lockable space to store purses or other small items. Such space could be a drawer in a locking file cabinet or desk. The bargaining unit member shall notify his/her administrator if such space is not available.

14.5 Protective Devices

14.5.1 The District shall make reasonable efforts to supply necessary protective devices to teachers who work with hazardous equipment and corrosive chemicals.

14.6 Emergency Communications

Until such time as all classrooms have phones with access to outside lines, a teacher may check out a school site cell phone for use in an emergency that may occur when the teacher plans to work on site during hours the school office is not open. When multiple teachers plan to work on site during hours the school office is not open, each site shall develop procedures for communications among those teachers and for communication with emergency services.

ARTICLE XV: GRIEVANCE PROCEDURE

15.1 **Definitions**

- 15.1.1 "Grievance" shall mean an alleged violation, misinterpretation or misapplication of the expressed terms and provisions of this contract. The term "grievance" shall not apply to any matter which, according to law, is beyond the scope of the Board's authority, or to any administrative judgments inherent in the terms of the Agreement. The procedure, by which these judgments are made, however, is grievable.
- 15.1.2 A "grievant" is a named teacher or group of teachers in the representational unit or the Association claiming rights under the terms of this Agreement have been violated in a manner described in 15.1.1
- 15.1.3 A "representative" is a fellow teacher or an Association agent, or a legal counsel who participated in the grievance process at Levels I or II at the grievant's request. However, only the Association's agent may represent a grievant in arbitration proceedings.
- 15.1.4 "Filing a grievance" shall mean the completion and timely submission of all information required under 15.3 Level I, of this Article, by the grievant or grievant's representative, using the proper form.
- 15.1.5 "Advance Step Filing" occurs where the administrative decision grieved was made at an administrative level above that of the grievant's immediate supervisor.
- 15.1.6 "Notice of Intent to Arbitrate" is a written communication from the Association to the Superintendent requesting arbitration of an unresolved Level II grievance. Such intent to arbitrate shall be sent by the Association within ten (10) days of the administrative decision at Level II.
- 15.1.7 A "teacher" shall mean any certificated employee of the District defined by Article II of this contract.
- 15.1.8 The terms "District" and "Administration" are to be used interchangeably in this Article and are to be understood to mean the members of the Board of Education acting as a Board or the designated Management Team acting as the Board's agent.
- 15.1.9 An "immediate supervisor" is the supervisor designated by the Administrator of Personnel Services as having immediate jurisdiction over the teacher who is filing the grievance.
- 15.1.10 A "day" as used within the context of this Article is defined as a day on which the District Office is open for business. The day of receipt of a document pursuant to the terms of this Article shall not be used for the purpose of determining time limitations.

Counting of days for calculating time limitations shall begin on the day after receipt of a document.

15.1.11 The "instructional day" is that part of the teacher workday when students are scheduled for instruction, guidance or assistance.

15.1.12 The term "advisory" qualifies decisions rendered by an arbitrator as being non-binding or non-compulsory on the parties involved. An advisory decision shall be considered a recommendation which may be followed, modified, or rejected by the Association and/or the District.

15.2 Procedural Understandings

15.2.1 The District and the Association agree that every reasonable effort shall be made by the administration and the aggrieved party to settle grievance at the lowest level possible. Teacher, teacher representatives and all administrative personnel involved in the presentation of a grievance shall be free from restraint, interference, coercion, discrimination or reprisal.

15.2.2 Except where medical impairment interferes, any teacher who believes he/she has a grievance shall meet and discuss the claimed grievance orally with the immediate supervisor within ten (10) days after he/she knew, or reasonably should have known, of the circumstances which form the basis for the claimed grievance. The supervisor shall attempt to resolve the matter within ten (10) days after the initial meet and discuss session with the teacher. "Meet and discuss" is intended to be an informal process geared to resolution of contract-related disputes prior to initiation of the formal grievance procedure which commences at Level I. If the grievance proceeds to formal Level I or beyond, neither party shall be bound by the substance of discussion and/or proposed remedies coming from such "meet and discuss" sessions.

15.2.3 Any teacher may present grievances in line with the provisions of this Article without the assistance of the Association as long as adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given ten (10) days from the receipt of the grievance and proposed resolution in which to file a response with the Superintendent/designee.

15.2.4 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association. The grievant may select no more than two (2) individuals to process the grievance. Any decision shall be binding on all grievants.

15.2.5 The grievant has the right, subject to the terms and conditions of this Article, to have a representative present at the meet and discuss procedures and Levels I, II or III of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure.

- 15.2.6 When a grievance has been filed by a teacher, the grievant may terminate the grievance at any time by giving written notice to the District.
- 15.2.7 Until final disposition of a grievance takes place, the grievant is required to conform to the District's interpretation of the disputed policy, procedure, rule, regulation and/or directive.
- 15.2.8 Except where medical impairment interferes, any teacher who believes he/she has a grievance because of an administrative decision made by an administrator other than his/her immediate supervisor, shall meet and discuss the claimed grievance orally with the appropriate Superintendent/designee within ten (10) days after the teacher knew, or reasonably should have known, of the circumstances which formed the basis of the claimed grievance. The Superintendent/designee shall attempt to resolve the matter within ten (10) days after the initial meet and discuss session with the teacher. If the grievance cannot be resolved by discussion, the grievant may file a written grievance with the Superintendent/designee as described in 15.3, Level I, 1, 2, and 3. This is termed "advance step filing."
- 15.2.9 The Association, when filing a response to a proposed resolution of a grievance, shall state in writing why the proposed resolution is unacceptable and what would be the remedy sought by the Association to resolve the issue. Each remedy sought by the Association shall be supported by written argument.
- 15.2.10 Failure by the District to adhere to decision deadlines contained in this Article constitutes the right for the aggrieved to appeal automatically to the next higher level. Failure of the teacher or the teacher representative to adhere to the submission deadlines contained in this Article shall mean that the teacher or teacher representative is satisfied with the decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement. Failure on the part of the Association to file a timely response to grievance resolutions shall mean that the Association is satisfied with the proposed grievance resolution.
- 15.2.11 Failure of a grievant to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance. The administration shall be required to give written notice of such termination to the grievant.
- 15.2.12 Hearings and conferences held pursuant to the provisions of this grievance procedure shall be scheduled by mutual agreement. When conferences are held during the instructional day, the District shall provide a substitute for the grievant. When the grievant has designated a representative who is a certificated employee of the District, a substitute for the representative will be provided at District expense. The Association may request of the District upon three (3) days' written notice to the Superintendent/designee that an Association representative be released from assignment, without loss of pay, to permit participation in or observation of the aforementioned activities. It shall be understood that the Association shall pay for the substitute for the Association representative.

15.2.13 Any investigation or other handling or processing of any grievance by the grieving teacher, or the representative of the grieving teacher, shall be conducted without interference with or interruption of the instructional program and related work activities of the school program.

15.2.14 All documents dealing with the processing of a grievance shall be held confidential by the administration and shall be filed separately from the personnel files of the participants.

15.2.15 Forms necessary to implement the grievance procedure shall be developed by the District and the Association.

15.2.16 Arbitrators shall be selected from lists provided by the California State Mediation and Conciliation Services (CSMCS)

15.3 ***Grievance Process***

LEVEL I:

If a claimed grievance cannot be resolved by discussion (see Procedural Understandings, 15.2), the grievant may file a written grievance to his/her immediate supervisor's office within five (5) days of the immediate supervisor's oral decision.

The written information contained in the filed grievance shall include:

15.3.1 A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.

15.3.2 A listing of the provisions of this Agreement which are alleged to have been violated, misinterpreted, or misapplied.

15.3.3 A listing of specific actions requested of the Administration which will remedy the grievance.

The immediate supervisor shall respond in writing within five (5) days after the receipt of the grievance.

LEVEL II:

If the grievance is not resolved at Level I, the grievant may, within fifteen (15) days from the day of receipt of the principal's (for site level grievances) or division head's (for central office level grievances) written decision, file the grievance with the Superintendent/designee. Within fifteen (15) days from the day of receipt of the written grievance, the Superintendent/designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent/designee shall send a written disposition of the grievance to the grievant within ten (10) days of such meeting(s) and shall send a copy of the written disposition to the Association.

LEVEL III:

If a grievance is not resolved at Level I and/or Level II, the grievant may request of the Association that the unresolved grievance be submitted to arbitration. The Association, within fifteen (15) days after the receipt of the written decision of the Superintendent/designee, shall give written notification of intent to arbitrate the grievance. Upon receipt of notification affirming arbitration, the Superintendent/designee shall within five (5) days contact the California State Mediation and Conciliation Services (CSMCS) for a list of Arbitrators and selection shall be by alternate strikes. The arbitrator shall set the arbitration date in coordination with the Association and the District.

15.4 ***Power of the Arbitrator***

- 15.4.1 Except as limited by the terms and conditions of the contract, the arbitrator shall render final decisions binding on the Association and the District. The arbitrator's decision shall be final and binding of any decision \$25,000 or less. Where the arbitrator's decision contains a financial award over and beyond \$25,000 the arbitrator's decision shall be advisory.
- 15.4.2 Decisions rendered by the arbitrator shall set forth in writing findings of fact, reasoning and conclusions on issues submitted.
- 15.4.3 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 15.4.4 The arbitrator shall be empowered to decide whether a grievance is arbitrable. The question of whether a grievance is arbitrable shall be decided before ruling on the merits of the grievance.
- 15.4.5 The costs of arbitration hearings shall be borne equally by both parties.
- 15.4.6 The cost of transcripts shall be borne by the requesting party(ies).

ARTICLE XVI: RETIREMENT INCENTIVES

- 16.1 The District shall provide teachers with options for part-time employment to phase in their voluntary retirement programs. The phasing from full-time employment through part-time employment into full retirement is intended to take place over a period not to exceed five (5) years.
- 16.1.1 It shall be District policy to utilize Education Code Section 44922 to make phase-in retirement programs available to teachers.
- 16.1.2 The teacher may elect the program at the age of 55
- 16.1.3 To be eligible, the teacher must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the Castro Valley Unified School District.
- 16.1.4 The contract shall call for a reduced workload which is the equivalent of not less than one-half the number of days of service required by the contract of employment during the teacher's final year of service in a full-time position. In elementary grades, the normal arrangement is presumed to be one semester of teaching and one semester off, unless some other arrangement has been agreed to by District management, principal/program manager and teacher.
- 16.1.5 The teacher shall be paid a salary which is the pro rata share of the salary that would be earned had the teacher not elected to exercise the option of part-time employment.
- 16.1.6 The District and the teacher shall continue to pay retirement contributions at the full-time salary level, and the teacher shall continue to receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 16.1.7 Sick leave entitlement shall accrue in an amount proportionate to the level of employment. (Example: A half-time teacher would accrue five (5) days.)
- 16.1.8 The option of part-time employment must be exercised at the request of the teacher and can be revoked only with the mutual consent of the District and the teacher.
- 16.1.9 The specific assignment for the first year of a teacher's phase-in retirement program must be satisfactory to District management, principal/program manager and the teacher. A conscientious effort will be made to provide the same, comparable or other appropriate assignments in succeeding years if the phase-in to retirement plan extends beyond one (1) year.
- 16.2 A Career Enhancement Incentive Program (CEIP) shall be established which shall provide a maximum of \$7500 per year at a compensation rate based on per diem placement of a participant at the time of retirement.

16.2.1 Eligibility: Employees meeting the eligibility requirements to serve shall be granted entry into the program, based on the following criteria:

16.2.1.1 Applicants must have a minimum of ten (10) years of service in the Castro Valley Unified School District in a position requiring certification. A year of service is defined as working not less than 75% of the days required by the contract of employment.

16.2.1.2 Applicants shall have attained a minimum age of fifty-five (55).

16.2.1.3 Applicants must submit a letter of intent to participate in the District designated program and a letter of resignation to the Board and Superintendent. Participation in this program shall be on a one-time basis only.

16.2.2 Contract:

16.2.2.1 Persons opting for this program would be permitted to serve the number of days at his/her per diem rate for a maximum of \$7500 each year at activities or services deemed necessary and appropriate by the Superintendent and at times mutually agreed upon by the District and the retired employee.

16.2.2.2 Certificated personnel entering the CEIP will receive a full day per diem compensation equal to that last received at the date of retirement.

16.2.2.3 Upon satisfactory performance, persons opting for this program would be assured of annual contract renewal for five (5) years.

16.2.2.4 Once a retired employee has entered into the program, the retired employee may drop his/her participation at any time at the end of any contract year.

16.2.3 Other:

16.2.3.1 Participation in the Career Enhancement Incentive Program (CEIP) is voluntary on the part of all certificated personnel.

16.2.3.2 No leaves shall be earnable under the terms of this plan and the retired employee may not use sick leave accumulated prior to resignation from the district.

16.2.3.3 All inquiries concerning this program shall be directed to the District Personnel Office.

16.2.3.4 Examples of potential activities are as follows:

Articulation
Audio/Visual Coordination
Competencies
Curriculum Development
Elementary Counseling

Home Hospital Instruction Program
Individual Proposal
Outdoor Education
Remediation Program
SIP/WASC Program Reviews
Special Projects
Substituting
Summer Advisement
Other

- 16.3 Implementation of STRS retirement Plan B as identified in the memo of February 9, 1987, entitled "Financial Implications of STRS Retirement Plans." Utilization of the Career Enhancement Incentive Program (CEIP) for participants in Plan B shall be reduced by the cost of fringe benefits incurred by the district each year an employee is under the age of 55 years.
- 16.4 The District may hire retired teachers to serve in vacancies on temporary contracts under the following conditions:
- 16.4.1 The retiree would be hired on a temporary contract.
- 16.4.2 The retiree's earning limitation, as set by STRS, shall apply.
- 16.4.3 The retiree shall return to his/her prior step/column and if rehired in subsequent years shall be entitled to move step/column as applicable and shall be entitled to any across-the-board increases received by the rest of the bargaining unit members.
- 16.4.4 The District shall post vacancies in accordance with Article 11.

ARTICLE XVII: ADULT SCHOOL

17.1

- I..... AGREEMENT
- II..... RECOGNITION
- III..... DISTRICT RIGHTS
- IV..... ORGANIZATIONAL SECURITY
- V..... SALARIES
- VI..... BENEFITS
- VIII..... PART-TIME TEACHERS
- X..... LEAVES
- XI..... TRANSFER, PROVISION
When vacancy occurs in K-12 program, an Adult School certificated teacher may apply and be considered for employment along with K-12 transfer requests.
- XII..... EVALUATION
- XIV..... SAFETY
- XV..... GRIEVANCE
- XVI..... RETIREMENT INCENTIVES
- XX..... COMPLETION OF MEET AND NEGOTIATE
- XXI..... SUPPORT OF AGREEMENT
- XXII..... EFFECT OF AGREEMENT
- XXIII..... SAVINGS CLAUSE

17.2 The following Articles apply to Adult School teachers:

17.2.1 Hours of Employment

- 17.2.1.1 Teachers and counselors to be granted rest periods in the middle of each work period: from three (3) to four (4) hours a day, one fifteen (15) minute rest period; from four (4) to eight (8) hours a day, two fifteen (15) minute rest periods.
- 17.2.1.2 All teachers and counselors who have been on duty for five (5) hours or more shall be entitled to a duty-free lunch period of at least thirty (30) minutes.
- 17.2.1.3 Upon mutual consent between teachers and site administrators, the second fifteen (15) minute rest period shall be eliminated and combined with the thirty (30) minutes duty-free lunch, thus becoming a forty-five (45) minute lunch period.

17.2.2 Class Size

- 17.2.2.1 Class size shall not be set for programs identified as state authorized.
- 17.2.2.2 Class size for Community Education classes will vary according to the number of students who have paid the required class fees.

17.2.3 Assignments

17.2.3.1 Assignments within the Adult Education Department
Assignments initiated by teachers shall be made by the Superintendent/designee based upon the following conditions:

17.2.3.1.1 A vacancy actually exists.

17.2.3.1.2 The teacher is properly credentialed for that position.

17.2.3.1.3 The teacher has special professional requirements, stated in the description of the position, which specify the experience needed in the technical skill, trade or vocation related to the subject to be taught.

17.2.3.2 Posting Position Vacancies

Adult School positions will usually be posted within five (5) work days from the time a vacancy exists.

Position vacancies need not be posted whenever qualified teachers submit proposals for new classes or programs where none are currently scheduled in the Castro Valley Adult School. When positions are posted, the following information will be included:

17.2.3.2.1 The title of the position

17.2.3.2.2 The necessary credentials required for the position

17.2.3.2.3 The teacher has special professional requirements stated in the description of the position, which specify the experience needed in the technical skill, trade or vocation related to the subject to be taught.

17.2.3.2.4 Position vacancies for Community Education (fee classes) need not be posted whenever qualified teachers submit proposals for new classes or programs where none are currently scheduled in the Castro Valley Adult School.

17.2.3.2.5 For purposes of this Article, Adult School teachers will have seniority calculated on the same basis as all other teachers.

17.2.4 Calendar

17.2.4.1. Adult School classes may be conducted any day or evening throughout the school year, with the exception of legal and District-declared holidays.

17.2.4.2. The Superintendent/designee shall consult with a bargaining unit representative before setting the calendar.

17.2.5 Paid Leave

- 17.2.5.1 For the purpose of charging sick leave, bereavement leave, or personal necessity leave, the actual hours will be used for such compensation, not an average.

ARTICLE XVIII: PEER ASSISTANCE AND REVIEW PROGRAM

PEER ASSISTANCE AND REVIEW PROGRAM

The Association and the District strive to provide a high quality education to the students of the Castro Valley Unified School District. In order for all students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues. Therefore the Association and the District hereby establish a teacher peer assistance and review program (PAR), making available the skills of exemplary teachers to guide professional development of teachers inside a culture of help. PAR shall use as its professional model the California Standards for the Teaching Profession (CSTP). Peer assistance and review will be provided to permanent teachers who are referred to the program because of an unsatisfactory evaluation, who volunteer for assistance, or new teachers who are not eligible for BTSA.

18.1 PURPOSE

- 18.1.1 The Peer Assistance and Review Program (“Program”) allows exemplary teachers to assist certain permanent and new teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- 18.1.2 The extent of the Program’s assistance and review depends on whether the participating teacher is a permanent teacher who has received an unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies and teaching methods; a volunteer permanent teacher; or a new teacher who is not eligible for BTSA. The Program’s assistance shall be provided through Consulting Teachers as described in detail in Sections 18.4 and 18.5 of this document. This assistance shall not involve the participation in, nor the conducting of, the annual evaluation of certificated unit members as set forth in Article XII of the Agreement and Education Code section 44660, et seq., except for making available to the evaluator and the personnel department the results of the referred unit members’ participation in the Program.
- 18.1.3 The Program shall utilize the following priority for participation: first, for Referred Teachers with an unsatisfactory evaluation; second for Voluntary Participating Teachers; and third, for New Teachers who are not eligible for BTSA.

18.2. DEFINITIONS

- 18.2.1 “Classroom Teacher” or “Teacher”

Any member of the certificated bargaining unit who is covered by the CVTA Agreement.

18.2.2 “Consulting Teacher” (CT)

An exemplary teacher meeting the qualifications set forth in subsection 18.5.2 who is selected by the Joint Panel to provide program assistance to a Referred, New, or Voluntary Participating Teacher.

18.2.3 “New Teacher” (NT)

A unit member having non-permanent status who is not eligible to participate in the District’s BTSA program.

18.2.4 “Voluntary Participating Teacher” (VT)

Any unit member with permanent status whose most recent performance evaluation did not contain an unsatisfactory rating, except as provided in section 18.4.3, and who wants to engage in a professional growth activity utilizing a Consulting Teacher’s assistance.

18.2.5 “Referred Teacher” (RT)

A unit member with permanent status whose most recent performance evaluation contained an unsatisfactory evaluation in the area of subject matter knowledge, teaching strategies, or teaching methods, as designated in sections a), b) or c) on the Evaluation Report form.

18.2.6 “Evaluator”

The certificated administrator appointed by the District to evaluate a certificated teacher.

18.2.7 “Instructional Leader” (IL)

A teacher selected to provide assistance to teachers through staff and curriculum development.

18.3. JOINT COMMITTEE

18.3.1. Composition and Selection. The Joint Committee (JC) shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be selected by the Association. Two(2) members shall be administrators selected by the District. The Association and the District shall individually determine the selection, the qualifications, and the term of its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the parties shall consider staggered terms so that no party’s appointees are all new in any one school year. The Joint Committee shall establish its operational procedures, for example, determining the frequency of meetings, selecting a chairperson, and the like in accordance with paragraphs 18.3.2 and 18.3.3.

18.3.2 Meetings and Compensation. The Joint Committee shall establish its meeting schedule. To hold meetings, a minimum of two (2) teachers and one (1) administrator shall be present. Meetings may be held during the school day with a grant of release time to teachers, or during non-school time. Every effort shall be made, however, to meet at

times other than during the school day to allow teachers to remain in the classroom. Association appointees to the Joint Committee shall receive a stipend of \$2000 per school year, payable monthly.

18.3.3 Decision Making. The joint Committee shall make all decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a simple majority vote of the five members.

18.3.4 Responsibilities. The Joint Committee shall be responsible for the following:

18.3.4.1 Consulting Teachers (CT)

18.3.4.1.1 Selection of CTs. No applicant shall be selected without a classroom observation by two members of the Joint Committee.

18.3.4.1.2 Training of CTs.

18.3.4.1.3 Review peer review reports prepared by the CT.

18.3.4.1.4 Evaluate and, if necessary, remove a CT. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the CT. Removal shall be in the sole discretion of the Joint Committee. Prior to the effective date of such removal, the Joint Committee shall provide the CT with a written statement of the reasons for the removal and meet with the CT to discuss the reasons upon request. The Joint Committee's decision shall be final.

18.3.4.2 Permanent Teachers. The Joint Committee shall notify the permanent teacher, his/her principal, and the CT in writing that the permanent teacher is participating in PAR and of the CT who has been appointed. Referred Teachers may not voluntarily transfer while participating in this program.

18.3.4.3 Cooperation Between Consulting Teacher and Principal. The Joint Committee shall expect and strongly encourage a cooperative relationship between the Consulting Teacher and the principal in the peer assistance and review process.

18.3.4.4 Reports to the Board of Education and Superintendent. The Joint Committee shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, principals, and others as deemed appropriate. The Joint Committee shall submit this annual evaluation in writing, including any recommendations for improvement, to the Board of Education and to the Superintendent no later than May 30. The Joint Committee shall submit also the names of Referred Teachers who, after sustained assistance, are unable to demonstrate satisfactory improvement.

18.3.4.5 Confidentiality. All materials related to evaluations, reports, and other personnel matters regarding individuals which are created or reviewed by the

Joint Committee shall be kept strictly confidential. Therefore, Joint Committee members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:

18.3.4.5.1 The District may make use of the following documents regarding Referred Teachers: (1) final and intermittent peer review reports prepared by Consulting Teachers; (2) recommendations of the Joint Committee or CT regarding participants in the program; and (3) evaluations of a referred teacher's participation in the Program by the Joint Committee or CT.

18.3.4.5.2 Materials shall be disclosed if required by law.

18.3.5 Indemnity. The District shall defend and indemnify Joint Committee members against claims arising out of their good faith performance of duties under this Article. Joint Committee members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

18.3.6 Non-Management/supervisory status. Functions performed by teacher Joint Committee members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

18.4 PROGRAM OUTLINE

18.4.1 Referred Teachers (RT). A permanent unit member who has received an unsatisfactory evaluation from his/her supervisor shall participate in the PAR Program. The District shall notify the Joint Committee of any unit member who has received an unsatisfactory evaluation.

18.4.1.1 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher's evaluator after the Referred Teacher receives the unsatisfactory rating.

18.4.1.2 The evaluator's recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered as the performance goals required by Education Code sections 44664(a) and 44500 (b)(2). These recommendations shall be submitted to the Joint Committee for monitoring purposes.

18.4.1.3 A meeting or meetings shall occur initially between the Consulting Teacher assigned to the Referred Teacher, the Evaluator and/or the Referred Teacher to discuss the recommended areas of improvement outlined by the evaluator and

the types of assistance that should be provided to the Referred Teacher.

- 18.4.1.4 The Consulting Teacher and the evaluator are encouraged and expected to establish a cooperative relationship and shall coordinate the assistance provided to the Referred Teacher.
 - 18.4.1.5 The Consulting Teacher shall submit the plan for assistance to the Joint Committee for monitoring purposes. The Consulting Teacher will provide assistance, including but not limited to the support set forth in section 18.5.1, which shall include conducting multiple classroom observations of the Referred Teachers. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.
 - 18.4.1.6 The Consulting Teacher will prepare and provide to the Joint Committee periodic assistance logs (at least every three months) regarding work performed with RTs the purpose of which shall be to allow the Joint Committee to evaluate the work of the consulting teacher.
 - 18.4.1.7 Before May 1 of each year, the Consulting Teacher shall complete a Final Assistance Log for submission to the Joint Committee for the same purpose set forth in section 18.4.1.6. This Final Assistance Log shall be submitted to the Joint Committee, with a copy also submitted to the RT, the Evaluator, and the Personnel Office. For purposes of making a recommendation to the Governing Board regarding those RTs who have not demonstrated satisfactory improvement after participating in the PAR program, the Joint Committee shall consider the Final Assistance Report of the CT, the Evaluator's report of the RT's progress following the PAR program, and any response prepared by the RT. The Evaluator may use the Final Assistance Log in the preparation of the RT's final evaluation.
- 18.4.2 New Teachers: The District may require the participation of New Teachers in the program who are not eligible for the BTSA program. The Director of Personnel shall identify for the Joint Committee any New Teachers who will be not eligible to participate in the BTSA program.
- 18.4.2.1 The Consulting Teacher will focus the assistance in the areas listed by the evaluator as needing improvement and/or assistance.
 - 18.4.2.2 The Consulting Teacher and the evaluator shall have a cooperative relationship, and shall coordinate the assistance provided to the New Teacher.
 - 18.4.2.3 The Consulting Teacher will prepare and provide to the Joint Committee periodic assistance logs (at least every three months) regarding work performed with NTs the purpose of which shall be to allow the Joint Committee to evaluate the work of the consulting teacher.

18.4.2.4 Any New Teacher participation in the program under this section or section 18.4.3 shall have no effect whatsoever on the governing board's statutory right to make non-renewal decisions pursuant to Education Code section 44929.21.

18.4.3 Volunteer Teachers (VT). Any permanent classroom teacher as defined in section 18.2.4 may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. The VT must volunteer by April 1 of the prior school year. During their referral year, an RT who receives a Needs Improvement or Satisfactory evaluation may volunteer to participate in PAR for the following year within 15 days of receiving his/her evaluation. NTs who are not eligible for BTSA may volunteer to participate in the PAR program no later than October 15. The Joint Committee and District shall consider whether such participation is feasible, taking into account the budget considerations set forth in section 18.4.4. A volunteer may withdraw from the Program at any time. When the volunteer applies to the Program, he/she shall provide the Program with an initial draft of the goals which he/she would like to accomplish by participation in PAR.

18.4.3.1 The CT shall maintain a log of assistance which shall not include any evaluative comments. A copy of this log shall be provided to the Joint Committee and the volunteer. It shall not be placed in the volunteer's personnel file.

18.4.3.2 Because Volunteer participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Committee will make written reports regarding individual Volunteer Teachers who participate in the Program, other than as set forth in section 18.4.2.1. The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement to the Program to the Joint Committee. The Joint Committee will annually report to the Board of Education and to the Superintendent on the overall effectiveness of the Program for the Volunteer Teachers.

18.4.3.3 The CT shall not be called, without the written consent of the VT, by the Association or District to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the VT if the subject of the inquiry is the teaching performance of the VT during the period the CT assisted the VT as a voluntary participant in PAR. The provisions of this subsection shall have no application to non-renewal decisions, as set forth in section 18.4.2.4.

18.4.4 Budget Considerations. By May 1st of each year, the Joint Committee will estimate the number of CTs needed for the following year and will communicate in writing that number to the Superintendent. If the cost for the stipends for the CTs, for the stipends for the Joint Committee members, and for the other required costs for the PAR program exceed the additional funding received from the State, the Superintendent may authorize the additional expenses or will notify the Joint Committee of the need for reductions. The Joint Committee will review the estimate of the number of CTs needed for the following year and shall reduce the number of CTs based on the following priorities:

- 18.4.4.1 The first participants to be served in the PAR program the following year will be the RTs;
- 18.4.4.2 If the cost for the CTs needed to assist the RTs is less than the additional funding the Joint Committee will determine the number of VTs who will participate the following year;
- 18.4.4.3 If the cost to assist the RTs and VTs is less than the additional funding the Joint Committee will determine the number of NTs who will participate.
- 18.4.4.4 Should the Joint Committee and the District agree mutually to use any of the remaining additional funding received from ABIX to pay costs for teachers to participate in the National Board Certification Process, a side letter will be developed by the parties.

18.5 CONSULTING TEACHERS.

- 18.5.1 Duties. Consulting Teachers (CT) shall participate in training and provide assistance to Classroom Teachers pursuant to the Program. Consulting Teachers shall assist teachers by demonstrating, observing, coaching, conferencing, or providing other activities, which, in their professional judgment, will assist the teacher in accord with the PAR process set out in Section 18.4.
- 18.5.2 Qualifications A consulting teacher shall possess the following qualifications: a credentialed classroom teacher with permanent status and at least three years of recent teaching experience; demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of effective teaching strategies necessary to meet students' needs in different contexts; demonstrated ability to work cooperatively and effectively with other teachers and administrators; demonstrated effective leadership skills; and experience in working on school or District committees. A consulting teacher cannot be a member of the Joint Committee.
- 18.5.3 Posting and Application. There shall be a posting for the position of consulting teacher at all sites and in the District office. Applications may be submitted at any time and will be kept on file to the end of the current school year. In addition to the application, applicants shall submit letters of recommendation from 1) his/her principal or immediate supervisor, and 2) two teachers at the applicant's site/program. The Joint Committee may contact any persons submitting a letter of recommendation. After observing in the classroom of the applicant, the Joint Committee shall select the CT. All applications and references shall be treated with confidentiality. They shall not be placed in the CT's personnel file.

- 18.5.4 Term of Assignment. A CT shall be appointed for and agree to accept a one-year term, subject to annual renewal. Each Consulting Teacher shall be provided some release time from regular classroom duties, depending on need and funding for the Program.
- 18.5.5 Compensation/Caseload. CTs shall be compensated in accordance with a stipend schedule developed by the Joint Committee. The maximum stipend shall be \$5000 for a CT who carries a caseload equivalent to two RTs or one RT and two VTs/NTs. A CT who serves less than a year shall receive a prorated stipend. CT stipends shall be payable on a monthly basis.
- 18.5.6 Indemnity. The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.
- 18.5.7 Non-Management/supervisory status. Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

18.6. INSTRUCTIONAL LEADERS

- 18.6.1 Duties. By March 1 of each year, the Joint Committee may make recommendations to the Superintendent regarding the kinds of duties to be performed by Instructional Leaders and/or regarding staff development activities. The Superintendent shall consider these recommendations in determining the duties of the Instructional Leaders.
- 18.6.2 Number of Instructional Leaders. By March 1 of each year, the Joint Committee may recommend to the Superintendent the number of Instructional Leaders for the following year. The Superintendent shall consider these recommendations in determining the number of Instructional Leaders for the following year.
- 18.6.3 Term of Assignment. The Joint Committee may recommend the length of term when recommending the number of Instructional Leaders. The Superintendent shall consider these recommendations in determining the term of assignment for the Instructional Leaders.
- 18.6.4 Selection. By March 1 of each year, the Joint Committee may recommend to the Superintendent any individual unit member(s) to serve as Instructional Leader(s). The Superintendent shall consider these recommendations in selecting unit members to serve as Instructional Leaders.
- 18.6.5 Compensation. Unit members selected to serve as Instructional Leaders will be paid a stipend of at least \$4500 per academic year and shall work the equivalent of twenty-seven (27) additional days per year.

18.7 MISCELLANEOUS

- 18.7.1 Only the procedural requirements of this article shall be grievable. The substantive provisions of this Agreement, including, but not limited to, any reports prepared in the course of providing the PAR program to RTs, VTs, and NTs, the activities and decisions of the Joint Committee, and/or the activities of the Consulting Teacher shall not be grievable.
- 18.7.2 Nothing herein shall modify or in any manner affect the right of the District under provisions of the Education Code relating to the employment, classification, retention, dismissal, or non-reelection of certificated employees.
- 18.7.3 The teacher Intern Candidate may voluntarily request Consulting Teacher support through the PAR Joint Committee. The District is committed to providing support to Intern Candidates if requested.

ARTICLE XIX: COMPLAINTS

- 19.1 A complaint against a teacher shall be reported to the teacher within ten (10) working days of when the administrator becomes aware of the complaint. This article applies to any complaint that may lead to negative action, except any complaint of suspected child abuse or sexual harassment.
- 19.2 If agreeable to both the complainant and the member, the administrator will schedule a meeting between the parties and if requested by the teacher or the complainant, an administrator shall attend the meeting.
- 19.3 If the matter is not resolved at the meeting, or there is no meeting, the complainant, or their representative (e.g. site principal, friend, etc.) shall put the complaint in writing, signed by the complainant and author and provide a copy to the teacher. If no written complaint is provided to the teacher, there shall be no reference to the complaint in future evaluations or disciplinary action.
- 19.4 The teacher may, within ten (10) working days submit a response to any written documentation which is placed in the personnel file. No disciplinary or negative action may occur as the result of an unsubstantiated complaint.

ARTICLE XX: COMPLETION OF MEET AND NEGOTIATE

Article XX: Completion of Meet and Negotiate

- 20.1 Except as provided by Article XXIII, Savings Clause, the parties expressly waive and relinquish the right to meet and negotiate on any subject matter whether referred to or covered in this agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they met and negotiated on and executed this agreement.
- 20.2 The term of this agreement shall be from July 1, 2011 through June 30, 2014. The parties' Collective Bargaining Agreement remains in effect until the conclusion of bargaining for 2012-2013 negotiations. Either party may reopen two articles, in addition to salary, for each of the following years: 2012-2013 and 2013-2014.
- 20.3 The Parties shall give notice of re-openers prior to March 31 of each applicable year. Negotiations shall commence no later than May 1. Negotiations for a successor agreement shall be subject to the same timelines as above. This Agreement shall expire on June 30, 2014.

ARTICLE XXI: SUPPORT OF AGREEMENT

- 21.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association and the District shall support this Agreement.

ARTICLE XXII: EFFECT OF AGREEMENT

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE XXIII: SAVINGS CLAUSE

- 23.1 Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction or by a change in statute effected by the Legislature shall be deemed to be invalid, and either party may open the Contract to renegotiate that provision. All other provisions shall continue in full force and effect.

APPENDIX A-1: K-12 Teacher Salary Schedule- 2011-2014

SALARY SCHEDULE
Castro Valley Unified School District
K-12 Teacher Salary Schedule 2013-2014

	Emergency/ Intern Credential	A Credential BA+30	B Credential BA +45	C Credential BA+60	D Credential BA+75
1	45,686	49,497	49,760	50,180	50,712
2	46,565	49,760	50,180	51,164	52,976
3	47,443	50,180	50,712	53,430	55,240
4	49,200	50,712	52,976	55,693	57,505
5	49,200	52,524	55,240	57,956	59,768
6	49,200	54,334	57,505	60,221	62,485
7		56,146	59,768	62,485	65,201
8		57,956	62,032	65,201	67,917
9		59,768	64,296	67,917	70,635
10		61,580	66,561	70,635	73,352
11		63,390	68,824	73,352	76,069
12		63,390	68,824	76,069	78,785
17		65,201	70,635	77,879	81,049
22		67,013	72,446	79,690	83,314
27					90,557

Advanced Degree (Limited to one Increment): Masters: \$1863 or Doctorate: \$2786
 (All unit references are converted to semester units: 1 quarter unit= 2/3 semester unit)

Maximum Advancement Units - Additional Salary

Unit members who have been on Step 12, Column D for at least one year shall be eligible for Maximum Advancement Units at a rate of not more than 5 units per year, up to a maximum of 20 units. The criteria for Maximum Advancement Units to be acceptable are as follows:

- 1) Prior Written District approval is required for all of these units
- 2) Units meet the District Unit Advancement Criteria
- 3) Maximum Advancement Units: .3% of D-12: \$236.00 (Effective 7/1/13)

+1 unit	\$236.00	+6 units	\$1,416.00	+11 units	\$2,596.00	+16 units	\$3,776.00
+2 units	\$472.00	+7 units	\$1,652.00	+12 units	\$2,832.00	+17 units	\$4,012.00
+3 units	\$708.00	+8 units	\$1,888.00	+13 units	\$3,068.00	+18 units	\$4,248.00
+4 units	\$944.00	+9 units	\$2,124.00	+14 units	\$3,304.00	+19 units	\$4,484.00
+5 units	\$1,180.00	+10 units	\$2,360.00	+15 units	\$3,540.00	+20 units	\$4,720.00

*(1) Employees with BA only will be Y-rated on Col. A (Step 1-6)

*(2) Employees with BA+15 will be Y-rated on Col. A (Step 1-9 only)

**Hurdle Requirement: Six units of salary schedule credit must be presented before going over the hurdle between Steps 5 and 6 and between Steps 10 and 11. Units earned for column moves are also applicable to hurdle requirements. When a teacher fails to satisfy a hurdle requirement, he/she shall remain stationary on the salary schedule. When the hurdle requirement is eventually satisfied, that teacher will move to the appropriate step with due regard to the number of years of intervening service.

In addition to the salary increase, the District's maximum dollar contribution per teacher for Health & Welfare Benefits is \$6,000.00 effective date July 1, 2013.

APPENDIX A-2:

K-12 Hourly Certificated Pay Schedule and Adult Teacher Salary Schedule - 2013-2014

(Effective 7/1/13)

Only those Bargaining Unit Members of classes funded by adult school revenue or categorical funds shall be paid on this salary schedule. Summer school and hourly certificated teachers paid on this schedule shall move up annually in accordance with past practice. All other Adult School Credentialed Teachers shall be paid on Non Bargaining Unit Member Adult Teacher Schedule.

Step	A Credential or AB	B AB+30	C AB+60
	<i>Hourly Rate</i>	<i>Hourly Rate</i>	<i>Hourly Rate</i>
1	36.71	37.22	37.72
2	37.05	37.72	38.35
3	37.41	38.15	38.88
4	37.75	38.66	39.55
5	38.09	39.14	40.22
6	38.40	39.58	41.07
7	38.73	40.03	41.42
8	39.08	40.46	42.02
9	39.72	41.11	42.75
10	40.32	41.69	43.45
11	40.99	42.38	44.17
12	41.63	43.11	44.89

PLEASE NOTE: Hourly certificated employees who are otherwise members of the unit shall be paid in accordance with the following schedule:

<u>Step</u>	<u>Progression</u>
1	No prior experience
2	One year experience or as determined by Superintendent/Personnel Administrator at Step 1 rate
3	Two years experience or as determined by Superintendent/Personnel Administrator at Step 2 rate
4	Three years experience or as determined by Superintendent/Personnel Administrator at Step 3 rate
5	Four years experience or as determined by Superintendent/Personnel Administrator at Step 4 rate
6	Five years experience or as determined by Superintendent/Personnel Administrator at Step 5 rate
	Progression continues through 12th step

PLEASE NOTE: For summer school teachers and hourly certificated teachers, experience shall mean experience in summer school in the Castro Valley Unified School District. For adult school bargaining unit members, experience shall mean experience in adult school.

APPENDIX A-3: K-12 Additional Duty Salary Schedule 2013-2014

(Effective July 1, 2013)

Step	A	B	C	D	E	F
1	912	1216	1593	2047	2578	3186
2	985	1365	1819	2351	2958	3642
3	1061	1515	2047	2655	3341	4098
4	1136	1670	2276	2958	3719	4554

A. Special conditions and considerations.

1. Personnel shall be selected annually by the school principals, subject to the approval of the Superintendent. Selections are to be reported to the Personnel Office each year on the “Additional Duty Assignment Recommendations” form.

2. Original placement of individuals on the Additional Duty Pay schedule shall be determined by previous paid experience in the classification in the District.

3. Payment for the positions which are identified by asterisks in the list below will be made only upon notification to the Personnel Office that the service has been completed. Notification will be made on the “Authorization for Payment of Additional Duty Schedule” form. As noted below, the timing of payment varies with the assignment.

Placement by Position: Responsibility	Index	
	Column	Conditions
Counselor	E	2 days beyond teacher work year
Head Counselor	F	2 days beyond teacher work year
Lead Teacher	D	
Curriculum Council/Forum Chair	C	
Department Chairpersons & Program Specialists /Speech Therapist		
1-4 teachers	D	
5-10 teachers	E	
11 or more teachers	F	
*Dance Supervision	B	Maximum step on Additional Duty Schedule is 3
Director, Student Activities	F	
Director, Student Finance	E	
**Drama	C	Each major production

Newspaper Supervision		
Senior High	C	
Middle School	A	
Yearbook Supervision		
Senior High	C	If yearbook is taught 1 teaching period, the increment is authorized. If taught for 2 periods, then increment is not authorized. If teaching 1 yearbook class.
Middle Schools	A	When no teaching period is authorized
Middle Schools	B	
*Stage Manager	B	Maximum step on Additional Duty Schedule is 3
District Lead Music Teacher	E	
Instrumental Music	C	Secondary schools band or orchestra with major performing group
Vocal Music	C	Secondary schools excluding CVHS musical
Vocal Music	D	Secondary schools including CVHS musical
High School Instrumental Music	D	Performs marching band or a musical
High School Instrumental Music	E	Performs marching band and a musical
*Elementary Musical Production (i.e. Peter Pan, Snow White)	B	Provides all practice sessions outside of instructional time (up to 3 stipends per school)

*Payable at end of school year

**Payable at close of drama production

***Payable at end of 1st semester and at end of school year.

All other payments are incorporated in salary warrants.

**APPENDIX A-4: Additional Duty Salary Schedule –
Certificated Coaching Stipends**

Walk-on coaches (i.e. non-bargaining unit members) shall not be paid on the Additional Duty Schedule - Coaching Stipends and in no event may walk-on coaches be paid more than certificated employees would be paid for particular coaching positions.

Sport	Coaching Position	No. of Positions	Factor Based on Step A-1
Athletic Director	High School - May include 2 preps as stated in Article XIII	1	11.00
	Middle Schools - May include 1 prep as stated in Article XIII	1	9.00
Spirit Advisor	High School	1	5.00
	Middle Schools	1	5.00
HIGH SCHOOL **			
Baseball	Varsity Head	1	8.00
	Varsity Assistant	1	6.50
	JV Head	1	6.50
	Freshman Head	1	6.00
Softball	Varsity Head	1	8.00
	Varsity Assistant	1	6.50
	JV Head	1	6.50
	Freshman Head	1	6.00
Basketball	Varsity Head	2	8.00
	JV Head	2	6.50
	Freshman Head	2	6.00
Swimming	Varsity Head	2	7.00
	JV Head	2	6.00
Football	Varsity Head	1	8.50
	Varsity Assistant	2	7.00
	JV Head	1	7.00
	JV Asst	2	6.50
	Frosh Head	1	6.50
	Frosh Assistant	1	6.00
Volleyball	Varsity Head	2	7.00
	JV Head	2	6.00
Badminton (coed)	Varsity Head	1	5.50
	JV Head	1	5.00
Track (coed)	Varsity Head	1	8.00
	Varsity Assistant	1	6.50
	JV Head	1	6.50
	JV Assistant	1	6.00

Cross Country (coed)	Varsity Head	1	7.00
	JV Head	1	6.00
Wrestling	Varsity Head	2	8.00
	JV Head	1	6.50
Golf	Varsity/JV	2	5.00
Soccer	Varsity Head	2	8.00
	JV Head	2	6.50
Tennis	Varsity/JV	2	7.00
ALTERNATIVE HIGH SCHOOL			
Volleyball/softball	9-12 inclusive	1	5.00
MIDDLE SCHOOLS**			
Volleyball		1	5.00
Flag Football	7th	1	5.00
	8th	1	5.00
Basketball (1 boys' and 1 girls')	7th	2	5.00
	8th	2	5.00
Wrestling		1	4.50
Track/Field		2	5.00
Softball		1	5.00
6th Grade Coach		1	6.75
ELEMENTARY**			
Elementary Coach		1 1/3 per site	6.75

** (Payable at close of coaching season)

All other payments are incorporated in salary warrants.

APPENDIX B-1 Calendar 2013-2014

(On District Web Site)

APPENDIX C: Affidavit of Domestic Partnership

CASTRO VALLEY UNIFIED SCHOOL DISTRICT
Affidavit of Domestic Partnership

I. DECLARATION:

We, _____ and _____, each certify and
(employee print name) (domestic partner print name)
declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ___/___/___.
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior twelve (12) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside together at: _____

(address of above names - employee and domestic partner)

11. We are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

12. We currently possess the following [check all that apply: at least two must be checked]:

- ___ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).
- ___ A current beneficiary designation naming the employee's domestic partner as a primary beneficiary of the employee's life insurance or retirement plan benefits payable at death.
- ___ A current will naming the employee's domestic partner as a primary beneficiary of the employee's estate.
- ___ A durable power of attorney for property and health care executed by the employee in favor of the domestic partner.
- ___ Joint ownership of a motor vehicle or a joint checking or joint credit account.

We affirm, under penalty of perjury, under the laws of the State of California, that the statements in this Affidavit are true and correct.

Employee signature

D.O.B.

Date

Domestic Partner signature

D.O.B.

Date

APPENDIX D-1: OBSERVATION FORM

CASTRO VALLEY UNIFIED SCHOOL DISTRICT OBSERVATION REPORT

Name:	School:	School Year:
Subject/Grade:	Date:	Period/Time:
Status: (circle one) Emergency Temporary Probationary Permanent		

M = Meets/Exceeds Standards N = Needs Improvement U = Unsatisfactory N/A = Not Applicable to subject or assignment

Evaluator must reference the rubric and give specific examples for any area marked N or U

Evaluation Criteria/Standards	M, N, U, N/A:	Comments
Standard 1: Engaging and supporting all students in learning The teacher:		
a. connects students' prior knowledge, life experience, and interests with learning goals		
b. uses a variety of instructional strategies and resources to respond to students diverse needs		
c. facilitates learning experiences that promote autonomy, interaction, and choice		
d. engages students in problem solving, critical thinking, and other activities that make subject matter meaningful		
e. promotes self-directed, reflective learning for all students		
Standard 2: Creating and maintaining effective environments for student learning The teacher:		
a. creates a physical environment that engages all students		
b. establishes a climate that promotes fairness and respect		
c. promotes social development and group responsibility		
d. establishes and maintains standards for student behavior		
e. plans and implements classroom procedures and routines that support student learning		
f. uses instructional time effectively		
Standard 3: Understanding and organizing subject matter for student learning The teacher:		
a. demonstrates knowledge of subject matter content and student development		
b. organizes curriculum to support student understanding of subject matter		
c. interrelates ideas and information within and across subject matter areas		
d. develops student understanding through instructional strategies that are appropriate to the subject matter		
e. uses materials, resources, and technologies to make subject matter accessible to students		
Standard 4: Planning instruction and designing learning experiences for all students The teacher:		
a. draws on and values students' backgrounds, interests, and		

developmental learning needs		
b. establishes and articulates goals for student learning		
c. develops and sequences instructional activities to and materials for student learning		
d. designs short-term and long-term plans to foster student learning		
e. modifies instructional plans to adjust for student needs		
Evaluation Criteria/Standards	M, N, U, or N/A:	Comments
Standard 5: Assessing student learning The teacher:		
a. establishes and communicates learning goals for all students		
b. collects and uses multiple sources of information to assess student learning		
c. involves and guides all students in assessing their learning		
d. uses the results of assessments to guide instruction		
e. communicates with students, families, and other audiences about student progress		
Standard 6: Developing as a Professional Educator The teacher:		
a. reflects on teaching practice and plans professional development		
b. establishes professional goals and pursues opportunities to grow professionally		
c. works with communities to improve professional practice		
d. works with families to improve professional practice		
e. works with colleagues to improve professional practice		

Other criteria as determined by the Board or administration and discussed with the employee on or before the 20th day of instruction of the school year [optional for teachers (e.g. additional duty assignments) but required for counselors, librarian, etc...]

SUMMARY/COMMENTS

_____ Evaluator's Signature Date Evaluatee's Signature Date

I understand my signature does not necessarily indicate agreement.

___ Additional comments by evaluator are attached ___ Additional comments by evaluatee are/will be attached

___ Conference requested ___ Conference requested ___ Mutually agreed to hold observation prior to 30th day of instruction

APPENDIX D-2: EVALUATION REPORT

CASTRO VALLEY UNIFIED SCHOOL DISTRICT

EVALUATION REPORT

[] Interim [] Summary

Name:	School:	School Year:
Subject/grade:		Date Due:
Status: (circle one) Emergency Temporary Probationary Permanent		

Instructions: Check one of the following ratings for each factor: Meets/Exceeds Standards, Needs Improvement, or Unsatisfactory. Descriptions of practice are identified in the CVTA/CVUSD Agreement and must be used as a reference to establish ratings for each area. Ratings of Needs Improvement or Unsatisfactory must be accompanied by specific descriptions of the areas for growth and suggestions for improvement. Comments are encouraged for ratings of Meets/Exceeds Standards.

Evaluation Criteria/Standards:	Meets/Exceeds Standards	Needs Improvement	Unsatisfactory
1) Engaging and supporting all students in learning	[]	[]	[]
2) Creating and maintaining effective environments for student learning	[]	[]	[]
3) Understanding and organizing subject matter for student learning	[]	[]	[]
4) Planning instruction and design learning experiences for all students	[]	[]	[]
5) Assessing student learning	[]	[]	[]
6) Developing as a professional educator	[]	[]	[]
7) Other (as written in performance goals &/or paid additional duties)	[]	[]	[]

EVALUATOR’S COMMENTS/RECOMMENDATIONS: If additional comments are attached, check here []

EVALUATEE’S COMMENTS: If additional comments are/will be attached, check here [] [] PAR Referral

Evaluation Cycle: _____ (1-5) Year(s) Date of Next Evaluation _____

EVALUATOR'S SIGNATURE TITLE DATE

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

EVALUATEE'S SIGNATURE TITLE DATE

Certificated Personnel Office

COPY DISTRIBUTION: **Original to Personnel Office**
 One copy to Evaluator
 One copy to Evaluatee _____
 REVIEWER'S SIGNATURE DATE

APPENDIX E: HEALTH & SAFETY FORMS

**Castro Valley Unified School District
4400 Alma Ave, Castro Valley, CA 94546**

Health and Safety Request for Action

In accordance with The CVTA Collective Bargaining Agreement, Article XIV – Safety: “health and safety complaints will be submitted in writing by the bargaining unit member to the immediate supervisor within 5 days of the unit member recognizing the problem. Within 10 working days of receipt of a written complaint, the District will communicate in writing to the complainant the steps that will be taken, unless the problem has already been rectified”.

Please provide the following information and submit to your immediate supervisor/principal.

Name of Claimant: _____ Site: _____

Location of health and/or safety concern: _____

Describe the health and/or safety concern: _____

Signature of Claimant Date

Signature of immediate supervisor/principal/designee Date Received

Response to Request (with timeline) to be completed by immediate supervisor/principal/designee)

Date responded to complainant: _____

(Copy of the form and final disposition to complainant, supervisor, and office file)

***APPENDIX F-1: California Standards for the Teaching Profession for use in the
PAR Program***

Name _____ School _____ Date _____

The purpose of these criteria is to provide guidance to administrators in evaluating and assessing certificated employee performance as it reasonably relates to:

I The progress of students toward the established standards of expected pupil achievement at each grade level in each area of study. (Includes CSTP Standard V.)

- All students demonstrate growth.
- Establishes and communicates learning goals for all students.
- Collects and uses multiple sources of information to assess student learning.
- Involves and guides all students in assessing their own learning.
- Uses results of assessments to guide instruction.
- Communicates with students, families, and other audiences about student progress.

II The instructional techniques and strategies used by the employee to engage and support all students in learning. (Includes CSTP Standard I and Standard IV.)

- Draws on and values students' prior knowledge, life experiences, interests and developmental learning needs to connect students to learning.
- Uses a variety of instructional strategies, materials, resources, techniques to respond to students' diverse needs.
- Engages students in problem solving, critical thinking and other activities that reveal depth and meaning of the subject.
- Uses instructional time effectively.
- Establishes, articulates, and communicates learning goals for all students.
- Designs short-term and long-term plans to foster student learning.
- Develops and sequences instructional activities and materials for student learning.
- Modifies instructional plans to adjust for student needs.

III The employee's knowledge, understanding and organization of subject matter to maximize student learning and attain curricular objectives. (Includes CSTP Standard III.)

- Demonstrates knowledge of subject matter content and student development.
- Organizes curriculum to support student understanding of subject matter.

- Interrelates ideas and information within and across subject matter areas.
- Develops student understanding by allowing instructional strategies appropriate to subject matter and students.
- Uses materials, resources and technologies to make subject matter accessible to students.

IV The creation and maintenance of an environment suitable for effective learning within the scope of the employee's responsibilities. (Includes CSTP Standard II.)

- Creates a physical environment that supports all students in learning.
- Establishes a climate that promotes fairness and respect.
- Promotes social development and responsibility.
- Establishes and maintains standards of student behavior.
- Plans and implements classroom procedures and routines that support student learning.

V The employee's performance or non-instructional duties and responsibilities including those which are supervisory/advisory and prescribed by the Board of Education in accordance with the Agreement between the District and the CVTA.

- Fulfills responsibilities as a member of a professional community.

VI The employee's development as a professional educator. (Includes CSTP Standard VI.)

- Reflects on teaching practice and plans professional development.
- Establishes professional goals and pursues opportunities to grow professionally.
- Works with communities, families and colleagues to improve professional practice.
- Balances professional responsibilities and maintains motivation.

APPENDIX F-2: APPLICATION FORM

**Castro Valley Unified School District
Peer Assistance and Review
Volunteer Teacher
Confidential Application Form For the 2013-14 School Year**

Name of Volunteer Teacher _____

Site _____ **Grade/Subject Area** _____

A Volunteer Teacher (VT) is a unit member with permanent status or a New Teacher (NT) who is not eligible to participate in BTSA. A VT or NT may volunteer to participate in PAR for the purpose of obtaining assistance in subject matter knowledge, teaching strategies, or teaching methods, as designated in sections a), b), or c) on the Evaluation Report Form.

Please refer to the California Standards for the Teaching Profession (CSTP). Use the space below to indicate the goals you would like to accomplish by participation in PAR.

Signature of person completing this form _____ **Date**

Please return this form directly to the Personnel Office **by 3:30 p.m. October 15, 2013.** (Fax # **888-9758**) This form is for use by the district's PAR Joint Committee. This form will not be placed in the applicant's personnel file.

APPENDIX F-3: CONSULTING TEACHER AGREEMENT

Consulting Teacher _____ School Year _____

Consulting Teachers (CT) shall participate in training and provide assistance to classroom teachers pursuant to the Program. Consulting Teachers shall assist teachers by demonstrating effective teaching strategies, observing, coaching, conferencing, or providing other activities, which, in their professional judgment, will assist the teacher in accord with the PAR process set forth in the CVTA/CVUSD Agreement. The duties include the following:

1. Participate in CFASST training or other appropriate training, as determined by the Joint Committee. (Previous completion of CFASST training as a Support Provider fulfills this requirement.)
2. Establish an assistance plan in collaboration with the Referred Teacher (RT), Volunteer Teacher (VT), or New Teacher (NT) and the site administrator (for RT or NT).
3. Maintain an assistance log detailing the dates, activities, and time spent working with the RT, VT, or NT.
4. Meet at least once a week with a referred teacher (RT), or at least once every two weeks with a volunteer teacher (VT) or new teacher (NT) to implement the assistance plan.
5. Conduct at least four classroom observations and post-observation conferences during the school year. These observations are not part of the formal process of evaluation. (Release time will be provided.)
6. Prepare and provide copies of the assistance log to the PAR Joint Committee every three months. Submit a final assistance log to the Joint Committee by May 1st.
7. Maintain the confidentiality of the participating teachers and the assistance provided.

A CT shall be appointed for and agree to accept a one-year term, subject to annual renewal. Each Consulting Teacher shall be provided some release time from regular classroom duties, depending on need and funding for the Program.

Stipends shall be payable on a monthly basis to CTs who are assigned to assist a teacher. A CT who serves less than a year shall receive a prorated stipend. The CT shall be compensated in accordance with the stipend schedule as circled below:

<p>\$5000 2 RTs or 1 RT + 2 VTs or 1 RT + 2 NTs or 1 RT + 1VT + 1 NT</p>	<p>\$2500 1 RT or 2 VTs or 2 NTs or 1 NT + 1 VT</p>
<p>\$3750 1 RT and 1 VT or 1 RT and 1 NT</p>	<p>\$1250 1 VT or 1 NT</p>

Signed _____
Consulting Teacher

Date _____

Signed _____
Teacher Representative

Date _____ PAR

Date	Visited Other Classrooms ► Must conduct at least four classroom observations during the school year.	Time Spent	CT Signature	VT/NT Signature
Date	Attended Workshop or Conference	Time Spent	CT Signature	VT/NT Signature
Date	Attended Meetings with PAR Joint Committee	Time Spent	CT Signature	VT/NT Signature

**CASTRO VALLEY UNIFIED SCHOOL DISTRICT
AND
CASTRO VALLEY TEACHER’S ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

Technology Implementation and Related Issues

1. The Castro Valley Unified School District has established the Technology Advisory Council to address technology issues within the District. This Council is comprised of certificated staff, administrators, classified staff and community members.

2. The Castro Valley Unified School District (“District”) and the Castro Valley Teachers Association (“CVTA”) agree to establish a subcommittee of the Technology Advisory Council comprised of unit members and District personnel to examine and explore the District’s use of technology in the classroom, for instruction and for general operational purposes. The subcommittee will be co-chaired by the Superintendent and/or Designee and a unit member appointed by CVTA.

3. The District and CVTA recognize that in order to effectuate the integration of technology, unit members require training and support, and that support needs might vary from unit member to unit member. The District will provide training during the workday for unit members as new technologies are implemented. The District will also provide continued support at the site for assisting unit members who require additional help to become proficient at implementing the technology.

4. The District agrees to provide each unit member an identifiable, operational, student-free computer for accessing and performing all technology related tasks. The District recognizes that employees require easily accessible functioning equipment and appropriate training to use technology effectively. The District remains committed to assisting employees with seamlessly interfacing with technology.

Dated:

Dated:

**CASTRO VALLEY UNIFIED SCHOOL DISTRICT
AND
CASTRO VALLEY TEACHER’S ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

Special Education and Related Issues

1. The Castro Valley Unified School District has established the Special Education Advisory Council to address Special Education issues within the District. This Council is comprised of certificated staff and administrators.

2. The Castro Valley Unified School District (“District”) and the Castro Valley Teachers Association (“CVTA”) agree to establish a subcommittee of the Special Education Advisory Council comprised of unit members and District personnel to proactively create protocols, guidelines, and support for special education staff and students. The subcommittee will be co-chaired by the Assistant Superintendent of Educational Service and a unit member appointed by CVTA.

**CASTRO VALLEY UNIFIED SCHOOL DISTRICT AND CASTRO VALLEY
TEACHERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

**Teacher Support Program
2013-2015**

This Memorandum of Understanding (MOU) is entered into by and between the Castro Valley Unified School District (“District”) and the Castro Valley Teachers Association (“CVTA”).

The Association and the District strive to provide a high quality education to the students of the Castro Valley Unified School District. In order for all students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues. Therefore the Association and the District hereby establish a Teacher Support Program, making available the skills of exemplary teachers (coaches) to guide professional development of teachers inside a culture of help. The Teacher Support Program will be provided to teachers who are referred to the program because of an unsatisfactory evaluation, or who volunteer for the program with mutual agreement with his/her evaluator.

1. This MOU shall supersede Article XVIII, Peer Assistance and Review (PAR), of the collective bargaining agreement.

2. PROGRAM OUTLINE

- a. Any unit member who has received an unsatisfactory evaluation from his/her evaluator in the areas of subject matter knowledge, teaching strategies and teaching methods shall participate in the program.
- b. A tenured “support provider” such as a Tri Valley Teacher Induction Program (TV/TIP) coach shall be assigned to assist the participating unit member.
- c. A meeting or meetings shall occur initially between the support provider assigned to the participating unit member and the evaluator to discuss the recommended areas of improvement outlined by the evaluator and the types of assistance that should be provided to the unit member. Written goals shall be mutually agreed upon by the participating unit member, his/her evaluator, and the assigned support provider.
- d. Any meetings between the coach and the evaluator are solely for the purpose of obtaining clarity regarding the goals for the participating unit member.
- e. The only written records from the support provider shall be a log of meeting dates/times, observation dates/times, or time spent with the participating unit member which is then provided to the Human Resources Assistant Superintendent by June 1st.

f. The support provider shall not be called, without the written consent of the participating unit member, by the Association or District to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the participating unit member if the subject of the inquiry is the teaching performance of the participating unit member during the period the support provider assisted the participating unit member.

3. Definitions

Participating Unit Member: A unit member who received an unsatisfactory evaluation, or an unit member who is participating as a result of a mutual agreement between the unit member and his/ her evaluator.

4. Process

a. The evaluator contacts the Assistant Superintendent if a unit member receives an unsatisfactory evaluation, or if the unit member mutually agrees with his/her evaluator, to participate in the Teacher Support Program.

b. The unit member's evaluator notifies the Assistant Superintendent of Human Resources.

c. The Assistant Superintendent assigns a support provider to support/assist the participating unit member.

d. The support provider meets with the participating unit member for the duration of the school year.

5. This Memorandum of Understanding shall be grievable.

6. This MOU shall expire as of June 30, 2015.

Dated: _____
Castro Valley Teachers Association

Dated: _____
Castro Valley Unified School District

Memorandum of Understanding

New Teacher Induction Coaches

The District and CVTA agree that support for new teachers is a priority for a teacher's success. Qualifying teachers that participate in the New Teacher Induction Program - TVTIP will be provided with an induction coach.

The role of an induction coach is that of a mentor and professional developer. The coach develops sustaining and thoughtful mentoring relationships and assigned Participating Teachers using a combination of support and assessment strategies. The Coach guides the Participating Teachers in meeting requirements in order to be recommended for a clear teaching credential.

- The Coach will maintain confidentiality about each Participating Teacher assigned
- Work collaboratively with Participating Teachers, Administrators, and other key stakeholders
- Communicate on a regular basis with site administrators
- Is tactful, respectful, and flexible
- Communicate questions and/or concerns about the Program or Participating Teachers to the TV/TIP District Coordinators and/or the Director in a timely manner

CVTA, John Green

District, Sherri Beetz