

TENTATIVE AGREEMENT

BETWEEN

CAJON VALLEY UNION SCHOOL DISTRICT

TO

CAJON VALLEY EDUCATION ASSOCIATION

December 16, 2019

Article III - Association Rights

Add a section B to Article V which states:

- B. The District shall notify the Association president and the impacted unit member(s) of any third-party request for unit member's specific personal information within five (5) work days of receipt of the request. This includes, but is not limited to, California Public Records Act requests for unit member's disciplinary, evaluative, or other specific, personnel-record information. For routine requests for employee information the District is under legal obligation to disclose, i.e. salary and/or job classification the District shall notify the Association President.**
- a. The District will not release the requested information before ten (10) work days following the Association/employee notification so that the Association and/or impacted unit member(s) have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requester and publicizes the information.**
 - b. The District shall not disclose to a third-party personal unit member information such as home addresses, personal email address, home phone or cell phone numbers, birthdates, family member names, or union-affiliation status. Any requests for a unit member's email address will be referred to the directory located on the District website.**

Article IX - Transfer and Reassignment

Replace current Article IX - Transfer and Reassignment with the following:

A. Voluntary Transfer

A voluntary transfer is defined as an employee-initiated change of work location which has been approved by the district. A unit member may request a transfer to take effect at the beginning of the next school year. The request shall be made on a Request for Transfer form and sent to the Personnel Department.

1. All requests for transfers shall be considered on the basis of the following, not listed in priority order:
 - a. The credentials, training, and experience to perform the required services.
 - b. Quality of the service rendered to the district by the employee.
 - c. The preference of the unit member.
2. The district will establish a seniority pool for transfer for instructional positions. Principals will select an eligible member from this pool every third selection. A unit member must submit an application to this pool by March 1 of the year preceding the transfer. If selected, a unit member may employ this option once during their unit member career in Cajon Valley Union School District. Eligibility for the seniority pool is based upon the completion of ten teaching years with the district. Unit members must hold a credential for the position for which they are requesting transfer. Seniority pool transfer does not apply to coach and facilitator positions.
3. A voluntary transfer may be requested by permanent employees.
4. If more than one (1) unit member has applied for the same position, the determination as to which unit member shall be assigned to the vacancy shall be based on the current interview protocol as each site.
5. In the event a voluntary transfer request is denied, the unit member shall receive the denial reason.

B. District Initiated (Involuntary) Transfer

District Initiated (Involuntary) Transfer is a change of employee from one school/program to another prompted by the District's needs. District Initiated (Involuntary) Transfer is not intended as a punitive or disciplinary action, and shall not result in a loss of compensation (daily rate of pay/annual salary), seniority, fringe benefits, or retirement credit accruing to the unit member.

1. District Initiated (Involuntary) Transfers may be made for the following reasons:
 - a. When the number of teachers assigned to an administrative unit exceeds the pupil/teacher ratio, a reassignment shall be initiated.
 - b. A change of enrollment necessitating reassignment of staff

- c. Educational and/or credentialing requirement of the district
2. The procedure for involuntary transfer for situations under the reasons stated in B.1., is as follows:
 - a. The administration will determine the surplus teachers based upon the pupil/teacher ratio.
 - b. An opportunity will be given to the entire staff to discuss the needs of that administrative unit. Staff members will be given an opportunity to volunteer for the reassignment.
 - c. If no volunteer is available, the reassignment will be based upon district seniority. Exceptions to this procedure may be made if the school would be unable to meet the curricular needs of its students. In the event of an exception, the next least senior member shall be reassigned.
 - d. Mutual agreement is required to involuntary transfer a unit member to a coach or facilitator assignment.
3. Unit members subject to a District initiated change in school site to take effect the following school year shall receive three (3) days of sub pay for packing up and moving. If District initiated change occurs at the beginning of the school year, the staff member will be released from students or provided three (3) days of sub pay. Unit members subject to an administrator initiated change in room assignment during the school year shall receive two (2) days of sub pay. A substitute may be used in lieu of sub pay when possible.
4. Any unit member involuntarily transferred shall not be given another assignment for a minimum of two (2) years without the consent of the unit member.

C. Superintendent Reassignment

1. The Superintendent may reassign staff in order to serve the best interests of students and the educational program (Ed. Code 35035 (e)), provided that :
 - a. Attempts have been made to resolve the issue prior to the reassignment whenever possible
 - b. Members have the certification, professional experience and aptitude that qualify them for the position they are being assigned.
 - c. The District seeks input from the affected staff member as it relates to the location of the reassignment.
2. The final responsibility for reassignment is that of the Superintendent

D. Notification of Vacancies and/or New Positions

1. Notices of all vacancies, new positions, or interim regular classroom assignments in increments of not less than ten (10) consecutive days filled on a permanent basis shall be posted for at least five (5) business days in advance of the application deadline. Such notices shall be posted as soon as the district determines that a vacancy exists and shall include the position and location, grade level or subject matter assignment, and credential requirements. First consideration shall be given to currently employed unit members.

2. Paragraph D. 1 shall not apply between August 1 and September 15.
3. By March 30, such vacancy notices for the following school year will be posted.
4. Vacancies and/or new positions relating to the subsequent school year shall comply with Article IX Transfer and Reassignment, Sections A and D of this agreement. Transfers will be processed in the following order:
 - a. Unit members being involuntarily transferred
 - b. Unit members requesting a transfer
 - c. Unit members receiving an Administrative Reassignment
 - d. Unit members returning from leave of absence
5. Full time equivalent (FTE) (1.0 assignments) for Related Service Provider positions, i.e. Speech/Language Pathologist, Adaptive Physical Education Teacher, Itinerant Education Specialist, and School Psychologist will be posted for transfer. Assignments less than 1.0 FTE will be filled through the Special Education Department.
 - a. Staff will provide input for site preferences through a survey distributed no later than May 15th of the prior school year.
 - b. The assignment for Related Service Providers will be determined by the needs of the school, students' Individual Education Plan, services required, and the specific skills and training of the staff.
 - c. Should all considerations remain equal, assignment will be determined by seniority
6. Principal/supervising administrator will notify staff members of their anticipated assignment, i.e. grade level and/or courses for the following school year on/before June 1 of each year. Adjustments may be made to assignments based on enrollment changes.
7. A final report on transfers completed and new positions filled shall be provided to the Association on/about October 15 of each year.

Article X - Unit Member Workday and Year

The following provisions will be modified as follows:

C. Adjunct Duty Assignment

The following procedure will be added to Adjunct Duty Assignment:

5. The completed schedule shall be communicated to staff on/before September 30

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

E. The certificated work year is as follows:

186 Days: Classroom Teachers, Adaptive PE Teachers, Speech/Language Pathologists, and School Psychologists

191 Days : School Counselors and Nurses (effective July 1, 2020)

206 Days: Early Start Teachers

~~The teacher and counselor work years shall be as follows by specific calendar year program:~~

~~40-Month Traditional (180+5=185 Days)~~

~~Year-round 60/20 multi-track (177 + 8 = 185 Days)~~

~~Year-round 60/20 single-track (177 + 8 = 185 Days)~~

~~Year-round Orchard Plan (211 + 5 = 216 Days)~~

~~Year-round Concept VI (163 + 8 = 171 Days)~~

~~Year-round Modified Concept VI (163 + 8 = 171 Days)~~

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

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

F. ~~Regular Classroom Teachers~~

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

~~a. Concept VI and Modified Concept VI~~

~~Track-1 All Teachers Twelve Months (July-June)~~

~~Track-2 All Teachers Twelve Months (July-June)~~

~~Track-3 All Teachers Twelve Months (July-June)~~

~~2. General Support Staff~~

~~a. Positions may include Subject Area Teachers, Adaptive Physical Education Teachers, ALG Teachers, Speech/Language Teachers, Chapter 1 Resource Teachers, Resource Specialist Floaters, Nurses, Librarians, and Counselors.~~

~~b. Contract work year will be established as follows:~~

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

- I. Effective July 1, 2016, through June 30, ~~2020~~ **2022**, all elementary and middle schools will implement a minimum day schedule on Mondays for TK-8 students while maintaining the minimum required student instructional minutes allowing for a weekly one hour minimum day meeting in addition to the weekly staff meeting. To remain within the required instructional minutes, teachers in grades 4-5 will have a maximum of 45 minutes of non-instructional time. Grade 4-5 teachers will work with their site administrator to determine the number of minutes assigned to recess and lunch.
1. The agenda and day/time for the remaining meetings shall be agreed upon by the grade level/subject area team and be utilized to conduct individual/grade/subject area planning, data analysis, professional development, and curriculum mapping.
 2. No more than one minimum day meeting per month will be directed by the District/site administration. A weekly staff meeting may be combined with the minimum day meeting to create 2-hour block of time.
 3. Meetings on minimum days will commence no later than fifteen minutes after student dismissal.
 4. The minimum day meeting schedule will be published by the site administrator at least one month in advance with input from the site representative(s).

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

The parties agree to meet and discuss continuation of the minimum day schedule beyond June 30, ~~2020~~ **2022**, no later than May 1, ~~2020~~ **2022**. Should the minimum day schedule be discontinued, the parties agree the instructional minutes shall revert to those in place during the 2013-2014 school year.

Separate and aside from Monday minimum day collaboration days, during the ~~2018-2019 and 2019-2020~~ **2020-2022** school years, the parties agree to reduce the number of weekly staff meetings by five ~~(5)~~ **two (2)**. The principal shall identify the dates, such as Mondays before grading periods, report cards, conferences, Curriculum/Back to School Night, or other site-based whole staff events) with input from the staff and publish on/before September 30. Should unresolved issues and/or the schedule not be established by September 30, the Assistant Superintendent of Personnel and the President of the Association (or designee) will meet and develop a resolution. **Under the direction of the site administrator, one (1) staff meeting per trimester shall be identified to include collaboration between Special Education Providers and General Education teachers.**

- J. All Certificated bargaining unit members will participate in ~~three (3)~~ **six (6)** non-student professional development days **during the school year. Of the six (6) non-student days, three (3) professional development days will be** comprised of two (2) calendared days and one (1) Floating Professional Development Day. **The remaining three (3) non-student days will be reserved for bargaining unit member self-selected, work related activities, with the exception of a one-hour staff meeting.** Part-time employees shall participate in all three (3) non-student professional

development days in their entirety. Employees participating on non-contract time, will be compensated at the hourly rate referenced in Article XXI.

1. The Floating Professional Development Day will include:

- a. **Up to (6) hours of self-selected District offered professional development.**
 - i. **Self-selected professional development shall be completed on or before May 31 of each school year.**
- b. **Should, in any given year, there be state/federally mandated required training/professional development, then the six (6) hours of self-selected professional development will be reduced accordingly to allow for completion of the mandated training required for that year.**
- c. **The list of state/federal mandated trainings and access to complete the web-based trainings will be available on/or about August 1.**
 - i. **Training required to meet state/federal mandates shall be completed on or before September 30 of each school year.**
 - ii. **All other District required professional development shall be completed on or before May 31 of each school year.**

~~1. The Floating Professional Development Day will include:~~

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

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

K. School Nurses - The school nurse calendar year will begin three (3) days prior to bargaining unit members on a 186 day calendar. Two additional days will be scheduled by completing a Work Year Calendar on/before September 15.

~~K-~~ **L. General Education Teacher IEP Meeting Representation**

Article XI - Caseloads, Class size, and Balance

A. The Governing Board agrees to the following student class size limitations:

1. TK-3 and 3/4 combination class overall school site ratios shall not exceed 25 however, for those TK-3 classes for which the District does not receive class size reduction funds, the overall District ratio shall not exceed 30.
2. 4-8 overall District ratio not to exceed 29.9
3. Beginning in the 2015-2016 school year, should a middle school overall pupil-teacher ratio exceed 27.4 (equivalent to an average class size of 32.9), or any individual 4-6 class size exceed 34, adjustments shall be made to lower class size. To calculate the average class size at the middle school: Multiply the overall pupil-teacher ratio by 6 and divide by 5.
4. Combination class sizes in grades 4-6 shall not exceed 31. Class size average will be computed without using other student personnel (counselors, ALC, student support, and resource).
5. Beginning in the 2015-2016 school year, Middle School PE classes shall have a class size maximum of 50 and a school site average of 45.
6. **Should the beginning of the year enrollment create a significant need for reorganization on a campus, the Association President or designee and District may discuss and mutually agree to exceptions to A. 3 as it relates to grades 4-6.**
7. **Special Education Caseloads - The District will attempt to maintain caseloads as set forth below:**
 - a. **Education Specialist: Preschool: District Average 20:1**
 - b. **Education Specialist: Mild/Moderate: Site Average 22:1**
 - c. **Education Specialist: Moderate/Severe: District Average 12:1**
 - i. **The caseload that includes both mild/mod and mod/severe shall be reduced proportionately related to 7. b and 7. c**
 - d. **Education Specialist: Intensive Behavior: District Average 10:1**
 - e. **Adaptive PE: District Average 65:1**
 - f. **Speech and Language Pathologists (SLP) for Early Childhood: SLP 40:1**
 - g. **Speech and Language Pathologists (SLP): SELPA Average 55:1**
 - i. **The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionately to reflect the amount of the SLP's assignment devoted to preschool.**

B. Should there be a change to Local Control Funding Formula (LCFF) or Local Control Accountability Plan (LCAP), both parties agree to meet and discuss on the language above within sixty days.

C. Equitable Distribution of Caseload - The District and the Association support the successful provision of a continuum of special education services and supports on each school site and recognize that each student with a disability requires an individualized education plan. In order to meet the individualized needs of students, caseloads for mild/mod Education Specialists will be equitably distributed.

1. **Caseloads, for students not in specialized programs, shall be equitably distributed at each school site based on the application of the Elements of Special Education identified and defined in this section.**

2. **The site administrator shall assign students to case managers, in consultation with Education Specialists, in a way that best serves students and provides for a positive work environment. No Education Specialist caseload shall exceed 28 students per Ed Code. If an Education Specialist has a concern about inequity in their caseload, they may meet together with the administrator to discuss their caseload and collaboratively resolve the concern.**
3. **The following Elements of Special Education will be considered when equitably distributing caseloads at each school site:**
 - a. **Specialized Academic Instruction – Includes direct instruction and indirect service such as consultation with general education teachers, co-teaching, modification/adaptation of curriculum, and planning with related service staff.**
 - b. **IEP Management Responsibilities – Includes program development, coordination of services, parent communication related to the IEP, annual review, progress monitoring and reporting, behavioral/academic assessments, manifestation determinations, and behavior plans.**
 - c. **Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides and other paraprofessionals.**
4. **In the event a concern regarding the equitable distribution of caseloads at a school/work site cannot be resolved at the site level the concern will be brought to the Student Support Committee referred to in Article XII, Section C.**

E.D. Before the commencement of each school year, the District will make every attempt to balance classes in terms of number, gender, ability, and special needs. Factors such as credentials, certificates, and program availability may impact student placement. Balancing will be monitored throughout the year. If a problem arises, the District and Association will form a four-member committee to review and submit recommendations regarding the problem within ten working days of the formation of the committee (two members appointed by the District and two members appointed by the Association).

E. The Association and the District share the objective of stabilizing classes across the District as early as possible in the school year. Every effort will be made to balance staff and adjust classes to within State and contractual class size limits during the first four full weeks of school.

F. **Middle School Teachers with four (4) or more subject matter preps shall meet with their site administrator to determine relief that may include, but not be limited to, additional prep time and/or the elimination of adjunct duties and/or before/after school supervisory duties.**

Article XII - Student Support

Article XII - Inclusion of Students with Exceptional Needs will be replaced with the following:

Article XII: Student Support

Definitions and Acronyms are located at the beginning of the contract (draft in progress).

- A. In the event the provisions of this Article are impacted by changes in the Education Code, it is agreed the District and the Association shall meet to discuss any necessary modifications to this Article.**
- B. The District and the Association have a mutual interest in providing support to ensure student success. A Student Support Committee shall be formed.**
- 1. Student Support Committee - Bargaining Unit Member concerns related to equitable distribution of caseloads, workload, and/or other concerns related to student support shall first be brought to the site administrator for problem solving. Should concerns remain unresolved, the Bargaining Unit member may share their concerns in writing with the Student Support Committee.**
 - a. The Committee shall be comprised of three (3) individuals appointed by the Association and three (3) individuals appointed by the District which shall meet to discuss issues related to student services to problem solve and explore all possible resolutions.**
 - b. The Committee shall meet on a monthly basis throughout the school year, with a schedule of meetings mutually determined for the subsequent school year by the final meeting of the preceding school year. Meeting locations and meeting chair responsibilities shall rotate between the District and the Association.**
- C. Classroom Supports - The District and the Association support successful placement of students with IEPs in general education classes and recognize the impact of the workload of classroom teachers.**
- a. The site administrator should assign students in such a way as to equitably balance classes.**
 - b. When the ratio of students with IEPs in a general education classroom exceeds 20% and upon request, the site administration will meet with the unit member within ten (10) working days to develop a support plan. Such supports may include, but not be limited to, redistribution of students with IEPs, additional prep time, specialized training, and/or the elimination of non-teaching duties or obligations.**
 - c. In the event staff absences are impacting the instructional day for students, the site administrator will allocate available resources in the following order:**
 - i. Student safety**
 - ii. 1:1 Student Support per the student's IEP**
 - iii. Behavior needs**
 - iv. Academic program needs**

D. Individualized Education Plans (IEPs)

1. Notifications

- a. Site personnel will notify unit members when specialized student services are required to support students in their classroom within five (5) school days of the information being made available.

2. Meetings - Any member of the IEP Team may request an IEP meeting to develop, review, or revise the IEP.

a. Every effort will be made to:

- i. Schedule IEP meetings on non-staff meeting days. Should an IEP meeting be scheduled at the same time as a scheduled staff meeting, the unit member will be released from attending the scheduled staff meeting.
 - ii. Avoid scheduling IEP meetings on the 2nd Wednesday of the month.
 - iii. Consult and/or consider the schedule/availability of all parties participating in the meeting.
- b. In the event a unit member's time is significantly impacted by multiple IEP meetings for a single IEP, the unit member may request relief in the form of compensation at the hourly rate without students and/or classroom coverage.

E. Early Childhood Transitions

- a. When a student with a disability is transitioning from PreSchool to Kindergarten a transition meeting will be held with representatives from the current and future school of attendance.

F. Special Education Caseloads - Refer to Article XI - Caseloads, Class Size and Balance.

G. Equitable Distribution of Caseloads - Refer to Article XI - Caseloads, Class Size and Balance.

H. Special Education Guidelines

- a. To ensure there is a common and clear understanding of items which include, but are not limited to, procedures, compliance requirements, laws, job expectations, unit member support systems, IEP processes, teacher/paraprofessional relationships and trainings, differentiated curriculum, teaching strategies, sources and resources available to the special educator, an end-of-the-year checklist, and roles and responsibilities, the District and the Association will mutually develop and periodically update the District Special Education Guidelines.

Article XIV - Evaluation Procedure

Replace current Article XIV - Evaluation Procedure with the following:

Article XIV - Evaluation Procedure

A. It is understood and agreed by both parties that the principle objective is to strengthen the knowledge, skills, and practice of teachers, to determine teacher effectiveness and to further leadership opportunities thereby increasing the quality of education in the District.

(Addendum 2, DEEP Certificated Appraisal System shall be modified as follows to correlate with California Standards for the Teaching Profession)

B. The District shall evaluate and assess employee competency as it reasonably relates to the California Standards for the Teaching Profession (CSTPs) and:

- 1. The progress of students toward the standards of expected student achievement at each grade level in each area of study.**
- 2. The instructional techniques and strategies used by the unit member.**
- 3. The unit member's adherence to curricular objectives.**
- 4. The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.**
- 5. Duties or job responsibilities.**
- 6. The evaluation and assessment of employee competence shall not include the use of publishers' norms established by standardized tests.**

C. Evaluations shall not refer to a unit member's freedom of speech or use of materials unless such speech or use of materials interfere with the educational processes of the District or the private, political, or organizational activities of any unit member unless such activities interfere with the educational processes of the District.

D. Alleged facts or hearsay statements about a unit member shall not be used in the evaluation of a unit member or to justify an adverse action unless the Governing Board, or designated representative, confirms the accuracy of the alleged facts or statements and notifies the affected unit member in writing that an adverse action may be taken.

E. The immediate supervisor and the unit member shall meet and discuss the elements upon which the evaluation is to be based.

F. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows (EC44664):

- 1. At least once each school year for probationary and temporary personnel.**
- 2. At least every other year for personnel with permanent status.**
- 3. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and achieved an overall evaluation appraisal of "Effective" or higher. If the evaluator and certificated employee being evaluated agree, the certificated employee may agree to a less than 5-year evaluation cycle at any time.**
- 4. All personnel with permanent status shall receive notice in writing by October 1, or within 30 days of being hired, that they will be evaluated. Failure to notify bargaining unit members in a timely manner will postpone the evaluation to the following school year.**

G. Classroom observations may occur in non-evaluation years.

- H. Evaluation summaries shall be submitted to the Personnel Office by May 15 or a minimum of 30 days prior to the last certificated staff work day of each year.
- I. Each Final Evaluation Summary shall be based upon at least two (2) observations, multiple-measures as identified in the initial goal setting conference, and first hand knowledge of the total performance of the unit member. Formal Observations shall be followed by an observation conference in which the evaluator and the unit member shall review the observation. The second formal observation conference may be combined with the Mid-process conference. A Final Evaluation Summary Conference shall be held to review the content to be incorporated into the written evaluation. A third observation cycle must be completed prior to the educator being rated less than "Effective" in two (2) or more areas and/or receiving an overall "Developing" or "Ineffective" rating on the Final Evaluation Summary.
- J. All re-evaluations will be documented using the Individual Action Plan (IAP) process and will include specific recommendations for improvement and provide assistance for such recommendations. The immediate supervisor shall complete the IAP Referral (Form A-21b) on/before May 30 of the current evaluation year. The Final Evaluation Summary (Form A21c) will be used for unit members being evaluated on an IAP.
- K. When any permanent certificated unit member is rated less than "Effective" in two (2) or more areas and/or is receiving an overall "Ineffective" rating, the educator will be re-evaluated the following year and may be required to participate in performance improvement program (i.e. Peer Assistance and Review (PAR)). Such participation shall be at no cost to the unit member unless mutually agreed upon.
- L. For purposes of evaluation review and upon written authorization by the unit member, a representative of the Association shall be permitted to examine materials from the individual teacher's evaluation documentation for the current evaluation year. Copies of the unit member's evaluation documentation may be reviewed only by that individual and the representative of the Association.
- M. Certificated staff not assigned to a regular classroom will be evaluated by their immediate supervisor/school administrator, at the site where the greatest portion of their assignment occurs, with input from administrators if assigned to multiple sites. Certificated staff members assigned to work an equal amount of time at multiple sites, will be evaluated by the assigned administrator with input from the other administrator(s).
- N. Psychologists, Counselors, Nurses, SLPs, Coaches and Program Facilitators will be evaluated by their immediate supervisor with input from administrators if assigned to multiple sites, utilizing the Final Summary Evaluation related to their specific assignment (attachments C, D, E, F, and G).

Article XVI: Leaves with Pay

~~3. Illnesses due to pregnancy shall be treated as any other illness. Provided that after giving birth the unit member shall have 3 weeks of paid maternity leave. The leave is only taken on "contract days" for which unit members are paid. Therefore, non-paid days (weekends and breaks) do not count against~~

~~the three (3) weeks of paid leave. These maternity leave days shall not be deducted from the unit member's accumulated leave balance. It is the responsibility of the bargaining unit member to notify the District and provide documentation regarding the childbirth.~~

3. Maternity Leave: Following childbirth, permanent unit member(s) shall have three (3) work weeks of fully paid maternity leave applied during the pregnancy disability period. The leave will be applied to "contract days" for which unit members are paid, therefore, non-paid days (weekends and breaks) do not count against the three (3) weeks of paid leave. These maternity leave days shall not be deducted from the unit member's accumulated leave balance. If any portion of the unit member's pregnancy disability period falls outside of their work year, the unit member may use the remainder of the three (3) weeks of paid maternity leave within one (1) calendar year of the birth of the child in increments of not less than one (1) week. It is the responsibility of the bargaining unit member to notify the District and provide documentation regarding the childbirth.

H. Bereavement Leave: Each full-time unit member shall be entitled to five (5) days for bereavement leave upon the death of a member of the immediate family as defined in the Education Code **and also to include Step-Father, Step-Mother, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, or Domestic Partner.**

ARTICLE XX: BENEFITS FOR RETIRED TEACHERS

Effective July 1, 2020, retirement benefits for teachers hired with a start date on or after July 1, 2020 will be modified to include a maximum annual contribution towards employee dependent coverage at 75% of the total District cost of the Kaiser two-party benefit. All other provisions of this article will remain in effect.

Article XXI - Compensation - Salary and Medical Benefits

2019-2020

A total of 3.0% ongoing dollars will be applied to the 2019-2020 salary schedule effective July 1, 2019.

A total of 1.0% off-schedule one time payment will be issued.

Hourly rates of pay shall be adjusted as necessary on the first day of the month following Governing Board approval of any changes to the salary schedule.

2020-2021

A total of 2.0% ongoing dollars will be applied to the 2020-2021 salary schedule effective July 1, 2020.

A revised salary schedule for School Nurses will be implemented on July 1, 2020. See attached Salary Schedule.

Commencing with the 2020-2021 school year, Site Education Technology Leads will be compensated with a \$2,000 per year stipend as categorical funding permits.

The District and the Association agree to meet in September of 2020 to discuss any possible additional compensation. Impacts include but may not be limited to COLA, enrollment, unaudited actuals, Prop 98, and pension reform.

B. Medical Benefits

~~Commencing with the 2006/2007 benefit year, the parties agree to join~~ **The District participates in the** Voluntary Employee Benefits Association insurance trust (commonly referred to as "VEBA"). Participation in insurance plans is subject to all VEBA rules and regulations. The plans available to unit members for the ~~2009-2010-2015~~ **2021 and 2022** health benefits plan years shall be the Kaiser HMO 10/20, the ~~PacificCare Focused HMO-10 United Healthcare Performance HMO Package A~~ **UHC Performance HMO Package A** (Networks 1, & 2 & 3), **UHC Signature Value Alliance 20/30**, the ~~PacificCare Value POS-15 United Healthcare HMO (with Scripps Network)~~, **United Healthcare Nexus ACO Select Plus PPO 80/50-No HRA, UHC Signature Value Alliance HRA \$1,200, UHC Journey-Harmony** and the SIMNSA \$5 (Mexico Plan) HMO. Eligible employees may select the dental coverage through the Delta Dental PPO or Delta Care USA Dental HMO.

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

District Contribution ("Trial Period 75/25")

For the 2020 plan year, the District will apply ~~.77%~~ **.37%** ongoing dollars to set the employer/employee ratio at 75/25 for the Kaiser 10/20 Plan.

For the ~~2017, 2018, and 2019 and 2020~~ **2021 and 2022** plan years, the employee paid co-premiums will be set based on a formula in which the District will contribute 75% of the increases and the employee will pay 25% of the increases for the Kaiser 10/20 Plan.

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

1. District Contribution

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

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

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

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

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

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

Article XXII - Organizational Security

Add a section A to Article XXII - Organizational Security which states:

- A. The Association agrees to defend and indemnify the District for any unit member's allegation, claims, actions, suits, settlements, or judgments which arise out of payroll deductions made by District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decision, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.**

ARTICLE XXVII: REOPENER

With the exception of the language stated above referencing Article XXI, there shall be no reopeners during the 2019-2020 and 2020-2021 schools years, unless otherwise mutually agreed upon by both parties. On or about April 1, 2019 21, Article XXI: Compensation-Salary and Medical Benefits of this contract plus up to three articles selected by the Association and up to three articles selected by the Governing Board shall be reopened for a negotiated adjustment to the 2018-2019 2021-2022 year of this agreement. Both the Association and the Governing Board may use one of their three reopeners to introduce a new article. At any time Articles that are mutually agreed upon may be discussed.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CAJON VALLEY UNION SCHOOL DISTRICT
AND THE
CAJON VALLEY EDUCATION ASSOCIATION

December 15, 2019

Beginning with the 2020-2021 School year, the District will implement a partial school day for Transitional Kindergarten and Kindergarten students as follows:

- Transitional Kindergarten: Beginning the first day of school through the last school day prior to winter break, Transitional Kindergarteners will attend a minimum of 3.5 hours per day with dismissal occurring after lunch. A full school day of 6 hours will commence on the first school day following winter break.
- Kindergarten: Beginning the first day of school through the first two full weeks of school, students will attend a minimum of 3.5 hours per day with dismissal occurring after lunch. A full school day of 6 hours will commence on the Monday of the third week of school through the last school day of the year.
- TK/K Combination Classes: Teachers will remain with their Kindergarten students for the full school day of 6 hours commencing the first Monday of the third week of school through the last day prior to winter break at which time Transitional Kindergartners are attending per the first bullet above. Following winter break, both Transitional Kindergartners and Kindergartners will attend a full school day of 6 hours through the last school day of the year. Situations in which TK/K combination classes are enrolled with less than 15 kindergartens, will be reviewed by the site administrator and TK/K team to ensure instructional resources are appropriately allocated.

After early student dismissal, classroom teachers teaching Transitional Kindergarten and/or Kindergarten will provide instructional support for students as determined by the site administrator.

If the required instructional minutes are revised per Ed. Code, the parties agree to meet and discuss modifications to the program.

CAJON VALLEY UNION SCHOOL DISTRICT

CAJON VALLEY EDUCATION ASSOCIATION

Michelle Hayes
Colleen Turner
Sarah A. Brown
Amanda Silver

Michelle Jones-Huerta
Steph Parson
Pat R
Scott
Mandi

Date

12/16/19

Date

12.16.19