

**July 1, 2018
to
June 30, 2021**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



COACHELLA VALLEY TEACHERS ASSOCIATION

And



COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

JULY 1, 2018

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PREAMBLE

This Agreement shall be made and entered into by and between the Board of Education of the Coachella Valley Unified School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Coachella Valley Teachers Association, California Teachers Association/National Education Association, the certificated employees' exclusive representative which together with its officers and representatives shall be referred to in this Agreement as the "Association".

This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of Government Code which shall be referred to as the "EERA".

This Agreement shall remain in full force and effective from July 1, 2018 until June 30, 2021.

Article 1 - Recognition

- 1.1 The District recognizes the Association as the exclusive representative for the purposes of the Educational Employment Relations Act for the employees in the appropriate unit defined herein below:
- 1.2 Appropriate Unit
 - Regular full-time teachers
 - Regular part-time teachers (including Job Sharing)
 - Regular part-time hourly teachers
 - Regular full-time Adult School teachers
 - Regular part-time Adult School teachers
 - Nurses, Librarians and Counselors
 - Speech and Language Specialists
 - Temporary teachers on contract
 - Regular full-time HeadStart and Child Development teachers
 - Regular part-time HeadStart and Child Development teachers
 - District Music teachers
 - Unit members on Leave of Absence
 - Home and Hospital teachers
 - Special Education teachers
 - Adaptive P.E. teachers
 - Activities/Athletic Directors
 - Deaf and Hard of Hearing Service Provider
 - Orthopedically Impaired Teacher/Provider
- 1.3 Exclusions
 - Excluded from recognition are those who are management, supervisory, or confidential.

Article II - Definitions

- 2.1 "District" is the Coachella Valley Unified School District, its Board of Education, Administration, and other designated Representatives.
- 2.2 "Association" means the Coachella Valley Teachers Association/CTA/NEA, its officers and representatives of the certificated bargaining unit in the District.
- 2.3 "Immediate Supervisor" means the unit member's administrator, supervisor or director employed by the District who has direct responsibility for supervising the unit member. Usually this person is the building principal.
- 2.4 "Unit member" means any District certificated employee who is included in the appropriate unit as defined in Article 1.2, therefore covered by the terms and provisions of this Agreement. This definition also includes those teachers employed as teachers in the Head Start/State Preschool and Day Care programs.
- 2.5 "Day" means days the District office is open for business.

- 2.6 “Duty Day(s)” means day(s) during which unit members are required by contract to render service.
- 2.7. “Instructional Day(s)” means day(s) pupils are present for instruction.
- 2.7.1 “Early Release Day” means students are dismissed 60 minutes prior to full a day of instruction.
- 2.7.2 “Minimum Day” means students are dismissed 120 minutes prior to a full day of instruction.
- 2.8 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages, and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her leave.
- 2.9. “Unpaid Leave of Absence” means that a unit member shall be entitled to the same benefits accorded unit members who are on paid leave, excluding wages and benefits.
- 2.10 “Daily rate of pay” means the unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
- 2.11 “Hourly rate of pay” means the daily rate of pay divided by daily duty hours.
- 2.12 “Building” means a site or location where unit members work.
- 2.13 “Seniority” means length of continuous service in the District.
- 2.14 “Immediate Family” means the employee, and employee’s spouse’s: mother, (stepmother), father (stepfather), daughter (stepdaughter, daughter-in-law), son, (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister, (stepsister, sister-in-law), brother, (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any other person living in the household of the unit member.
- 2.15 “Staff Meeting” means a meeting attended by staff members to discuss school issues, lead by site/district administration.
- 2.16 “Professional Learning Community (PLC)” means educators (teachers and site administrators) committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve.
- 2.16.1 “Collaboration” means a systematic process in which people work together, interdependently, to analyze and impact professional practice in order to improve individual and collective results.
- 2.16.2 “Collective Inquiry” means process of building shared knowledge that the group will build together.
- 2.16.3 PLC’s will be teacher planned and directed for the purpose of assessing

student learning and determining strategies to support student learning. norms/protocols, agendas for the meetings will be developed by mutual agreement of the PLC members. Agendas and minutes of PLC meetings shall be turned in to administration prior to the next PLC meeting being held.

- 2.17 Professional development is defined as activities that develop an individual's skills, knowledge, expertise, and other characteristics as a teacher.

2.17.1 CVUSD professional development will meet one or more of the following criteria:

- Update individuals' knowledge of subject/content area.
- Update individuals' skills, and approaches to new teaching techniques and objectives.
- Enable schools to develop new strategies concerning the curriculum, programs, technology, behavior supports, modifications and accommodations.
- Enable individuals to apply new strategies made to curricula, programs, technology, behavior supports, modifications and accommodations.

Article III - Association Rights

- 3.1 The Association may use District facilities upon notification. Association agrees to comply with reasonable District rules and regulations governing use of school facilities.
- 3.2 The Association shall have the right to post notices on unit member bulletin boards provided by the District at each school site in areas frequented by unit members and provide a copy to the site administrator. The Association may use the District mail services and teacher mail boxes for communications to unit members.
- 3.3. A representative of the Association shall be placed on the agenda at the end of each faculty meeting. Those sites that have morning meetings shall make provisions for this to occur.
- 3.4 Authorized representatives of the Association shall be permitted to transact Association business on their non-duty time, as long as it does not interfere with the instructional program.
- 3.5 The District shall provide an up-to-date directory, including unit members' addresses and phone numbers, to the Association the first week of October.
- 3.6 The District shall provide to the Association, school assignments of all unit members yearly by the first week of October.
- 3.7 The District shall provide one complete Board packet to the Association President or his/her designee on the same day that the packet is delivered to Board members.
- 3.8 Association Release Time
- 3.8.1. The Association shall be provided a total cumulative release time not to exceed thirty (30) days per year to conduct Association business without loss

of pay or benefits.

3.8.2. 100% release time for the Association President - Salary driven costs and health care benefits equally shared by District and Association.

3.9 The District shall provide substitutes for the two (2) unit members chosen by the Association to be on the budget planning committee.

3.10 The Association shall have unit members selected by the Association on all selection panels for the hiring of certificated teaching and certificated management and supervisory positions.

3.11 The District agrees to negotiate with the Association the impact on unit members whenever a new building is opened.

3.12 The District shall make available to the Association upon request, and in a timely fashion, Board policies, minutes, statistics, records, etc., relevant to negotiation or enforcement of the terms of this contract.

3.13 Professional Dues or Fees and Payroll Deductions

3.13.1 Dues Deduction

3.13.1.1 Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by employee.

3.13.1.2 Any unit member who does not utilize the provisions of Section 3.13.1.1. may arrange to pay service fees directly to the Association in a lump sum in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to Section 3.13.1.1.

3.13.1.3 With respect to all sums deducted by the District pursuant to 3.13.1.1, the District agrees to remit such monies to the membership processing office of the California Teachers Association accompanied by an alphabetical list of teachers for whom such deductions have been made and indicating any change in personnel from the list previously furnished.

3.13.1.4 Deductions for members of the bargaining unit who commence duties after the beginning of the school year and therefore not subject to deductions until after the beginning of the school year, shall be prorated to the number of school months during the school year in which he/she is a member of the Association or otherwise

subject to the terms of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.

- 3.13.1.5 Upon appropriate, written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the District.

3.14 New Employee Orientation and Data Access

3.14.1 Scheduling of Orientation

The District shall provide at least 10 days written notice of the date, time, and location to the Association of the scheduled group orientation for new unit members and, during this orientation, permit the Association a minimum of 45 minutes to address the new unit members. This information will be provided by certified or electronic mail, to the Association president and vice president.

The District shall provide shall provide 10 calendar days notice to the Association of any mid-year orientation for new unit members and, during this orientation, provide the unit member the Association benefits packet and contact information.

The Association is entitled to invite vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

3.14.2 New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president in an Excel file format at the end of every month.

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. Work Site
6. Assignment
7. Date of Hire
8. Full time Equivalent (FTE) status

3.14.3 Bargaining Unit Member Information

In addition, by September 30th, January 30th, and May 30th of each school year, the District shall deliver to the Association president the following information in an Excel file format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular

4. Personal (non-District) Email Addresses
5. Work Site
6. Assignment
7. Seniority Date
8. Full time Equivalent (FTE) status
9. Employment status (i.e., Probationary, Permanent, Temporary, etc.)
10. Type of credential (i.e., Clear, Preliminary, College Internship, etc.)
11. An indication of any Unit Members on Leave of Absence
12. An indication of whether the District is deducting dues for membership

Article IV - Non-Discrimination

The district shall prohibit discrimination because of race, color, national origin, sexual orientation, religion, sex, age, handicap, disability, marital status, membership in an employee organization, participation in the activities of an employee organization or exercise of the rights contained in this Agreement.

Article V - Negotiations Procedures

- 5.1 Not later than July 1 of the year in which this Agreement expires, the parties shall commence the meeting and negotiation process in accordance with applicable law. Agreements reached shall be reduced to writing.
- 5.2 Meetings shall take place at mutually agreeable times and places, providing that meetings shall be held within five (5) days from receipt of a written request.
- 5.3 The meetings shall be closed to the public. Each party shall maintain its own minutes of the negotiating sessions and neither side shall take or permit tape recordings of the sessions.
- 5.4 Within thirty (30) days of ratification of the Agreement by both parties, the District shall have 600 copies prepared and delivered to the Association for distribution to each unit member in the District. The District shall give copies of the Agreement to any new bargaining unit members it hires during the term of this Agreement.

Article VI - Savings And Separability

- 6.1 If any provision(s) of this Agreement are held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provision(s) shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 6.2 The Association and the District shall meet to renegotiate said provision(s) within thirty (30) calendar days of the invalidation of any provision.

Article VII - Maintenance of Standards

- 7.1 The District shall not reduce or eliminate any benefits or working conditions unless otherwise provided by the express terms of this Agreement.

- 7.2 This Agreement shall supersede any rules, regulations, or practices of the District, except as provided in 7.1, which are, or may in the future be contrary to, or inconsistent with its terms.
- 7.3 The provisions of this agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

Article VIII - Grievance Procedure

8.1 Definitions:

- 8.1.1 A "grievance" is a claim by one or more unit member(s) or the Association that the District has violated, misinterpreted or misapplied a provision of this Agreement.
- 8.1.2 The "grievant" is a unit member, unit members, or the Association making the claim.
- 8.1.3 A "day" is any day in which the central administration office of the District is open for business.

- 8.2 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8.3 Procedure:

- 8.3.1 Informal Level: Before filing a formal written grievance, the grievant may attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Level 1 below.
- 8.3.2 Level I: No later than twenty (20) days following the act or omission giving rise to the grievance, or no later than twenty (20) days following the date upon which the grievant reasonably should have known of the act or omission, the grievant must present such grievance in writing to his/her immediate supervisor using the grievance form with a copy simultaneously provided to the Association. The written grievance shall describe the event giving rise to the grievance, must list the specific provisions of this agreement which were allegedly violated, and must state the remedy sought by the grievant. The immediate supervisor shall communicate a written decision to the unit member within ten (10) days after receiving the grievance. If the grievance is denied the immediate supervisor shall state, in writing, the rational for the denial

- 8.3.3 Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, he/she may file the grievance in writing with the Superintendent or his/her designee, within ten (10) days after receipt of the Level I response. The Superintendent or his/her designee, shall communicate a decision in writing within ten (10) days after receiving the appeal. Either the grievant or the administrator may request a personal conference within this time frame. The Association may, when filing an Association grievance, commence the grievance at Level II.
- 8.3.4 Level III: Within the time limits for appeal to Level IV, the District and the grievant, with the Association's approval, may, by mutual agreement, elect to submit the grievance to mediation to attempt to resolve the grievance by informal agreement prior to proceeding to Level IV. If there is agreement to submit the grievance to mediation, the parties shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to whichever comes first, six (6) hours of mediation or twenty (20) days after the request to the California State Conciliation Service to appoint a mediator. The parties may mutually agree in writing to extend this timeline. Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level IV.
- 8.3.5 Level IV: If the grievant is not satisfied with the decision at Level II, or if Level III is unsuccessful in resolving the grievance, he/she may request in writing that the Association submit the matter to final and binding arbitration. The request to the Association must be done within ten (10) days of the response to Level II or if Level III is used within ten (10) days after the conclusion of Level III.
- If the Association decides to submit the grievance to arbitration, it will so notify the District within ten (10) days of receiving such request from the grievant.
- If the District and the Association cannot agree on an arbitrator within three (3) days, either party may request the California State Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator.
- 8.3.6 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

- 8.3.7 All costs for the services of the arbitrator, including fees and expenses, shall be shared equally by the Association and the District. Other expenses, including witness fees will be borne by the party incurring them.
- 8.4 A grievant may be represented at all stages of the grievance by an Association representative(s).
- 8.5 All records dealing with processing of a grievance shall be filed separately from the personnel file of the participants.
- 8.6 Failure of the District administrators to meet the timelines specified after the informal step of the grievance of the grievance procedure shall render the grievance valid and the resolution sought shall be effectuated.
- Failure of the grievant and/or the Association to meet the time lines specified after the informal level shall render the grievance void and denial for cause by the grievant and/or Association.
- Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
- 8.7 No reprisals of any kind will be taken by any member or representative of the administration or the Board or by the Association against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 8.8 No party of interest at any level of the grievance procedure will be required to meet with any administrator concerning the grievance without a representative present.
- 8.9 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the work day, he/she shall be released without loss of pay in order to participate in the forgoing activities. Any unit member who is required to appear in such scheduled meetings or hearings as a witness will be accorded the same right.
- 8.10 Forms for filing grievances and other necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association. The District shall provide for printing such forms.
- 8.11 A unit member may at any time present grievances to the employer and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustments are not inconsistent with terms and conditions of the written Agreement. If any employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 8.12 At the option of the Association, the arbitration may be held under Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the demand for arbitration.

Article IX - Transfers and Assignments

9.1 Definitions:

- 9.1.1 A transfer is a change of work location between schools or education facilities.
- 9.1.2 A voluntary transfer is one in which the transfer is initiated by the unit member.
- 9.1.3 An involuntary transfer is one in which the transfer is not initiated by the unit member.
- 9.1.4 A reassignment is a change of departments or grade levels at a worksite.
- 9.1.5 A vacancy is a bargaining unit position the District has decided to fill.

9.2 Notice of vacancies:

The District management shall post in each school and the District office, a list of all known vacancies. Known vacancies will be posted on April 1, and any of these vacancies unfilled by April 15 may be posted to outside candidates. New vacancies will be posted again on May 1, and any of those vacancies unfilled by May 15 may be posted to outside candidates. Bargaining Unit Members interested in any vacancies occurring after these two postings shall follow the procedures set forth in Article 9.3 in order to be considered. During the summer months, Bargaining Unit Members shall be notified each Monday via District email of any new vacancies. During the summer months, no vacancy shall be filled until at least ten (10) days following the posting of the notice.

The notice of each vacancy shall clearly set forth the qualifications for the position, the assignment, school site and the date by which the applicant must file the application.

Should a vacancy be filled after the first workday of the school year, that position will be considered filled for that school year by a probationary or permanent teacher, and that position will be posted as a vacancy for the following school year on April 1st. Positions held by emergency credentialed teachers shall be considered vacant positions.

9.3 Voluntary transfer or reassignment:

Certificated personnel who desire a change in grade and/or subject assignment may file the appropriate form with his/her principal. Certificated personnel who desire to transfer to another school may file the appropriate form with the Director of Human Resources (Certificated Personnel). The written request is to include the school, grade, site and/or subject desired. If more than one school is requested or would be considered, the schools should be placed in priority. During the summer, those requesting a specific job will be advised of that vacancy via email. When an opening occurs, unit members holding the required certification who have applied for the transfer or reassignment shall be considered for the position prior to applicants from outside the district.

In acting on requests for a transfer or reassignment, the following criteria shall be considered in the order listed:

- A. Appropriate certification
- B. Length of service with CVUSD

The District shall notify the unit member if he/she is not given the transfer or reassignment. The unit member may within ten (10) days of the notice request the reason(s) for not being selected for the transfer or reassignment. The District shall provide the reason(s) within ten (10) days of the request.

9.4 Involuntary transfers or reassignment:

An involuntary transfer or reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members, elimination of program(s) and/or funding or school closings, compliance with State and/or federal requirements of programs in which the District participates.

- 9.4.1 Voluntary transfers or reassignments will be considered prior to initiating involuntary transfers or reassignment.
 - 9.4.2 No teacher shall be subjected to more than one involuntary transfer of assignment or school site during the school year.
 - 9.4.3 In the event that student enrollment is low, involuntary transfers or reassignment will be utilized prior to hiring of new teachers.
 - 9.4.4 Notice will be given of involuntary transfer or reassignment as soon as practicable, and except in cases of emergency, not later than three (3) days before the school year is over.
 - 9.4.5 No teacher may be involuntarily transferred or reassigned arbitrarily or capriciously.
- 9.5 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned. No unit member shall be subjected to more than one (1) involuntary transfer or reassignment during the school year.
- 9.6 If a particular school is to be closed or have its grades reconfigured, unit members at that school site shall be accorded first priority for filling any new or vacant positions at the school or schools to which the pupils at the closing school are being placed and the unit member is credentialed.
- 9.7 Unit members from the closed school or reconfigured school shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential.

When two (2) or more unit members apply for the same vacancy, the position shall be given to the unit member with the greatest seniority.

- 9.8 Unit members returning from leave shall be accorded all rights provided under this Article.
- 9.9 Unit members who are transferred/reassigned during the school year shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.
- 9.10 Notification of Assignment:

Each unit member shall be given written notice not later than three (3) days before the school year is over, of each year of the next year's assignment. Such notice shall specify the building, grade level, grade and subject area to which the unit member will be assigned.

Article X - Evaluation

10.1 Evaluation Procedure

10.1.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through a system will enable Board of Education decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

10.1.2 Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members may be evaluated every other school year. Permanent certificated employees who have been with the District at least ten (10) years and whose most recent evaluation ratings have met or exceeded "satisfactory" may be evaluated at least every five (5) years, provided the employee and his/her primary evaluator consent. The certificated employee or the evaluator may withdraw consent at any time and return to the "at least every other year" cycle. A conference shall be scheduled prior to the return of the two-year cycle. Certificated employees who are teaching in the current core academic areas defined in the ESEA shall also be required to meet the definition of "highly qualified" as stated by the Act.

If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

10.1.3 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15th of the year in which the evaluation is to take place.

10.1.4 The unit member being evaluated and the evaluator shall meet no later than October 15th to discuss:

10.1.4.1 Objectives and standards to be achieved during the evaluation period

10.1.4.2 In the event of a disagreement over the objectives, standards and/or evaluation schedule the unit member and evaluator shall:

10.1.4.2.1 Make a good faith effort to resolve the difference themselves

10.1.4.2.2 If the disagreement persists, the parties may invite a third party to assist in resolving the difference. The third party shall recommend alternatives to the unit member and evaluator.

10.1.4.2.3 If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.

10.1.4.2.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

10.1.5 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objectives and standards in a manner prescribed in section 10.1.4 above.

10.1.6 The evaluation process shall include the following activities:

10.1.6.1 Classroom observations shall last at least thirty (30) minutes. One mutually planned observation will be conducted annually for all permanent teachers and two for probationary teachers and shall be followed by a conference with written feedback within five (5) days.

Any observations in addition to those specified in this article should be beneficial and of value to both evaluator and evaluatee. Such observations must not be detrimental to instructional progress.

A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.

10.1.6.2 The immediate supervisor shall meet with first-year probationary employees within thirty calendar days of the close of the first semester. At this meeting, the immediate supervisor shall review

the teacher's performance in the first semester and inform the teacher whether any problems were noted that could result in the teacher being denied permanent status. If any such problems are identified, the immediate supervisor shall provide the unit member, at this meeting, with a written assistance plan (see 10.1.6.3) designed to allow the unit member to make the improvements necessary to attain permanent status. If any problems are identified following this meeting that could result in the teacher being denied permanent status, the teacher shall be provided with a written assistance plan (see 10.1.6.3) designed to allow the unit member to make the improvements necessary to attain permanent status.

10.1.6.3 In the case of negative evaluation(s), or if any problems are noted as per 10.1.6, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

10.1.6.3.1 Specific recommendations for improvement

10.1.6.3.2 Direct assistance to implement such recommendations

10.1.6.3.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements

10.1.6.3.4 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation

10.1.7 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.

10.1.8 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "satisfactory", "unsatisfactory" and "needs improvement".

10.1.9 Unit members shall not participate in the evaluation of other unit members.

10.1.10 Responsibility for the collection and determination of necessary data shall be determined mutually between the evaluator and the evaluatee. This data will verify the accomplishment of performance objectives. The following are options:

- 10.1.10.1 Structured observations (announced and unannounced)
- 10.1.10.2 Evaluation by other administrators
- 10.1.10.3 Services provided to others in the District (workshops conducted, advising committees, study groups, task forces)
- 10.1.10.4 Other documentation provided by the evaluatee
- 10.1.10.5 Other evaluation techniques generally accepted by the profession
- 10.1.11 The performance objectives established at the initial conference may be revised upon the request of the evaluatee with the agreement of the evaluator. Some of the factors which might lead to requests for revision of performance objective are:
 - 10.1.11.1 Change in the composition of the class
 - 10.1.11.2 Students improperly assigned
 - 10.1.11.3 Class reorganization
 - 10.1.11.4 Evidence that objectives are not suitable for the class
 - 10.1.11.5 Exceptionally poor attendance patterns
 - 10.1.11.6 Inadequate instructional facilities, equipment, supplies or materials
 - 10.1.11.7 Significant change in class size
 - 10.1.11.8 A significantly large number of students with major learning disabilities and/or health problems
 - 10.1.11.9 Prolonged teacher absence
- 10.1.12 The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:
 - 10.1.12.1 Utilization of any “clinical supervision” techniques unless specifically agreed to by the unit member being evaluated
 - 10.1.12.2 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member.
 - 10.1.12.3 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation, discipline, or discharge of the unit member.

- 10.1.13 Association representative(s) may be present at meetings described in this Article.
- 10.1.14 A committee composed of two (2) teachers appointed by the Association and two (2) management employees appointed by the District shall develop the documents necessary to implement this Article which shall become part of this Agreement.

Article XI - Personnel File

- 11.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 11.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, authorized District personnel or by court order. Records shall be maintained with the personnel file indicating purpose, date, and identification of person(s) to whom the file was released.
- 11.3 Materials in the personnel file of a unit member shall be made available for inspection by the unit member involved with prior notification. Unit members shall have the right to inspect and obtain a copy of personnel file materials upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. One copy of materials in a unit member's personnel file shall be provided by the District free of charge. Additional copies shall be at the unit member's expense.
- 11.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. If the unit member alleges that the material is false and/or unsubstantiated, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until such grievance sustains the material.

In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary or dismissal action against the unit member or used by the District in any grievance filed by the unit member.

- 11.5 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. The unit member must receive a copy of the material within ten (10) days of the date the document was prepared. Material shall be added in a timely fashion and in no circumstances shall material be added that is over six (6) months old. Documents created within this six (6) months' time limitation shall not include reference to other documents or events in excess of the ten (10) day limitation.
- 11.6 Anonymous materials shall not be placed in the personnel file.

Article XII - Hours of Employment

12.1 Work Day

12.1.1 Effective July 1, 2017, the teacher work day shall be seven (7) hours and twenty (20) minutes which includes a duty free lunch of at least thirty (30) minutes. Unit members may leave campus during their duty free lunch.

12.1.1.1 At grade levels TK-6, planning time shall increase by twenty (20) minutes and be added to the 15 minutes of planning time at the end of the instructional day in accordance with Article 12.1.2.

12.1.1.2 The additional twenty minutes will be added in order to implement an Early Release Wednesday schedule across the District. The first and third Wednesday of the month will be used for district/site-led staff development. The second, fourth and fifth Wednesday of the month will be used for PLC's as defined in Article 2.16.

12.1.2 Unit members shall report fifteen (15) minutes prior to the beginning of the instructional day and shall remain at their work site fifteen (15) minutes following the end of the instructional day. On the last two minimum days of the school year, unit members may leave fifteen (15) minutes after student dismissal provided that they have completed all check-out responsibilities by the end of the last instructional day.

The fifteen (15) minutes prior to the beginning of the instructional day or the fifteen (15) minutes following dismissal of students shall be used for planning purposes at the unit member's discretion. The determination of the duty schedule shall be decided by site Administration and CVTA site representative(s).

12.1.3 The length of recesses, passing periods and lunch breaks, as well as the number of recesses, shall be mutually determined by the faculty and principal at each site.

12.1.4 The minimum instructional day at each level shall be as follows:

Elementary K-6	311 minutes
Middle School 7-8	337 minutes
Senior High	314 minutes (five teaching periods)
Continuation High	290 minutes

Alternative schedules for 12.1.2 – 12.1.5 may be adopted by a 2/3's secret ballot of a school's faculty, with concurrence of the site administrator, as long as the State standards for instructional minutes are maintained.

12.1.5 Preparation Time - Adjustments in the scheduling of preparation time may be adopted by 2/3's majority secret ballot of a school's faculty with concurrence of the site administrator as long as the State standards for instructional minutes are maintained.

12.1.5.1 All 7th thru 12th grade teachers shall have a preparation period within the instructional day. The period shall be the same length as a regular period.

12.1.5.2 Those teachers in schools not included in 12.1.5.1 shall have a minimum of thirty (30) minutes per day preparation time. This preparation time shall be during the student instructional day. The 30-minute preparation period must be during the student day and in a single block of time. If there is no 4th-6th VAPA/PE program, this time will be decided by a 2/3 majority secret ballot of the school faculty with concurrence of the site administrator.

12.1.6 Unit members shall be excused from school at the end of the instructional day on any regular school day preceding a holiday after meeting any scheduled duty responsibility.

12.1.7 Staff meetings shall not extend more than forty (40) minutes and shall begin within 5 minutes of student dismissal or shall end 5 minutes before classes begin. Staff meetings shall be scheduled on Wednesdays and shall not occur more than twice per month.

Association officers and faculty representatives shall be permitted to leave the work site following the end of the instructional day to attend Association activities. The Association shall notify the District of these dates.

12.1.8 Parent-Teacher Conference

Administrators may schedule an individual parent-teacher conference outside the regular teaching day only with prior consultation with the teacher(s) involved, and only if the conference cannot be scheduled during the teacher preparation period. Twenty-four (24) hours' notice must be given to the unit member.

12.2 Work Year

12.2.1 The work year for unit members shall be the following:

TK-12 regular teachers	184 days
Counselors	202 days
Headstart/State Preschool	182 days
Daycare	182 days
Adult Education	184 days
Speech Therapist	187 days
Continuation School	184 days
Nurses	187 days
Tech Coordinator	212 days
Inclusion Specialist	212 days

* Two (2) of the days are for the purpose of Professional Development.

12.2.2 During the first year of employment with the District, teachers may volunteer to work an additional two (2) days. The additional two (2) days shall be for orientation and in-service. Unit members shall be paid a stipend of \$200.00 per day for attendance for new-teacher orientation and in-service.

12.2.3 One of the two work days at the start of the school year will be utilized by the District for an all employee "Welcome Back," followed by administrator-led school site staff meetings. The other day will be available for teachers to prepare for the start of the student school year and will not include site or District-directed activities.

Article XIII - Safety Conditions of Employment

- 13.1 Unit members shall not be required to work under hazardous conditions or to perform tasks which may endanger their health or safety. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act (CAL/OSHA)
- 13.2 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical contact reasonably necessary to insure safety of unit members and pupils.
- 13.3 Unit members shall immediately report cases of assaults or menacing behavior suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and courts.
- 13.4 The District shall reimburse unit members for any and all costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits. The equipment or property must be verified annually by the member's supervisor as necessary in the instructional program. The District will not be responsible for unverified equipment.
- 13.5 The District shall provide full support, including legal and other assistance, to unit members who may be assaulted while in performance of their duties.
- 13.6 The District shall take action against a pupil if a unit member's person or property is injured or damaged by the willful misconduct of the pupil which occurs during the course and scope of employment.
- 13.7 The District and the Association will jointly develop a procedure to notify teachers of students assigned to them who are known to have committed acts prohibited by Education Code Section 48900. Special attention shall be paid to students whose violations involve acts of violence or threats of violence.

Article XIV - Leaves

14.1 Personal Illness and Injury Leave

- 14.1.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first work day of each year. Sick leave may be used by the unit member for personal illness or injury. Sick leave which is not used shall accumulate from year to year without limit.
- 14.1.2 Unit members who work less than full-time and/or who work on extended work year shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 14.1.3 In addition to all sick leave entitlement a unit member may accumulate within the District, he/she shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another school district.
- 14.1.4 The District shall provide each unit member with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members by October 15 of each school year.
- 14.1.5 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty (50) percent pay, whichever is greater. A supporting physician's certificate shall be filed with the District. The District reserves their right under Education Code, and for good cause, to designate an additional medical doctor for verification of an employee's illness at District expense unless covered by Worker's Compensation.
- 14.1.6 Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such sick leave including the date on which the leave is to begin and the date on which the duties are to be resumed shall be determined by the unit member and her physician.
- 14.1.7 If a unit member is absent for less than a full day, one hour of leave will be deducted for each hour of absence or fraction thereof.
- 14.1.8 Catastrophic Sick Leave Bank
- 14.1.8.1 To be an eligible participant of the Catastrophic Sick Leave Bank ("Bank"), a probationary or permanent certificated employee must donate one (1) day of sick leave during the open enrollment period of its first year of operation and one day each year thereafter. If the

total number of days in the Bank exceeds 500 on the first day of September of any year, members who have previously donated will be exempted from donations that year.

New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

- 14.1.8.2 The sick leave day contribution will be authorized on the appropriate form and continue from year to year under the provisions addressed below or until canceled by the certificated employee. No sick leave may be surrendered or drawn for the purposes of summer school.
- 14.1.8.3 Following the initial enrollment, a certificated employee may only join the Bank during the annual open enrollment period during the month of September. Employees hired after September 1 will have an open enrollment period of 30 days following the date of hire.
- 14.1.8.4 Certificated employees otherwise eligible for Catastrophic Sick Leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.
- 14.1.8.5 Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under section 14.1.1 above.
- 14.1.8.6 A catastrophic injury or illness shall be defined as: any injury or illness which incapacitates a certificated employee or that incapacitates a member of the employee's immediate family for an extended period of time (in excess of sixty (60) consecutive calendar days) based upon competent medical evidence.
- 14.1.8.7 The first ten (10) days of illness or disability must be covered by the employee's own sick leave, differential pay or leave without pay. After ten (10) days, employees who have exhausted their sick leave but still have differential leave available are eligible for a withdrawal from the bank. The District shall pay the employee's full pay and the Bank shall be charged one sick leave day. The employee may use the remaining differential leave after exhausting the Catastrophic Sick Leave.

Leave from this Bank may not be used for illness or disability which qualifies the certificated employee for Workers' Compensation leave, or his/her own paid leave.

The maximum number of work days allowed for a member of the Bank for a single catastrophic injury/illness shall not exceed forty (40) work days. If there are insufficient days in the Bank, there is no

obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

- 14.1.8.8 The certificated employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee (to be referred to as the Committee, as defined in section 14.1.8.11). The Committee determines the certificated employee's eligibility to receive donated leave under this section. Upon request by the Committee, the certificated employee shall submit a "Certificated Sick Leave Bank request for "Withdrawal" form for the release of medical information. The Committee shall be entitled to obtain an independent medical evaluation to determine a certificated employee's right to receive leave from the Bank.
- 14.1.8.9 A certificated employee who wishes to donate sick leave shall submit a "Certificated Sick Leave Bank Deposit" form to the Payroll Department. This form authorizes the donation to the Bank. No surrender shall be effective until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the Committee.
- 14.1.8.10 A certificated employee who has submitted a request to donate sick leave, and a certificated employee who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each certificated employee agrees to indemnify and hold the Committee harmless from any claims, demands, or causes of action related to the donation.
- 14.1.8.11 No action taken by the Committee under this section shall be subject to the grievance procedure of this agreement. The Committee shall be composed of four (4) members, two (2) of which are appointed by the District and two (2) of which are appointed by the Association. A certificated employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave plan herein provided, may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame.

The Committee shall review timely matters which are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it.

The report shall be submitted to the District Board of Education as an information item.

The Committee shall be responsible for informing certificated employees of solicitation for donations earmarked for the Bank.

- 14.1.8.12 If any provision of this section is held to be unlawful, then this entire section shall be null and void. This section supersedes any obligation of the District under Education Code section 44043.5

14.2 Personal Necessity Leave

- 14.2.1 Leave which is credited under sick leave in this Agreement may be used, at the unit member's election, for purpose of personal necessity provided that use of such personal necessity leave does not exceed eight (8) days in any school year. When the eight (8) days are exhausted, four (4) days of regular sick leave may be used for illness of family members or family emergency.

- 14.2.2 Personal necessity leave shall be granted to an employee for the following reasons:

14.2.2.1 Death or serious illness of a member of an employee's Immediate family.

14.2.2.2 Accident involving the employee's personal property, or the personal property of a member of the employee's immediate family.

14.2.2.3 Appearance in court as a litigant.

14.2.2.4 The birth of a child making it necessary for an employee who is the father of the child, or the adoption of a child making it necessary for an employee who is an adopting parent of the child, to be absent during assigned hours of service.

14.2.2.5 Under circumstances which are: serious in nature; involving requirements which the employee cannot be reasonably expected to ignore; and requires the attendance of the employee during working hours.

- 14.2.3 There shall be no accumulation from year to year of such days.

- 14.2.4 Such leave shall not be used to:

- a. Withhold services to the District
- b. Shopping
- c. Seeking other employment
- d. Recreation
- e. Extending vacation or Holidays
- f. Donating service
- g. Attendance at non-professional meetings

14.2.5 Unit members shall inform their site administrator or the Certificated Personnel Office of their intent to be absent. The unit member shall identify on the time card that they utilized personal necessity leave. The unit member shall not be required to state the purpose for the use of personal necessity leave.

14.3 Bereavement Leave

14.3.1 A unit member shall be entitled to maximum of three (3) days leave of absence if within 200 miles or five (5) days leave if more than 200 miles of travel is required on account of the death of any member of the immediate family. Bereavement leave shall be granted without loss of salary, benefits or accumulated sick leave.

14.3.2 For purpose of this provision, an immediate family member is defined in 2.14.

14.4 Pregnancy Disability Leave

14.4.1 Unit members are entitled to use such leave as set forth above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery thereafter on the same terms and conditions governing leaves of absence from other illness or medical disability.

14.4.2 Such leave shall not be used for child care, child rearing or preparation for child rearing.

14.4.3 The length of such disability leave including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

14.5 Unpaid Maternity/Child Rearing Leave

14.5.1 Leave without pay shall be granted to a unit member upon request for preparation for child bearing, child rearing or adoption.

14.5.2 The unit member shall request such leave as soon as practicable prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee plans to begin and end the leave.

14.5.3 The determination as to the date on which the leave shall begin and the duration shall be by mutual agreement between the unit member and the Superintendent or his/her designee.

14.5.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall terminate on June 30 in the school year in which such leave is taken.

14.5.5 There shall be no diminishing of employment status for this leave.

14.5.6 If a unit member on leave for child bearing or child rearing and in the event of a miscarriage or death of the child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, assignment will be made as soon as reasonable.

14.6 Industrial Accident Leave

14.6.1 Unit members are entitled to Industrial Accident Leave not to exceed sixty (60) days during which the schools are in session.

14.6.2 The District may have the unit member examined by a physician at the District expense. At the election of the unit member, his/her own licensed physician may perform an Industrial Accident examination, provided that the unit member's physician is on file with the District prior to the time of the injury.

14.6.3 In accordance with applicable law an employee shall not be entitled to receive wages or salary from the District which, when added to Workers' Compensation Disability benefits, will exceed a full day's wages or salary. If such is the case, the unit member shall endorse his/her temporary disability checks payable to the Coachella Valley Unified School District. If the unit member fails to endorse to the District the disability checks received, the District shall deduct the amount from the unit member's warrant.

14.6.4 When all available leaves of absence paid or unpaid have been exhausted and if the employee is not medically able to assume the duties of the unit member's position, said unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. As positions become available said employee shall be hired first except for those who might be on a re-employment list established because of lack of funds or work. In such cases appropriate seniority provisions will govern.

14.7 Judicial Leave

14.7.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than a litigant, for reasons not brought about through the misconduct of the unit member.

14.7.2 Unit members must indicate jury duty absences on the time card.

14.8 Sabbatical Leave

- 14.8.1 After completing seven (7) consecutive full school years of service, a unit member will be eligible to apply for a sabbatical leave. This leave may be for one year or one-half year.
- 14.8.2 Applicants for sabbatical leave must submit a request on the appropriate form by April 15 of the school year preceding the requested leave. The District shall grant leave based on the benefit of the proposed leave to the educational process and the financial status of the District. In case of denial, a written response stating the reasons for denial will be given to the applicant.
- 14.8.3 Unit members on sabbatical leave will receive one-half salary or the difference between a substitute's salary and the member's salary whichever is greater, and one-half fringe benefits. The unit member will receive the appropriate salary schedule placement which would have been granted had the unit member not been on leave.
- 14.8.4 No other compensation, benefit, or seniority credit will be granted to those on leave. The member will be entitled to return to the position which he/she held prior to the leave.
- 14.8.5 The total number of sabbatical leaves granted annually shall not exceed three unit members.
- 14.8.6 The unit member must return to the District in a teaching capacity following the sabbatical for a time equal to the length of the sabbatical. The district may require that the unit member provide an indemnification bond for failure to successfully complete the sabbatical program or render the post-leave service.

14.9 School Business Conferences

- 14.9.1 Unit members may request leave for conferences for school business from the site principal along with a plan for sharing information with staff upon their return. Expenses shall be reimbursed according to current Board Policy on conferences. Any school business leave must be approved by the principal. The approved forms and approval must be submitted before reimbursement will be made.

14.10 Graduate Study Leave

- 14.10.1 A graduate study leave is a non-paid leave of absence which may be granted to a unit member to pursue a program of graduate study of six or more units per semester or the equivalent in an accredited institution of higher learning. Correspondence courses do not qualify.
- 14.10.2 Unit members must hold permanent status in the District to be eligible.
- 14.10.3 This leave may be granted for a minimum of one semester or a maximum of two semesters.

14.10.4 No salary will be paid by the District to a unit member on a graduate study leave of absence.

14.11 Military Leave

14.11.1 Unit members shall be allowed military leave, subject to the provisions of applicable federal and state law.

14.12 Other Leaves Without Pay

Upon application of the unit member and the approval by the District, leave without pay may be granted for a period of one school year for the following:

- a. Vista
- b. Care for a member of the immediate family
- c. Long-term illness of the unit member
- d. Service in an elected public office
- e. Professional study or research
- f. Service on a government committee
- g. Exchange teaching

The application for this leave shall be in writing. A unit member on such leave shall notify the District by March 1 of the school year as to his/her intent to return to employment in the District the following year. Failure to notify will be considered an abandonment of position.

14.13 Unpaid Disability Leave

- a. A unit member receiving a disability allowance from the State Teachers Retirement System shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the unit member's employment right will end.
- b. During the thirty-nine (39) month period, if the STRS determines that the disability no longer exists, the unit member will be returned to regular status upon request by the unit member. The unit member shall be returned to a teaching vacancy, if certificated for the position, as soon as it exists, but no later than the beginning of the next school semester.

14.14 Fringe Benefits While On Unpaid Leave

- 14.14.1 The District shall provide to all unit members on unpaid leave the existing fringe benefit package provided that the unit members on leave reimburse the District for the cost.

14.15 Attendance Stipend - Unit members who use no leave per article 14, except for reasons listed in Article 14.3, Bereavement Leave; 14.7 Judicial Leave; 14.9 School Business Conferences (this includes Union Business), will be compensated with a \$500 stipend per semester.

Semester 1: July 1 – December 31 Paid in February warrant

Semester 2: January 1 – June 30 Paid in July warrant

Article XV - Early Retirement

- 15.1 For an employee retiring after 15 years of continuous service in the Coachella Valley Unified School District or component district, including the year prior to retirement, the District will provide the health insurance benefits that an employee would receive, had they continued in service in the District, to persons retiring at age 55 or later or when the employee becomes eligible for Medicare, or other group health insurance through future employment, whichever comes first.
- 15.2 The District shall provide health insurance benefits to certificated employees on disability retirement that meet the length of service requirement listed in 15.1.
- 15.3 Unit members between the ages of 55 and 62 and having 15 years of service, the last five (5) of which must be full-time service, may apply for any available half-time position in their field. Credit will be given for half-time service with the State Teachers Retirement System.

Article XVI - Extra Services Pay

- 16.1 Unit members performing extra services shall be compensated at the rate of C-2 divided by 1349.27 per hour.
- 16.2 Unit members in grades 4 through 8 who direct any program, including music or drill team, which results in participation in non-district-sponsored events requiring off-campus supervision in excess of the contracted school day, shall be compensated at the rate of \$100 per event.
- 16.3 Unit members at the 7-8 grade level who prepare and participate in the Riverside County Youth Conference shall be compensated at the rate of \$100.00 (maximum of two at each site).
- 16.4 Counselors, Nurses, Deaf and Hard of Hearing Service Provider, Orthopedically Impaired Teacher, and Speech Therapists shall receive a 6% stipend.
 - 16.4.1 The work year for Counselors is 202 days which includes evening and Saturday assignments. The extra days schedule is to be decided by the site Principal and the Counselor in consultation with the Counseling department. The Counseling Coordinator will have a reduced caseload consisting of one-half (1/2) of the average caseload of the other Counselors.
 - 16.4.2 The work year for Speech Therapists and Nurses is 187 days which includes afternoon and evening assignments. The extra days schedule is to be decided by the Director and the Speech Therapist or Nurse.
 - 16.4.3 The work year for Deaf and Hard of Hearing Service Provider, and Orthopedically Impaired Teacher, is 194 days (five days at the beginning and five days at the end of the teacher work year). The Deaf and Hard of Hearing Service Provider and the Orthopedically Impaired Teacher shall receive a 6% stipend from Certificated Salary Schedule 004.

16.5 High School Department Coordinators shall receive a yearly stipend in monthly increments based on the following criteria:

16.5.1 Five (5) sections represent one (1) FTE teacher.

16.5.1.1	14 or greater teachers.....	Class III
16.5.1.2	12-13 teachers.....	Class IV
16.5.1.3	10-11 teachers.....	Class V
16.5.1.4	8-9 teachers	Class VI
16.5.1.5	7 teachers or less	Class VII
16.5.1.6	Freshmen Core Coordinator	Class III

16.5.2 The calculation of the classes are defined in Appendices I.

16.5.3 The Coordinators represent the following departments:

English, Science, Social Studies, Math, ESL/Foreign Language, P.E., Special Education, Fine Arts/non departmental, Vocational Education, Freshmen Core.

16.6 All unit members whose assignment requires a Bilingual, Crosscultural, Language and Academic Development (BCLAD) credential and who hold a valid BCLAD credential shall receive a stipend of \$1000.00 per year.

16.7 Middle school/Department Coordinators shall receive a yearly stipend in monthly increments based on the following criteria:

16.7.1.1	Six (6) sections represent one (FTE) teacher
16.7.1.2	8 or greater teachers Class III
16.7.1.3	7 or fewer teachers Class V

16.7.2 The calculation of the classes are defined in Appendix I.

16.7.3 Coordinators represent the following departments:

Special Education, Physical Education, Social Studies, Math, English and Science

16.7.4 The District agrees that prior to payment of any stipend not specifically listed in this Agreement, it will meet and bargain with the Association the stipend to be paid to the employees performing the tasks.

16.8 Middle school and elementary school coaches shall be compensated for their after-school coaching activities as follows:

16.8.1 Grades 7-8, 15% of the base amount a stipend of \$500 per sport.

16.8.2 Grades 3-6 at the rate of \$100 per activity and extra services pay for after-school preparation not to exceed 10 hours per sport. Unit members may coach only one sport or event per season.

- 16.9 As part of their special assignment, coaches will be paid one-twelfth (1/12) of their regular stipend for each week their team is involved in California Interscholastic Federation (CIF) playoffs.
- 16.10 Elementary and Middle or Junior high school unit members who work on extra-curricular events at the request of their supervisor shall be compensated at the extra services hourly rate by the District.
- 16.11 The District shall advertise, including posting on site bulletin boards, all extra-curricular assignments prior to filling them.
- 16.12 Special Education teachers shall receive a \$1000 annual stipend.

Article XVII - Class Size

- 17.1 The District will make every effort to minimize the number of combination classes at the elementary level. When a Principal determines a combination class is the only available option, a volunteer shall first be sought from the school site. No teacher will be assigned a combination classroom consecutively unless mutually agreed upon.

Combination class teachers will receive two (2) on-site mutually agreed upon release days to assist their preparation.

When a Principal determines that a Hybrid-Modified classroom is required, a volunteer shall be sought from the school site.

The District shall staff at a ratio of pupils to regular classroom teachers for each school site as follows:

17.1.1	TK-3	24 to 1*
17.1.2	4-6	30 to 1
17.1.3	7-8	30 to 1
17.1.4	9-12	32 to 1
17.1.5	4-6 PE/VAPA.....	60 to 1
17.1.6	7-8 PE.....	45 to 1
17.1.7	9-12 PE.....	50 to 1
17.1.8	Continuation HS...	20 to 1

* This ratio shall serve as a collectively bargained alternative as per Educational Code 42238.02 Grade Span Adjustment

- 17.1.9 4th – 6th grade VAPA/PE teachers will work in accordance with the class size limits set in 17.1.5. Each VAPA/PE teacher will be provided with a classified member to assist with supervision and organization of activities and equipment.

Band, choir, and Special Education resource classes shall not be used in the 17.1.1 – 17.1.4 calculations

SDC students placed in a regular classroom for more than 50% of the instructional day shall be counted as a student on the roster of the regular education teacher.

17.1.10 The District may place no more than two (2) students over the above stated number in Article 17.1.1 through 17.1.8 for the first twenty (20) days of the year (based on enrollment). Thereafter, no more than two (2) students over the stated number shall be placed in classrooms for no more than fifteen (15) days.

17.1.10.1 After the time in Article 17.1.10 has passed and class size exceeds the target ratio in elementary classes the unit member shall be compensated if they volunteer at \$20 per day per student (no more than 2 students). Special Education classes are excluded. Volunteers shall be chosen by voluntary lottery within the grade level/content area. Student enrollment shall be offered to unit members on a rotating basis.

17.1.10.2 After the time in Article 17.1.10 has passed and the class size exceeds the target ratio in secondary classes the unit member shall be compensated \$4 per student, per period (no more than 2 students per period), per day. Special Education classes are excluded with the exception of 17.2.9. Volunteers shall be chosen by voluntary lottery within the grade level/content area. Student enrollment shall be offered to unit members on a rotating basis.

17.2 Special Education classes will be staffed at a ratio of pupils to classroom teachers for each site as follows:

17.2.1	SDC – Mild to Moderate Elementary	15 to 1
17.2.2	SDC – Moderate to Severe Elementary	12 to 1
17.2.3	SDC – Mild to Moderate Secondary	15 to 1
17.2.4	SDC – Moderate to Severe Secondary	12 to 1
17.2.5	Emotionally Disturbed	10 to 1
17.2.6	Life Skills	10 to 1
17.2.7	Autism Mild to Moderate	10 to 1
17.2.8	Autism Moderate to Severe	10 to 1
17.2.9	Special Academic Instruction (SAI) Secondary	15 to 1

17.3 Every reasonable effort will be made to maintain the appropriate number of students safely at each work site. The District and the Association recognize that certain classes will be limited due to the number of work stations provided. The maximum class size shall not exceed the limits stated in section 17.1. The site administrator and the affected teacher(s) will meet to determine the number of students that can be placed due to the number of work stations in the classroom. If the above parties cannot agree, then the CVTA President and the Assistant Superintendent of Educational Services will meet to attempt to resolve the disagreement. The final decision will be made by the Superintendent.

17.4 Classes shall be balanced within two (2) students at each school site based on grade level, subject and program. (For example: Bi-literacy classes will be balanced with other

Bi-literacy classes within a grade level, AP English 11 classes will be balanced with other AP English 11 classes, etc.)

- 17.5 Students shall be placed systematically at each site and the staff shall be informed of the rationale for the placement or change of placement. Any request for placement of students or change of placement shall be discussed with the teacher(s) involved before any decision is made relative to placement.
- 17.6 Pursuant to California Education Code 51745.6 and for purposes of calculating the ratio of average daily attendance for independent study pupils 18 years of age or less, the district shall not exceed 15 ADA above the equivalent ratio of pupils to full-time certificated employees for all educational programs operated by the school district as calculated by a district average or the applicable grade span.
- The following grade span shall apply:
- (A) Kindergarten and grades 1 to 3, inclusive
 - (B) Grades 4 to 6, inclusive
 - (C) Grades 7 to 8, inclusive
 - (D) Grades 9 to 12, inclusive

Article XVIII – Salaries, Health and Welfare

- 18.1 Effective July 1, 2018, there will be a zero% (0%) salary increase for the 2018-2019 school year.
- 18.2 The district's annual contribution to actual health care benefits (medical, vision and dental) will be a maximum of \$21,576 per eligible member.
- 18.2.1 Effective October 1, 2018, the District's obligation shall not exceed the negotiated cap and the difference, if any, will be deducted from employees' salary warrants.
- 18.3 CVTA and the District reserve the right to negotiate any plan changes to mitigate an increase in health and welfare costs.
- 18.4 Beginning with the 2019-2020 school year, unit Members will be paid over eleven (11) pay periods (eleventhly). Voluntary deductions will be deducted over ten (10) pay periods (tenthly).

Article XIX – PAR - Peer Assistance and Review - Teacher Induction Program

19.1 Preamble

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

improve the quality of instruction through teacher induction support, expanded and improved staff development, peer assistance, and professional accountability.

Teachers are valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

19.2 Definitions

For the purposes of this article the following definitions will be used:

- A. "Buddy Teacher" is a fully-credentialed teacher assigned to assist a teacher in a CTC-approved Intern Program.
- B. "Consulting Teacher" is a fully-credentialed, tenured teacher assigned to provide support to Referred or Voluntary teachers in the Peer Assistance and Review Program. Consulting Teachers may also serve as "BTSA Support Providers" under the provisions of Article 19.5.5.2
- C. "Inductee" is any teacher serving on an emergency, pre-intern, intern, or preliminary credential, or any fully credentialed teacher in their 1st or 2nd year in the teaching profession or any teacher who is new to the District or new to the State.
- D. "Participating Teacher" is any of the teachers receiving support or assistance from any of the programs described in this article.
- E. "Site Coach" is a fully-credentialed teacher who is assigned to provide support to a teacher in the Pre-Intern Program or to a teacher serving under an emergency credential or as a Long Term Substitute.
- F. "Support Provider" is any teacher assigned to provide support or assistance to an inductee pursuant to the programs described in this article. They may be designated as "BTSA Support Provider", "Buddy Teacher" or "Site Coach," depending upon which program they are supporting. A Consulting Teacher may also serve in this capacity as time permits.

19.3 Peer Assistance and Review (PAR) Council

19.3.1 The PAR Council will consist of seven (7) members. Members of the PAR Council will include the Association President, or designee, three (3) members selected by the Association, the Assistant Superintendent, Administrative Services or designee and two (2) other members appointed by the District.

19.3.2 The PAR Council will establish the internal operational procedures of the Council, including the method for the selection of a Chairperson. PAR Council meetings shall be closed. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators.

19.3.3 The PAR Council, by majority vote, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators. This shall include compensation amounts for all support providers in the programs.

- 19.3.4 The PAR Council will establish the meeting schedule. To hold meetings, five (5) of the seven (7) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. PAR Council teacher members shall receive a \$2,000 yearly stipend for services on the Council.
- 19.3.5 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 19.5.6+). Written confirmation of participation in the PAR Program will be provided by the PAR Council to participating teachers, referred teachers, principals or immediate supervisors, and Consulting Teachers.
- 19.3.6 The PAR Council shall be responsible for selecting BTSA Support Providers.
- 19.3.7 The PAR Council will assign the Consulting Teacher to a participating teacher. The PAR Council assignment is final. The participating teacher has the right to meet with the PAR Council to discuss the assignment of the Consulting Teacher within two weeks of notification of their assigned Consulting Teacher.
- 19.3.8 All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 19.3.9 The Par Council will approve trainers and/or training providers for the Consulting Teachers.
- 19.3.10 The Par Council will approve the training for Consulting Teachers prior to the Consulting Teacher's participation in the Program.
- 19.3.11 The PAR Council will review the final report prepared by the Consulting Teacher and make a recommendation(s) to the Governing Board or designee regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding to the Governing Board the name of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- 19.3.12 The PAR Council shall annually evaluate the impact of the PAR Program in order to improve it. The PAR Council may submit recommendations for improving the Program to the Governing Board and the Association.
- 19.3.13 The PAR Council will determine the number of Consulting Teachers in any school year, guided by and subject to such factors as the number of Referred, Voluntary and Inductee teachers and available funds not to exceed the funded amounts pursuant to ABXI and BTSA.

19.4 Program Eligibility and Requirements

Eligibility for participation in the programs is contingent upon credential status and availability of funds. There are two (2) categories of participation:

19.4.1 Peer Assistance & Review (PAR)

The purpose of the PAR Program is to assist permanent unit members to improve their instructional skills.

A. Mandatory Participation

Permanent unit members shall be referred for mandatory participation in the Peer Assistance & Review Program as a result of an unsatisfactory final evaluation. "Unsatisfactory" is here defined as having received "Does Not Meet Standard" rating in eight out of twenty-five elements in at least three of the five standards, excluding Standard Six. This will be reported as a "Needs Improvement" rating on the overall evaluation section of the Final Summative Evaluation Form. This language will be added to the Final Summative Evaluation Form.

1. The purpose of participation in the PAR Program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both.
2. This Article does not expand nor diminish the unit member's ability to grieve an evaluation under Article 10 of the negotiated contract between the parties.
3. A Consulting Teacher will provide assistance to a Referred Participating Teacher from semester to semester. Following each full semester the Consulting Teacher shall indicate whether the Referred Participating Teacher is benefiting from participation in the program, and whether or not further assistance will be productive. The Consulting Teacher will submit a final written summary report (see Appendix H) to the PAR Council by May 1 if the Referred Participating Teacher has been in the program for at least one (1) full semester. The Consulting Teacher may submit the final report prior to the end of a full semester if she/he believes further assistance will not be productive because significant improvement has occurred. A copy of the report shall be provided to the Referred Participating Teacher who shall have the right to submit a written response to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the PAR Council to discuss the report and to be represented at this meeting.
4. The final report to the PAR Council shall be made available as part of the Participating Teacher's evaluation.
5. The results of the Participating Teacher's participation in the PAR Program shall be made available for placement in the personnel file of the referred teacher receiving assistance.

B. Voluntary Participation

1. A permanent unit member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that

the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant (VT). The VT may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

2. Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT can not be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

19.4.2 Professional Teacher Induction Program

The purpose of the Professional Teacher Induction Program is to promote quality instruction and to assist new teachers in the credentialing process.

A. Mandatory Participation

Pursuant to changes in the California Education Code and rulings by the Commission for Teacher Credentialing (CTC), there shall be mandatory participation in the Professional Teacher Induction Program. The level of participation and the level & type of assistance received is based on credential status, years of experience and availability of funds.

1. The following teachers must complete the Beginning Teacher Support & Assessment (BTSA) program as prescribed by the RIMS Consortium. (This provision shall be effective September, 2002):
 - a. Fully credentialed teachers in their 1st or 2nd year of teaching,
 - b. teachers holding preliminary credentials,
 - c. Teachers holding emergency credentials who have completed supervision but have not passed subject matter competency exams.
2. Teachers in their 3rd, 4th or 5th year of teaching with credentials from out-of-state must complete the "BTSA-plus" program as stipulated by the CTC.
3. Teachers in CTC approved Intern Programs shall participate in the "Buddy Teacher" program as prescribed by their educational institution and the PAR Council.
4. Teachers holding Pre-Intern credentials shall participate in the "Site Coach" program as prescribed by the RIMS Consortium and the PAR Council.

19.4.2.1 The District recognizes the extreme demands placed on Pre-Intern teachers both as beginning teachers and in required study and coursework. Therefore, teachers holding Pre-Intern credentials shall be prohibited from performing extra services for the District during the first full year of their

employment in the District as a Pre-Intern. Compensated professional development is not considered “extra services” for the purposes of this article.

B. Voluntary Participation

Experienced teachers who are new to the District, teachers holding emergency credentials and teachers working as Long Term Substitutes may receive assistance from a Site Coach with principal’s recommendation and approval of the PAR Council, subject to availability of funds.

19.5 Consulting Teachers

19.5.1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

- a. At least four (4) years of recent experience in the District as a classroom teacher.
- b. A CLAD Certificate or equivalent is desirable.
- c. Demonstrated exemplary teaching ability.
- d. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- e. Ability to communicate effectively both orally and in writing.
- f. Ability to work cooperatively and effectively with others.

19.5.2 It is the intent of the District and the Association that Consulting Teachers shall be released full-time. It may however be necessary from time-to-time because of the number of teachers to be served that a Consulting Teacher would not be full-time release. The PAR Council will make the decision if a Consulting Teacher is not to be released full-time. Consulting Teachers will have the same work day and year as specified in Article 12. The beginning and ending times for Consulting Teachers may vary from their previous assignment and from day to day.

19.5.3 A Consulting Teacher provides assistance to participating teachers in improving instructional performance. This assistance will typically include:

- a. Set and discuss performance goals with the Participating Teacher. Assist in developing an Individual Performance Plan (IPP).
- b. Multiple observations of the Participating Teacher during periods of classroom instruction.
- c. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring for additional training, or by other activities which, in their professional judgment, will assist the Participating Teacher.

- d. Meet and consult with the Principal or designee of a Referred Participating Teacher.
- e. Demonstrate good teaching strategies and practices to the Participating Teacher.
- e. Use school district resources to assist the Participating Teacher.
- f. Monitor the progress of the Participating Teacher and maintain a written record.

19.5.4 Full-time and part time Consulting Teachers shall have a caseload determined by a ratio of Consulting Teachers to Participating Teachers. Participating teachers include all teachers receiving support from the PAR and Professional Teacher Induction Programs. This ratio is dependent on the amount of assistance provided to Participating Teachers as determined by the PAR Council.

19.5.5 The Executive Director of Personnel Services or Designee will coordinate the Teacher Induction Program. Services will include the matching of BTSA Support Providers to BTSA Participating Teachers with approval of the PAR Council.

19.5.5.1 It is the intent of the District that the first priority of full-time consulting teachers is to provide assistance to experienced teachers referred to the PAR program.

19.5.5.2 Each full-time Consulting Teacher who is also designated "Lead PAR Coach" may serve a maximum of five (5) referred teachers. Should fewer than four (4) teachers be referred for service for each consulting teacher, the Consulting Teacher may serve as BTSA Support Provider with a caseload to be determined annually by the PAR Council.

19.5.6 Consulting Teacher positions will be filled as follows:

- a. A notice of vacancy will be posted at all sites and in the District office.
- b. Applicants shall submit an application form.
- c. Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicants abilities.
- d. Consulting Teachers shall be selected by a majority vote of the PAR Council after a minimum of two (2) representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. Whenever possible, site visitation teams shall be made up of at least one administrator and at least one teacher.

19.5.7 Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program.

The PAR Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

- 19.5.8 The term of the Consulting Teacher shall be two (2) years with the option of serving for a third year subject to the approval of the PAR Council. A Consulting Teacher who has served a two-year or a three-year term may reapply after returning to the classroom for two (2) years. Consulting Teachers who opt out of the program after only one (1) year shall not be eligible to reapply for a period of five (5) years from the date of their first approval.
- 19.5.9 In addition to the regular salary, Consulting Teachers shall be paid an annual stipend of 7% of their salary. In addition to their regular work year they may be required to work up to an additional ten (10) days and receive per diem compensation, provided the days have been pre-approved by the Assistant Superintendent of Personnel Services and recommended by the PAR Council.
- 19.5.10 Upon completion of service as a Consulting Teacher, he/she will be returned to the position which he/she held prior to becoming a Consulting Teacher. If that position no longer exists, he/she shall be provided a similar position that he/she is credentialed to teach. The Association agrees that this may require the District to employ additional temporary teachers.
- 19.5.11 Prior to working with a Participating Teacher, the Consulting Teacher will meet with the referred teacher and their principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Principal with respect to the process of peer assistance and review.
- 19.5.12 At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year. The decision of the PAR Council is final.

- 19.6 Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notice (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

Article XX – Professional Growth

- 20.1 The District and the Association encourages teachers to seek National Board Certification. The District will pay directly the application fees for up to ten teachers per year. In addition, up to five release days without loss of pay will be available to each applicant. The teacher agrees to make every effort to complete the requirements for Board Certification.

Article XXI - Professional Rights

- 21.1 Unit members shall be guaranteed freedom in instruction and discussion and may introduce any relevant materials provided that the presentation is a balanced representation of the course content and consistent with the State Education Code.

Article XXII – Shared Assignment

- 22.1 Upon agreement by the two teachers and the District, the unit members shall be allowed to share one position.
- 22.2 Unit members requesting shared assignments shall do so prior to April 15 of the preceding school year.
- 22.3 Re-entry to a full-time position from a shared assignment may be limited to the beginning of the school year.
- 22.4 If the re-entering unit members disagree on the next year's assignment, the preference of the most senior teacher in the District shall prevail.
- 22.5 Unit members on shared assignment retain tenure within the District.
- 22.6 Unit members on a shared assignment will contribute toward the fringe benefit program on a pro-rated portion of the cost of the program.
- 22.7 The District shall notify the unit members prior to the last working day in May its decision for the shared assignment request.

Article XXIII – Substitutes

- 23.1 A unit member will contact the District's certificated substitute placement system at least two (2) hours prior to the start of the assignment. The District shall provide a telephone number of a site administrator or designee to report an absence when the placement system is not available.
- 23.2 At secondary school sites, when the substitute list has been exhausted or when a substitute is required for less than the full teaching day, and another teacher agrees to cover for the absent teacher during his/her preparation period, a miscellaneous pay adjustment of 75% of Step D 7 divided by 1349.27, will be paid to the substituting teacher. However, teachers may mutually agree to cover the class without pay and loss of leave with approval of administration.

- 23.3 At elementary school sites, when the substitute list has been exhausted or when a substitute is required for less than a full teaching day, substitutes shall be drawn from a pool of volunteers as provided below:
- 23.3.1 At elementary school sites, unit members may volunteer to serve as substitutes. Each trimester, the names of the bargaining unit members volunteering to substitute shall be listed and posted at each site. The list shall indicate whether the bargaining unit members on the list are volunteering to include kindergarten, primary or intermediate level students in the bargaining unit member's class.
- 23.3.2 Bargaining unit members at an elementary school that substitute for other bargaining unit members at the site shall be paid at the current district's extra services hourly rate up to six (6) hours. In the event the class is split, extra services pay will be divided by the number of teachers who split the class. (For example: If a class is split between two (2) teachers, each teacher will receive 50% of the extra services pay).
- 23.4 Whenever a unit member is assigned voluntarily to serve as acting principal in the absence of the principal, the District shall provide a substitute to fill the classroom assignment.
- 23.5 When legally possible, a substitute will be assigned from a priority list of five (5) names submitted to Human Resources by the unit member requesting a substitute.
- 23.6 The teacher of record will provide the substitute teacher with access to their daily lesson plans *or substitute lesson plans*.
- 23.7 Teachers may mutually agree to cover the class without pay and loss of leave with approval of administration.

Article XXIV - Unit Member Assignments

- 24.1 No unit member shall be subject to assignments other than those specified in his/her area of certification.
- 24.2 Unit members shall express in writing to their immediate supervisor preferences for extra-curricular assignments. Such requests shall be submitted at least three (3) months prior to the school term for which the request is made. Unit members' preferences shall be considered when assignments are made.

Article XXV - Head Start/State Preschool and Day Care

- 25.1 Head Start/State Preschool and Day Care teachers shall enjoy all the provisions of this Contract except where specifically identified or as modified below.
- 25.1.1 Head Start/State Preschool and Day Care teachers shall be compensated at their per diem for any time spent outside their work day for attending required in-service, night meetings (1 per month) or meetings with parents.
- 25.1.2 Head Start/State Preschool and Day Care teachers shall be reimbursed

at the Districts IRS maximum mileage reimbursement rate for travel required for parent visitation or conference attendance.

- 25.1.3 Head Start/State Preschool and Day Care teachers shall be reimbursed for pre-approved out of pocket expenses for purchasing materials.
- 25.1.4 Head Start/State Preschool and Day Care teachers are not responsible for the supervision of students that arrive prior to their defined work day.
- 25.1.5 The defined work day for Head Start/State Preschool and Day Care teachers shall be eight (8) hours.
- 25.1.6 Head Start/State Preschool and Day Care teachers shall not evaluate aides.
- 25.1.7 Head Start/State Preschool teachers shall be notified of their assignments prior to August 15 of each school year. Day Care teachers shall be notified of their assignment twenty (20) days prior to each school year.
- 25.1.8 Whenever a Head Start/State Preschool or Day Care teacher is required to stay beyond their work day with students who have not been picked up, they shall receive compensatory time on an hour for hour basis.
- 25.1.9 Each full-time Day Care teacher shall be provided aide(s) time as provided for by State requirements for the program.
- 25.1.10 Head Start/State Preschool and Day Care teachers will be paid over 10 pay periods (tenthly)
- 25.2 Definitions
 - 25.2.1 A full-time assignment shall be twenty-four (24) or more hours per week.
 - 25.2.2 A regular assignment shall be twenty (20) or more hours per week.
 - 25.2.3 A part-time assignment shall be less than twenty (20) hours per week.

Article XXVI - Adult Education

- 26.1 Adult Education teachers shall enjoy all the provisions of this contract except where specifically identified or as modified below.
- 26.2 Definitions
 - (a) Full-time assignment – thirty-five (35) hours per week or more
 - (b) Part-time assignment – less than thirty-five (35) hours per week
 - (c) Temporary assignment – a position created for a one-time program of no more than four (4) months in duration

- (d) Work week – an instructional week during the adult education school year
- 26.3 The adult education school year shall be the same as for the K-12 program. Calendar for specially funded programs shall be governed by funding requirements.
- 26.4 Adult education full-time teachers shall attain permanent status in the same manner as a K-12 teacher.
- 26.5 Adult education teachers shall be given notice of tentative class assignments for the ensuing school year prior to July 1.
- 26.6 Substitutes in the adult education program will be paid on hourly rate per each hour or portion as scheduled for the class.
- 26.7 A qualified adult education teacher shall be given priority to substitute in the K-12 program if it does not interfere with his/her adult education assignment.
- 26.8 Full-time adult education instructors shall be accorded the same preparation time as the high school teacher.
- 26.9 Salary Schedule and Application
- 26.9.1 The Adult Education salary schedule shall be a separate schedule as enumerated in Appendix C.
- 26.9.2 New part-time employees shall be placed on Step one of the Adult Education schedule until they accumulate 630 hours to move to the next step and all future steps.
- 26.9.3 A maximum of two (2) years out-of District credit will be given for placement of a new full-time employee on the Adult Education Salary Schedule.
- 26.9.4 The substitute rate of pay shall be \$18.25 per hour. The substitute pay rate for current Bargaining Unit Members will be based on column A. Current Adult Education teachers will get paid their Adult Ed hourly rate. All other Bargaining Unit Members will get paid at Row 1 Column A.
- 26.9.5 Extra-service pay shall be compensated at Step one of the Adult Education salary schedule.
- 26.9.6 Step movement shall be made in September of each school year.

Article XXVII – Miscellaneous

27.1 Supplies and Facilities

The District agrees to place at the disposal of unit members, sufficient duplicating materials and equipment to prepare instructional materials and lesson plans.

27.2 Check-Out Procedure

It will be the responsibility of each individual teacher to arrange to schedule his/her check-out process. The principal or his designee will be responsible for scheduling of the check-out. Arrangements shall be made by the site administrative staff to be at the work site to insure that all unit members shall be able to check-out on the last school day.

27.3 Projects and Programs

- (a) Because of the unique student population of the District, there are many special Federal and State funded programs, the successful implementation of which requires the cooperation of unit members and the District administrative staff.
- (b) The District agrees to provide opportunity for teacher input prior to adopting educational programs.
- (c) Approved programs must be prepared for implementation before the first instructional day of each school year.
- (d) No program coordinator shall establish or pursue any procedures which will increase the unit members work load without providing reasonable assistance to handle this increased workload.

27.4 Disciplinary Procedures

A written description of the rights and duties of all administrators and unit members, with respect to student discipline, and the rights and responsibility of the students, shall be presented to each teacher in writing on the first day of the school year. Corporal punishment is prohibited in the District. Discipline policies shall be followed by administrators and unit members.

27.5 Liability Insurance

The District shall provide each unit member with liability insurance coverage while acting within course and scope of his/her employment. This includes in and out of class-related activities including, but not limited to, school sponsored field trips.

27.6 Parent/Teacher Conferences

All unit members at the elementary school level will be available at site for a maximum of five meetings during the school year.

27.6.1 The meetings will consist of one for Back to School Night and four for Parent Conferences.

27.6.1.1 Two parent conferences will be afternoon meetings and two parent conferences will be evening meetings.

27.6.1.2 The meeting dates and times will be determined by mutual agreement of the District and Association.

- 27.6.1.3 Afternoon meetings will last no later than 4:00 p.m.
- 27.6.2 All high school and middle school unit members will be available at site for a maximum of four (4) meetings during the school year. Two are for parent conferences, one for Open House; and one meeting is to be determined by mutual agreement of site administrator and staff.
- 27.6.3 None of these meetings will require a unit member to be on duty for more than ten (10) hours in a day.
- 27.6.4 The District will take sufficient measures to provide appropriate security for meetings in the evening.
- 27.7 Conditions of Employment
 - 27.7.1 The District shall provide, at each school site, a dedicated work place for the use of traveling unit members during the time they are scheduled to work at that site.
 - 27.7.2 In schools which enroll a significant number of non-English-speaking students, the libraries shall contain materials in the primary language of these students.
 - 27.7.3 Servicing and maintenance of equipment and instruments shall be provided on a timely schedule by the District.
 - 27.7.4 Preventive maintenance and routine cleaning to buildings and rooms will be provided on a scheduled basis.
 - 27.7.5 Obsolete materials, machines, equipment, instruments, etc. will be replaced by the District.
 - 27.7.6 Unit members at each school site will be notified in writing of their District budget allocation no later than September 30 of each current year. Monthly printouts of expenditures will be available at each school site.
 - 27.7.7 Site staff members will have input into proposed expenditures of budgeted funds at each location.
 - 27.7.8 Fine Arts teachers will be allocated monies for instrumental, choral, drama classes and fine art classes.
 - 27.7.9 At least two (2) computers and copying equipment shall be provided and will be maintained in each school.
 - 27.7.10 No electronic or mechanical surveillance shall take place within the classroom without the unit member's direct consent.

27.8 Major or Intrusive Medical Procedures

With respect to special needs students, unit members shall not be required to administer major or intrusive medical procedures unless they first have received appropriate training. Unit members shall not be required to receive such training except where mandated by law.

27.9 Full Inclusion

The District agrees not to implement full-inclusion until bargaining the impact upon bargaining unit members.

27.10 The District shall provide equivalent loaner equipment for district purchased (not site purchased) Mac Books and iPads for the duration of the time necessary to repair after 10 working days and pending availability, funding and cause of delay.

27.11 Servicing and maintenance of district purchased (not site purchased) Mac Books and iPads shall be completed in no longer than 10 working days from the date on the work order pending funding, availability of IT Technician, type of work order, and outcome of diagnostic evaluation. Site purchased equipment such as projectors or smart boards that need repair or replacement are not subject to this clause.

Article XXVIII District Rights

28.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law.

28.1.1 Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of national, state, or county declared emergencies and natural disasters for the duration of such emergencies.

In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

28.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

28.3 The District retains its right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergencies such as national, state, or county declared emergencies and natural disasters for the duration of such emergencies.

Article XXIX Term

29.1 The effective dates of this Agreement shall be from July 1, 2018 until June 30, 2021, and shall continue in effect until a successor Agreement is reached. For 2019-2020, 2020-2021 each party may reopen Article 18 and up to two additional articles.

29.2 Agreed to this day, September 12, 2018.

Signing For CVUSD


Dr. Maria Gandra

4:33pm


Mr. Erik Lee

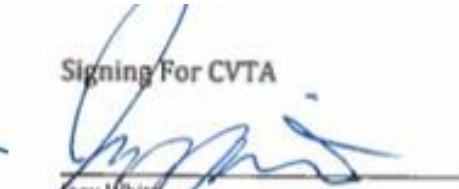

Valerie Perez


Lorena Servin


Richard Pimentel


Mayela Salcedo

Signing For CVTA


Joey White


Sarah Chavez


Margie Avila


Jonathan Brown


Ana Conover


Erica Chase-Wesslen

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

Certificated Salary Schedule

July 1, 2017

Position Type: TK12 Regular Teacher, TOSA, Project Facilitator

Annual Salary Schedule 184 Days/10 months/7 hours 20 mins **Schedule ID: 004**

	A	B	C	D	E	F
	BA	BA+15	BA+30	BA+45 OR MA	BA+60 incl. MA OR BA + 60 + *15	BA+75 incl. MA OR BA + 75 + *15
1	53,870	56,296	58,965	62,758	65,285	69,173
2	56,207	57,682	61,314	65,120	67,684	71,564
3	58,562	60,033	63,657	67,468	70,064	73,960
4	60,918	62,380	66,008	69,828	72,467	76,362
5	63,345	64,742	68,371	72,171	74,869	78,752
6	65,866	67,084	70,711	74,537	77,268	81,157
7	67,834	69,446	73,071	76,879	79,655	83,548
8	67,834	71,524	75,414	79,234	82,054	85,953
9	67,834	71,524	77,783	81,588	84,458	88,340
10	67,834	71,524	80,111	83,945	86,849	90,745
11	67,834	71,524	82,508	86,288	89,253	93,132
12	67,834	71,524	85,793	88,644	91,952	95,684
13	67,834	71,524	85,793	91,291	94,701	98,309
14	67,834	71,524	85,793	94,930	98,515	101,247
15	67,834	71,524	85,793	94,930	98,515	105,195
16	67,834	71,524	85,793	94,930	98,515	107,292
17	67,834	71,524	85,793	94,930	98,515	109,432
18	67,834	71,524	85,793	94,930	98,515	111,614

- a) Semester units are counted after date of BA
- b) Teachers new to the District are allowed a maximum of 10 years of previous service credit
- c) \$1000 bonus for Master's Degree
- d) An additional \$1500 stipend for Doctoral Degree
- e) An earned doctorate at an accredited college or university will be accepted in lieu of a Master's Degree for salary schedule placement.

*Per approved additional units based on Salary Schedule Placement and Advancement MOU dated 2/2/18.

Note: Effective 2019-2020, annual salary will be divided over 11 paychecks

Coachella Valley Unified School District
 Certificated Salary Schedule July 01, 2017
Position Type: Children and Family Services
 Annual Sal Schedule (182 days/10M/8 hours) **Schedule ID: 033**

Row	A Below 75 Units	B 75 Units	C 90 Units	D 106 Units	E Bachelors
1	39,114.46	41,638.37	44,163.62	46,678.47	49,207.32
2	40,196.68	43,223.02	46,258.12	49,282.51	52,319.57
3	41,106.89	44,442.75	47,767.80	51,096.14	54,428.39
4	42,110.42	45,775.16	49,436.40	53,097.53	56,757.12
5	43,328.39	47,320.57	51,321.50	55,320.89	59,316.57
6	44,941.58	49,270.15	53,607.48	57,939.46	62,269.58
7	46,544.26	51,248.27	55,947.03	60,650.93	65,354.74
8	48,853.31	53,793.40	58,724.63	63,664.51	68,599.24
9	48,853.31	53,793.40	63,491.26	66,200.88	71,330.59
10	48,853.31	53,793.40	63,491.26	68,837.17	74,170.82
11	48,853.31	53,793.40	63,491.26	68,837.17	77,125.58

a. Experience credit – up to (4) years credit within fifteen (15) years prior to employment for teaching in public schools, head start, pre-schools or schools of equivalent status.

b. Education credit – Semester hours work from an accredited college or university.

c. Extra Services pay shall be compensated at the rate of A-1

* Includes Early Childhood Specialist Credential

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT Certificated Salary Schedule

July 1, 2017 – Hourly

Schedule ID: 009

Position Type: Adult Education

Row	A	SUBS
1	40.438	18.250
2	42.195	0.000
3	43.961	0.000
4	45.730	0.000
5	47.549	0.000
6	49.433	0.000
7	50.919	0.000

- a) New part-time employees shall be placed on Step One of the Adult Education Salary Schedule until they accumulate six-hundred thirty (630) hours to move to the next step and all future steps.
- b) A maximum of two (2) years out of District credit will be given for placement of a new full-time employee on the Adult Education Salary Schedule.
- c) Extra Services pay shall be compensated at Step One of the Adult Education Salary Schedule.
Step movement shall be made in September of each school year.

Coachella Valley Unified School District

Certificated Salary Schedule

July 01, 2017

Position Type: CounselorAnnual Salary Schedule (202 days /11 month pay/7 hours 20 min.) **Schedule ID: 019**

Row	A BA	B BA + 15	C BA + 30	D BA + 45 Or MA	E BA + 60 incl. MA Or BA + 60 + *15	F BA + 75 incl. MA Or BA + 75 + *15
1	62,749	65,576	68,685	73,134	76,046	80,576
2	65,472	67,190	71,421	75,854	78,841	83,361
3	68,215	69,928	74,149	78,589	81,614	86,151
4	70,959	72,662	76,888	81,339	84,412	88,950
5	73,787	75,413	79,640	84,067	87,210	91,733
6	76,724	78,142	82,367	86,823	90,004	94,535
7	79,015	80,893	85,115	89,551	92,785	97,320
8	79,015	83,314	87,845	92,295	95,579	100,121
9	79,015	83,314	90,604	95,037	98,379	102,901
10	79,015	83,314	93,316	97,782	101,164	105,703
11	79,015	83,314	96,109	100,512	103,965	108,483
12	79,015	83,314	99,934	103,255	107,109	111,456
13	79,015	83,314	99,934	106,339	110,312	114,514
14	79,015	83,314	99,934	110,578	114,753	117,936
15	79,015	83,314	99,934	110,578	114,753	122,535
16	79,015	83,314	99,934	110,578	114,753	124,978
17	79,015	83,314	99,934	110,578	114,753	127,470
18	79,015	83,314	99,934	110,578	114,753	130,012

- Semester units are counted after date of BA
- Teachers new to the District are allowed a maximum of 10 years of previous service credit
- \$1000 bonus for Master's Degree
- An additional \$1500 stipend for Doctoral Degree
- An earned doctorate at an accredited college or university will be accepted in lieu of a Master's Degree for salary schedule placement.

*Per approved additional units based on Salary Placement and Advancement MOU dated 2/2/18.

Coachella Valley Unified School District

Certificated Salary Schedule

July 01 2017

Position Type: Nurse and Speech TherapistAnnual Salary Schedule (10 months/187 days/7 hours 20 min.) **Schedule ID: 018**

Row	A BA	B BA +15	C BA + 30	D BA + 45 Or MA	E BA + 60 incl. MA Or BA + 60 + *15	F BA + 75 incl. MA Or BA + 75 + *15
1	58,033	60,647	63,522	67,637	70,330	74,519
2	60,551	62,140	66,053	70,152	72,915	77,095
3	63,088	64,672	68,576	72,682	75,479	79,675
4	65,625	67,201	71,109	75,225	78,068	82,264
5	68,241	69,745	73,654	77,749	80,655	84,839
6	70,957	72,269	76,176	80,298	83,239	87,429
7	73,076	74,813	78,718	82,820	85,811	90,005
8	73,076	77,052	81,242	85,357	88,395	92,596
9	73,076	77,052	83,794	87,894	90,985	95,167
10	73,076	77,052	86,302	90,432	93,561	97,758
11	73,076	77,052	88,885	92,957	96,150	100,329
12	73,076	77,052	92,423	95,494	99,058	103,079
13	73,076	77,052	92,423	98,346	102,020	105,907
14	73,076	77,052	92,423	102,266	106,128	109,072
15	73,076	77,052	92,423	102,266	106,128	113,325
16	73,076	77,052	92,423	102,266	106,128	115,584
17	73,076	77,052	92,423	102,266	106,128	117,889
18	73,076	77,052	92,423	102,266	106,128	120,240

A. Semester units are counted after date of BA

B. Teachers new to the District are allowed a maximum of 10 years of previous service credit

C. \$1000 bonus for Master's Degree

D. An additional \$1500 stipend for Doctoral Degree

E. An earned doctorate at an accredited college or university will be accepted in lieu of a Master's Degree for salary schedule placement.

* Per approved additional units based on Salary Placement and Advancement MOU dated 2/2/18.

Note: Effective 2019-2020, annual salary will be divided over 11 paychecks

Coachella Valley Unified School District

Certificated Salary Schedule

July 01 2017

Position Type: Athletics/ActivitiesAnnual Salary Schedule 212 Days, 8 hours – 11 months **Schedule ID: 017**

Row	A	B	C	D	E	F
	BA	BA+15	BA+30	BA+45 or MA	BA+60 incl. MA or BA+60+*15	BA+75 incl. MA or BA+75+*15
1	56,644	59,196	62,002	66,019	68,647	72,736
2	59,102	60,653	64,472	68,474	71,171	75,250
3	61,579	63,125	66,935	70,943	73,673	77,769
4	64,055	65,593	69,408	73,425	76,200	80,296
5	66,608	68,076	71,892	75,888	78,725	82,809
6	69,259	70,539	74,353	78,376	81,247	85,338
7	71,328	73,023	76,834	80,838	83,758	87,852
8	71,328	75,209	79,299	83,315	86,280	90,381
9	71,328	75,209	81,789	85,791	88,808	92,890
10	71,328	75,209	84,237	88,269	91,322	95,419
11	71,328	75,209	86,758	90,733	93,850	97,929
12	71,328	75,209	90,212	93,210	96,688	100,613
13	71,328	75,209	90,212	95,993	99,579	103,373
14	71,328	75,209	90,212	99,820	103,589	106,462
15	71,328	75,209	90,212	99,820	103,589	110,614
16	71,328	75,209	90,212	99,820	103,589	112,818
17	71,328	75,209	90,212	99,820	103,589	115,069
18	71,328	75,209	90,212	99,820	103,589	117,363

- a) Semester units are counted after date of BA
- b) Teachers new to the District are allowed a maximum of 10 years of previous service credit
- c) \$1000 bonus for Master's Degree
- d) An additional \$1500 stipend for Doctoral Degree
- e) An earned doctorate at an accredited college or university will be accepted in lieu of a Master's Degree for salary schedule placement.

*Per approved additional units based on Salary Placement and Advancement MOU dated 2/2/18.

Note: Effective 2019-2020, annual salary will be divided over 11 paychecks

Note: D7 of Salary Schedule 004 (July 1, 2017) = \$76,879 12% of D7 =
\$9,225.48 Annual Stipend

Coachella Valley Unified School District

Certificated Salary Schedule

July 01, 2017

Position Type: Behavior SpecialistAnnual Sal Schedule (207 days/11 months/7 hours 20 min.) **Schedule ID: 023**

Row	A BA	B BA +15	C BA +30	D BA +45 Or MA	E BA +60 incl. MA Or BA + 60 + *15	F BA + 75 incl. MA Or BA + 75 + *15
1	64,318	67,215	70,402	74,962	77,947	82,590
2	67,108	68,870	73,206	77,750	80,812	85,445
3	69,921	71,677	76,003	80,553	83,654	88,305
4	72,733	74,479	78,810	83,372	86,523	91,173
5	75,631	77,299	81,632	86,169	89,390	94,027
6	78,642	80,095	84,426	88,994	92,254	96,898
7	80,892	82,814	87,137	91,678	94,989	99,631
8	80,991	85,397	90,041	94,602	97,969	102,624
9	80,991	85,397	92,869	97,413	100,839	105,474
10	80,991	85,397	95,649	100,226	103,693	108,345
11	80,991	85,397	98,512	103,025	106,564	111,195
12	80,991	85,397	102,433	105,837	109,786	114,243
13	80,991	85,397	102,433	108,998	113,069	117,377
14	80,991	85,397	102,433	113,342	117,622	120,885
15	80,991	85,397	102,433	113,342	117,622	125,599
16	80,991	85,397	102,433	113,342	117,622	128,102
17	80,991	85,397	102,433	113,342	117,622	130,657
18	80,991	85,397	102,433	113,342	117,622	133,262

- a) Semester units are counted after date of BA
- b) Teachers new to the District are allowed a maximum of 10 years of previous service credit
- c) \$1000 bonus for Master's Degree
- d) An additional \$1500 stipend for Doctoral Degree
- e) An earned doctorate at an accredited college or university will be accepted in lieu of a Master's Degree for salary schedule placement.

Note: The Behavior Specialist stipend is included in the annual salary indicated above

*Per approved additional units based on Salary Placement and Advancement MOU dated 2/2/18.

Coachella Valley Unified School District

Certificated Salary Schedule

July 1 2018

Position Type: Deaf and Hard of Hearing and Orthopedically Impaired Teacher

Annual Salary Schedule 194 Days/10 months/7 hours 20 min Schedule ID: 020

Row	A BA	B BA +15	C BA +30	D BA +45 Or MA	E BA +60 incl. MA Or BA +60 +*15	F BA +75 incl. MA Or BA +75 +*15
1	56,797	59,356	62,170	66,197	68,833	72,933
2	59,261	60,817	64,646	68,659	71,363	75,454
3	61,745	63,296	67,116	71,134	73,872	77,979
4	64,228	65,770	69,595	73,623	76,406	80,513
5	66,788	68,260	72,086	76,093	78,938	83,032
6	69,446	70,730	74,554	78,588	81,467	85,568
7	71,521	73,220	77,042	81,057	83,984	88,089
8	71,521	75,412	79,513	83,540	86,513	90,625
9	71,521	75,412	82,010	86,022	89,048	93,141
10	71,521	75,412	84,465	88,507	91,569	95,677
11	71,521	75,412	86,993	90,978	94,103	98,193
12	71,521	75,412	90,455	93,461	96,949	100,884
13	71,521	75,412	90,455	96,253	99,848	103,652
14	71,521	75,412	90,455	100,089	103,869	106,750
15	71,521	75,412	90,455	100,089	103,869	110,912
16	71,521	75,412	90,455	100,089	103,869	113,123
17	71,521	75,412	90,455	100,089	103,869	115,379
18	71,521	75,412	90,455	100,089	103,869	117,680

Formula: Sal Sch 004 divided by 184 = daily rate. Daily x 194...divided by 10 months. Plus an annual Stipend of 6% based on 004

- a) Semester units are counted after date of BA
- b) Teachers new to the District are allowed a maximum of 10 years of previous service credit
- c) \$1000 bonus for Master's Degree
- d) An additional \$1500 stipend for Doctoral Degree
- e) An earned doctorate at an accredited college or university will be accepted in lieu of a Master's Degree for salary schedule placement.

*Per approved additional units based on Salary Schedule Placement and Advancement MOU dated 2/2/18.

Note: Effective 2019-2020, annual salary will be divided over 11 paychecks

Appendix I

SCHEDULE FOR EXTRA SERVICE PAY

Class I

Head Varsity Football

Class II

Head Varsity Wrestling
Head Varsity Basketball-B
Head Varsity Basketball- G
Head Varsity Baseball
Head Varsity Softball
Head Varsity Soccer – B
Head Varsity Soccer – G
Head Varsity Volleyball – B
Head Varsity Volleyball – G
Head Swimming
Head Track
Band Instructor
Athletic Trainer
Pep Advisor
Swimming

Class III

Drill Team
Yearbook
Competitive Speech

Head Cross Country
Head Gymnastics
FFA Advisor
Head Varsity Tennis - B
Head Varsity Tennis - G

Class IV

Head Frosh Football
Head J.V. Wrestling
Head J.V. Football
Head J.V. Basketball – B
Head J.V. Basketball – G
Head J.S. Baseball
Head J.V. Softball
Head J.V. Volleyball
Head J.V. Soccer – B
Head J.V. Soccer – G
Head Golf
Asst. Band Instructor
Asst. Varsity Football

Class V

Head Frosh Basketball - B
Head Frosh Basketball - G

Varsity Asst. Basketball - B
Varsity Asst. Basketball - G
Varsity Asst. Baseball
Varsity Asst. Softball
Asst. Track

Class VI

Head Frosh Wrestling
Head Frosh Softball - G
Head Frosh Baseball
Asst. J.V. Football
Drama
Head Class Advisor
Newspaper

Class VII

Asst. Gymnastics
Frosh Football
Asst. Cross Country
Choral Instructor
Asst. Pep Advisor
Asst. Class Advisor

The base for calculating the extra pay stipend will be 15% of Step 1 Column A, as of June 30 of the year preceding the year of services to be provided:

Class I = 100% of Base Amount

Class II = 80% of Base Amount

Class III = 75% of Base Amount

Class IV = 70% of Base Amount

Class V = 65% of Base Amount

Class VI = 60% of Base Amount

Class VII = 55% of Base Amount

The Activities Director shall be compensated by a stipend of 12% of D-7 during a work year of 11 months (212 days). He/she may teach two (2) periods at the discretion of the site administrator.

The Athletics Director shall be compensated by a stipend of 12% of D-7 during a work year of 11 \ months (212 days). He/she may teach two (2) periods at the discretion of the site administrator.

Clubs and Advisors must be approved annually by the Principal prior to ASB approval. The Advisors shall receive a \$500 yearly stipend. Club advisors who receive a stipend for an activity which includes a Club shall not receive the additional stipend. The number of Clubs shall not exceed twenty-one (21). Clubs listed may be changed annually by mutual agreement of the Principal and CVTA President or Designee.

LIST OF APPROVED CLUBS

AP HUMANITIES
"B" VARSITY CLUB
CLUB CALCULUS
ESL CLUB
FBLA
GAVEL CLUB
"G" VARSITY CLUB

MATH CLUB
MECHA
MENTE CLUB
MUXERISTAS
OUTDOORSMAN
PACE
PHARMACY CLUB

PHYSICS CLUB
RED CROSS CLUB
RENAISSANCE
SAVE THE WORLD
SPANISH
STATISTICS CLUB
VALLEY PROMISE

Appendix J

EXTRA SERVICES PAY

ASSIGNMENT	RATE/STIPEND
<u>ASB - Student Council Coordinator or Student Advisor</u>	
• K-6 th grade	\$500
• K-8 th grade	\$750
• Jr. High	\$1,000
<u>Clubs -</u>	\$500
<u>Coordinators-</u> refer to Article 16.7.3 and 16.7.4 of contract for amount. (e.g. English, Math, Physical Education, Science, Special Education, Social Studies)	
<u>Curriculum Development-</u> Extra Services hourly rate (e.g. assemble instruction guides, professional math content writing District standards)	Extra Services Hourly Rate
<u>Event Coordinators -</u>	Hourly Rate
<u>Family Night Workshops -</u>	\$75 or Extra Services Hourly Rate
<u>GATE Coordinator, Assistant, Teacher</u>	\$500
<u>Intervention Programs-</u>	
• Earthquake Preparedness	Extra Services Hourly Rate
• FLIP & Insight	Extra Services Hourly Rate
• Natural Helpers	\$500 min
• PRICE Parenting	Extra Services Hourly Rate
• Safe Schools/Gang Education	Extra Services Hourly Rate
• SDFSC/TUPE (site level facilitators)	\$1,000
• Special School Climate Enhance (Bright Futures, etc.)	Extra Services Hourly Rate
• Tutorial Programs	Extra Services Hourly Rate
<u>K – 6th Elementary Grade Level Leaders/Grade Level Facilitators</u>	
• 9 or greater teachers	\$850 per year
• 6-8 teachers	\$750 per year
• 4-5 teachers	\$600 per year
• 0-3 teachers	\$500 per year
<u>Mentors-</u> (e.g.) Sparks (up to 2 mentors per site)	\$500
<u>Non-School Day Events</u> (Fair Day, Field Day) Participant	\$125 full day \$75 half day Extra Services Hourly Rate (for less than half day)
<u>Staff Development</u>	
• Trainer (without stipend)	Extra Services Hourly Rate
• Trainer (with stipend)	Per Stipend
• Participants	Extra Services Hourly Rate or Negotiated Stipend
<u>Technical Services-</u> (e.g. Install & equip IBM/Computer labs, networking computers systems, set- install programs, wiring connection or internet)	Extra Services Hourly Rate
<u>Yearbook</u>	
• K-6 th grade	\$500
• K-8 th	\$750
• Jr. High	\$1,000

* District will not profit from training compensation

*Joseph White Jr
McA. A. Alcala*

**Coachella Valley Unified School District
Teacher
Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 1 Engaging & supporting all students in Learning		
Standard 2 Creating & maintaining effective environments for student learning		

Copies: Human Resources, Supervisor, Employee
FORM D 79 – (Rev. 04/2016)

Page 1 of 3

McA. Sh
9/12/10

**Coachella Valley Unified School District
 Teacher
 Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 3 Understanding and organizing subject matter for student learning		
Standard 4 Planning instruction and designing learning experiences for all students		

Copies: Human Resources, Supervisor, Employee
 FORM D 79 – (Rev. 04/2016)

McA. A. J.
9/12/12

**Coachella Valley Unified School District
 Teacher
 Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 5 Assessing students for learning		
Standard 6 Developing as a professional educator		
Employee Signature:	Supervisor's Signature:	Date:

Copies: Human Resources, Supervisor, Employee
 FORM D 79 – (Rev. 04/2016)

Mc A. A. L. 9/12/12

Coachella Valley Unified School District
Teacher
1st Classroom
Observation Report

School Site: _____

Teacher Name:		Evaluator:	
Grade/Subject:		Start time:	End time:
Status:	<input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Probationary 2	<input type="checkbox"/> Intern <input type="checkbox"/> Tenured	<input type="checkbox"/> Probationary 1 <input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:			
Narrative Record:			
Things to Observe:			
1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations			
Evaluator comments/suggestions:			
		Evaluator Signature	Date
Evaluatce's comments:			
		Evaluatce's Signature	Date
Human Resources Signature		Date:	

1806.00 Form D 112 - (Rev. 4/2016)

Copies to: Human Resources, Employee, and Supervisor

Mr. A. A. J. 9/12/17

**COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
TEACHER
ASSISTANCE PLAN**

EMPLOYEE: _____ GRADE/ASSIGNMENT: _____

EVALUATOR: _____ SITE: _____

DATE OF ASSISTANCE PLAN CONFERENCE: _____

TIME PERIOD FOR ASSISTANCE PLAN: _____

DATE FOR EVALUATION OF PROGRESS ON ASSISTANCE PLAN: _____

The areas that need assistance have been identified by the evaluator. This assistance plan is written to remediate those areas. The employee has the right to attach comments to the assistance plan.

Area in which assistance is needed	Activities to be implemented to remedy identified abilities/skills	Timeline for implementation	Evaluation of progress

Assistance Plan Established: _____
Supervisor Signature Date Employee Signature Date

EMPLOYEE COMMENTS: _____

IMPROVEMENT PLAN EVALUATION RATING: ☐ Satisfactory ☐ Needs to improve ☐ Unsatisfactory

Assistance Plan Completed: _____
Evaluator's Signature Date Employee Signature Date

Director of Human Resources: _____ Date _____

A signature on this form does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee read the form and been given an opportunity for discussion and written responses.

Copies to: Human Resources, Employee, Supervisor
(Rev. 4/2016)

for M. S. A. J.
5/12/12

Coachella Valley Unified School District Final Teacher Summative Evaluation Form

NAME: _____

SCHOOL: _____

EVALUATOR: _____

Position Status
<input type="checkbox"/> Probation 1
<input type="checkbox"/> Probation 2
<input type="checkbox"/> Tenured
<input type="checkbox"/> Other _____

Position: _____

Date: _____

A teacher who receives a "**DOES NOT MEET STANDARD**" rating in six out of ten components of Standard 1 and Standard 3 shall be required to participate in the PAR Program.

California Standards for the Teaching Profession	Does Not Meet Standard	Partially Meets Standard	Meets Standard	Exemplifies or Exceeds Standard	Recommendation for Improvement
Standard 1 – Engaging & Supporting all Students in Learning					
1. Connecting prior knowledge, life experience, interests					
2. Using a variety of instructional strategies and resources					
3. Facilitating learning experiences-autonomy, interaction & choice					
4. Engaging students in problem solving, critical thinking & skills					
5. Promoting self-directed, reflective learning for all students					
Standard 3 – Understanding & Organizing Subject Matter Knowledge					
1. Demonstrating knowledge of subject matter					
2. Organizing curriculum to support student understanding					
3. Integrating ideas and information					
4. Developing student understanding-instructional strategies					
5. Using materials, resources and technologies					
<p>Narrative Record/Observation Summary: _____</p> <p>_____</p> <p>Special Commendations: _____</p> <p>_____</p>					

D-80 (REV. 04/16)

Mc S. S. L
5/12/10

Final Teacher Summative Evaluation Form

California Standards for the Teaching Profession	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation for Improvement
Standard 2 –Creating and Maintaining an Effective Environment for All					
6. Organizing the physical environment					
7. Planning and implementing procedures and routines					
8. Establish a climate of fairness and respect					
9. Promoting social development and responsibility					
10. Using the instructional time wisely					
Standard 4 – Planning Instruction & Designing Learning Experience for All Students					
1. Drawing on students' backgrounds, interests, and development learning					
2. Establishing goals for student learning					
3. Developing and sequencing instructional activities					
4. Designing long and short-term and long-term plans					
5. Modifying the student needs					
Standard 5 – Assessing Student Learning					
1. Establishing learning goals for all students					
2. Using multiple sources of information to assess					
3. Involving and guiding students assessing their own learning					
4. Communicating with students and families about student progress					
5. Evidence of achievement toward meeting grade level standards on district assessment					
Standard 6 – Developing as a Professional Educator					
1. Reflecting on teaching and learning					
2. Engaging families in student learning					
3. Using community resources to support student learning					
4. Pursuing opportunities to contribute and grow professionally					
5. Balancing professional responsibilities					
6. Complies with district established rules, regulations, policies contracts and laws					

Recommendation for PAR (Peer Assistance): ☐

Final Recommendation: ☐ Tenure ☐ Re-employment ☐ Dismissal

Overall Evaluation: ☐ Satisfactory* ☐ Unsatisfactory ☐ Needs Improvement

Signature of Teacher

Date:

Signature of Evaluator

Date:

Human Resources Signature

Date:

*Permanent unit members shall be referred for mandatory participation in the Peer Assistance & Review Program as a result of an unsatisfactory final evaluation. "Unsatisfactory" defined as having received ("Needs Improvement") ratings on the "overall evaluation" section of the Final Summative Evaluation Form

D-80 (REV. 04/16)

Copies: Human Resources, Evaluator and Teacher

**Coachella Valley Unified School District
Counselor
Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 1 Engage, advocate for and support all students in learning through professional development and teacher instructional support		
Standard 2 Plan, implement and evaluate programs to promote academic, career, personal, and social development of all students		

**Coachella Valley Unified School District
Counselor
Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 3 Utilize multiple sources of information to monitor and improve student behavior and achievement		
Standard 4 Collaborate and coordinate with school and community resources		

**Coachella Valley Unified School District
Counselor
Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 5 Promote and maintain a safe learning environment for all students		
Standard 6 Develop as a professional counselor		
Employee Signature:	Supervisor's Signature:	
	Date:	

Coachella Valley Unified School District

Counselor 1st Observation Report

Position/Site or District Division: _____

Evaluatee's Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Evaluator comments/suggestions:	
_____ Evaluator Signature	_____ Date
Evaluatee's comments:	
_____ Evaluatee's Signature	_____ Date
_____ Director Human Resources	
_____ Date	

Coachella Valley Unified School District

Counselor 2nd Observation Report

Position/Site or District Division: _____

Evaluatee's Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Evaluator comments/suggestions:	
_____ Evaluator Signature	_____ Date
Evaluatee's comments:	
_____ Evaluatee's Signature	_____ Date
_____ Director Human Resources	

**Coachella Valley Unified School District
Counselor
Assistance Plan**

EMPLOYEE: _____ **GRADE/ASSIGNMENT:** _____

EVALUATOR: _____ **SITE:** _____

DATE OF ASSISTANCE PLAN CONFERENCE: _____

TIME PERIOD FOR ASSISTANCE PLAN: _____

DATE FOR EVALUATION OF PROGRESS ON ASSISTANCE PLAN: _____

The areas that need assistance have been identified by the evaluator. This assistance plan is written to remediate those areas. The employee has the right to attach comments to the assistance plan.

Area in which assistance is needed	Activities to be implemented to remedy identified abilities/skills	Timeline for implementation	Evaluation of progress

Assistance Plan Established: _____
Supervisor Signature Date Employee Signature Date

EMPLOYEE COMMENTS: _____

IMPROVEMENT PLAN EVALUATION RATING: ☐ Satisfactory ☐ Needs to improve ☐ Unsatisfactory

Assistance Plan Completed: _____
Evaluator's Signature Date Employee Signature Date

Director of Human Resources: _____ **Date** _____

A signature on this form does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee read the form and been given an opportunity for discussion and written responses.

Copies to: Human Resources, Employee, Supervisor
(Rev. 4/2016)

Coachella Valley Unified School District Counselor Final Summative Evaluation Form

Name _____
School _____
Evaluator _____

Position Status

- ☐ Probation 1
☐ Probation 2
☐ Tenured
☐ Other _____

Position _____
Date: _____

California Standards for the Counseling Profession	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation for Improvement
<i>Standard 1 – Engage, Advocate for and Support all Students in Learning</i>					
1.1 Ensure all students are engaged in a system of support designed for learning academic success					
1.2 Advocate for educational opportunity, equity, and access for all students					
1.3 Advocate for the learning and academic success of all students					
1.4 identify student problems in their earliest stages and implement prevention and intervention strategies					
<i>Standard 2 – Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal and Social Development of all Students</i>					
2.1 Demonstrate organizational skills					
2.2 Develop outcome-based programs					
2.3 Assess program outcomes and analyze data					
2.4 Demonstrate leadership in program development					
Narrative Record/Observation Summary:					
Special Commendations:					

Counselor Final Summative Evaluation Form

California Standards for the Counseling Profession	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation for Improvement
Standard 3 – Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement					
3.1 Assess student characteristics and utilize the information to plan for the individual					
3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans					
3.3 Monitor student's personal, academic, and career progress					
Standard 4 – Collaborate and Coordinate with School and Community Resources					
4.1 Build and maintain student support teams for student achievement					
4.2 Provide consultation and education for teachers and parents					
4.3 Develop working relationships with the school that includes school staff members, parents, and community members					
4.4 Coordinate support from community agencies					
Standard 5 – Promote and Maintain a Safe Learning Environment for all Students					
5.1 Promote a positive, safe, and supportive learning environment					
5.2 Develop and implement programs that address the personal and social risk factors of students					
5.3 Develop and implement programs that reduce the incidence of school site violence					
5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system					
Standard 6 – Develop as a Professional Counselor					
6.1 Establish professional goals and pursue opportunities to improve					
6.2 Model effective practices and continuous progress in school counseling					
6.3 Adhere to professional codes of ethics, legal mandates, and district policies					
6.4 Balancing professional responsibilities					
6.5 Complies with district established rules, regulations, policies contracts and laws					

Final Recommendation: ☐ Tenure ☐ Re-employment ☐ Dismissal
Overall Evaluation: ☐ Satisfactory* ☐ Unsatisfactory ☐ Needs Improvement

Signature of Counselor : _____ **Date:** _____

Signature of Evaluator: _____ **Date:** _____

Human Resources Dept.: _____ **Date:** _____

"Unsatisfactory" is here defined as having received ("Needs Improvement") ratings on the "Overall Evaluation" section of the Final Summative Evaluation Form.

Copies: Human Resources, Evaluator, Employee

D-80 (REV. 04/16)

**Coachella Valley Unified School District
School Nurse
Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
STANDARD 1 – QUALITY OF CARE The School Nurse systematically evaluates the quality and effectiveness of school nursing Practice		
STANDARD 2 – PERFORMANCE APPRAISAL & EDUCATION The School Nurse self- evaluates their practice in relation to professional standards and relevant statutes, regulations, and policies, maintaining current knowledge in the field		
STANDARD 3 – COLLEGIALITY AND ETHICS The School Nurse contributes and interacts with peers in professional development among colleagues and school personnel; with actions demonstrating high standards of professional conduct		

**Coachella Valley Unified School District
School Nurse
Performance Plan**

Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 4 – Collaboration and Research Collaboration with staff, students, and family, community, and others in practice while promoting the use research findings.		
Standard 5 – Resources Utilization and Communication Considers factors related to safety and effective practice while demonstrating effective written, verbal, and non-verbal communication skills		
Standard 6 – Program Management and Health Education Uses effective communication skills in a variety of formats and presentation modes from individual to group presentations		
Employee Signature:	Supervisor Signature Date:	

Coachella Valley Unified School District

School Nurse 1st Observation Report

School Site: _____

Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Things to Observe: 1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations	
Evaluator comments/suggestions:	
_____	_____
Evaluator Signature	Date
Evaluatee's comments:	
_____	_____
Evaluatee's Signature	Date

Human Resources Signature	Date _____

Coachella Valley Unified School District

School Nurse 2nd Observation Report

School Site: _____

Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Things to Observe:	
1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations	
Evaluator comments/suggestions:	
Evaluator Signature _____ Date _____	
Evaluatee's comments:	
Evaluatee's Signature _____ Date _____	
Human Resources Signature _____ Date _____	

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
School Nurse
ASSISTANCE PLAN

EMPLOYEE: _____ **GRADE/ASSIGNMENT:** _____

EVALUATOR: _____ **SITE:** _____

DATE OF ASSISTANCE PLAN CONFERENCE: _____

TIME PERIOD FOR ASSISTANCE PLAN: _____

DATE FOR EVALUATION OF PROGRESS ON ASSISTANCE PLAN: _____

The areas that need assistance have been identified by the evaluator. This assistance plan is written to remediate those areas. The employee has the right to attach comments to the assistance plan.

Area in which assistance is needed	Activities to be implemented to remedy identified abilities/skills	Timeline for implementation	Evaluation of progress

Assistance Plan Established: _____
Supervisor Signature Date Employee Signature Date

EMPLOYEE COMMENTS:

IMPROVEMENT PLAN EVALUATION RATING: ☐ Satisfactory ☐ Needs to improve ☐ Unsatisfactory

Assistance Plan Completed: _____
Evaluator's Signature Date Employee Signature Date

Director of Human Resources: _____ **Date** _____

A signature on this form does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee read the form and been given an opportunity for discussion and written responses.

Copies to: Human Resources, Employee, Supervisor
(Rev. 4/2016)

Coachella Valley Unified School District

School Nurse Final Summative Evaluation Form

Name _____
 School _____
 Evaluator _____

Position Status

- ☐ Probation 1
☐ Probation 2
☐ Tenured
☐ Other _____

Position _____
 Date: _____

Professional Nursing Standards	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation(s) for Improvement
Standard 1 – Quality of Care The School Nurse systematically evaluates the quality and effectiveness of school nursing practice					
1.1 The School Nurse participates in and documents the Quality of Care activities as appropriate to that individual's position and practice environment					
1.5 The School Nurse demonstrates knowledge and flexibility to manage student/staff health problems, with flexibility in practice based on previous interventions and outcomes					
1.3 The School Nurse frequently develops and shares recommendations from outcomes to improve practice and health services procedures and policies					
1.4 Develops policies, procedures, and practices to improve quality of care; implementing activities to enhance quality					
Standard 2 – Performance Appraisal and Education The School Nurse self-evaluates their practice in relation to professional standards and relevant statutes, regulations, and policies; maintaining current knowledge in the field					
2.1 Participates in ongoing self-appraisal, identifying areas to refine practice					
2.2 Seeks and acts on constructive feedback regarding practice to achieve Performance Plan goals					
2.3 Demonstrates knowledge of current professional practice including education, laws, regulations, and district policies related to the School Nurse					
2.4 Acquires and maintains knowledge and skills related to the specialty practice of School Nursing					

Coachella Valley Unified School District

School Nurse Final Summative Evaluation Form

Professional Nursing Standards	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation(s) for Improvement
Standard 3 – Collegiality and Ethics <i>The School Nurse contributes and interacts with peers in professional development among colleagues and school personnel; with actions demonstrating high standards of professional conduct</i>					
3.1 Offers feedback to school personnel and enhances practice and health care of students by interacting with school and community agencies on behalf of student health					
3.2 Seeks resources such as the Code for Nurses (ANA) and Code of Ethics (NASN) among others in making ethical decisions					
3.3 Delivers care and service in a non-discriminatory manner, sensitive to student diversity, acting as a client advocate that promotes autonomy, dignity, and rights					
Standard 4 – Collaboration and Research Collaboration with staff, students, and family, community, and others in practice while promoting the use research findings.					
4.1 Collaborates with pertinent entities in making decisions related to care and delivery of service and communicating their role to stakeholders					
4.2 Assist students to become self-advocates based on age and developmental level					
4.3 Consults for client care with students, making referrals as needed to internal and external programs					
4.4 Uses available research in developing programs and client care plans and interventions					
Standard 5 – Resource Utilization and Communication Considers factors related to safety and effective practice while demonstrating effective written, verbal, and non-verbal communication skills					
5.1 When choosing between two or more practice options, evaluates options using factors of safety, effectiveness, availability, and cost					
5.2 Assists student, family, staff, and community in accessing services through referral and enrollment in Medi-Cal and other programs providing free or low income health services					
5.3 Ensures accurate and timely documentation of Health-related services and district/county/state required reports					
5.4 Uses effective communication skills in a variety of formats and presentation modes from individual to group presentations					

**Coachella Valley Unified School District
School Nurse
Final Summative Evaluation Form**

Professional Nursing Standards	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation(s) for Improvement
Standard 6 – Program Management and Health Education Uses effective communication skills in a variety of formats and presentation modes from individual to group presentations					
6.1 Demonstrates knowledge and manages school health programs, evaluating to ensure compliance with district, local, state, and federal laws					
6.2 Implements health programs and policies in collaboration with related administrative personnel					
6.3 Participates in professional development and supervises health personnel as appropriate 6.3 Participates in professional development and supervises health personnel as appropriate					
6.4 Demonstrates knowledge and use of health-related aspects of the district student information system					
6.5 Serves as a resource and furthers health promotion principles within all aspects of school life such as custodial, food service, etc.					

Final Recommendation: ☐ Tenure ☐ Re-employment ☐ Dismissal

Overall Evaluation: ☐ Satisfactory* ☐ Unsatisfactory
 ☐ Needs Improvement

Signature of Employee : _____ **Date:** _____

Signature of Evaluator: _____ **Date:** _____

Human Resources Dept.: _____ **Date:** _____

"Unsatisfactory" is here defined as having received ("Needs Improvement") ratings on the "Overall Evaluation" section of the Final Summative Evaluation Form.

Copies: Human Resources, Evaluator and Employee **D-80** (Rev. 04/2016)

Coachella Valley Unified School District
Performance Plan
Speech & Language Therapist

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 1 Engaging & supporting all students in learning		
Standard 2 Creating & maintaining effective environments for student learning		

Coachella Valley Unified School District
Performance Plan
Speech & Language Therapist

Employee:

Date:

School or Job Site:

Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 3 Understanding & organizing subject matter for student learning		
Standard 4 Planning instruction & designing learning experiences for all students		

**Coachella Valley Unified School District
Performance Plan
Speech & Language Therapist**

Employee:		Date:
Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 5 Assessing student's learning		
Standard 6 Developing as a professional educator		
Employee Signature:	Supervisor Signature	Date:

Coachella Valley Unified School District

Speech & Language Therapist

1st

Observation Report

Employee Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Things to Observe: 1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations	
Evaluator comments/suggestions:	
_____ Evaluator Signature	_____ Date
Evaluatee's comments:	
_____ Evaluatee's Signature	_____ Date:
_____ Human Resources Signature	_____ Date

1806.00 Form D 112 – (Rev. 4/2016)

Copies to: Human Resources, Employee, and Supervisor

Coachella Valley Unified School District

**Speech & Language Therapist
2nd
Observation Report**

Employee Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Things to Observe: 1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations	
Evaluator comments/suggestions:	
_____	_____
Evaluator Signature	Date
Evaluatee's comments:	
_____	_____
Evaluatee's Signature	Date:
_____	Date _____
Human Resources Signature	

**COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
SPEECH AND LANGUAGE
ASSISTANCE PLAN**

EMPLOYEE: _____ **GRADE/ASSIGNMENT:** _____

EVALUATOR: _____ **SITE:** _____

DATE OF ASSISTANCE PLAN CONFERENCE: _____

TIME PERIOD FOR ASSISTANCE PLAN: _____

DATE FOR EVALUATION OF PROGRESS ON ASSISTANCE PLAN: _____

The areas that need assistance have been identified by the evaluator. This assistance plan is written to remediate those areas. The employee has the right to attach comments to the assistance plan.

Area in which assistance is needed	Activities to be implemented to remedy identified abilities/skills	Timeline for implementation	Evaluation of progress

Assistance Plan Established: _____
Supervisor Signature Date Employee Signature Date

EMPLOYEE COMMENTS: _____

IMPROVEMENT PLAN EVALUATION RATING: ☐ Satisfactory ☐ Needs to improve ☐ Unsatisfactory

Assistance Plan Completed: _____
Evaluator's Signature Date Employee Signature Date

Director of Human Resources: _____ **Date:** _____

A signature on this form does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee read the form and been given an opportunity for discussion and written responses.

**Coachella Valley Unified School District
Speech & Language Therapist
Final Summative Evaluation Form**

NAME: _____

Evaluator: _____

Speech & Language Professional Standards	Does Not Meet Standard	Partially Meets Standard	Meets Standard	Exemplifies or Exceeds Standard	Recommendation for Improvement
<i>Standard 1 – Engaging & Supporting all Students in Learning</i>					
a. Engages students in and monitors individual and group learning activities that help them develop the motivation to achieve their communication goals.					
b. Selects and uses appropriate materials and instrumentation.					
c. Selects and uses appropriate cueing and prompting to reinforce desired behaviors/responses to achieve target outcomes for effective intervention.					
d. Creates multiple learning activities that allow for variation in students' learning styles and performance modes.					
e. Engages students in activities to develop student's critical thinking skills.					
<i>Standard 3 – Understanding & Organizing Subject Matter Knowledge</i>					
a. Demonstrates knowledge of specific subject matter with an understanding of child development and how students learn, and designs effective support plans that consist of well-structured therapy sessions with measurable outcomes					
b. Organizes, allocates, and manages time, materials, and physical space to provide active and equitable engagement of students in therapy tasks.					
c. Demonstrates ability to organize the speech-language program within the school and schedule interventions using a variety of service delivery models.					
Narrative Record / Observation Summary:					
Special Commendations:					

Final Summative Evaluation Form

Speech & Language Therapist

Speech & Language Professional Standards	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation for Improvement
Standard 2 – Creating and Maintaining Effective Environments for Student Learning					
a. Works collaboratively with school personnel (teachers, school psychologists, occupational therapists, and staff) to accomplish the goals and objectives of the students and local agency.					
b. Modifies the learning environment to facilitate appropriate behaviors and learning for students with diverse learning characteristics.					
c. Uses a variety of therapeutic approaches and modern therapeutic technology tools, and shows imagination and creativity when employing speech therapy services.					
d. Adjusts intervention strategies based upon student performance.					
Standard 4 – Planning Instruction & Designing Learning Experience for all Students					
a. Uses and articulates IEP goals and objectives to plan therapy instruction for students with speech and language disorders					
b. Plans and delivers evidenced-based therapy interventions appropriate for individual students' and groups of students.					
c. Draws on and values students' backgrounds, interests, and developmental learning needs.					
Standard 5 – Assessing Student Learning					
a. Demonstrates ability to conduct appropriate comprehensive evaluations for students who may experience a variety of communication disorders.					
b. Understands how to select, construct, and use assessment strategies and instruments for the evaluation of communication disorders.					
c. In partnership with IEP team, determine eligibility and recommend services that are compliant with state and federal regulations for students with IEP.					
d. Communicates with students, teachers, and families, about student progress in communication.					
Standard 6 – Developing as a Professional Educator					
a. Establishing Professional Goals and pursuing opportunities to grow professionally.					
b. Keeps appropriate records and data of all speech therapy sessions and student progress.					
c. Completes, schedules, and holds IEP meetings to ensure compliance with State and Federal guidelines.					

Final Recommendation: ☐ Tenure ☐ Re-employment ☐ Dismissal

Overall Evaluation: ☐ Satisfactory* ☐ Unsatisfactory ☐ Needs Improvement

Employee Signature: _____ Date: _____
 Evaluator Signature: _____ Date: _____
 Human Resources Signature: _____ Date: _____

"Unsatisfactory" defined as having received ("Needs Improvement") ratings on the "overall evaluation" section of the Final Summative Evaluation Form

**Coachella Valley Unified School District
Teacher on Special Assignment
Performance Plan**

Employee:

Date:

School or Job Site:

Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 1 Engage, advocate for and support all students in learning through professional development and teacher instructional Support		
Standard 2 Plan, implement and evaluate programs to promote academic, career, personal, and social development of all students		

**Coachella Valley Unified School District
Teacher on Special Assignment
Performance Plan**

Employee:

Date:

School or Job Site:

Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 3 Utilize multiple sources of information to monitor and improve student behavior achievement		
Standard 4 Collaborate and coordinate with school and community resources		

**Coachella Valley Unified School District
Teacher of Special Assignment
Performance Plan**

Employee:		Date:
School or Job Site:		
Objective	Procedures for Achieving Objective	Procedures for Evaluating Objective
Standard 5 Promote and maintain a safe learning environment for all students		
Standard 6 Develop as a professional teacher on special assignment		
Employee Signature:	Supervisor's Signature:	
		Date:

Coachella Valley Unified School District

Teacher on Special Assignment

1st

Observation Report

School Site: _____

Teacher Name:	Evaluator:
Grade/Subject:	Start time: End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured	<input type="checkbox"/> Scheduled <input type="checkbox"/> Drop-in
Lesson Objective:	
Narrative Record:	
Things to Observe: 1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations	
Evaluator comments/suggestions:	
Evaluator Signature _____	Date _____
Evaluatee's comments:	
Evaluatee's Signature _____	Date _____
Human Resources Signature _____	Date _____

Coachella Valley Unified School District

Teacher on Special Assignment 2nd Observation Report

School Site: _____

Teacher Name:		Evaluator:	
Grade/Subject:		Start time:	End time:
Status: <input type="checkbox"/> Long-Term Substitute <input type="checkbox"/> Intern <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Tenured		<input type="checkbox"/>	Scheduled
Lesson Objective:		<input type="checkbox"/>	Drop-in
Narrative Record:			
Things to Observe: 1. Productive Teaching Techniques 2. Organized, Structured Class Management 3. Positive Interpersonal Student/Teacher Relations			
Evaluator comments/suggestions:			
Evaluator Signature		Date	
Evaluatee's comments:			
Evaluatee's Signature		Date	
Human Resources Signature		Date	

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
Teacher on Special Assignment
Assistance Plan

EMPLOYEE: _____ **GRADE/ASSIGNMENT:** _____

EVALUATOR: _____ **SITE:** _____

DATE OF ASSISTANCE PLAN CONFERENCE: _____

TIME PERIOD FOR ASSISTANCE PLAN: _____

DATE FOR EVALUATION OF PROGRESS ON ASSISTANCE PLAN: _____

The areas that need assistance have been identified by the evaluator. This assistance plan is written to remediate those areas. The employee has the right to attach comments to the assistance plan.

Area in which assistance is needed	Activities to be implemented to remedy identified abilities/skills	Timeline for implementation	Evaluation of progress

Assistance Plan Established: _____
Supervisor Signature _____ Date _____ Employee Signature _____ Date _____

EMPLOYEE COMMENTS:

IMPROVEMENT PLAN EVALUATION RATING: ☐ Satisfactory ☐ Needs to improve ☐ Unsatisfactory

Assistance Plan Completed: _____
Evaluator's Signature _____ Date _____ Employee Signature _____ Date _____

Director of Human Resources: _____ Date _____

A signature on this form does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee read the form and been given an opportunity for discussion and written responses.

Coachella Valley Unified School District
Teacher on Special Assignment (TOSA) Final Summative Evaluation Form

Name _____
School _____
Evaluator _____

Position Status

- ☐ Probation 1
☐ Probation 2
☐ Tenured
☐ Other _____

Position _____
Date: _____

California Standards for the Teaching Profession	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation(s) for Improvement
Standard 1 – Engage, Advocate for and Support all Students in Learning Through Professional Development and Teacher Instructional Support					
1.1 Develop, communicate, and implement the shared vision of the department					
1.2 Advocate for educational opportunity, equity, and access for all students					
1.3 Directly support the learning and academic success of all students through professional development and individual teacher assistance					
1.4 Identify teacher/program needs in their earliest stages and implement professional development and intervention strategies in support of departmental goals					
Standard 2 – Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal and Social Development of all Students					
2.1 Demonstrate organizational skills					
2.2 Develop outcome-based programs					
2.3 Assess program outcomes and analyze data towards sustained improvement of instructional and support programs					
2.4 Demonstrate leadership in program development					
Narrative Record/Observation Summary:					
Special Commendations:					

Coachella Valley Unified School District
Teacher on Special Assignment (TOSA) Final Summative Evaluation Form

California Standards for the Teaching Profession	Does Not Meet Standard	Partially Meets Standard	Meets standard	Exemplifies or Exceeds Standard	Recommendation(s) for Improvement
Standard 3 – Utilize Multiple Sources of Information to Monitor and Improve Student Achievement					
3.1 Assess teacher(s) need and utilize the information to plan for individual and group support within the instructional focus of the TOSA					
3.2 Interpret and use assessment data in developing instructional support plans					
3.2 Monitor professional development and individual teacher progress along instructional support goals					
Standard 4 – Collaborate and Coordinate with School and Community Resources					
4.1 Build and maintain teacher/site support teams for improved instruction					
4.2 Provide consultation and education for teachers, parents, and other district clients					
4.3 Develop working relationships with the school that includes school staff members, parents, and community members					
4.4 Coordinate support from extra-district agencies					
Standard 5 – Promote and Maintain a Safe Learning Environment for all					
5.1 Promote a positive, safe, and supportive learning environments for staff and parents					
5.2 Develop and implement programs that recognize the personal and social risk factors of teachers and students					
5.3 Recognize and report the incidence of school site violence					
5.4 Where warranted, Incorporate models of school safety that address elements of prevention, intervention, and treatment into the school system					
Standard 6 – Develop as a Professional Teacher of Special Assignment					
6.1 Establish professional goals and pursue opportunities to improve					
6.2 Model effective practices and continuous progress in school counseling					
6.3 Adhere to professional codes of ethics, legal mandates, and district policies					
6.4 Balancing professional responsibilities					
6.5 Complies with district established rules, regulations, policies contracts and laws					

Signature of Teacher: _____ **Date:** _____

Final Recommendation: ☐ **Tenure** ☐ Re-employment ☐ Dismissal

Signature of Evaluator: _____ **Date:** _____

Overall Evaluation: ☐ Satisfactory* ☐ Unsatisfactory ☐ Needs

Human Resources Dept.: _____ **Date:** _____

Improvement

"Unsatisfactory" is here defined as having received ("Needs Improvement") ratings on the "Overall Evaluation" section of the Final Summative Evaluation Form. Copies: Human Resources, Evaluator, Employee D-80 (REV. 04/2016)