

AGREEMENT

Between

BOARD OF EDUCATION

of the

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

and

COVINA-VALLEY ASSOCIATION OF SCHOOL PSYCHOLOGISTS

September 1, 2023 through August 31, 2026

Board Approval Date: April 11, 2024

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	AGREEMENT	1
2	RECOGNITION	2
3	ASSOCIATION AND DISTRICT RIGHTS	3
4	MEMBERSHIP DUES, AGENCY FEE, AND PAYROLL DEDUCTIONS	5
5	MANAGEMENT RIGHTS	8
6	HOURS OF EMPLOYMENT	9
7	GRIEVANCE PROCEDURES	11
8	PROBATIONARY PERIOD	16
9	EVALUATION PROCEDURES	17
10	RATIOS	20
11	LEAVES	22
12	SALARY	34
13	HEALTH AND WELFARE BENEFITS	36
14	SAVINGS	40
15	PROFESSIONAL CONDUCT	41
16	WORK ENVIRONMENT	44
17	CONCERTED ACTIVITIES	46
18	FULL UNDERSTANDING	47
	APPENDIX A - SALARIES	48
	APPENDIX B - MEMORANDUM OF UNDERSTANDING/DUES	51
	APPENDIX C - MEMORANDUM OF UNDERSTANDING/SALARIES	53
	APPENDIX D - MEMORANDUM OF UNDERSTANDING/RATIOS/CASE CARRIER	55
	APPENDIX E - GRIEVANCE FORM	58
	APPENDIX F - RUBRIC AND PERFORMANCE EVALUATION FORM	60

ARTICLE 1
AGREEMENT

- 1.1 Pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"), the Articles and provisions contained herein constitute an agreement by and between the Board of Education of the Covina-Valley Unified School District (hereinafter referred to as the "Board" or "District") and the Covina-Valley Association of School Psychologists (hereinafter referred to as the "Association" or "CVASP").
- 1.2 This Agreement shall remain in full force and effect from 9/1/23 through 8/31/26. Future years will encompass a three-year period.
- 1.3 The District and the Association recognize that future legislative changes may require the parties to modify the current terms and conditions of unit member employment. If this occurs, the parties agree to commence negotiations within 10 working days of a request from the other party on changes to any terms of employment that are mandated by law.

ARTICLE 2
RECOGNITION

- 2.1 The Board acknowledges the Covina-Valley Association of School Psychologist (CVASP) as the exclusive representative of temporary, probationary and permanent school psychologists and Board Certified Behavior Analysts (BCBA) employed by the Covina-Valley Unified School District (District).

- 2.2 Except as provided for herein, the District and CVASP agree that bargaining unit work is to be performed only by bargaining unit members. Exceptions include continuing current practices of the District existing prior to entering into this Agreement and when emergency situations arise, at which times administrative and/or management employees may intervene in order to work through the emergency situation in a timely manner.

ARTICLE 3
ASSOCIATION RIGHTS

3.1 Communications During Working Hours

The Association agrees that its employees and officials shall not communicate with members of the bargaining unit about Association business or activities during regular working hours. Such communication shall be limited to times other than the respective unit members' working hours. With the approval of the immediate supervisor of the work area or such supervisor's designee, the District shall grant the Association access to areas in which employees work during the lunch break and before or after the professional work day.

3.2 Mailboxes

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

3.2.2 All Association postings and communications to unit members shall be submitted to the Superintendent or designee no later than their posting or entrance into the unit members' mailboxes.

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

3.2.4 The Association shall have the use of District email to communicate with its unit members. Communications will be carbon copied (cc) to the District Superintendent or designee, in compliance with section 3.2.3. The use of District email shall be in accordance with the District's Acceptable Use Policy.

3.3 Association Leave / Negotiations & Grievance

3.3.1 The Association shall designate a number of representatives not to exceed three (3) who shall have the right to receive reasonable periods of released time without loss of compensation when negotiating and for the processing of grievances.

3.4 Association Leave – Association Business

3.4.1 Up to twelve (12) days non-cumulative paid leave per year shall be available for use by the Association president or his/her designee. Such leave shall be used for official Association business. The Association has the option to use Association Leave to cover the cost of any witnesses it calls during an arbitration hearing.

3.5 Buildings and Facilities

The District recognizes the Association's right to use the District's buildings and facilities at times other than the professional work day and hours of student instruction or activity as long as the Association receives approval from Educational Services and as long as the use of such buildings and facilities does not interfere with instructional or activities/programs, District operations, or previously-scheduled activities.

3.6 New Agreement

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

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

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

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

3.7 New Unit Member Orientation

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

ARTICLE 4
MEMBERSHIP DUES, AGENCY FEE, AND PAYROLL DEDUCTIONS

The Covina-Valley Unified School District and the Covina Valley Association of School Psychologists agree as follows:

- 4.1 Any unit member who is a member of the Covina Valley Association of School Psychologists, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deduction for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.
- 4.2 In accordance with the June 27, 2018, Supreme Court ruling, the Association and District agree to implement the provisions of AB 119.

Definitions

- a. Newly hired employees: Any employee, whether permanent, full-time, part-time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by C-VASP. For those latter employees, for purposes of this agreement only, the “date of hire” is the date upon which the employee's employee status changed such that the employee was placed in the C-VASP unit.
- b. Employee orientation: The onboarding process of newly hired public employee, whether in person, online, or through other means or rights, benefits, duties, and responsibilities, or any other employment-related matters.

1. Employee Information

a. Provide C-VASP with C-VASP Members' Contact Information

Three times per year (September 30, January 31, and May 31), the District will provide the C-VASP Labor Relations Representative with all the information listed below. Every thirty (30) days, the District will provide the C-VASP Labor Relations Representative with the information listed below for all employees hired within the preceding 30 days.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

1. First name
2. Middle Initial
3. Last name
4. Suffix (e.g., Jr, III)
5. Job Title
6. Department
7. Primary worksite name
8. Work telephone number
9. Work extension
10. Home street address (inc apartment number)
11. City
12. State
13. Zip Code (5 or 9 digits)
14. Home telephone number (10 digits)
15. Personal cellular number (10 digits)
16. Hire date

2. New Employee Orientation

- a. The District shall provide C-VASP mandatory access to its new employee orientations. C-VASP shall receive no less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Personnel Services representative, a site administrator, and/or group orientation sessions.
- b. In the event the District conducts one-on-one orientations with new employees, C-VASP shall have a minimum of thirty (30) minutes of paid release time, including travel time, for one (1) C-VASP representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The C-VASP Labor Relations Representative may also attend the orientation session.
- c. The orientation session shall be held on District property during the workday on the employee(s), who shall be on paid time.
- d. During C-VASP's orientation session, no District manager or supervisor, or non-unit employee shall be present unless agreed to by both parties.

- e. The District shall include the C-VASP membership application in the new employee orientation packet.

Additional Payroll Deductions

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

ARTICLE 5
MANAGEMENT RIGHTS

- 5.1 It is understood and acknowledged that the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of California, except as expressly limited by the explicit and lawful language of this Agreement.
- 5.2 The rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the Board even though not enumerated, and the express provisions of this Agreement constitute the only contractual limitations upon the Board's rights. The exercise of any right reserved to the Board herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Board's right or preclude the Board from exercising the right in a different manner.
- 5.3 The District retains its right to amend, modify, or rescind practices and procedures specified in this Agreement in cases of emergency, and for the duration of the emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action such as an Act of God, epidemic, riot, or physical calamity occurring at one or more facilities of the District.
- 5.4 All provisions indicated in this Agreement as being discretionary matters left to the "Board," "Superintendent," "supervisor," "administrator," or "District" shall not be subject to the provisions of Article 7, Grievance Procedures.
- 5.5 None of the foregoing is intended to limit any right of unit members or the Association set forth in the clear and explicit language of this Agreement.
- 5.6 In the event of an emergency as defined in Section 5.3 of Article 5, and determined by the site administrator, unit members may be assigned duties as required during the emergency related to the protection of the health and safety of students.

ARTICLE 6
HOURS OF EMPLOYMENT

6.1 Professional Day

Both the District and the Association recognize the professional nature of the unit member's employment.

6.2 Primary Function

6.2.1 School Psychologist

The School Psychologist is responsible for providing psychological services that will assist students, teachers, parents, and other staff members in the management of learning and behavioral disorders in order that all students will be able to make optimum progress toward the attainment of District goals.

6.2.2 Board Certified Behavior Analyst (BCBA)

The Board Certified Behavior Analyst serves as a resource to the school community with regard to identifying, analyzing, understanding, and addressing behavior differences as they impact learning. The BCBA will assist students, teachers, parents, and other staff members in the management of learning and behavioral disorders in order that all students will be able to make optimum progress toward the attainment of District goals.

6.3 Act as a case carrier and prepare reports until June 30, 2024, at which time they will no longer act as the case carrier.

6.4 Adjunct Duties

School Psychologists will participate in school and District committees at the request of the site administrator. Such committees may include but are not limited to school crisis team, school safety plan, and mental health team. Duties will be assigned equitably among all unit members.

6.5 Breaks

Each unit member shall be entitled to an uninterrupted, duty-free lunch break of a minimum of 35 minutes.

6.6 Days of Required Service/Work Year

6.6.1 New and returning unit members will serve 189 days in each school year.

6.6.2 The 189 days shall be served on the following manner:
Three days prior to the teacher work year
Two days flexible to be arranged with site administrator

ARTICLE 7
GRIEVANCE PROCEDURES

7.1 Definitions

7.1.1 Grievance: A written claim by a grievant that he/she or it has been adversely affected by an interpretation, application or violation of a specific provision of this Agreement.

7.1.2 Day: Any day in which the grievant is required to perform duties.

7.1.3 Supervisor: The lowest level administrator or his/her designee having supervisory authority over the grievant.

7.1.4 Unit member: A member of the bargaining unit.

7.2 Informal Resolution

7.2.1 Before filing a formal written grievance, a unit member shall first attempt to resolve the matter at an informal conference with his/her supervisor. A unit member may have the matter adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

7.2.2 If the matter is resolved or if the unit member does not take further steps, the case is closed.

7.2.3 If the unit member is not satisfied with the results of the informal conference and if the matter, when reduced to writing, constitutes a grievance as defined herein, he/she may file a formal written grievance.

7.3. General Provisions

7.3.1 The time limits set forth in the grievance procedure may be extended or shortened upon the mutual agreement of the grievant and the District. The time limits for appeal provided in each step shall begin the day following receipt of the written decision at the previous step.

7.3.2 No grievance shall be resolved until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

7.3.3 Although a specific time period is provided for administrative decisions at each step of the grievance procedure, it is recognized that multiple grievances or appeals must be processed in a sequential manner. Consequently, at each step of the procedure, multiple grievances or appeals shall be assigned consecutive numbers, based upon the time and

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

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

7.4 Procedure

7.4.1 Step I - Formal Grievance

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

The information on the Grievance Form shall include:

- (A) A statement of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- (B) A statement of the provisions of this Agreement which are alleged to have been violated.
- (C) A statement of the way in which the grievant has been adversely affected.
- (D) A statement of the reason why the supervisor's response was unacceptable.
- (E) A statement of specific actions requested of the District which will remedy his/her grievance.
- (F) Where the Association is the grievant, it shall identify the affected unit members.

7.4.2 Within two (2) days of receipt of the Grievance Form, the supervisor shall confer or schedule a conference with the grievant and/or a representative selected by the Association.

7.4.3 The supervisor shall make a written response to the grievant within seven (7) days after receipt of the Grievance Form by completing the Grievance Form and returning it to the grievant.

7.4.4 If the supervisor does not respond within the time limits, the grievant may appeal to the next step.

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

7.4.6 Step II - Formal Appeal to the Superintendent

- (A) If the grievant is not satisfied with the decision at Step I, he/she may appeal the decision in writing on the Grievance Form to the Superintendent within seven (7) days.
- (B) This appeal shall include a copy of the original grievance and a statement of the reasons for the appeal.
- (C) Within two (2) days of receipt of the Grievance Form, either the grievant or the Superintendent or his/her designee may confer or schedule a conference. Such conference shall be held within a ten-day period. At the grievant's option, a representative selected by the Association may attend the conference.

- (D) The Superintendent or his/her designee shall communicate the decision and the reason(s) therefore in writing to the grievant within ten (10) days after receipt of the appeal or five (5) days after the conference whichever period is longer unless the parties mutually agree in writing to an extension.
- (E) If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next step.
- (F) If the grievance is resolved or if the grievant does not take further steps, the case is closed.

7.4.7 Step III - Formal Appeal for Binding Arbitration

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

- (A) It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the Grievance Procedure. The provisions of Article 2, Recognition and Article 4, Management Rights are specifically excluded from the outside arbitration under the provisions of this Article.
- (B) As soon as possible, and in any event not later than ten (10) days after the District receives written notice the Association will proceed to arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, the American Arbitration Association shall be requested to provide a list of 7 arbitrators. A single arbitrator shall be selected from the list of 7 by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot.
- (C) The arbitrator shall not have jurisdiction to hear any grievance which is not filed or appealed within the time limits of this Article. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.
- (D) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to

determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority nor consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence but shall not be used so as to justify or result in what is in effect a modification (whether by addition or deletion) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the 20-day period specified in Step I of the Grievance Procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

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

ARTICLE 8
PROBATIONARY PERIOD

Pursuant to Education Code 44948.3, and Board Policy 4116, Probationary/Permanent Status, unit members are subject to a two-year probationary period.

ARTICLE 9
EVALUATION PROCEDURES

- 9.1 The intent of the evaluation program shall be to maintain and improve the quality of the instructional program for the enhanced achievement of all students. The evaluation process shall be conducted in a manner that recognizes both the school psychologist and administrator as professionals, and creates an atmosphere of trust and cooperation between the participants in the process.
- 9.2 The parties agree that bargaining unit members' evaluations should be based on research-based professional standards for School Psychologists.
- 9.2.1 The provisions of this Article shall not apply to extra duty positions assigned to unit members.
- 9.3 Written evaluations shall follow the School Psychologist Performance Evaluation Process/Timeline in Appendix F. Probationary unit members shall be given a written evaluation at least twice yearly, the first prior to December 15 and the second no later than thirty (30) days before the last school day of the year. Permanent unit members shall be given one written evaluation no later than thirty (30) days before the last school day of the year.
- 9.4 Written notification shall be given to probationary unit members not recommended for re-employment no later than March 15 of the unit member's second complete consecutive school year of employment, except as otherwise provided for by law.
- 9.5 After the probationary period, written evaluations will take place on an every-other-year cycle.
- 9.6 By mutual agreement of the evaluator and the certificated employee, at least once every five (5) years a written evaluation shall be given to each unit member providing the unit member meets the following criteria: unit member must have permanent status, the unit member must be employed at least ten (10) years with the school district, and unit member's previous evaluation meets standards in all categories.
- 9.6.1 The certificated employee of the evaluator may withdraw consent at any time. If consent is withdrawn, the every-other-year evaluation cycle shall resume in the school year following the year in which consent is withdrawn. The five-year evaluation cycle may only be withdrawn at the end of the year in which all of the following criteria exist:
- 9.6.1.1 The administrator has met and conferred with the unit member and identified the specific standard(s) that require improvement and completed the School Psychologist Assistance Form.

- 9.6.1.2 The administrator shall include suggestions/assistance within the areas needed for improvement as identified on the School Psychologist Assistance Form.
 - 9.6.1.3 The administrator and the unit member must meet to review and discuss the standard(s) needing improvement, areas of concern, and/or suggestions/assistance.
 - 9.6.1.4 The unit member has not met the specific standard(s), areas of concern, and/or suggestions/assistance and will be placed on the evaluation cycle the following year.
- 9.6.2 A written evaluation shall be given to each permanent unit member prior to or during a formal evaluation conference as per the School Psychologist Performance Evaluation Process/Timeline found in Appendix F.
- 9.7 Unit members to be evaluated during a particular year shall be furnished a copy of the Evaluation Rubric and be advised of the criteria upon which the evaluation is to be based. The evaluator must be the unit member's administrative supervisor.
- 9.8 Evaluation standards for all unit members will be identified at the beginning of each evaluation cycle
 - 9.8.1 Temporary and probation unit members will be evaluated on three standards. Two standards will be selected by the evaluator and one will be self-selected.
 - 9.8.2 Permanent unit members will be evaluated on two standards. One will be selected by the evaluator and one will be self-selected.
- 9.9 Evaluation documentation, when appropriate, shall follow the guidelines for remediation prescribed in Education Code Section 44664.
- 9.10 If all elements of a standard are marked as "Developing Needs Improvement" or "Unsatisfactory" on the final evaluation the administrator shall include an explanation and goals in the narrative section of the evaluation for the following school year.
- 9.11 The District shall maintain personnel files in accordance with applicable law. Materials in personnel files of unit members are to be made available for the inspection of the unit member involved. Every unit member shall have the right to inspect such materials with reasonable advance notice. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of non-pre-employment materials in such unit member's personnel file without charge.

- 9.12 Information or material of a derogatory nature concerning a unit member which has been received by the evaluator, students, parents, and/or members of the public shall not serve as the basis for a negative and/or unsatisfactory evaluation unless the evaluator has conferred with the unit member and afforded him/her the opportunity to respond to the information or material. If such information or material is received in writing, the unit member shall be provided a copy.
- 9.13 Derogatory information placed in the personnel file shall identify the source(s) of such information, or alternatively, where the source is a current student and where confidentiality of such source is appropriate, the information shall not be placed in the file unless the supervisor placing the material in the file has conducted an appropriate investigation of the circumstances. In such cases, the supervisor shall set forth the nature of the investigation conducted.
- 9.14 Information of derogatory nature shall not be entered or filed in a personnel file 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, the unit member's own comments thereon.
- 9.15 Information of a derogatory nature, which the District determines to be false after it conducts an investigation, shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary action against the unit member.
- 9.16 Derogatory materials which have been placed in a unit member's personnel file shall be used in the employee's evaluation or affect the status of his/her employment strictly in accordance with the Education Code.

ARTICLE 10
RATIOS

The District and Association acknowledge the benefit of working collaboratively to implement reasonable student/psychologist ratio goals. The parties agree that reasonable student/psychologist ratio goals must be educationally sound, fiscally practicable, and provide elements of District level and school site flexibility.

- 10.1 Student/psychologist ratio goals are intended to determine appropriate allocation of psychologists to overall student needs. The District recognizes that fluctuating enrollment, small schools, and student transience make student/psychologist ratio goals difficult to project or maintain uniformly.
- 10.2 The District shall address imbalances in student/psychologist ratio goals subject to possible constraints including, but not limited to, the financial condition of the District, staff availability, credentials, qualifications, physical plant and classroom limitations, student transportation problems, special student needs, and innovations in methods and programs.
- 10.3 Student/psychologist ratio goals may be changed to accommodate the ongoing effectiveness of programs.
- 10.4 A staffing review team at the District which is composed of the Assistant Superintendent and/or his/her designee, a special education administrator, and two CVASP representatives shall convene no later than September 30 and no later than January 31 to review psychologist staffing.
- 10.5 The staffing review team will meet by the 1st of June to review the tentative assignments for the following school year. The District reserves the right to change, amend, or alter any tentative assignments. If there are any assignment changes between June 1st and the first workday of the following school year, the District will notify CVASP. If any assignment changes occur any time during the 189-day work year, the District will notify CVASP.
- 10.6 It is understood that reassignment decisions are based upon administrative judgment and discretion, but such judgment and discretion shall not be exercised in an arbitrary, capricious or retaliatory manner.
- 10.7 If a unit member is reassigned or changed from one school site to another, to/from the District Office, or from one office at a school site to another at the same school site at any time before, during and/or after the school year begins, the unit member shall be given one (1) day paid release time at their current daily rate prior to the effective date of the move. The one

(1) day paid release time is to oversee the packing up and establishing of the new office.

10.7.1 The unit member shall have the option of taking the one (1) day paid release day outside of the regular work week.(i.e., non work-days, weekends, holidays) so as not to impact the unit member's ability to perform their regular duties and responsibilities.

10.7.2 The District shall provide assistance in moving a unit member's materials. Assistance as defined in the article includes adequate moving supplies, packing, physically moving, and safely delivering materials.

ARTICLE 11
LEAVES

Members accrue 11 days of leave per year. Those days, plus all previously accrued days may be used for sick leave, personal necessity leaves, pregnancy leave, industrial accident leave, and child adoption leave.

11.1 Sick Leave

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

to do so. However, in the case of short term illness (3 days or less) a unit member shall not be required to provide details regarding the nature of the illness. A report of absence signed by the unit member shall be required by the District for each use of sick leave.

11.1.8 A unit member who has taken sick leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Services Department a written release from the doctor or hospital where treatment occurred. The District may require a physical or psychiatric examination of the unit member before returning to work, such examination to be conducted by a District-designated physician or psychiatrist with the cost borne by the District.

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

11.1.9.1 If at the end of this 5-school-month period or when all regular sick leave has been exhausted, whichever occurs last, the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following: (1) take a personal leave without pay pursuant to Section 11.5 of Article 11 for not to exceed the remainder of the school year in which the leave occurs, (2) be placed on the 39-month rehire list, or (3) retire if eligible pursuant to the provisions of the State retirement system.

11.2 Pregnancy Leave

Upon the written request of the unit member, pregnancy leave of absence shall be granted to a unit member who is required to be absent from her duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, subject to the provisions hereinafter set forth:

11.2.1 Pregnancy leave of absence shall be chargeable to the sick leave and/or extended illness leave pursuant to Article 11.1.

11.2.2 A unit member is expected to continue to perform her duties until her physician certifies that she is medically precluded from performing her duties. If the unit member wishes to cease performing her duties at an earlier date, she may request a personal leave without pay pursuant to Section 5 of Article 11 to be effective immediately prior to the pregnancy leave.

- 11.2.3 The unit member requesting a pregnancy leave shall specify in writing the date on which she wishes to commence the leave and the date on which she wishes to return to employment following termination of pregnancy. Such requests shall be consistent with the provisions of Article 11.
- 11.2.4 The District shall have the right to require the unit member who desires to return to employment on a specified date to provide a statement from her physician on a District form stating that she is physically capable of resuming the performance of her duties on said specified date.
- 11.2.5 A unit member is expected to resume her duties when her physician certifies that she is physically capable of resuming the performance of her duties. An eligible unit member may request leave for parental bonding as described in Article 11.10. If the unit member does not request, or is ineligible for, parent bonding leave and does not wish to resume her duties until a later date, she may request a personal leave without pay pursuant to Section 11.5 of Article 11 to be effective immediately following the pregnancy leave.
- 11.2.6 When pregnancy leave has been granted, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the unit member to the District.

11.3 Industrial Accident Leave

- 11.3.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.
- 11.3.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.
- 11.3.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.
- 11.3.4 When entitlement for industrial accident leave has been exhausted, the unit member may elect to use any sick leave, holidays, vacation or other paid leave to which the unit member is entitled, provided that payment for any such paid leave when added to any temporary disability

indemnity shall result in a payment to the unit member of not more than full salary less appropriate deductions.

- 11.3.5 When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the position, in lieu of resigning, the unit member may elect to do one of the following: (1) take a personal leave without pay pursuant to Section 11.5 of Article 11 for not to exceed the remainder of the school year in which the leave occurs, (2) be placed on the 310-month rehire list, or (3) retire if eligible pursuant to the provisions of the State retirement system.
- 11.3.6 "Industrial accident," as used in this Section is defined as any illness or injury arising directly out of the employment of the unit member which forces the unit member to absent himself/herself from work upon the advice of a physician.
- 11.3.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the employee and the supervisor.
- 11.3.8 A unit member who is entitled to temporary disability indemnity under the Workers' Compensation law may elect to take accumulated sick leave or accumulated vacation after accumulated sick leave becomes exhausted which, when added to disability indemnity, will result in a payment of full salary appropriate deductions. When a unity member is entitled to pay under the Workers' Compensation law and is at the same time entitled to regular sick leave pay under Article 11, in no case shall the total pay equal more than the full salary of the unit member less appropriate deductions. The District shall have the right to adjust its sick leave pay, so as to pay the difference between the amount paid under the Workers' Compensation law and the full salary of the unit member. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision.

11.4 Bereavement Leave

- 11.4.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out-of-state travel or one-way travel exceeding 300 miles is required, for each period of bereavement for absence during the period of bereavement due to death in the immediate family of the unit member. Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement. Bereavement leave not exceeding three (3) days need not be taken in consecutive order. Bereavement leave is not deducted from accumulated sick leave. A report of absence signed by the unit member shall be required by the

District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.

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

11.5 Personal Leave without Pay

A unit member may be granted personal leave without pay for any reason at the discretion of:

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

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

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

11.5.4 Any unpaid leave may affect a unit member's state retirement credit.

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

(A) If an outside of the District substitute is employed to fill the unit member's position the unit member shall be paid the difference between his/her regular salary and the per diem unit member substitute rate.

(B) If a current unit member is approved by the Assistant Superintendent or his/her designee to fill the absent unit member's position, any work completed outside of their regular work day will be compensated at their current daily rate of pay, pro-rated hourly.

(C) Per Ed Code 44977, if there is no substitute employed, unit members will still be deducted the amount that would have been paid to a substitute for days missed.

11.7 Jury Service

- 11.7.1 Upon receipt of any notification of jury service or potential service it is the obligation of the unit member to seek postponement from the court to a time outside the period of employment.
- 11.7.2 Leave of absence shall be granted to any unit member regularly called for jury service in the manner prescribed by law. Such leave shall be with pay not to exceed five (5) days.
- 11.7.3 Notwithstanding Section 11.7.2 of Article 11, a unit member shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount received as juror's fees provided:
- (A) The unit member is serving as a juror outside of the period of employment and the case is carried over into the period of employment and the unit member requests to be excused because continuing on jury service will entail undue hardship on the unit member or the public served by him/her, but said request is denied by the applicable court, judge or jury commissioner. Leave of absence with pay shall be granted until the case is decided.
 - (B) The unit member must return to work in cases where it is not necessary to be absent the entire day.
- 11.7.4 "Period of employment" as used in Article 11 means the time during which unit members in the unit member's classification are ordinarily paid under annual contract.

11.8 Personal Necessity Leave

- 11.8.1 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:
- (A) The total number of days allowed in one school year for such leave or leaves shall not exceed seven (7) days.
 - (B) The days allowed shall be deducted from and may not exceed the number of full pay days of sick leave to which the unit member is entitled under Section 11.1 of Article 11.
 - (C) The leave may be taken in one-hour (one-eighth day) units.

- (D) The unit member must return to work in cases where it is not necessary to be absent the entire day.
- (E) Payment for such absence shall be made only upon certification by the Personnel Services Department that the absence was due to a situation designated as an emergency within the meaning of this Section. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 11.8.2(J) of Article 11, indicate fully the nature of such emergency. The District reserves the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 11.8 of Article 11 did exist.

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

- (A) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 11.4 of Article 11, or the death of a person significant to the unit member is other than a member of his/her immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (B) An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (C) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- (D) The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during

assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

- (E) The birth or adoption of a unit member's child. The birth of a unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complication or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under Article 11 shall be limited to seven (7) days as provided in Section 11.8.1 (A) of Article 11. In the event that the unit member has exhausted personal necessity leave, the provisions of Article 11.10 will apply. If the unit member is eligible for parental bonding leave for the absence, personal necessity leave will run concurrently with the parental bonding leave.
- (F) An appearance of the unit member in court as a litigant.
- (G) An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that: (1) Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction; and (2) In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District Accounting Department.
- (H) An appearance of the unit member under an official order from his/her selective service Board that is not covered by military leave status or policy.
- (I) Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to his/her assigned work site. The following conditions may be considered when appropriately documented: flooding, snow storms, mud slides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site, and stolen vehicle. The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.

(J) Unit members may use two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 11.8.2(A) through (I) of Article 11 which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section. The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave.

11.8.3 Request for such leave must be submitted no less than one school day prior to said leave.

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

11.9 Child Adoption Leave

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

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

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

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

11.10 Donation of Sick Leave

11.10.1 On a case-by case basis and with mutual agreement between the Association and the District, any bargaining unit member may donate up to five (5) days (40 hours) of accumulated sick leave to another bargaining unit member who has suffered a long-term, non-industrial related illness or injury and who has exhausted all fully paid leaves. The employee suffering from such illness or designee must request, in writing, donations of sick leave from bargaining unit members only, through the Personnel Office. Requests shall be made prior to the exhaustion of all fully paid leave. Donation of sick leave will not be retroactive.

11.10.2 The Personnel Office will send out the notification of the request for donations of sick leave. The request will be sent for posting on all CVASP bulletin boards and the CVASP President notified of the request. All donations of sick leave will be voluntary with no personal solicitation of donors allowed. The names of any bargaining unit members donating sick leave under this provision will not be made public.

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

11.10.4 The maximum amount of sick leave that may be donated to any one person requesting donations under this provision will be equivalent to forty (40) days per school year.

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

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

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

11.10.6 Up to an additional ten (10) days (80 hours) per school year may be requested by the affected member or his/her immediate family, on a form provided by the Personnel Office. In this case, Section 11.10.5 procedures will be put into effect.

11.10.7 When all paid leaves of absence have been exhausted, and the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following: take a personal leave without pay pursuant to Section 11.5 or Article 11 for not to exceed the remainder of the school year in which the leave occurs, or retire if eligible pursuant to the provisions of the State retirement system.

11.11 Parental Bonding Leave

Unit members who meet the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for up to 12 work weeks. Pursuant to Education Code section 441077.5, eligible unit members will receive differential pay during this leave. The parties will reopen Article 11.11 in the event of substantive amendment to Education Code section 441077.5.

11.11.1 The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code § 121045.2). Nothing in this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.

11.11.2 To be eligible for differential pay during parental bonding leave as defined in this section, the unit member must meet all eligibility requirements of the CFRA (Government Code § 121045.2).

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

11.11.4 For purposes of this article, "parental bonding leave" means child bonding or child care leave taken within the first 12 months following the

birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.

- 11.11.5 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.
- 11.11.6 If both parents work for the District, the maximum combined leave available to the parents for child bonding is 12 work weeks.
- 11.11.7 Any parental bonding leave must be requested in writing to Personnel Services a minimum of 2 weeks prior to the date the leave is proposed to commence. A unit member returning from a leave of absence with a duration greater than 30 days shall notify Personnel Services in writing of intent to return at least 2 weeks before the expiration of the leave.

ARTICLE 12
SALARY

12.1 Salaries - See Appendix A

12.1.1 For the 2023-2024 school year, unit members employed on the effective date of this agreement will receive a total compensation salary increase of 6.25% on salary schedule retroactive to July 1, 2023. In addition, all unit members who are employed in the district on the effective date of this agreement will receive a 1.25% of base salary, off schedule one-time payment.

12.1.2 A 6.25% salary increase will also apply to the Longevity Pay Salary schedules and all stipends.

12.1.3 A stipend of \$1,540.69 will be paid to each unit member. The stipend will be prorated for unit members working less than a full time assignment.

12.2 Explanatory Notes and Definitions:

12.2.1 Unit Members: Unit members compensated on the Salary Schedule are delineated in Article 2.

12.2.2 Experience Credit: A maximum of four (4) years of acceptable experience outside the Covina-Valley Unified School District will be recognized on the Salary Schedule for placement of Step 5.

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

12.2.4 Nationally Certified School Psychologists \$113.69 per month shall be added for a unit member who is a Nationally Certified School Psychologist.

12.2.5 Case Carrier: School Psychologists are recognized as the case carriers for special education students receiving specialized academic instruction and/or DIS services, with the exception of DIS speech/language services only students or DHH students until June 30, 2024. On July 1, 2024, Covina Unified Education Association (CUEA) will take the role of special education case carrier.

Part-time Employees: Unit members who work a minimum of 50% earn one (1) year's credit on the salary schedule. Unit members who work less than 50% will earn one-half (1/2) year's credit for each year of service. Unit members will receive a prorated year's credit toward the California State Teachers Retirement System (CalSTRS) as determined

and calculated by CalSTRS. Unit members will maintain their place on the District's seniority list.

12.3 Longevity pay shall apply only to unit members who have had service in the Covina-Valley Unified School District and its predecessors, the Covina School District, and/or the Covina Union High School District. Longevity pay will only be for regular assignments; summer school and all extra pay assignments are excluded. Years of service, for purposes of qualifying for longevity pay, shall be counted in the same manner as years of service for salary step advancement pursuant to Policy 4151.2, Step Advancement. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of 39 months or more from the last day of paid service as a probationary or permanent certificated unit member shall not be counted.

12.3.1 Longevity amounts are included on the salary schedule in Appendix A.

12.4 Extra Assignments - All extra hours or assignments require administrator approval prior to doing the work or they will not be paid. All summer, hourly, or replacement services will be compensated at the unit member's current daily rate of pay, prorated hourly.

ARTICLE 13
HEALTH AND WELFARE BENEFITS

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

13.1.1 The district agrees to contribute on a tenthly basis, a maximum amount, listed within this article for full time unit members.

13.1.2 The maximum district contribution, listed within this article will be prorated for any unit members working less than full time. Any unit member employed by the district before July 1, 2022, working halftime or more will receive a maximum contribution equivalent to a full time unit member.

13.1.3 All unit members will pay all additional costs above the maximum district contribution listed within this article on a tenthly basis.

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

13.2 **Employees hired on or before June 30, 2022**

Medical insurance plans: District shall contribute tenthly premiums for the plan selected by any unit member eligible and employed by the District as of June 30, 2022. Additionally, these rates shall apply to employees hired prior to July 1, 2022, and who are not currently eligible for medical benefits, but become eligible on or after July 1, 2022.

Any unit members employed by the district before July 1, 2022, will have a tenthly cost for their contribution for their health benefit plan as follows:

Medical Plan	Employee	Employee + Child (ren)	Employee + Spouse	Employee + Family
Kaiser HMO	\$0.00	\$35.00	\$55.00	\$70.00
Blue Shield Trio HMO	\$0.00	\$17.50	\$27.50	\$35.00
Blue Shield Access Plus HMO	\$0.00	\$35.00	\$55.00	\$70.00
Blue Shield PPO	\$380.29	\$700.58	\$967.79	\$1,229.99

Any unit members employed by the district July 1, 2022, and after will have a tenthly cost for their contribution for their health benefit plan as follows:

Medical Plan	Employee	Employee + Child (ren)	Employee + Spouse	Employee + Family
Kaiser HMO	\$0.00	\$0.00	\$0.00	\$0.00
Blue Shield Trio HMO	\$0.00	\$0.00	\$0.00	\$0.00
Blue Shield Access Plus HMO	\$0.00	\$62.60	\$82.85	\$103.13
Blue Shield PPO	\$419.48	\$728.18	\$995.64	\$1,263.12

* Employee only HMO will continue to be given at no cost to employee only. The employee will pay for any additional PPO costs.

13.2.1 If the total cost of the HMO Family plan premium for any calendar year increases more than 10%, the District agrees to meet and confer regarding district and employee contribution rates.

13.2.2 An employee who has medical insurance coverage for medical/hospital care other than as the subscriber in a District-paid plan, may at his/her option elect to waive the District-paid medical insurance coverage and in lieu thereof to have the District add \$100.00 per month to his/her regular salary for each month of employment not to exceed \$1,000.00 per year. The employee shall provide written documentation to the Personnel Services Department in September of each school year to verify medical insurance coverage which shall include name of plan carrier(s) and the effective date of coverage.

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

13.4 A unit member who retires under the provisions of the California State Teacher's Retirement System or California Public Employees' Retirement System (either for service or disability) at the end of his/her contract year, or who is released from contract by the District on a date mutually agreeable to the unit member and the District, shall be eligible to receive a District contribution toward payment of a District approved group medical insurance plan subject to the following conditions:

13.4.1 The District contribution shall cease 10 years after the employee's date of retirement or when the employee is eligible for Medicare or turns 65, whichever occurs first.

- 13.4.2 The unit member must submit proof to the Personnel Services Department that he/she is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.
- 13.4.3 The unit member must have completed fifteen (15) or more full years of District service in a probationary or permanent status, during at least half of which the unit member was eligible to enroll in health and welfare benefits, and the unit member must have been eligible for health and welfare benefits during all of the last year of District service. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of thirty-nine (39) months or more from the last day of paid service in a probationary or permanent position shall not be counted.
- 13.4.4 At the time of retirement if the unit member is not enrolled in a District sponsored health and welfare benefits plan, the unit member may elect to enroll in a District sponsored health and welfare benefits plan based on the existence of a qualifying life event, if permitted by the District's insurance provider. The unit member may elect to change from one District sponsored health and welfare benefits plan carrier to another at any open enrollment period.
- 13.5.5 Each year the retiree shall submit twelve monthly payments in advance, by the first of the month payable as directed by the District, the total of which shall equal the annual premium of the insurance plan less the amount the District will contribute to the carrier. The employee must submit the payment to the District's third party COBRA/Retiree Administrator.
- 13.5.6 The District's contribution to the insurance carrier on behalf of the retiree shall begin on October 1 each year and shall cease at the end of the month preceding the retiree's sixty-fifth (65th) birthday, after 10 years, upon the retiree's eligibility of medicare or upon the retiree's death, whichever occurs first.

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

Level I: The District will contribute up to \$7,000 annually for employees who have completed less than twenty-five (25) years of qualifying District service.

Level II: The District will contribute up to \$8,000 annually for employees who have completed twenty-five (25) years or more of qualifying District service.

- 13.5.7 Retirees have the opportunity to apply these funds to employee only, two party, or family medical premiums, as well as vision and dental insurance premiums.
- 13.6 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article 2, Recognition.
- 13.7 "Half-time," as used in Section 13.1 of Article 13 means for a regular certificated unit member, one-half the amount of time that a full-time unit member works. The District shall make no premium contribution for health care and life insurance for any month unless the employee is paid for more than one-half the number of days in that month, excluding those two days each week which are outside the employee's regular work week, except that an employee who completes his/her regular work assignment in June and is paid for more than one-half of his/her scheduled work days shall be entitled to the premium contribution for that month.
- 13.8 A benefit eligible year is ten (10) months in which the unit member was eligible for health and welfare benefits. Thus, a unit member must have earned the District's contribution toward the health and welfare plans for at least ten (10) months during the qualifying years of service referred to.

ARTICLE 14

SAVINGS

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

ARTICLE 15
PROFESSIONAL CONDUCT

- 15.1 The provisions of this article serve to accomplish the following:
- 15.1.1 The Association and the District expect and recognize the obligations of unit members to demonstrate professionalism.
 - 15.1.2 To establish procedures for the administration of constructive and progressive discipline under this Article and to provide unit members with due process.
 - 15.1.3 To supplement, and for the purpose of disciplinary suspensions, to replace the provisions of Section 44944 of the California Education Code, but not the provisions of Sections 44939, 44940, and 44942 of that code or to dismissal proceedings pursuant to EC Section 44949.
 - 15.1.4 To ensure that the District's right to impose discipline on unit members is a separate and distinct process from the interventions provided under Article 9 - Evaluation Procedures.
- 15.2 The District's Right to Discipline - Action taken under this Article shall be corrective, progressive, reasonably related to the seriousness of the misconduct, encompassing the number and frequency of verifiable prior incidents of misconduct by the unit member and shall occur in a timely manner. The unit member will be given timely notice when required to attend a meeting called by the District that may lead to discipline, and has the right to be represented by the Association in such meetings.
- 15.3 The Unit Member's Right to Due Process - The members of the bargaining unit have a right to due process when the District disciplines them for just cause.
- 15.4 The Principle of Progressive Discipline – Except as provided herein, prior to imposing suspension, the District will utilize progressive corrective action with members of the bargaining unit. The District will utilize the progressive corrective actions outlined below. The Assistant Superintendent, Personnel Services may determine to skip a step or steps, based upon and commensurate with the serious nature of the conduct. Such determination shall not be subject to the grievance procedure or to arbitration except as provided in Section 15.5.4 of this Article.
- 15.5 Steps of Progressive Discipline - Discipline includes verbal warnings, written warnings, written reprimands, and suspensions.
- 15.5.1 Verbal Warning: A verbal warning may be given to unit members for actions, omissions, or infractions that require remediation and shall state

the administrator's expectation/resolution. The administrator may make a summary notation of the meeting.

- 15.5.2 Written Warning: A unit member who is to receive a written warning shall be provided an opportunity for a personal conference to orally respond to the alleged infraction before a written warning may be issued. The written warning and any response by the unit member will not be placed in the unit member's personnel file. However, in the event that a suspension is initiated related to the written warning, the placement of such document into his/her personnel file will occur in accordance with Article 15.
- 15.5.3 Written Reprimand: A unit member who is to receive a written reprimand shall be provided an opportunity for a personal conference where facts related to such notice shall be presented. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. A signature does not imply agreement. The unit member has a right to attach a written response within ten (10) days of receipt of the written reprimand.
- 15.5.4 Suspension: In exercising its responsibility under this article, the District may not suspend a unit member for more than fifteen (15) days. Any suspension must be for just cause. In any review of the appropriateness of a suspension by an arbitrator, the arbitrator may consider the nature of the offense, whether any warning had been previously given, the timeframe of any prior warning, the record of previous good or bad service, the discipline meted out to others for the same offense and such other factors as arbitrators typically consider in determining whether the standard for just cause has been met.
 - 15.5.4.1 No suspension shall occur except as the express written direction of the Superintendent.
 - 15.5.4.2 When the District chooses to suspend a certificated employee for cause pursuant to this Article; notice of such action shall be made in writing and served in person or by certified mail upon the employee by the Superintendent or designee. A copy shall be provided to the Association President. The notice shall contain:
 - 15.5.4.2.1 A statement of the specific acts or omission upon which the action is based;
 - 15.5.4.2.2 If applicable, the Education Code, policy, rule, or regulation violated;
 - 15.5.4.2.3 Penalty proposed;
 - 15.5.4.2.4 Copies of any documentary evidence upon

which the recommendation is based;

15.5.4.2.5 A statement of the employee's right to grieve the proposed action by filing a grievance pursuant to Article 7 of this Agreement.

15.5.4.3 If the employee fails to file a grievance within ten (10) working days after service of the notice, the suspension may be imposed by the Superintendent or designee. This time requirement supersedes the time requirement of Article 7.4. All other provisions of Article 7 apply in the processing of the grievance.

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

ARTICLE 16
WORK ENVIRONMENT

16.1 Safety

- 16.1.1 The District shall make necessary provisions for safety so that unit members will not be required to work under unsafe conditions or perform tasks which endanger their health or safety during the professional work day.
- 16.1.2 Unit members shall perform their duties in a safe manner abiding by rules and regulations established by the District, shall use safety devices, and shall immediately report any accident or unsafe working condition or equipment to site administrator or designee or the appropriate personnel at the worksite.
 - 16.1.2.1 Unit members who report an unsafe working condition shall receive a response within 24 hours of reporting.
 - 16.1.2.2 If corrective action is required, the unit member shall be informed of the corrective action to be taken and an estimated time of completion.
 - 16.1.2.3 The unit member will be provided an alternate work environment until the corrective action is completed.
 - 16.1.2.4 If no corrective action or response has been forthcoming within ten (10) days, the unit member may inform the Principal of the school in writing and forward a copy to the Assistant Superintendent, Business Services and the Superintendent.
- 16.1.3 The principal or designee shall notify unit member upon transfer of a student onto the unit member's site when that student has been a discipline transfer, an expulsion transfer, and/or has previously caused harm to others and may be dangerous or abusive to the unit member or fellow students.
 - 16.1.3.1 Such notification shall occur as soon as practicable after the student is enrolled and shall be in writing or via electronic communication.
- 16.1.4 Whenever a unit member is attacked, assaulted or threatened in connection with his/her employment on school property, the unit member shall immediately report the incident to the principal or designee. The principal or designee shall file a District Incident Report with the

appropriate law enforcement agency. A copy of the District Incident Report shall be provided to the unit member.

16.1.5 Conditions of indoor air quality shall be handled as an issue of work space safety as outlined in 16.1.2.

16.1.5.1 Testing for such concerns shall be conducted within the prescribed time frame.

16.1.5.2 Results of such testing shall be provided to the unit member in writing at the same time it is provided to the site administrator or within 5 working days of receipt by District personnel, whichever is shorter.

16.1.5.3 Follow up testing of the same working space within 12 months will be at the discretion of the district.

16.2 Work Space

16.2.1 The District shall make necessary provisions to ensure that all unit members have dedicated office space to be used specifically for the purposes of completing unit member job duties.

16.3 Materials

16.3.1 District shall make available to all unit members up-to-date equipment that enables them to fulfill all job responsibilities at an acceptable standard.

16.3.2 District shall ensure that equipment is fully operational and up to date by replacing equipment on a rotational basis as outlined by district technology policy.

16.3.3 District shall ensure that unit members are provided up to date assessment and counseling materials according to the NASP best practices model.

16.3.4 District shall ensure that all unit members have access to a working high speed multifunction printer/copier/scanner with universal print capabilities within reasonable proximity of their primary work area.

ARTICLE 17
CONCERTED ACTIVITIES

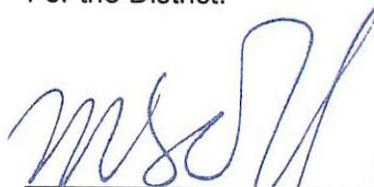
- 17.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing on property owned or operated by the District or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association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

ARTICLE 18
FULL UNDERSTANDING

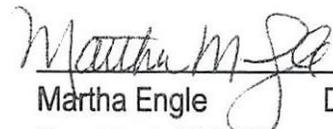
- 18.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- 18.2 During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the Board of Education of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

SIGNATURES

For the District:

 3.18.24
Michele Doll Date
Assistant Superintendent, Personnel Services

For the Association:

 3/18/24
Martha Engle Date
President, CVASP

APPENDIX A

SALARIES

Salary Schedule A
School Psychologists
Effective July 1, 2023
 Monthly

Step	School Psychologist Monthly	Bilingual School Psychologist Monthly	Board Certified Behavior Analyst Monthly
1	\$9,773.91	\$10,023.91	\$10,097.12
2	\$10,120.97	\$10,370.97	\$10,455.66
3	\$10,477.47	\$10,727.47	\$10,823.94
4	\$10,849.02	\$11,099.02	\$11,207.78
*5	\$11,230.07	\$11,480.07	\$11,601.44
8	\$11,496.19	\$11,746.19	\$11,876.35
10	\$11,786.65	\$12,036.65	\$12,176.42

*A maximum of four years' experience at a level comparable to the position sought will be recognized. This could result in initial placement on the fifth step.

Longevity Pay

Longevity pay shall apply only to unit members who have had service in the Covina-Valley Unified School District and its predecessors, the Covina School District, and/or the Covina Union High School District. Longevity pay will only be for regular assignments; summer school and all extra pay assignments are excluded.

Longevity pay shall be applied as follows (D-5):

At the beginning of the:	
15th year	\$288.88
20th year	\$425.92
25th year	\$559.25
30th year	\$697.51
35th year	\$833.31

Additional Assignment Pay

All extra hours or assignments require administrator approval prior to doing the work or they will not be paid. All summer, hourly, or replacement services will be compensated at their current daily rate of pay, prorated hourly.

Salary Schedule A
School Psychologists
Effective July 1, 2023
 Annual

Step	School Psychologist Annual	Bilingual School Psychologist Annual	Board Certified Behavior Analyst Annual
1	\$107,513.01	\$110,263.01	\$111,068.32
2	\$111,330.67	\$114,080.67	\$115,012.26
3	\$115,252.17	\$118,002.17	\$119,063.34
4	\$119,339.22	\$122,089.22	\$123,285.58
*5	\$123,530.77	\$126,280.77	\$127,615.84
8	\$126,458.09	\$129,208.09	\$130,639.85
10	\$129,653.15	\$132,403.15	\$133,940.62

*A maximum of four years experience at a level comparable to the position sought will be recognized. This could result in initial placement on the fifth step.

Longevity Pay

Longevity pay shall apply only to unit members who have had service in the Covina-Valley Unified School District and its predecessors, the Covina School District, and/or the Covina Union High School District. Longevity pay will only be for regular assignments; summer school and all extra pay assignments are excluded.

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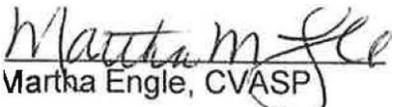
**APPENDIX B
MEMORANDUM
OF
UNDERSTANDING
DUES**

MEMORANDUM OF UNDERSTANDING
BETWEEN
COVINA VALLEY ASSOCIATION OF SCHOOL PSYCHOLOGISTS
AND
COVINA-VALLEY UNIFIED SCHOOL DISTRICT
REGARDING
ASSOCIATION DUES

Whereas Covina-Valley Unified School District (CVUSD) and the Covina Valley Association of School Psychologists (CVASP) have entered into negotiation of a full contract; and

Whereas CVASP unit members are required to pay dues;

Now Therefore, CVASP unit members will pay \$50 monthly for ten (10) months, such payments to begin with the March 1, 2017, pay warrant. Any member who works less than a full-time assignment will pay a pro-rated amount.


Martha Engle, CVASP

Date

**APPENDIX C
MEMORANDUM
OF
UNDERSTANDING
SALARIES**

MEMORANDUM OF UNDERSTANDING
BETWEEN
COVINA VALLEY ASSOCIATION OF SCHOOL PSYCHOLOGISTS
AND
COVINA-VALLEY UNIFIED SCHOOL DISTRICT
REGARDING
SALARIES

In order to ensure consistency, Covina-Valley Association of School Psychologists and Covina-Valley Unified School District agree to the following:

In the event any other employee group receives a compensation package in excess of that provided to CVASP, the District shall meet with CVASP to determine the percentage increase the other units received and by what means the percentage increase will be allocated to the CVASP salary schedule. CVASP will receive no more than the same percentage increase than any other group.

Martha Engle, CVASP

Michele Doll, District

Date

9/22/17

Date

9.22.17

**APPENDIX D
MEMORANDUM
OF
UNDERSTANDING
RATIOS/CASE
CARRIER**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COVINA-VALLEY UNIFIED SCHOOL DISTRICT
AND THE COVINA-VALLEY ASSOCIATION OF SCHOOL PSYCHOLOGISTS
CONCERNING STUDENT-PSYCHOLOGIST RATIOS AND STAFFING

WHEREAS, the Covina-Valley Unified School District ("District") and the Covina-Valley Association of School Psychologists ("CVASP") are parties to a collective bargaining agreement ("Agreement") that establishes terms and conditions of employment for unit members; and

WHEREAS, the District is currently meeting and negotiating with both CVASP and the Covina Unified Education Association ("CUEA") concerning, among other items, special education case carrier status; and

WHEREAS, the District has proposed to CVASP that school psychologists no longer act as special education case carriers beginning on July 1, 2024, contingent on CUEA agreeing that its bargaining unit members will become special education case carriers on July 1, 2024; and

WHEREAS, CVASP has raised concerns over reductions in staffing levels should it agree to no longer act as case carrier beginning on July 1, 2024; and

WHEREAS, the parties desire to provide a solution to CVASP's concerns.

NOW, THEREFORE, the parties agree as follows:

1. That the foregoing recitals are true and correct.
2. Contingent on CVASP agreeing that school psychologists will no longer act as special education case carriers beginning on July 1, 2024 under the Agreement, and further contingent on CUEA agreeing its bargaining unit members will become special education case carriers on July 1, 2024 in the collective bargaining agreement between CUEA and the District, the District agrees not to reduce the current amount of full-time equivalent school psychologists (i.e. 14.5 full-time equivalent positions) for a period of five (5) years from the date the parties execute this Memorandum of Understanding.
3. Should all of the contingencies identified in Paragraph 2 fail to materialize, then all of the provisions in this Memorandum of Understanding will be of no force and effect.
4. This Memorandum of Understanding expires under its own terms on the fifth anniversary of the date the parties execute this Memorandum of Understanding, unless mutually shortened or extended in writing by the parties.

5. This Memorandum of Understanding shall not affect any provision of the Agreement, nor shall any other subject or matter covered by the Agreement become open to negotiation as a result of this Memorandum of Understanding.
6. This Memorandum of Understanding shall not establish a precedent for negotiation of any other policy or subject.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

Dr. Michele Doll
Assistant Superintendent
Personnel Services

March 30, 2022
Date

COVINA-VALLEY ASSOCIATION OF
SCHOOL PSYCHOLOGISTS

By: Matthew M. Gle

APPENDIX E

GRIEVANCE FORM

**APPENDIX F
RUBRIC
AND
PERFORMANCE
EVALUATION FORM**

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST PERFORMANCE EVALAUTION RUBRIC**

Part 1: PRACTICES THAT PERMEATE ALL ASPECTS OF SERVICES DELIVERY

STANDARD 1: DATA BASED DECISION MAKING AND ACCOUNTABIITY

Demonstrates knowledge of varied models and methods of assessment and data collection that identify strengths and needs.

Standard 1 – Data Based Decision Making and Accountability				
Performance Indicator	Exemplary	Effective Expected Level of Performance	Developing Needs Improvement	Unsatisfactory
1A: The SP demonstrates knowledge and skill in selecting and administering appropriate psychological instruments in order to address referral concerns and to make program recommendations.	The SP continually uses a wide range of instruments appropriately and effectively to address referral concerns, to make recommendations, and to address recommended eligibility components.	The SP consistently selects and adequate number of instruments to address referral concerns, to make recommendations, and to address recommended eligibility components.	The SP inconsistently selects appropriate instruments to address referral concerns, to make recommendations, and to address recommended eligibility components.	The SP does not select/administer appropriate instruments to address referral concern and to address recommended eligibility recommendations.
1B: The SP data collection and expertise helps to inform data-based practices and decisions that may help academic, social-emotional, behavioral interventions at their school site/assessments.	The SP continually integrates data from home, school, classroom, and community sources when making recommendations.	The SP consistently integrates data from information from multiple contexts (home, school) when making recommendations.	The SP inconsistently integrates information from multiple sources to draw conclusions or to make recommendations.	The SP does not integrate data from multiple sources into reports or recommendations.
1C: The SP communicates results of assessments in a clear and timely manner.	The SP continually demonstrates proficiency in explaining assessment findings to a variety of audiences in a clear and straightforward manner.	The SP consistently demonstrates the ability to clearly and effectively communicate assessment results to a variety of audiences in a clear and straightforward manner.	The SP inconsistently demonstrates the ability to communicate assessment results to parents/school staff in a clear and understandable manner.	The SP does not communicate results of the evaluation to relevant stakeholders.
Possible artifacts that may be used as evidence of performance on the standard: Supervisor review of reports, observation of parent feedback meetings, observation of school meetings.				

STANDARD 2: CONSULTATION AND COLLABORATION

School psychologists utilize their knowledge of school-wide practices to promote learning as well as consultation and collaboration to assist staff in creating and maintaining effective learning environments.

Standard 2 – Consultation and Collaboration				
Performance Indicator	Exemplary	Effective Expected Level of Performance	Developing Needs Improvement	Unsatisfactory
2A: The SP demonstrates knowledge of a variety of consultation models and integrates these skills into their practice.	The SP continually demonstrates skill initiating consultations with a variety of school system and community groups, as well as with families served.	The SP consistently demonstrates adequate knowledge and skill when consulting with others in his/her schools and when interfacing with other departments in the district.	The SP inconsistently demonstrates knowledge/skills related to consultation within assigned schools.	The SP does not demonstrate adequate consultation skills to assist stakeholders at assigned schools.
2B: The SP demonstrates effective communication/collaborative skills with individuals, schools, and across the district.	The SP continually demonstrates effective communication practices (written/oral) that lead to collaborative relationships that assist students/schools and benefit Personnel Service Departments as a whole.	The SP consistently demonstrates effective communication and collaboration with individuals, school staff, and district personnel throughout the school year.	The SP inconsistently demonstrates effective communication and collaboration with individuals, school staff, and district personnel as needed.	The SP does not demonstrate effective communication with individuals, school staff, or when interfacing with other system employees.
2C: The SP using consultation and collaboration when working at the individual, classroom, school, or systems levels.	The SP continually attends, participates, and takes on leadership roles in supervision and supports provided by the department and implements strategies and recommendations as needed to assist with effectively serving students/schools.	The SP consistently attends and participates in supervision and supports provided by the department and implements strategies and recommendations as needed to assist with effectively serving students/schools.	The SP inconsistently attends and participates in supervision and supports provided by the department and implements strategies and recommendations as needed to assist with effectively serving students/schools.	The SP does not attend, does not participate in supervision, or does not access supports provided by the department.
Possible artifacts that may be used as evidence of performance on the standard: Attendance logs, reports (referencing consultation), weekly summary.				

Part 2: DIRECT AND INDIRECT SERVICES FOR CHILDREN, FAMILIES, AND SCHOOLS: STUDENT LEVEL SERVICES

STANDARD 3: INTERVENTION AND INSTRUCTIONAL SUPPORT TO DEVELOP ACADEMIC SKILLS

School psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies.

Standard 3 – Intervention and Instructional Support to Develop Academic Skills				
Performance Indicator	Exemplary	Effective Expected Level of Performance	Developing Needs Improvement	Unsatisfactory
3A: The SP actively assists individuals and teams (RTI, IEP) with developing evidence-based intervention to assist student learning needs.	The SP continually demonstrates a high level of proficiency regarding current academic interventions and shares that information with school and district staff to assist with developing appropriate interventions for students. The SP demonstrates in depth knowledge of interventions for a variety of student populations.	The SP consistently demonstrates knowledge of academic interventions to assist RTI and IEP teams with developing appropriate, researched-based interventions to facilitate student achievement.	The SP inconsistently demonstrates knowledge of academic interventions to assist RTI and IEP teams with developing appropriate, researched-based interventions to facilitate student achievement.	The SP does not demonstrate knowledge of academic interventions to assist RTI and IEP teams with developing appropriate, researched-based interventions to facilitate student achievement.
3B: The SP data communicates appropriate instructional supports through written and oral means to assist student growth in learning.	The SP continually provides direct supports to teachers and students to assist with improving student learning.	The SP consistently participates in problem solving meetings to assist staff/parents with determining appropriate instructional supports to facilitate student learning.	The SP inconsistently participates in problem solving meetings to assist staff/parents with determining appropriate instructional supports to facilitate student growth.	The SP does not participate in problem solving meetings to assist staff/parents with determining appropriate instructional supports to facilitate student growth.
3C: The SP assists schools with matching programs in place with student needs to provide appropriate interventions.	The SP continually locates and recommends resources within the district to assist student access to interventions and assists schools with obtaining resources in the community.	The SP consistently works within assigned schools to match student needs with programs and resources available.	The SP inconsistently works within assigned schools to match student needs with programs and resources available.	The SP does not assist schools with identifying student needs with programs and resources available.
Possible artifacts that may be used as evidence of performance on the standard: Psycho-educational Evaluations, review of RTI minutes, information from schools, observations.				

Part 3: SYSTEMS-LEVEL SERVICES

STANDARD 4: PREVENTATIVE AND RESPONSIVE SERVICES

School psychologists have knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response.

Standard 4 – Preventative and Responsive Services				
Performance Indicator	Exemplary	Effective Expected Level of Performance	Developing Needs Improvement	Unsatisfactory
4A: The SP uses knowledge of risk and protective factors to address problems such as school completion, truancy, bullying, youth suicide, and school violence.	The SP continually demonstrates a breadth of knowledge regarding social and behavioral skills expected across developmental ranges and uses that knowledge to facilitate school, district, and family preventive and intervention programs to support student growth.	The SP consistently demonstrates knowledge of interventions relevant to the development of social and life skills. The SP provides effective evidenced-based strategies for effective crisis response.	The SP inconsistently demonstrates knowledge of social, behavioral, and life skills interventions and effective crisis response to assist school teams and families.	The SP does not demonstrate adequate knowledge to assist school teams and families with developing preventive and interventions to address social, behavioral, and life skills and effective crisis response.
4B: The SP develops, implements, and evaluates preventive and intervention programs that address precursors to server learning and behavioral problems.	The SP continually demonstrates advanced knowledge of appropriate behavioral and other resources and assists families in obtaining access to appropriate referrals.	The SP consistently demonstrates knowledge of community resources and facilitates referrals to appropriate behavioral and health care resources.	The SP demonstrates limited knowledge of community resources and inconsistently facilities referrals to appropriate providers.	The SP does not demonstrate knowledge of community resources and does not facilitate access to referral sources.
4C: The SP demonstrates capacity to assist individuals, schools, and the district with responding to a variety of crisis situations and to address barriers to recovery after such events.	The SP continually seeks out opportunities for training and participation in programs that support students, schools, and the district in responding to a variety of crisis scenarios at the individual, school, district, community, and national level.	The SP consistently maintains knowledge of various principals related to crisis intervention and seeks to assist schools an individual in crisis at the local level (death, natural disasters, community tragedies, etc.).	The SP inconsistently demonstrates knowledge of various principals related to crisis intervention and inconsistently assists schools and individuals in crisis at the local level (death, natural disasters, community tragedies, etc.).	The SP does not demonstrate knowledge of principals related to crisis intervention and does not seek to assist schools and individuals in crisis at the local level (death, natural disasters, community tragedies, etc.).
Possible artifacts that may be used as evidence of performance on the standard: Participation in crisis response training/team, observations, Psycho-educational Evaluations, information from school-based staff.				

STANDARD 5: RESEARCH AND PROGRAM EVALUATION

School psychologists have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied settings.

STANDARD 5: Research and Program Evaluation				
Performance Indicator	Exemplary	Effective Expected Level of Performance	Developing Needs Improvement	Unsatisfactory
5A: Using research findings as the foundation for effective service delivery.	The SP continually uses a wide range provides leadership to the district, department, as well as to students and families focusing on research findings for effective services.	The SP consistently uses research data to provide competent services to students, families and schools serviced in order to make appropriate recommendations for services.	The SP inconsistently uses research data to provide competent services to students, families and schools as demonstrated by inconsistent or narrow understanding of the roles such factors play in learning.	The SP demonstrates a lack of understanding regarding the impact of research findings or ignores the potential impact of these factors when working with students/families.
5B: The SP facilitating effective communication and collaboration among families, teachers, community providers, and others.	The SP continually demonstrates positive communication and collaborative efforts to improve student learning using a strength based perspective within his/her schools, the department, and across the district.	The SP consistently demonstrates positive communication and collaborative efforts to improve student learning using a strength based perspective within his/her schools, and with students and families served.	The SP inconsistently demonstrates communication and collaborative efforts that address individual differences to enhance student learning.	The SP does not effectively communicate and collaborate with others to enhance student learning.
5C: The SP uses consultation and collaboration when working at the individual, classroom, school, or systems levels.	The SP continually demonstrates knowledge of consultation and collaboration when making recommendations.	The SP consistently demonstrates knowledge of departmental procedures and data collection and adheres to these guidelines when conducting evaluations, when providing written reports, and when making recommendations.	The SP inconsistently demonstrates knowledge of departmental procedures and does not consistently adhere to these guidelines/data collections when conducting evaluations, when providing written reports, and when making recommendations.	The SP does not demonstrate knowledge of departmental procedures/guidelines /data collection when conducting evaluations as reflected in written reports.
Possible artifacts that may be used as evidence of performance on the standard: Observation of RTI meetings, review of Psycho-educational Evaluations, weekly summary (documentation of consultation), participation in staff development opportunities (as available).				

STANDARD 6: LEGAL, ETHICAL, AND PROFESSIONAL PRACTICE

School psychologists have knowledge of the history and foundations of school psychology, multiple service models and methods, ethical, legal, and professional standards, and other factor related to professional identity and effective practice as a school psychologist.

Standard 6 – Legal, Ethical, and Professional Practice				
Performance Indicator	Exemplary	Effective Expected Level of Performance	Developing Needs Improvement	Unsatisfactory
6A: The SP has knowledge about ethical and professional standards and legal regulations.	The SP continually demonstrates a high standard of ethical, level of skills and knowledge related to ethical issues, such that he/she is a role model for peers. The SP is knowledgeable of and adheres to established standards of practice in accordance with NASP.	The SP consistently demonstrates knowledge of and adheres to established ethical practice guidelines.	The SP demonstrates limited awareness of ethical, legal, and professional standards related to professional practice.	The SP demonstrates actions that indicate lack of awareness of ethical standards of practice or are in violation of one or more ethical standards.
6B: The SP assists administrators, other school personnel, and parents in understanding regulations relevant to general and special education.	The SP continually demonstrates a commitment to updating skills as needed through peer consultation, observation, and trainings and assumes a leadership role with colleagues.	The SP consistently adheres to standardized administration procedures and is punctual and actively participates in district meetings. Maintains positive and productive relationships with colleagues.	The SP inconsistently demonstrates adherence to standardized administration guidelines, or often is late or does not contribute to meetings. SP's relationships with colleagues is cordial.	The SP does not consistently attend required school and required district meetings. SP's relationship with colleagues are negative or unprofessional.
6C: The SP demonstrates active quest for increasing knowledge and skills that advance school psychologists in their theoretical daily practice.	The SP provides a leadership role in seeking out professional development opportunities for increasing knowledge of best practices and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.	The SP seeks out opportunities for professional development based on an individual assessment of needs.	The SP participation in professional development activities is limited to those that are convenient or required.	The SP does not participate in professional development activities, even when such activities are recommended by supervisor(s) for the development of skills.
Possible artifacts that may be used as evidence of performance on the standard: Attendance sheets from meetings, weekly summary documentation, Psycho-educational Reports (referencing consultation), peer review, supervisor review/feedback, participation in difficult case consultation.				



School Psychologist Performance Evaluation

School Psychologist: _____

School/Location: _____

Evaluator: _____

Evaluation Year: _____

Please check one:

Probationary (Year 1): _____

Probationary (Year 2): _____

Permanent: _____

_____ **This employee qualifies for the 5-year Evaluation cycle**

Employee's Signature: _____ **Date:** _____

Supervisor's Signature: _____ **Date:** _____

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION**

PART 1: PRACTICES THAT PERMEATE ALL ASPECTS OF SERVICES DELIVERY

STANDARD 1: DATA BASED DECISION MAKING, AND ACCOUNTABILITY

Demonstrates knowledge of varied models and methods of assessment and data collection that identify strengths and needs.

Element 1A: Appropriate Assessment

Utilizes appropriate assessment and data collection methods appropriate for referral

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Element 1B: Contributes to Assessment & Progress Monitoring

Data Collection and expertise helps to inform data-based practices and decisions that may help academic, social-emotional, behavioral interventions at their school site/assessments.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Element 1C: Conducts Special Education Evaluations in a timely manner

Conducts special education evaluations to inform eligibility, service, and programming decisions in a clear and timely manner.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Goals

Reflection

Narrative

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION**

STANDARD 2: CONSULTATION & COLLABORATION

School Psychologist utilizes their knowledge of school-wide practices to promote learning as well as consultation and collaboration to assist staff in creating and maintaining effective learning environments.

Element 2A: Use of Consultation Models

School Psychologist demonstrates knowledge of a variety of consultation models and integrates these skills into their practice.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Element 2B: Communication and Collaboration

Facilitating effective communication and collaboration among families, teachers, community providers, and others.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Element 2C: Consultation and Collaboration

Using consultation and collaboration when working at the individual, classroom, school, or systems levels.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Goals

Reflection

Narrative

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION**

**PART 2: DIRECT AND INDIRECT SERVICES FOR CHILDREN, FAMILIES, AND SCHOOLS:
STUDENT LEVEL SERVICES**

STANDARD 3: Intervention and Instructional Support to Develop Academic Skills

School Psychologist has knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies.

Element 3A: Evidence-Based Intervention

Implementing evidence-based interventions to improve student engagement and learning.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Element 3B: Communication to all Stake Holders

School Psychologist communicates appropriate instructional supports through written and oral means to assist student growth in learning.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Element 3C: Use of Instructional Strategies & Interventions

School Psychologist assists schools with matching programs in place with student needs to provide appropriate interventions.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Goals

Reflection

Narrative

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION**

PART 3: SYSTEMS-LEVEL SERVICES

STANDARD 4: Preventive and Responsive Services

School Psychologist has knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response.

Element 4A: Use of Risk and Protective Factors

Using knowledge of risk and protective factors to address problems such as school completion, truancy, bullying, youth suicide, and school violence.

- Exemplary Effective Developing Needs Improvement Unsatisfactory

Element 4B: Preventive and Intervention Programs

Developing, implementing, and evaluating prevention and intervention programs that address precursors to server learning and behavioral problems.

- Exemplary Effective Developing Needs Improvement Unsatisfactory

Element 4C: School Crisis Prevention and Response

School Psychologist demonstrates capacity to assist individuals, schools and the district with responding to a variety of crisis situations and to address barriers to recovery after such events.

- Exemplary Effective Developing Needs Improvement Unsatisfactory

Goals

Reflection

Narrative

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION**

PART 4: FOUNDATIONS OF SCHOOL PSYCHOLOGICAL SERVICES DELIVERY

STANDARD 5: Research and Program Evaluation

School Psychologist has knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied settings.

Standard 5A: Use of Research

Using research findings as the foundation for effective service delivery.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Standard 5B: Use of Techniques of Data Collection

Using techniques of data collection to evaluate services at the individual, group, and systems levels.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Standard 5C: Data Collection and Application of Evidence-Based Intervention

Assisting teachers in collecting meaningful student data and applying knowledge of evidence-based interventions to evaluate the fidelity and effectiveness of school based intervention plans.

- Exemplary Effective Developing Unsatisfactory
Needs Improvement

Goals

Reflection

Narrative

COVINA-VALLEY UNIFIED SCHOOL DISTRICT SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION

STANDARD 6: Legal, Ethical, and Professional Practice

School Psychologist has knowledge of the history and foundations of school Psychologist; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school Psychologist.

Element 6A: Knowledge of Ethical and Professional Standards

School Psychologist has knowledgeable about ethical and professional standards, and legal regulations.

- Exemplary** **Effective** **Developing** **Unsatisfactory**
Needs Improvement

Element 6B: Professional Influence

Assisting administrators, other school personnel, and parents in understanding regulations relevant to general and special education.

- Exemplary** **Effective** **Developing** **Unsatisfactory**
Needs Improvement

Element 6C: Commitment Personal/Professional Growth

Demonstrates active quest for increasing knowledge and skills that advance school Psychologist in their theoretical daily practice.

- Exemplary** **Effective** **Developing** **Unsatisfactory**
Needs Improvement

Goals

Reflection

Narrative

School Psychologist Performance Evaluation Process/Timeline

The site administrator will review the Performance Evaluation Process/Timeline with Temporary, Probationary, and Permanent unit members that are to be evaluated that year no later than September 15th.

September 16 – October 15, The unit member and site administrator will meet and confer regarding which standards will be the focus of the evaluation. Unit members will bring the Psychologist Evaluation Planning Conference Form and determine which goals the unit member shall be evaluated on pursuant to article 9.8.

Temporary and Probationary Unit Members

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

December 15, The unit member and the site administrator will meet by this date for the first formal evaluation meeting. Administrators will bring the completed “School Psychologist Performance Evaluation” form to the meeting.

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

April 25, The unit member and site administrator will meet by this date for the formal evaluation meeting. Administrators will bring the completed “School Psychologist Performance Evaluation” form to the meeting.

Permanent Unit Members

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

April 25, The unit member and the site administrator will meet by this date for the first formal evaluation meeting. Administrators will bring the completed “School Psychologist Performance Evaluation” form to the meeting.

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

Appendix F



**Covina-Valley Unified School District
School Psychologist
Evaluation Planning Conference Form**

Psychologist Name: _____ School Site: _____

School Year: _____ Grade Level _____

Status: _____

Please check one or more boxes of standards to be evaluated

School Psychologist Performance Evaluation Rubric

- Standard 1: Data Based Decision Making, and Accountability
- Standard 2: Consultation & Collaboration
- Standard 3: Intervention and Instructional Support to Develop Academic Skills
- Standard 4: Preventative and Responsive Services
- Standard 5: Research and Program Evaluation
- Standard 6: Legal, Ethical, and Professional Practice

Goals:

Standard # _____

Standard # _____

Standard # _____

By my signature, I acknowledge that I have received and read the above information.

Employee Signature

Date

Administrator Signature

Date



**Covina-Valley Unified School District
School Psychologist
Assistance Form**

This form is to be completed when a unit member is in danger of being removed from the 5-year evaluation cycle.

Please check one or more boxes when applicable

Specific Standard(s) of Required Improvement

- Standard 1: Data Based Decision Making, and Accountability
- Standard 2: Consultation & Collaboration
- Standard 3: Intervention and Instructional Support to Develop Academic Skills
- Standard 4: Preventative and Responsive Services
- Standard 5: Research and Program Evaluation
- Standard 6: Legal, Ethical, and Professional Practice

Areas of Concern

Suggestions/Assistance Provided for Improvement

By my signature, I acknowledge that I have met and received the assistance form.

Employee Signature

Date

Administrator Signature

Date



**Covina-Valley Unified School District
School Psychologist
Assistance Form**

- The employee will continue on the 5-Year Evaluation Cycle.
- The employee will be removed from the 5-Year Evaluation Cycle.

Employee Signature

Date

Administrator Signature

Date
