AGREEMENT

between the

CABRILLO UNIFIED SCHOOL DISTRICT

and the

CABRILLO UNIFIED TEACHERS' ASSOCIATION

2025-2026 THROUGH 2027-2028 SCHOOL YEARS

Pending CUTA Approval
Pending Board Approval

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APPENDICES

A Effective January 01, 2026, approved by the Governing Board on March 12, 2026, title 2025-2026 Co-Curricular and Special Assignment Salary Schedule Effective July 1, 2026, the District and CUTA agree update “Appendix B – Co-Curricular and Special Assignment Salary Schedule,” a copy which is enclosed.

B 2026-2027; 2027-2028 School Calendar

C Health Benefits For Certificated Employees

D COBRA—Answers to Your Most Commonly Asked Questions

E Notice of Certificated Vacancy

F Initial Conference Form

G Observation of Classroom Teaching

H Final Evaluation

I Evaluation Form for Cocurricular Personnel

J Board Policy No. 1312.1, Complaints Concerning District Employees

K Administrative Regulations No. 1312.1, Complaints Concerning School Personnel

L Site Leadership Team Bylaws

M MOU CUTA: CUSD (temporary appendices pending ratification by CUTA membership)

PREAMBLE

This contract is made and entered into this 12th day of March 2026 by and between the Governing Board of the Cabrillo Unified School District (hereinafter referred to as "the District") and the Cabrillo Unified Teachers' Association (hereinafter referred to as "the Association") -- a chapter of the California Teachers' Association/National Education Association -- pursuant to Chapter 10.7, sections 3540 through 3549 of the Government Code ("Act").

WITNESSETH

That the parties hereto have agreed as follows:

ARTICLE 1: RECOGNITION

The District recognizes the Association as exclusive representative for all certificated employees of the Board including regular and probationary and temporary teachers, nurses, project teachers, speech therapists, special education teachers, counselors and librarians, and excluding any management, confidential and supervisory employees, for the purpose of meeting and negotiating.

ARTICLE 2: COMPENSATION

2.1 Salary Schedule

2.1.1 Unit members in paid status as of July 1, 2025, shall receive a retroactive salary payment based upon the following:

2.1.1.1 Effective July 1, 2025, the Certificated Salary Schedule shall be modified, as follows: Step 1 shall be eliminated; Current Step 2 shall be the new Step 1; Longevity will begin at Step 11 rather than Step 12; and Longevity increments will now be at 14, 17, 20, 23 and 26.

2.1.1.2 Effective July 1, 2025, the Certificated Salary Schedule (as modified above) will be increased by 2.5%

2.1.2 Unit members in paid status as of July 1, 2026, shall receive payment based upon the following:

2.1.2.1Effective July 1, 2026, the Certificated Salary Schedule longevity increments shall be reduced to two-year increments.
(e.g., increments at Step 13, 15, 17, 19 and 21.)

2.1.2.2 Effective July 1, 2026, the Certificated Salary Schedule (as modified above) will be increased by 3%

2.1.3 Unit members in paid status as of July 1, 2027, shall receive payment based upon the following:

2.1.3.1 Effective July 1, 2027, the Certificated Salary Schedule shall be increased by 4%

2.1.3.2 Effective January 1, 2028, the Certificated Salary Schedule shall be increased by an additional 1%

2.1.4 Effective July 1, 2025, the Cocurricular and Special Assignments Salary Schedule, Masters Stipend, and per diem rate shall be increased by five percent (5.0%)

2.2 National Board Certification

2.2.1 Commencing with the 2005-2006 school year, unit members who provide written verification from the National Board for Professional Teaching Standards to the District by October 15 of attainment of National Board Certification shall receive an annual stipend equivalent to the master's stipend as provided in Appendix A. This October 15 deadline may be adjusted.

2.3 Cocurricular Pay Schedule

2.3.1 Posting for Vacancies

Bargaining unit members who perform cocurricular service shall be compensated for service rendered in accordance with Appendix B, which is attached to and incorporated into this Agreement. Compensation listed on the schedule shall be determined through the bargaining process. All cocurricular positions held by nonbargaining unit members shall be reopened on an annual basis. Bargaining unit members who apply for an open position shall be given first consideration. The administration shall

post all notices of cocurricular openings within the District. This posting shall include teacher bulletin boards, school bulletins where applicable, school site offices, and the District office. A copy shall be provided to the Association. The District shall indicate yearly which positions will not be funded for that school year.

2.3.2 Retention of Position

Bargaining unit members who hold a cocurricular position shall retain their positions unless they voluntarily relinquish the position, the position is no longer funded by the District, or their performance is deemed unsatisfactory. Unsatisfactory performance shall be communicated to the bargaining unit member on the Evaluation Form for Cocurricular Personnel at any time during the cocurricular activity (Appendix J).

2.4 Daily Rate

The daily rate is determined by dividing the annual salary by 185.

2.5 Pay Raises: The following changes are effective July 1, 2019.

2.5.1 Salary Schedule

All bargaining unit members in the unit shall be paid in accordance with the salary schedule contained in Appendix A.

2.5.2 Prior Experience (Salary Placement)

A maximum of eleven (11) year's prior credentialed experience shall be allowed for salary schedule placement effective prospectively for unit members initially employed commencing with the 2017-2018 school year. Credit for other appropriate experience may be granted by recommendation of the Superintendent and approved by the Governing Board.

2.5.3 Column Placement

Bargaining unit members shall be placed on the salary schedule in the appropriate classification and step according to the following:

2.5.3.1 Classification A

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, up to fifty-nine (59) semester units, or a Master's degree.

2.5.3.2 Classification B

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, sixty (60) semester units, or a Master's degree plus fifteen (15) semester units.

2.5.3.3 Classification C

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, seventy-five (75) semester units, or a Master's degree plus thirty (30) semester units.

2.5.3.4 Classification D

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, ninety (90) semester units, or a Master's degree plus forty-five (45) semester units.

2.5.4 Course Work Credit

Upper division and/or graduate academic units shall be those credits so designated on the transcript by the college, university, or institution from which the credits are earned. Any academic units used for salary determination shall be work related and apply to bargaining unit members in columns A, B, C, or D.

Units designated as continuing education units or earned through District sponsored workshops shall apply for salary determination to bargaining unit members moving into columns A, B, C, or D.Such units are limited to five (5) units for column A, eight (8) units for column B, twelve (12) units for column C, and fifteen (15) units for column D. Such units must be approved in advance by the Personnel Department and shall be work related. (Continuing Education Units became effective 7/1/87.)

The standard of credit for units under continuing education or District workshops shall be at least twelve (12) contact hours for one unit of credit.

2.5.5 Request for Classification Change

Bargaining unit members who qualify for a higher salary class placement must submit a written request on a District-initiated survey for the Classification change with evidence of qualification to the Superintendent no later than April 15 of the school year preceding the anticipated change of classification.

Bargaining unit members may alter their request until May 1 of the same year.

For the 2016-2017 school year only, bargaining unit members who qualify

for a higher salary class placement for the 2017-2018 school year must submit a written request on a District-initiated survey for the Classification change with evidence of qualification to the Superintendent or designee, no later than June 30, 2017.

Sufficient units of college credit to support the requested classification change must be complete transcripts received in the Personnel Department no later than October 15 of the new contract period. The bargaining unit members may submit other verification records (grade report, letter from instructor or college/university) which will be used until the official transcript is submitted. Official transcripts must be on file by the beginning of the second semester.

2.5.6 Credit for Experience (Column and Step Change)

2.5.6.1 Credit for Year of Experience For Salary Purposes

Bargaining unit members must work seventy-five (75) percent of the days (139 days) of a normal full year contract (185 days) in order to have that year count as a year of experience for salary purposes.

2.5.6.2 Step Advancement

After initial placement, bargaining unit members will be advanced by not more than one anniversary step for each year of service in the District.

2.5.6.3 Part-Time Employment

Part-time teachers will advance on the salary schedule when they have rendered a complete school year of service (defined as 75% of the number of days school is in session), based on a multiyear accumulation of days worked. (Example: 0.5 FTE will advance after two school years; 0.25 FTE will advance after three school years.)

2.6 Credit for Professional Preparation

Bargaining unit members shall be placed in the professional preparation classification in accordance with the units and/or degrees earned by October 1 of each contract year provided the provisions of section 2.5.5 of this contract are followed.

2.7 Additional Compensation

The following forms of additional compensation shall remain unchanged and become flat amounts subject to possible increases through future negotiations. 2017. Any relevant previous formulas formerly appearing beneath the salary schedule are eliminated.

2.7.1 Master's Degree Stipend: Bargaining unit members who hold an earned Master's Degree from an accredited college or university will receive additional compensation in the amount of $2,869 (see Appendix A.1).

2.7.2 National Board Certification Stipend: Bargaining unit members who have earned National Board Certification will receive additional compensation in the amount of $2,869 (see Appendix A.1).

2.7.3 Cocurricular and Special Assignment Salary Schedule shall be according to Appendix B (based on Appendix A.1).

2.7.4 Hourly Rate: The hourly rate shall be computed on the basis of Appendix A.10 ($60.82).

2.8 Eleven-Month Pay Plan

2.8.1 Commencing with the 2017-2018 school year, all full-year bargaining unit members are paid in eleven (11) monthly installments, August through June. They may elect to have their salary paid in twelve (12) monthly installments, August through July. To exercise the 12-month option, bargaining unit members must submit a signed written request to the Payroll Department no later than August 1.

2.8.2 Unit members whose first official date of paid service (i.e., after all necessary documents have been filed with the District) is after the date for submission of payroll to the County Office of Education shall receive their first paycheck on the pay day for the subsequent month. For example, if the payroll cutoff date is August 10, and the unit member's first official date of paid service is August 15, s/he would receive her/his first paycheck on September 30.

ARTICLE 3: HEALTH AND WELFARE BENEFITS

3.1 Health Insurance

3.1.1 Health and Welfare Benefits

For the 2012-13 Plan Year:

Status quo.

For the 2013-14 Plan Year:

a. Commencing with the 2013-14 school year (i.e., the benefit plan year on October 1, 2013), the District's maximum contribution toward medical benefits for the term of this Agreement (i.e., through the 2014-2015 plan year) shall not exceed premiums for the Kaiser High Plan offered through the District's health benefit carrier. Upon expiration of this Agreement, the provisions set forth for 2014-2015 below shall apply.

b. All other provisions of Article 3 shall remain status quo, except that section 3.1.1 (i.e., the $75/$100 employee contribution) shall be eliminated effective October 1, 2013.

For the 2014-15 Plan Year:

Status quo as described in 2013-2014 above, subject to the following: Upon expiration of this Agreement, effective with the plan year beginning October 1, 2015, the District's maximum contribution toward medical benefits shall not exceed premiums for the high plan of the lowest cost provider offered through the District's health benefit carrier.

New Employees: Effective July 1, 2024, the maximum District contribution for health benefits for employees whose first date of paid service is on or after July 1, 2011 shall be equal to the annual cost of coverage for the employee only of the high plan of the lowest cost provider on a pro rata basis per FTE.

a. New employees may elect to contribute out of pocket through monthly (12 months) automatic payroll deduction if they wish to purchase coverage beyond the employee only level.

b. The definition of "new employees" as used herein excludes unit members who were employed during the 2009-2010 school year who were laid off at the end of that year, or in any subsequent year, if such employee(s) are rehired within the statutory 39 month reemployment period.

c. Effective July 1, 2025, the District shall contribute $200 per month to those unit members whose first date of paid service is on or after July 1, 2011, and who elect the Employee + 1 or full family plan. Unit members who elect the low plan (Employee + 1 or full family) of the lowest cost provider shall have the difference between the employee-only high plan and the employee-only low plan of the lowest cost provider be applied towards the cost of the Employee + 1 or full family plan.

d. Effective July 1, 2026, the District shall contribute $300 per month to those unit members whose first date of paid service is on or after July 1, 2011, and who elect the Employee + 1 or full family plan. Unit members who elect the low plan (Employee + 1 or full family) of the lowest cost provider shall have the difference between the employee-only high plan and the employee-only low plan of the lowest cost provider be applied towards the cost of the Employee + 1 or full family plan.

e. Effective January 1, 2028, the District shall contribute $400 per month to those unit members whose first date of paid service is on or after July 1, 2011, and who elect the Employee + 1 or full family plan. Unit members who elect the low plan (Employee + 1 or full family) of the lowest cost provider shall have the difference between the employee-only high plan and the employee-only low plan of the lowest cost provider be applied towards the cost of the Employee + 1 or full family plan.

The District will establish an IRC 125 plan for those employees who desire to utilize it to pay for the remaining health coverage costs.

Cash in-Lieu: The cash in-lieu established July 1, 2007, is $193.00. The increase in cash in-lieu is calculated on the annual percentage of compensation increase. Those teachers employed after July 1, 2003 will not be eligible for the cash in-lieu option.

Proof of coverage must be received by the Personnel Department no later than 4:00 p.m., September 10. Proof of coverage must be in the form of an official letterhead correspondence from the medical provider or the employer providing the medical coverage. Proof of coverage must be provided annually.

3.1.2 Coverage While Ill

Bargaining unit members who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed twelve (12) months following exhaustion of said leaves, provided they remain employees of the District during that time.

3.1.3 Coverage While On leave

Bargaining unit members on Board-approved unpaid leaves of absence shall have the option to continue to receive health insurance coverage for themselves and their dependents for the period of their leaves and shall reimburse the District for such costs.

3.2 Dental Insurance Plan

A dental plan through Delta Dental Plan of California shall be provided by the District for all bargaining unit members and their dependents. The plan will be fully paid by the District for full-time employees only. For part-time employees hired new to the District, effective July 1, 1991, dental benefits shall be prorated to the employee's FTE. All employees must participate in the dental plan.

The same level of coverage shall be maintained; however, if carrier requirements and limitations are changed, the District shall immediately provide the Association with pertinent documentation and the District and the Association will enter into negotiations to agree upon an alternative plan.

As a result of 1996-97 negotiations, the level of coverage is as provided by the Delta Dental DPO Plan Option.

3.3 Vision Care Plan

The District shall provide all bargaining unit members and their dependents with a vision plan through Vision Service Plan. The plan will be fully paid by the District for full-time employees only. For part-time employees hired new to the District, effective July 1, 1991 vision benefits shall be prorated to the employee's FTE. All employees must participate in the vision plan.

3.4 Annuities - Credit Union

Bargaining unit members may participate in the tax-sheltered annuity of their choice with the District providing payroll deductions for this purpose. The District shall also honor written assignments of salary deductions to the Association's credit union.

3.5 Cost Increase

Any increase in coverage costs beginning July 1, 1991 shall be paid by the District and shall be included in the negotiated "total compensation" package, that is, salary schedule and Article 3.

3.5.1 Cost Containment

CUTA and the District will explore all medical plans available to improve coverage while containing costs.

3.6 Duration of Benefits

3.6.1 Benefits for Bargaining Unit Members Paid for by the District

3.6.1.1 If a certificated employee completes a full contract year of the school year, the employee's benefits continue from the date of eligibility for a full 12 months.

3.6.1.2 If a certificated employee is hired for less than a full-year of the contracted school year, the employee is entitled to prorated health benefits from the date of eligibility as the worked days bear to a full contracted year.

3.6.2 Benefits for Terminated Bargaining Unit Members Paid for by the Terminated Employee

The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a bargaining unit member's employment terminate during the school year, he/she shall be entitled to continue coverage under the health and dental plans as provided under COBRA (see Appendix E.2). Vision Service Plan is not provided under COBRA.

3.6.3 Hold Harmless Clause

The District and the Association shall be held harmless for any liability arising from carrier-initiated cancellation or loss suffered by any bargaining unit member taking part in any annuity or salary protection program.

ARTICLE 4: LEAVES OF ABSENCE

4.1 Personal Illness and Injury Leave

4.1.1 Entitlement

The District's personal illness and injury leave entitlement shall not exceed one (1) day for each eighteen (18) contract days, up to a maximum of ten (10) days per year. The full entitlement shall be available for use beginning on the bargaining unit member's second day of service on the current contract. In a case where a unit member fails to work a full contract year, the number of sick leave days granted shall be based upon the eighteen (18) contract days accrual.

Commencing with the 2005-2006 school year, employees who are assigned to and work a 7/6 schedule on an ongoing basis (not less than a semester) will get paid for sick leave based on the pay rate of the 7/6 schedule. If the employee returns to a 6/6 schedule, the employee will get paid for sick leave based on the pay rate of the 6/6 schedule for all accrued sick leave days. The same approach shall be applied to a 6/5 schedule.

4.1.2 Verification of Illness

Bargaining unit members may be required to secure verification of illness or injury from a health practitioner licensed by the State when using personal illness and injury leave for more than two (2) consecutive days. When more than ten percent (10%) of the bargaining unit members at a school site are absent due to personal illness or injury on any day or number of days, those bargaining unit members using personal illness and injury leave shall, upon request by the District, be required to secure verification of each day's illness or injury from a health practitioner licensed by the State. The extent and nature of the request and verification may vary according to the needs as determined by the District.

4.1.3 Accumulated Sick Leave

The District shall provide a bargaining unit member upon written request, with a written statement of (a) his accumulated sick leave total, and (b) his sick leave entitlement for the school year. Such statements shall be provided within thirty (30) days after the written request is made.

4.1.4 Notification Requirements

Bargaining unit members shall contact the District not less than ninety (90) minutes prior to the beginning of the school day on the first day of leave and shall notify the building principal/site administrator no later than 1:30 p.m. of their intent to return the next day, unless the next day is a

holiday or weekend. Failure to so notify the building principal/site administrator may result in continuation of the substitute teacher's services in which case the cost of the individual's substitute pay shall be deducted from the unit member's monthly salary.

4.1.5 Use of Accumulated Sick Leave for Family Illness

Unit members may use up to six (6) accumulated or available sick leave days to care for an ill child, parent or spouse as provided for by Section 233 of the California Labor Code. This is in addition to use of accumulated leave provided in Section 4.5.

4.2 Extended Sick Leave

4.2.1 Entitlement

Any bargaining unit member, after using her/his accumulated paid sick leave and who is still unable to work due to illness or injury, shall be entitled to extended sick leave subject to verification every three weeks from a health practitioner licensed by the State. Extended sick leave shall begin after all accumulated paid sick leave has been used and shall continue up to a period of up to five (5) months, or the number of days necessary for the leave to last until the end of the school year in which the leave began. The five (5) month period or number of days provided herein shall be counted during the teacher work year.

4.2.1.1 An employee shall not be provided more than one five-month period per illness or accident, except as provided in Section 4.2.1 above (i.e., to complete a leave to the end of the school year in which the leave began). However, if a school year terminates before a five-month extended leave is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

4.2.1.2 When an employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the period provided pursuant to Section 4.2.1, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the period provided pursuant to Section 4.2.1.

4.2.2 Pay While on Extended Sick Leave

During the period of extended sick leave, the bargaining unit member shall receive partial pay equal to the difference between his/her regular pay and the amount paid the substitute teacher. If no substitute is employed, the bargaining unit member shall receive partial pay equal to the difference between his/her regular pay and the amount derived by multiplying the short-term daily substitute rate by the number of working days absent.

4.3 Maternity and Parental Leave

4.3.1 General Requirements for Marternity and Pregnancy Disability

A bargaining unit member shall be entitled to use personal illness leave including extended sick leave as provided in sections 4.1.1 and 4.2.1 of this article for temporary disability due to pregnancy, miscarriage, abortion and recovery therefrom. Disability means that the bargaining unit member is medically unable to perform her regular duties. The length of the leave of absence, including the date on which the leave commences and the date on which the bargaining unit member shall resume duties, shall be determined by the unit member and her physician. Such leave shall not be used for child care.

4.3.2 Verification

The unit member shall submit the verification from her doctor upon the District's form, "Physician's Medical Verification Letter (Pregnancy Only)," obtainable from the Personnel Department, or a medical certification from her health care provider.

4.3.3 Parental Leave

During each school year, a unit member may utilize their personal illness leave for the purpose of parental leave (i.e., baby bonding) for a period of up to twelve (12) workweeks, subject to and in accordance with Education Code section 44977.5. Such leave may be used intermittently in periods of at least one (1) week at a time.

If a unit member has exhausted all personal illness leave and continues to be absent on account of parental leave, then for the remaining portion of the 12-workweek period, the unit member is entitled to the difference between his/her regular pay and the amount paid the substitute teacher. If no substitute is employed, the unit member shall receive partial pay equal to the difference between his/her regular pay and the amount derived by multiplying the short-term daily substitute rate by the number of working days absent.

4.3.4 Child Rearing Leave

A leave of absence without pay shall be granted for the purpose of raising her/his natural or adopted child. Such leave shall be for no more than twelve (12) months' duration. Child Rearing Leave shall be completed within twelve (12) months of the child's birth or adoption. Child Rearing Leave shall be deducted concurrently with Parental Leave under Article 4, section 4.3.3. (i.e., the balance of unpaid Child Rearing Leave shall be deducted by any Parental Leave taken under Article 4, section 4.3.3) The District and the unit member shall schedule the period of leave in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. An extension of the leave for up to an additional twelve (12) months may be granted upon request. Such extension shall not be denied in an arbitrary or capricious manner and reasons for denial shall be given to the bargaining unit member.

4.4 Personal Leave

4.4.1 General Provisions

Personal leave without pay, up to one school year, may be granted a bargaining unit member upon written request. Such leaves shall not be denied in an arbitrary or capricious manner and reasons for denial shall be given to the bargaining unit member.

4.4.2 Continued Rights

Personal leave is not to be regarded as a resignation. Such a bargaining unit member shall return to the next position on the salary schedule and such absence shall not result in forfeiture of tenure nor loss of time accrued toward tenure prior to the leave.

4.4.3 Benefits While on Leave

In accordance with COBRA, the bargaining unit member shall have the option to maintain his/her health benefits through the District's plan(s) (see Appendix E.1) at his/her own expense as provided in Article 3, Health and Welfare Benefits. Premiums to be prepaid by unit member 2 weeks prior to the premium due date.

4.4.4 Reinstatement After Leave

Following a year of personal leave, and unless the bargaining unit member agrees otherwise, the bargaining unit member shall be reinstated to a position similar to the position occupied at the time of the granting of the leave.

4.4.5 Notification of Return from Leave

For the life of this CUTA/CUSD contract, teachers currently on leave must declare their status for the next year by March 1.

The Personnel department will notify all teachers in writing (delivered personally or by registered/certified mail) by February 1st requesting their status.

Those teachers not formally declaring status by the appointed timeline may be released from the district at the next regularly scheduled meeting of the governing board.

4.5 Personal Necessity Leave

4.5.1 Purposes for Personal Necessity Leave

A bargaining unit member may elect to use annually up to ten (10) days of accumulated sick leave for the following purposes:

a. A serious illness of a member of her/his immediate family.

b. Attendance at the funeral of a close relative or friend not a member of the immediate family.

c. Accident involving the unit member's person or property, or the person or property of a member of her/his immediate family as defined in section 4.13.1 of this article. Such an accident would require the immediate attention of the bargaining unit member and present circumstances which she/he could not disregard, making it unreasonable to expect the unit member to perform her/his regularly assigned duties.

d. An illness of a member of the unit member's immediate family as defined above, serious in nature, which under the circumstances the unit member could not reasonably be expected to disregard and which would require the attention of the unit member during her/his assigned hours of service.

e. Appearance in court as a litigant or as a witness under official orders.

f. Observance of a recognized religious holiday which requires the attendance of the unit member during assigned hours of service.

g. A personal necessity which may be foreseeable but is nevertheless unavoidable, inevitable or indispensable and cannot be transacted outside the assigned working hours. The nature of such situations or circumstances must:

1) Not involve payment for the unit member's services or be of profit motive;
2) Be serious in nature;
3) Involve circumstances the unit member could not reasonably be expected to disregard; and
4) Require the attention of the unit member during her/his assigned hours of service.

h. Personal necessity shall not be taken for:

1) Holidays or extension of a holiday;
2) Recreational activities;
3) Matters that can be cared for outside the working day,
4) Or other similar activities not directed by the District;
5) As a part of any work stoppage or slowdown.

i. "No-Tell" Days: Of the ten (10) Personal Necessity Leave days, Unit Members may utilize Six (6) of such days without providing a reason to the District (i.e., "no-tell"). "No-Tell" days shall not be used on the first and last days of school; holidays or extension of a holiday; or as part of any work stoppage or slowdown. Unit members may not take more than two (2) personal necessity days in a consecutive manner.

4.5.2 Required Leave Form

Whenever possible a bargaining unit member must submit a completed request for personal necessity leave on a District form to the Personnel Department or on Frontline at least two (2) working days prior to the date on which such leave is requested. If advance notice is not possible, the unit member shall submit a completed personal necessity form to the Personnel Department or on Frontline within three (3) working days after return to work. The unit member shall identify the reason for the personal necessity leave on the form or on Frontline unless the unit member is utilizing a "no-tell" day. If the unit member is utilizing a "no-tell" day, then the unit member shall indicate as such on the form and/or Frontline.

4.5.3 Additional Leave

Under unusual and extreme circumstances a unit member may be granted additional personal necessity leave provided that the unit member still has remaining accumulated sick leave.

4.5.4 Verification

The District may request documentation or other verification to support a unit member's utilization of personal necessity leave, unless a "no-tell" day is utilized, if there is a pattern of abuse or unreasonable use of personal necessity leave

4.6 Industrial Accident Leave

Industrial accident and illness leave shall be implemented as follows:

4.6.1 Duration of Leave

Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

4.6.2 Compensation

The total of the bargaining unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

4.6.3 Terms of Leave

A bargaining unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work at such time as the bargaining unit member and his/her physician agree or a District physician determines there has been a recovery.

4.6.4 Definition of Industrial Accident or Illness

An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause is traced to the performance of services for the District. Disputes concerning the job-related nature of the industrial accident or illness shall be resolved by the Workmen's Compensation Appeals Board.

4.6.5 District Report

The District's report of an industrial accident or illness shall be kept on file in the Personnel Office, with a copy available to the bargaining unit member.

4.6.6 Deductions

The District shall not deduct accumulated sick leave from sick leave allotment of a teacher who is on industrial accident or illness leave.

4.7 Governmental Service Leave

4.7.1 General Provisions

Governmental service leaves may be granted bargaining unit members for military service in the Armed Forces of the United States or service in government-sponsored research or consultant capacity.

4.7.2 Rights of Personnel on Leave

While on such leave, bargaining unit members shall retain their seniority and tenure rights as though they were in regular employment.

4.7.3 Compensation

Except in cases of national emergency and mandatory service, the District shall not provide compensation to persons on governmental service leave.

4.8 Legal Commitments and Transactions (Jury Duty)

4.8.1 Compensation

A bargaining unit member may be absent from duty to serve on a jury without loss of pay or benefits. Any amount paid for services on a jury becomes due and payable to the District. A bargaining unit member may retain any fee paid by the court as a travel allowance for purposes of this leave.

4.8.2 Requirements to Notify District

A bargaining unit member shall, within three (3) working days of receipt of a jury summons, notify his/her immediate supervisor that such a summons has been received including the date on which the bargaining unit member is required to appear for jury duty.

4.8.3 Return to Duty

Upon release from jury duty, the bargaining unit member shall call his/her immediate supervisor to determine whether or not he/she should return to the work site that day.

4.9 Association Leave

4.9.1 Duration of Leave

The District shall grant up to three (3) days of paid leave to the Association president or his/her designee for the purpose of conducting Association business.

4.9.2 Compensation to District

The Association shall reimburse the District for the cost of the substitute at the prevailing daily substitute rate.

4.9.3 Additional Leave

Additional leave for the Association president may be granted on the same basis with the approval of the Superintendent.

4.10 Other Leave

A leave of absence of not less than one (1) semester and up to two (2) years without pay may be granted to any bargaining unit member, upon application, for the purposes of participation in:

a. Exchange teaching programs in other states, territories, or countries.

b. Foreign or military teaching programs.

c. Peace corps, teacher corps, job corps as a full-time participant.

d. Cultural travel or work programs related to the teacher's professional responsibilities. Certain leaves granted under this provision may be credited for a year's experience subject to approval of the Superintendent.

4.11 Miscellaneous Provisions Regarding Leaves

Unless otherwise provided in this article, a teacher on a paid or unpaid leave of absence shall be entitled to return to a similar position which the teacher held immediately before commencement of the leave.

4.12 Sabbatical Leaves

Section 4.12 shall be suspended from operation until June 30, 2015 subject only to reopener negotiations as provided in Section 23.2.1.

4.12.1 Eligibility

Sabbatical leaves may be granted by the District for purposes of study or study-related travel to members of the bargaining unit who have completed seven (7) consecutive years of employment in the Cabrillo Unified School District.

4.12.2 Sabbatical Leave Proposal Review

A sabbatical recommending committee including three teachers, appointed by CUTA, and three administrators, appointed by the Superintendent, shall be established each year to review applications. The Committee will establish its priorities for selecting leave proposals to be presented to the Governing Board.

4.12.3 Selection Procedure

Bargaining unit members must submit their applications for leave to the Sabbatical Committee by December 1. The committee shall make its final recommendations in writing to the District by April 15. The final decision on granting sabbatical leaves are to be made by June 1. Denial of a sabbatical leave by the Board shall be based solely on its ability to find a suitable substitute.

The criteria applied by the Sabbatical Committee in making its recommendations for sabbatical leave shall include:

a. The potential benefits the sabbatical leave experience may have to the bargaining unit member's professional growth.

b. The potential benefits the sabbatical leave experience may have to the teachers, students, and District.

c. The relationship the proposed leave may have on the bargaining unit member's current or future assignment.

d. The potential benefits the leave experience may have to the profession of education.

e. A plan of evaluation which shall include a written report to the District. This report shall include a summary of experiences and plans for dissemination of new information, ideas, etc.

If a sabbatical leave request is denied by the committee, the bargaining unit member shall be notified in writing including the reasons for the decision.

4.12.4 Contractual Requirements

Prior to granting a sabbatical leave, the District shall set forth such contractual requirements (mutually agreeable to the bargaining unit member requesting leave) as it deems necessary and in the best interest of the District. Failure to complete such requirements shall be considered as having nullified the provisions of this leave of the District's requirement to compensate the bargaining unit member. In the event of such failure, the District shall determine the method of repayment to be made by the bargaining unit member for any monies received while on sabbatical leave.

Bargaining unit members using sabbatical leave may be required to provide services to the District for a period equal to twice the period of leave subsequent to return from sabbatical leave, and shall be required to post a bond in an amount equal to the expected compensation of the leave period.

4.12.5 Extenuating Circumstances

In extenuating circumstances (e.g., if an unusually large number of unit members apply for sabbatical leaves), the parties agree to negotiate in the best interest of the unit members. In such a case, any agreement between the parties may affect unit members who have already applied for the leave.

4.12.6 Leave Fund

Funds shall be set aside to pay for these leaves and, if not allocated in a given year, shall revert to the general fund.

4.12.7 Other Sabbatical Leaves

The District may grant such other leaves beyond those referred to in this section.

4.12.8 Compensation

Sabbatical leaves may be for one year at fifty percent (50%) of the bargaining unit member's annual salary, or for one-half (1/2) year at twenty-five percent (25%) of the bargaining unit member's annual salary. Health and welfare benefits will be maintained during the bargaining unit member's leave.

4.12.9 Cancellation of Leave

If an accident or serious illness prevents a bargaining unit member on sabbatical leave from fulfilling the terms and conditions upon which the leave was granted, the bargaining unit member shall notify the Superintendent by registered letter within thirty (30) days of the accident or first day of illness, and the sabbatical leave shall be canceled. No restitution of any sabbatical leave salary paid up to the first day of sick leave shall be required, provided the proper notification to the Superintendent was made. If death prevents the bargaining unit member from fulfilling the terms and conditions on which the leave was granted, no repayment of salary will be required from the bargaining unit member's estate.

4.13 Bereavement Leave

4.13.1 Requirements

A unit member shall be granted up to a maximum of five (5) days leave at full pay on account of the death of any member of her/his immediate family. No deduction shall be made from the unit member's balance of personal illness or injury leave for the five (5) days.

Bereavement leave shall be completed within three (3) months of the date of the death of the family member. Upon request, the unit member shall provide documentation of the death of the family member within thirty (30) days of the first day of the leave.

Immediate family shall include the following: mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, son, stepson, daughter, stepdaughter, brother, brother-in-law, sister, sister-in-law, grandparent, legal guardian, foster children, grandchild of the unit member or spouse, or any resident of the immediate household of the unit member.

4.13.2 Additional Leave

Additional leave for death of a member of the immediate family may be granted under personal necessity leave section 4.5.1 if the unit member has not exhausted her/his personal necessity leave.

4.14 Reproductive Loss Leave

A unit member is entitled upon request to take up to five (5) days of leave following a reproductive loss event (i.e., miscarriage, stillbirth, failed adoption, failed surrogacy, or an unsuccessful assisted reproduction). Leave may be taken nonconsecutively. Reproductive loss leave shall not exceed twenty (20) days within a 12-month period if a unit member experiences more than one reproductive loss event.

Leave shall be completed within three (3) months of the reproductive loss event. However, if a unit member is on or elects to go on any leave provided under state or federal law, then leave shall be completed within three (3) months of the end date of the other leave.

Reproductive loss leave shall be unpaid, except that a unit member may use their accrued and available sick leave.

ARTICLE 5: TRANSFER PROCEDURE

5.1 Definition

A transfer refers to any District action which results in a movement of a bargaining unit member from one school to another school or to another location within the District. A teacher may request a transfer (voluntary) or may be transferred by the district (involuntary).

5.2 Voluntary Transfers

5.2.1 All voluntary transfers and related procedures contained in this Article or this Agreement shall be implemented, applied and construed so as to be fully compliant with California Education Code 35036.

5.2.2 Request for Transfers

A vacancy shall be said to exist when the Superintendent has authorized the recruitment and hiring of a full-time certificated probationary employee. All vacancies shall be posted electronically. A request shall be made in writing and sent to the Human Resources Office within then (10) days of the posting of a notice of vacancy. Until April 15, and only for transfers effective at the start of the next school year, vacancies shall be posted for only internal applicants, who shall be granted an interview. If no internal applicant is granted the transfer, then both internal and external applicants shall be eligible to apply. All qualified internal applicants shall be granted an interview. After April 15 for transfers effective at the start of the school year and for vacancies that arise during the school year, both internal and external applicants shall be eligible to apply and interview for the vacancy.

5.2.3 A unit member shall be given the opportunity to apply for a transfer or any open position, without explanation, with or without giving reasons in writing to the Human Resources Department on a Transfer Request Form. The Human Resources Department shall provide the Transfer Request Form.

The following information shall be on the Transfer Request Form:

a. "Transfer requests shall be kept confidential. The principal, and the District supervisor, in the case of District-assigned personnel, of the unit member seeking a transfer shall not be informed of the request unless the transfer request has been granted."

b. Transfer requests must include the following information: for specific grade(s), subject(s) and site(s).

5.2.4 Criteria

All requests for voluntary transfers shall be considered on the following basis:

a. Needs of the District students.
b. Qualifications

Candidates with proper credentialing for the position will be chosen over improperly credentialed candidates. The qualifications and experience that shall be considered include preparation, (i.e. coursework, responses to interview questions, training, workshops, professional experience) written evaluations, and length of service as a unit member in the District.

c. Experience

The qualifications and experience that shall be considered include preparation, (i.e. coursework, responses to interview questions, training, workshops, professional experience) written evaluations, and length of service as a unit member in the District. Length of service Experience is defined as the number of years of continuous service in the District (or another district) with a regular credential including leaves of absence for the purpose of further study.

d. All the above factors (a., b. and c.) being equal, appropriately credentialed and certificated unit members who apply for a transfer shall be selected based upon their hire date (seniority) within the District and shall be given preference in granting a transfer request for transfers occurring up to and including April 15.

If a voluntary transfer request is denied~~,~~ the bargaining unit member shall be given a written response specifying the reason for the denial.

5.3 Involuntary Transfers

5.3.1 General Provisions

Involuntary transfers shall not be arbitrary in nature. An involuntary transfer may occur when the District has identified a specific need to transfer a bargaining unit member or members.

5.3.2 Eligibility Slate

Needs specifically enumerated by the District including credentialing and experience of the bargaining unit members shall be used by the District to determine a slate of bargaining unit members from which the member to be transferred will be selected. The District shall determine a slate of bargaining unit members based on the credentialing and experience of the bargaining unit members.

5.3.3 Criteria

The District shall select for transfer the least senior, qualified/experienced bargaining unit member who meets the enumerated needs.

5.3.4 Priorities for Transfer

Priority for involuntary transfer will be given to those bargaining unit members who have not been involuntarily transferred in the last two years.

5.3.5 Notification Requirements

Bargaining unit members being considered for involuntary transfer shall be given written notice which shall include an enumeration of the need or needs as determined by the District. The slate of bargaining unit members being considered by the District shall be maintained by the District and shall be available, upon request, from the Personnel Human Resources Department.

5.3.6 Transfer Due to School Closure

In the case of school closure, the bargaining unit members at the closing shall have the first opportunity to fill any vacant positions in the District. Such transfers shall be subject to the following criteria: most senior, qualified/experienced bargaining unit member who meets the specific District-defined needs of the vacant position.

5.3.7 Return Rights of Involuntarily Transferred Unit Members

The District shall afford unit members who are transferred involuntarily return rights as described below:

5.3.7.1 A unit member transferred because of declining enrollment or staff reduction shall have the right to return to the original school should enrollment (open teaching positions) allow for the reinstatement of a position.

5.3.7.2 Personal preference of an involuntarily transferred unit members as to new assignments shall be honored in order of the hire date and before transfers or new hires are placed or assigned.

5.4 Change of Disciplines Taught

At the intermediate or high school level, involuntary changes in disciplines taught (as opposed to grade level taught) of more than three (3) periods or sections and, at the elementary level, change of assignment from self-contained classes to single subject assignments (reading specialists, resource teacher, etc.) shall be subject to the provisions of the involuntary transfer section of this Agreement.

5.5 Notice of Certificated Vacancy

The Superintendent shall have posted in all school buildings, the District office, and shall send to the Association a Notice of Certificated Vacancy (Appendix F).

No person shall be contracted to fill a vacancy, except in the case of emergency as determined by the District, until such vacancy has been posted for at least fourteen (14) calendar days.

5.6 Notice of Tentative Assignment

The District shall notify unit members in writing of their tentative assignment for the following school year not later than two weeks prior to last unit member work day. These tentative assignments shall be based on information known at that time and may be subject to change. The District shall make a good faith effort to communicate subsequent changes. These notices may be in the form of a tentative master schedule, a list of unit members at the site indicating the tentative subjects to be taught (secondary), or grade level and room assignments (elementary).

ARTICLE 6: CLASS SIZE

6.1 Unit Members (Classroom Teachers)

6.1.1 Classroom Teachers TK-5

The maximum class size at grade levels TK-3 will be consistent with legal requirements associated with grade level span funding under the Local Control Funding Formula or successor legislation, and the maximum class size at grade levels 4-5 shall be thirty-four (34) students.

6.1.1.1 When class size exceeds the maximum by one (1) student in any class, a conference will be scheduled between the principal and the teacher to discuss possible remedies within 5 working days.

6.1.1.2 When class size exceeds the maximum by two (2) students in any class for a one-week period, the administration in consultation with the teacher shall take steps to alleviate the situation. If the situation persists for another week, the student shall be placed in a more appropriate educational setting. In the case of the opening period of the school year, this remedy shall be required to be completed by the beginning of the fifth week. This section applies to K-5 only.

6.1.1.3 When class size has exceeded the maximum of twenty-four (24) for a TK-3 classroom, or thirty-four (34) for a grades 4-5 classroom, by 1 student, the teacher shall be paid $15 per day per student after the 16th student attendance day. This section applies to TK-5 only.

6.1.2 Classroom Teachers 6-8

6.1.2.1 The maximum class size for grades 6-8 will be thirty-five (35) students. No student will be placed in any class if that class is at the maximum class level. No teacher shall have more than two classes at the maximum. If a 1.0 FTE unit member's total number of daily student contacts exceeds one hundred sixty (160) s/he shall receive the following payment:

6.1.2.1.1 At the beginning of the school year, $15.00 per day per student exceeding 160, prospectively on or after the 16th student attendance day.

6.1.2.1.2 During the school year, $20.00 per day per student exceeding 160, prospectively on or after the 10th consecutive student attendance day.

6.1.2.1.3 Should the 6-8 grade level(s) revert back to teaching six (6) periods per day, the unit member’s total

number shall not exceed one hundred ninety two (192)

6.1.2.2 Physical education shall have a maximum class size of forty-five (45) students. The maximum number of student contacts shall be 215. Should this be exceeded, the teacher shall be entitled to the payment schedule listed above (6.1.2.1.1 and 6.1.2.1.2).

6.1.2.3 Music performance classes are an exception to the aforestated class size.

6.1.2.4 Teachers with above or below a 1.0 FTE courseload or who have a combination of general courses, physical education courses, and/or music performance shall have a maximum number of student contacts calculated as follows: the sum of 32 students per general course taught and 43 students per physical education course taught. Music courses shall not apply to the maximum.

6.1.2.5 When a class size exceeds the maximum by one (1) student in any class a conference shall be scheduled between the principal/ designee and the bargaining unit member (classroom teachers). All possibilities shall be reviewed and planning shall begin for the possibility of relied through additional certificated staff.

6.1.2.6 Should a school site agree to offer an advisory or home room period, those classes shall be limited to 28 students.

6.1.3 Classroom Teachers 9-12

6.1.3.1 Maximum class size for grades 9-12 will be thirty-five (35) students. If a 1.0 FTE unit member's total number of daily student contacts exceeds one hundred sixty (160), s/he shall receive the following payment:

6.1.3.1.1 At the beginning of the school year, $15.00 per day per student exceeding 160, prospectively on or after the 16th student attendance day.

6.1.3.1.2 During the school year, $20.00 per day per student exceeding 160, prospectively on or after the 10th consecutive student attendance day.

6.1.3.2 When a class size exceeds the maximum by one (1) student in any class a conference shall be scheduled between the principal/designee and the bargaining unit member (classroom teachers). All possibilities shall be reviewed and planning shall

begin for the possibility of relief through additional certificated staff.

6.1.3.4 Physical education classes shall have a maximum class size of forty-five (45) students. The maximum number of student contacts shall be 215. Should this be exceeded, the teacher shall be entitled to the payment schedule listed above (6.1.3.1.1 and 6.1.3.1.2).

6.1.3.5 Music performance classes are an exception to the aforestated class size.

6.1.3.6 Teachers with above or below a 1.0 FTE courseload or who have a combination of general courses, physical education courses, and/or music performance courses shall have a maximum number of student contacts calculated as follows: the sum of 32 students per general courses taught and 43 students per physical course taught. Music courses shall not apply to the maximum.

6.1.3.7 Should a school site agree to offer an advisory or home room period, those classes shall be limited to 28 students.

6.2 Student Personnel Services

6.2.1 Definition

Student Personnel Services consists of nurses, music teachers, counselors, speech therapists, special education teachers, and special project teachers.

6.2.2 Staff Ratios

Staff ratios, class loads and class sizes for nurses, music teachers, counselors, speech therapists, special education teachers, and special project teachers shall be determined after consultation between the

bargaining unit members in each classification and District supervisory personnel.

6.2.3 Criteria for Determining Staffing Ratios, Case Loads, and Class Sizes

Determination of staffing ratios, case loads, and class sizes will be based upon the following criteria:

a. Reasonable teaching loads in relation to each employee's job description.

b. The physical limitation of a room or building.

c. The need to insure performance and complete evaluation of students.

6.2.4 Speech Therapy and Special Education Class Sizes

Class sizes and case loads for speech therapists and special education teachers shall not exceed limitations established by the San Mateo County Special Education Consortium.

The District may in its discretion place a speech therapist at any step of the salary schedule up through and including Column D Step 12.

6.2.5 Inclusive Education Student

Definition: Inclusive education students are those with severe disabilities and special needs requiring unusual support as identified by the IEP team, and who attended age appropriate education classes exclusively.

6.2.5.1 At each school with an inclusion student, an inclusion planning team consisting of the appropriate special education teacher, regular education teacher, and school and district administrators, shall be organized to evaluate the needs of and recommend appropriate resources and support services to be provided to such student(s) and their teacher(s).

6.2.5.2 Only in emergency situations would teachers be required to provide specialized services (e.g., changing diapers, cleaning tracheotomy tubes, etc.).

ARTICLE 7: ASSOCIATION RIGHTS

7.1 Right to Represent

The exclusive representative shall have the right to represent members of the unit in employment relations with the District.

7.2 Right to Associate

The Board and the Association recognize the right of employees to form, join and participate in the activities of an employee organization and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

7.3 Legal Rights

The Board agrees not to impose or threaten to impose reprisals on employees or the Association, discriminate against employees or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement.

7.4 Rights of Access, Communication and Use of Facilities

The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes and other means of communication, subject to reasonable regulations, and the right to use District facilities at reasonable times for the purposes of meetings concerned with the rights guaranteed in the Act.

c. Access to Site

Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator. Such visits shall be scheduled so as not to cause interruption to the school program.

d. Communication

The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. The Association shall be entitled to the use of regular interschool delivery services and mailboxes for communication to employees regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intraschool distribution of said communications, and no cost shall be imposed on the District for such communication. A copy of general distribution Association material shall be sent to the Superintendent.

c. Use of Facilities

The Association may use school facilities for meetings either before or following employees' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the employee or the school program.

7.5 Board Agenda

The District shall provide to the Association one (1) complete Board packet, exclusive of confidential information, in advance of each Board meeting.

7.6 Employee Names

The District shall provide the Association with names and assignments of all bargaining unit personnel for information purposes no later than October 31 of each school year and of all bargaining unit personnel employed after September 30 of each year within thirty (30) days of employment.

ARTICLE 8: MANAGEMENT RIGHTS

8.1 General Statement

It is understood that, subject to provisions of the law and this Agreement, the Governing Board of the Cabrillo Unified School District retains all of its powers and authority to direct and control to the full extent of the law.

8.1.1 Powers and Duties

Included in, but not limited to, these powers and duties are the rights to:

a. Direct the work of its employees.

b. Determine the District's organization.

c. Determine the kinds and levels of services and the methods and means by which they are to be provided.

d. Establish the educational philosophy, policies, goals, and objectives.

e. Determine the staffing patterns to be used.

f. Determine the number and kinds of personnel required.

g. Establish position descriptions.

h. Determine the curriculum.

i. Build, move or modify the facilities.

j. Develop a budget.

k. Develop and implement budget procedures.

l. Determine the budget allocations.

m. Determine the methods of raising revenue.

n. Contract out work.

8.1.2 Additional Management Rights

In addition to the above, the Board retains the right, subject to the provisions of law and this Agreement, to hire, classify, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline and direct employees, and to take action on any matter in the event of an emergency.

ARTICLE 9: EVALUATIONS

The purpose of the Cabrillo Unified School District Evaluation System is to support staff in developing and maintaining high standards of professional practice, and to:

- Acknowledge individual strengths
- Address the needs of teachers with varying levels of experience
- Encourage self-reflection
- Ensure student growth and development

9.1 Evaluation Criteria

9.1.1 Evaluations of bargaining unit members assigned to the classroom shall be based upon the following California Standards for the Teaching Profession:

1. Engaging and supporting all students in learning.
2. Creating and maintaining effective environments for student learning.
3. Understanding and organizing subject matter for student learning.
4. Planning instruction and designing learning experiences for all students.
5. Assessing student learning.
6. Developing as a professional educator.

9.1.2 Evaluation of bargaining unit members not assigned to the classroom, such as nurses, librarians, counselors, speech therapist and/or teachers on special assignment shall be based on individual job descriptions. (Effective 9/1/86.)

9.1.2 In addition to the six (6) California standards for the teaching profession in Section 9.1.1, all bargaining unit members are expected to meet the following professional expectations:

1. Maintains a professional record of punctuality and attendance
2. Adheres to school site policies and directives
3. Abides by adopted Board of Education policies and procedures
4. Assumes and completes school-related assignments (e.g. yard supervision)
5. Provides necessary plans and materials for a substitute

9.2 Evaluation Process

Evaluation process of bargaining unit members shall consist of at least the following:

a. An initial conference between the bargaining unit member and the evaluator.
b. At least one formal observation, with a follow-up conference upon request.
c. A completed written evaluation.
d. In the event of an unsatisfactory observation/evaluation, refer to 9.8, 9.9, and 9.10.

9.3 Evaluation Timeline

9.3.1 The District shall no later than the end of the third (3rd) week of the first quarter of the school year distribute a calendar of the evaluation process to all bargaining unit members.

9.3.2 Evaluation shall be made at least once each year for all probationary and temporary bargaining unit members and at least once every other year for permanent bargaining unit members.

9.3.3 Unit members with permanent status who have been employed at least ten (10) years with the District, whose previous evaluation rated the unit member as meeting standards, shall be evaluated at least every five (5) years if the unit member and evaluator consent to this schedule.

Should the unit member or evaluator withdraw consent, notice shall be provided in a timely manner. If the unit member transfers school, then the previously established schedule shall be maintained if the then current evaluator and the unit member consent.

9.3.4 When a permanent member of the bargaining unit has received an unsatisfactory evaluation, the unit member shall be evaluated annually until she/he achieves a satisfactory evaluation or is separated from the District.

9.4 Initial Conferences

9.4.1 An initial conference must be held by the primary evaluator with each bargaining unit member being evaluated that year by the end of the sixth (6th) week of the first quarter of the school year; or by the end of the sixth (6th) week of employment for the bargaining unit member. At that time, the Initial Conference Form shall be reviewed and completed by the bargaining unit member and the primary evaluator (see Appendix G).

9.4.2 At the initial conference, the bargaining unit member may enumerate specific potential conditions which she/he feels should be considered by the evaluator when making the evaluation.

9.4.3 At the initial conference, the California Standards for the Teaching Profession selected for evaluation will be determined based on the following criteria:

1st Year Nontenured	2 Standards	Standards 2 and 4
2nd Year Nontenured	3 Standards	Standards 1, 3 and 5
3rd Year Nontenured	2 Standards	1 Selected by Teacher 1 Selected by Evaluator
Permanent Teachers	2 Standards	1 Selected by Teacher 1 Selected by Evaluator

One mutually agreed upon objective may be written in each of the Standards selected. Additional individual objectives may be added by the bargaining member's immediate supervisor and/or bargaining unit member, not to exceed one each. The bargaining member shall retain the right to make written responses in relation to these additional individual objectives.

9.4.4 Any objectives developed as per 9.4.3 above may be revised prior to March 1 by mutual consent of the bargaining unit member and the evaluator.

9.5 Evaluators

9.5.1 The primary evaluator shall be a member of the management or supervisory staff at the bargaining unit member's worksite. For a bargaining unit member with a multischool assignment, a management or supervisory person shall be designated as primary evaluator by the District.

9.5.2 A supplementary evaluator may be appointed upon request of the bargaining unit member or the primary evaluator. A bargaining unit member shall select the supplementary evaluator from a list of five (5) management or supervisory staff provided by the District.

9.5.2.1 The supplementary evaluator shall complete at least one (1) formal observation of the bargaining unit member.

9.5.2.2 The supplementary evaluator's portion of the evaluation shall be completed according to the timelines in sections 9.6.1 and 9.6.2.

9.5.2.3 The purpose of the supplementary evaluation process is to obtain an additional perspective of the bargaining unit member's performance; the role of the primary evaluator is in no way diminished.

9.6 Evaluation Procedures

9.6.1 Permanent Bargaining Unit Members

A permanent bargaining unit member shall be formally evaluated on the Evaluation Form once during the school year in which she/he is to be evaluated (see Appendix H). A permanent bargaining unit member may request at her/his initial conference and shall be granted two (2) formal observations that shall be used in her/his evaluation. The original observation summary (Appendix H) must be completed no later than the third (3rd) week of the third (3rd) quarter of the school year. Written observation summaries shall contain the same content as those for probationary and temporary bargaining unit members.

A written evaluation (Appendix I) must be transmitted to the bargaining unit member at least thirty (30) days prior to the last day of school. The

bargaining unit member and the evaluator shall meet to discuss the evaluation prior to the last school day of the year.

9.6.2 Probationary and Temporary Bargaining Unit Members

Probationary and temporary bargaining unit members shall be formally evaluated at least once each year (see Appendix H). The evaluation shall be completed by the end of the eighth (8th) week of the third (3rd) quarter of the school year. This timeline shall be prorated appropriately for any new bargaining unit members based upon their beginning day of employment. At least two (2) written observation summaries will be made prior to completion of the formal evaluation; provided, however, that at least one (1) observation summary will be made prior to completion of the formal evaluations if the unit member is being evaluated more than once that year (see Appendix H).

9.6.3 General Evaluation Procedure — All Bargaining Unit Members

9.6.3.1 At least one formal observation and, if requested, a second observation as in 9.6.3.3 below is required before the evaluation conference. Written notification will occur prior to all formal observations.

9.6.3.2 Written observation summaries shall be based on observations of no less than 30 minutes and shall be delivered to the bargaining unit member within ten working days following the observation. A conference will be held following any observation if requested by either the bargaining unit member or the evaluator. In all cases each written observation summary shall be signed by the bargaining unit member as acknowledgment of receipt.

9.6.3.3 Any bargaining unit member receiving a notice of an unsatisfactory performance or deficiency on an evaluator-initiated observation summary which they construe to adversely affect their continued employment in the District shall be entitled to one additional observation during that quarter or the following quarter.

9.6.3.4 Each bargaining unit member shall, before being presented with her/his evaluation, meet with her/his primary evaluator to discuss the way in which objectives, as developed in section 9.4.3 above, for evaluations have been met.

9.6.3.5 An unsatisfactory evaluation shall include documentation of prior notice to the bargaining unit member of the general circumstances and concern(s) which led to the unsatisfactory evaluation (provided that the evaluator knew of such circumstances/concerns sufficiently in advance of the evaluation to provide such notice).

9.7 Instructional Techniques

Instructional techniques used shall be selected by the bargaining unit member based upon her/his own discretion.

9.8 Assistance Plan and Professional Practice Support Plan

9.8.1 If a bargaining unit member receives a formal observation which notifies him/her that performance is unsatisfactory, an Assistance Plan will be recommended. If a bargaining unit member receives an unsatisfactory evaluation, the Professional Practice Support Plan will be recommended.

9.8.2 It is the responsibility of the evaluator to recommend and assist the bargaining unit member toward achieving a satisfactory evaluation. It is the responsibility of the bargaining unit member to achieve a satisfactory evaluation.

9.8.3 Should a bargaining unit member not wish to participate in an Assistance Plan or the Professional Practice Support Plan; he/she shall inform his/her evaluator in writing to that effect.

9.8.4 The bargaining unit member's participation in an Assistance Plan or the Professional Practice Support Plan shall be voluntary and the following conditions shall apply:

a. The nature of the Assistance Plan or the Professional Practice Support Plan shall be mutually agreed upon by the bargaining unit member and the evaluator.

b. Release time shall be provided when required by the nature of a plan.

c. A Plan shall relate only to the cause creating the unsatisfactory performance.

d. If a Plan includes participation of an assisting teacher, the relationship between the assisting teacher and the bargaining unit member shall be confidential.

e. Upon completion of a Plan, the bargaining unit member shall be reevaluated.

f. The bargaining unit member may request an observer from the Association to be present at a Plan conference.

9.9 Assistance Plan

9.9.1 After at least one formal observation the evaluator shall inform the bargaining unit member by conference and in written form of the reasons for recommending an Assistance Plan.

9.9.2 The evaluator shall inform the bargaining unit member by conference and in writing of recommendations and strategies to improve the areas of unsatisfactory performance. The bargaining unit member may offer suggestions for the evaluator's consideration.

9.9.3 The evaluator actively assists the bargaining unit member on the Plan by offering model teaching, visits to other programs, or peer assistance within the bargaining unit member's own work setting.

9.9.4 No part of the Plan shall be filed in the bargaining unit member's personnel file unless a Professional Practice Support Plan is implemented.

9.9.5 During the Assistance Plan, the bargaining unit member may request representation by the Association.

9.9.6 When the evaluator determines that the area of unsatisfactory performance has been corrected she/he shall so inform the bargaining unit member in writing and at a conference.

9.10 Professional Practice Support Plan

9.10.1 A Professional Practice Support Plan shall be recommended when the following condition exists:

The overall evaluation indicates that the bargaining unit member Does Not Meet Standards.

9.10.2 The evaluator shall recommend to the bargaining unit member a Professional Practice Support Plan by conference in written form. The bargaining unit member may offer suggestions for the evaluator's consideration.

9.11 Assisting Teachers with the Professional Practice Support Plan

9.11.1 The following conditions shall apply for assisting teachers:

a. The role of the assisting teacher is voluntary, and any bargaining unit member may decline to participate without prejudice.

b. The assisting teacher shall be permanent staff or some other party mutually agreed upon by the bargaining unit member and the evaluator.

c. The recommendations of the assisting teacher shall not be included in the bargaining unit member's personnel file.

9.11.2 Selection of the assisting teacher shall be as follows:

a. The assisting teacher shall be chosen by the unit member and the evaluator.

b. There may be only one assisting teacher if the unit member and the evaluator agree.

c. If the unit member and the evaluator cannot agree on one person, the evaluator selects one teacher and the unit member selects one teacher and these two individuals select a third assisting teacher.

9.11.3 Responsibilities of the assisting teacher are as follows:

a. To review all written evidence of the unit member's unsatisfactory performance or evaluation.
b. To observe if she/he chooses the bargaining unit member on a regular basis with release time and with a substitute provided.

9.11.4 The assisting teacher may confer with the bargaining unit member on a regular basis.

9.11.5 The bargaining unit member may observe the assisting teacher and/or other bargaining unit members at the same grade or subject.

9.11.6 The assisting teacher may suggest conferences and/or workshops for the bargaining unit member to attend.

9.11.7 The assisting teacher will recommend reevaluation to the evaluator when she/he feels that the deficiencies have been overcome.

9.11.8 The recommendation, observations, or evaluations of the assisting teacher shall not be used in the bargaining unit member's evaluation.

9.12 Termination of a Professional Practice Support Plan

A satisfactory evaluation terminates a Professional Practice Support Plan.

9.13 Miscellaneous Provisions

9.13.1 Bargaining unit members shall not be held accountable for achieving instructional objectives which require materials not provided by the District.

9.13.2 The established grievance resolution procedure shall be utilized in the event of an alleged violation of the evaluation procedure. Should the

grievance be found in favor of the grievant, any negative evaluative statements directly related to the violated procedure shall be deleted and retyped.

9.13.3 A bargaining unit member's personal life or actions taken in the classroom in pursuit of professional responsibilities and rights, including academic freedom, freedom of speech and the right to present all sides of controversial issues, shall not be made a part of an evaluation unless it is

demonstrated that such actions have a detrimental effect on the education and/or welfare of the students.

Neither shall hearsay nor citizen complaints be the sole basis for statements contained in an evaluation. Inclusion of such materials must be preceded by compliance with the due process principles contained in this Article (e.g., including prior notice and the opportunity to review nonconfidential documentation and respond) and relevant Board Policies/Administrative Regulations. (BP and AR 1312.1 are attached to the Agreement as Appendices L and M for reference.)

9.13.4 Evaluation shall be kept only in a file in the principal's office and the District Personnel Office. These files shall be open for inspection by the bargaining unit member and/or designated representative having the bargaining unit member's written authorization. No material shall be placed in these files without a copy being furnished to the bargaining unit member prior to inclusion in the file.

9.13.5 The District shall not take any disciplinary action against a bargaining unit member based upon material contained in such bargaining unit member's file unless the material had been placed in the file at the time of the incident or discovery of the incident and the bargaining unit member had been notified at such time that such material was to be placed in the file.

9.13.6 The person or persons who draft and/or place materials in a bargaining unit member's personnel file shall sign and date the materials. Nothing shall be placed in a bargaining unit member's personnel file without the bargaining unit member having the opportunity to read, sign, date and respond to such material. Such opportunity shall take place during normal business hours and the bargaining unit member shall be released from duty for this purpose without salary reduction.

9.13.7 Bargaining unit member's files shall be open only to District confidential employees or designated representatives, immediate supervisors, and potential immediate supervisors. Members of the Governing Board may request the review of a bargaining unit member's file at a duly constituted personnel session of the entire Board.

9.13.8 The contents of all personnel files shall be kept in the strictest confidence. Site files will be purged, excluding copies of teacher evaluation forms, at the end of each school year. Material may be sent to the personnel file with a copy being furnished to the bargaining unit member prior to inclusion in the personnel file. This process shall be completed no later than September 15 of the following school year.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Definitions

a. A “grievance” is a claim by the aggrieved that he/she has been adversely affected by a violation, misrepresentation or misapplication of this Agreement.

b. The “aggrieved” is an employee or group of employees, the Association when so authorized in writing by the employee(s) or the Association pursuant to section 10.4.14 making the claim.

c. A “claim” is the written assertion of a grievance.

d. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

e. “Working days” means days when the District Office is open.

f. “Immediate supervisor” is the management person having immediate jurisdiction over the aggrieved.

g. A “representative” shall be a person chosen by the Association to represent the aggrieved.

h. “Days” means days during which the employee is required to be in attendance.

10.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

10.3 Levels of Grievance

10.3.1 Informal Level

10.3.1.1 Within thirty (30) days of the event which gives rise to the grievance, the aggrieved shall meet informally with his/her immediate supervisor. The aggrieved may, at his/her option, request that his/her representative be present. Any person(s) named in the grievance shall be notified and shall have the option of meeting with the aggrieved and the aggrieved’s supervisor.

10.3.2 Formal Level

10.3.2.1 Step 1 – Immediate Supervisor

10.3.2.1.1 If the grievance is not settled at the informal level, the aggrieved, within ten (10) days, shall submit a formal written grievance to the immediate supervisor requesting a written answer. Within ten (10) days, the immediate supervisor shall respond in writing.

10.3.2.2 Step 2 - Superintendent

10.3.2.2.1 If the grievance is not settled in Step 1, the aggrieved, within ten (10) days may submit his/her grievance or complaint, in writing, to the Superintendent of Schools. The Superintendent or his designated representative shall have ten (10) days to give a written decision after receipt of the grievance.

10.3.2.3 Step 3 – Arbitration

10.3.2.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Step 2, or if the time limits expire without issuance of the Superintendent's written reply, the Association, within ten (10) days may submit the grievance to arbitration. In such cases, the parties shall request a list of arbitrators from the American Arbitration Association (AAA) in accordance with AAA procedure.

10.3.2.3.2 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

10.3.2.3.3 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

10.3.2.3.4 If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the District and the aggrieved.

10.3.2.3.5 A representative of the Association and the District's representative shall select the arbitrator from the AAA list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the

arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from AAA by both parties.

10.3.2.3.6 Once the arbitrator has been selected, hearing shall commence at the convenience of the arbitrator, Hearing shall be confined to working days. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the AAA and the provisions of this procedure.

10.3.2.3.7 The arbitrator's decision will be in writing and will set forth the arbitrator's finding of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator is empowered to make monetary awards of actual loss, but not punitive damages, to the aggrieved. The award of the arbitrator will be final and binding on the parties and will be submitted to the Superintendent, the aggrieved, and the Association.

10.3.2.3.8 All costs of the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the aggrieved. All other costs will be borne by the party incurring them.

10.3.2.3.9 Upon mutual agreement of the District and the Association, the arbitration may proceed under expedited rules of the AAA and notice of such agreement shall accompany the request for a list of arbitrators.

10.4 General Provisions

10.4.1 Expedited Provisions

Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

10.4.2 End-of-Year Grievances

In the event a grievance is filed at such time that it cannot be processed

through all the levels of procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.

10.4.3 Representation

An employee may be represented at all stages of procedure up to arbitration by himself/herself and/or, at the member's option, by legal counsel and/or by representative(s) of the Association.

10.4.4 Aggrieved Employees

Aggrieved employees, not under the supervision of a principal or immediate supervisor, may start at Step 2.

10.4.5 Grievance Forms

Forms for filing grievances and complaints and other related documents will be developed jointly by the Superintendent and the Association and shall be available at the District Office, each school site, and the Association Office.

10.4.6 Furnishing Information

The parties in interest agree to make available to each other all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

10.4.7 Requirements to Appeal

A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.

10.4.8 Right of Association to Present Views

When the aggrieved is not represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all steps of the procedure.

10.4.9 Nondiscrimination

Decisions regarding the employment status of any member of the unit, party in interest, any Association representative, or any other participant in this procedure shall not be based on participation in the grievance procedure.

10.4.10 Grievance File

Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.

10.4.11 Released Time for Hearings

When a representative of the Association is requested by the aggrieved to attend a hearing at any level specified in this procedure, the representative upon one (1) day's prior notice to the representative's principal or immediate supervisor by the president of the Association.

10.4.12 Immediate Arbitration

If the Association and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to arbitration.

10.4.13 Similar Grievances

Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

10.4.14 Association Grievances

The Association shall have the right to file a grievance alleging a violation of its rights as contained in Article 7, "Association Rights, "Article 11, "Organizational Security," and Article 13, "Negotiation Procedures."

ARTICLE 11: ORGANIZATIONAL SECURITY

11.1 Maintenance of Membership

11.1.1 Right to Join

Bargaining unit members shall have the absolute right to form, join or participate in the organization(s) of their choice. Bargaining unit members shall not be required as a condition of employment to pay fees and dues to any organization that they have not freely and voluntarily joined.

11.1.2 Deduction of Dues

The employer agrees to deduct membership dues from the pay of unit members of the Association.

11.1.3 Approval of Deductions

Such deduction shall be made only upon written receipt by the District of notice from the Association that the appropriate written authorization developed by the Association have been executed.

11.1.4 Association Membership

The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article. The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with the Association to do so) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

11.2 Dues Deduction Authorization

11.2.1 General Provisions

The Association shall provide the District with a list of members who have completed the authorizations developed by the Association. Such authorizations shall continue in effect from year to year until the Association notifies the District of a change. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues for twelve (12) months. Deductions for bargaining unit members who sign authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Dues deduction shall be without cost to the bargaining unit member or the Association.

11.2.2 Effective Date of Authorizations

The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) days or more after such submission.

11.3 Payment of Monies

With respect to all sums deducted by the District pursuant to authorization of the bargaining unit member, the District agrees to remit such monies to the California Teachers' Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made.

11.4 Deductions - Other Purposes

Upon written authorization from a member of the unit, the District shall deduct the appropriate amount from the salary of any member of the unit and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law and which are part of the present County Office computer program. The Association agrees to furnish the necessary information needed by the District to fulfill the provisions of this article.

11.5 Remittance of Monies to Association

With respect to all sums deducted by the District pursuant for membership dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership, and indicating any changes in personnel from the list previously furnished.

11.6 Legal Fees/Costs for Defense

The Association agrees to pay the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions of this Article or their implementation. The Association agrees to pay any judgment or settlement liability arising out of such challenges.

11.6.1 Exclusive Right for Determination of Defense

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 11.6 above shall or shall not be compromised, resisted, defended, tried, or appealed.

11.6.2 Resolution for Disputing Determination of Defense

Should any dispute arise between the District and the Association regarding legal fees and/or legal costs, the parties agree to submit the issue to arbitration, Step 3, of the Article 10, Grievance Procedure, for resolution of the dispute.

ARTICLE 12: TEACHING HOURS

12.1 Hours of Duty

12.1.1 Normal Workday

While the varying nature of a unit member's day-to-day professional responsibilities does not lend itself to rigidly established times, the District and the Association agree that the normal workday should be eight (8) hours on average, inclusive of a daily, duty-free lunch period of at least thirty (30) minutes. The unit member may return to school to complete his/her professional responsibilities.

This section shall neither be construed as requiring a minimum eight (8) hour average work day nor as allowing unit members to self-direct an average workday in excess of eight (8) hours.

12.1.2 Professional Responsibilities

During normal workdays, bargaining unit members' primary duties shall include student instruction and instructional preparation (both on and off campus). Additional duties include district inservices, school site inservices, faculty meetings, parent conferences, school improvement-related activities, back-to-school night, open house, participation in committees required by state or federal law (for example, IEPs and SSTs) and grade level specific duties described below:

Elementary School (K-5)
- grade level meetings
- supervisory duties (see 12.6.2)

Middle School (6-8)
- social and recreational duties (see 12.6.1)
- supervisory duties (see 12.6.2)
- department meetings
- staffings

High School (9-12)
- social and recreational duties (see 12.6.1)
- department meetings
- staffings

12.1.3 Committees

Participation in committees not required by law is voluntary. "Voluntary" means the decision to participate on any committee is entirely at the initiative and discretion of the teacher.

12.1.4 Beginning Workday

The regular school day shall commence thirty (30) minutes prior to the student day.

12.2 Lunch Period

12.2.1 Regular Schedule

The District shall fully support campus logistics so that the TK-5 grade bargaining unit members at all sites receive a minimum forty-five (45) minute duty free lunch and a ten (10) minute relief period every three (3) hours.

6-12 grade bargaining unit members shall have a duty-free lunch period equivalent to the student lunch period, but in no event shall this be less than thirty (30) minutes. 6-12 grade bargaining unit members shall not be assigned more than three (3) consecutive classes without a ten (10) minute break unless otherwise agreed to in writing by the bargaining unit member and the site administrator.

Bargaining unit members who travel from one school to another shall be allowed a lunch period of forty-five (45) minutes plus travel time.

12.2.2 Minimum or Rainy Day Schedule

On days when the regular schedule is modified (minimum or rainy day) lunch periods may be shorter than stipulated in article 12.2.1. Bargaining unit members shall be entitled to a minimum of a thirty (30) minute duty free lunch period. In the event of a minimum or a rainy day schedule, the fifteen (15) minute preparation at the fourth-fifth (4-5) grade level may be modified or reduced in keeping with current practice. (See Appendix D.)

12.2.3 Activity Days

An individual school, however, is not precluded from scheduling activity days which may affect the lunch period. The school administration will consult with staff on the scheduling of these activity days.

12.3 Transitional Kindergarten (TK) Commencing With the 2021-2022 School Year

12.3.1 Daily instructional time provided by unit members to TK students within the contractual workday (section 12.1.1) shall not exceed 240 minutes, consistent with current Education Code requirements. This instructional time is subject to change according to statutory changes, if any.

12.3.2 At the conclusion of the TK student instructional day, TK teachers will be assigned to support the kindergarten extended day program before other grade levels. If not supporting the kindergarten extended day program at

the conclusion of the TK student instructional day TK teachers may be assigned to assist and support instruction in the other primary grades (1-3), in accordance with Education Code section 46118 (c), provided however, that they shall receive preparation time (within the professional day per section 12.1.1) at least equal to that accorded to grades 1-3 teachers.

12.4 Full Day Kindergarten Commencing With the 2021-2022 School Year

12.4.1 Daily instructional time provided by unit members to kindergarten students within the contractual workday (section 12.1.1) shall be as follows:

12.4.1.1 From the first student day through completion of the parent/teacher goal-setting conferences according to a schedule established by the District, a reduced instructional day compared to that provided to students in grades 1-3.

12.4.1.2 From the first student day following completion of the parent/teacher goal-setting conferences to the end of the instructional year, the same amount of instructional time provided to students in grades 1-3.

12.4.1.3 The Association acknowledges and agrees the duration of a transitional period if any (see 12.4.1.1 above), is an educational decision within the District's sole discretion to establish and/or change. If the District decides to reduce or eliminate this transition period in the future, it will notify the Association and, upon request, bargain over negotiable impacts as defined by law.

12.4.2 At the conclusion of the kindergarten student instructional day kindergarten teachers may be assigned to assist and support instruction in the other primary grades (1-3), in accordance with Education Code section 46118 (c), provided however, that they shall receive preparation time (within the professional day per section 12.1.1) at least equal to that accorded to grades 1-3 teachers.

12.5 Preparation Time

12.5.1 High School

Bargaining unit members at the high school level shall be entitled to one (1) preparation period in addition to the regularly-scheduled five (5) instructional periods.

12.5.2 Intermediate

Bargaining unit members at the intermediate level shall be entitled to one (1) preparation period in addition to the regularly-scheduled five (5) instructional periods.

12.5.3 Grades 4 and 5

Bargaining unit members at the fourth and fifth (4th and 5th) grade levels shall be entitled to a fifteen (15) minute preparation period within the instructional day. Unit members shall also be entitled to an additional ninety (90) minutes of preparation time per week as follows:

12.5.3.1 It is the express intent of the parties that the additional ninety (90) minutes of preparation time will be utilized by unit members in three (3), thirty (30) minute blocks per week. However, the parties acknowledge that the needs of individual sites and their schedules may dictate a different distribution of this time.

12.5.3.2 The parties acknowledge that, due to the vagaries of the annual student teacher calendar (i.e., holidays, minimum days and inservice days), there may be occasions in which unit members do not receive exactly an additional ninety (90) minutes of preparation every week.

12.5.4 Resource Specialists

Full-time resource specialists shall be given, upon request; three (3) days release time during each school year to be scheduled by mutual agreement between each resource specialist and the Superintendent's designee. Part-time resource specialists shall be given upon request and mutual agreement in scheduling with the Superintendent's designee, release time in direct proportion to the full-time equivalent worked during the school year. The release time shall be authorized for the preparation of individual education plans and for the scheduling of IEP conferences.

12.6 Social/Recreational/Supervisory Activity

12.6.1 Social and Recreational Activities

The supervision of student social and recreational activities shall be filled first from volunteers. In the event volunteers are not available, it shall be the responsibility of the principal to distribute such supervision in a fair and equitable manner. Involuntary supervision assignments shall be limited to three (3) per year per bargaining unit member.

12.6.2 Bus and/or General Supervisory Duties

Bargaining unit members at the high school level shall not be assigned bus and/or general supervisory duties before or immediately after the standard student school day. Bargaining unit members at the intermediate level shall not be assigned bus and/or general supervisory duties in excess of 780 aggregate hours per year and the assignments covered in 12.6.1.

Bargaining unit members at the TK-5 level shall not be assigned bus and/or general supervisory duties in excess of 750 aggregate hours per year per school site and the assignments covered in 12.6.1.

12.6.3 Rainy Day Supervision

The aggregate hours set forth in 12.6.2 for TK-5 shall not be affected by or included in rainy day supervision.

12.6.4 Dance Supervisor and Music Coordinator

Dance supervisors at the high school and the music coordinator position at the intermediate level shall be funded by the student body/student organization in accordance with their position on the cocurricular schedule as long as dances continue to be held by the respective schools.

12.6.5 Detention or Tutorial Supervisors

Supervisors for detention or tutorial programs established by the District shall be compensated at the District's hourly rate. The compensation shall remain in effect as long as detention or tutorial programs are in operation at the respective school sites.

12.6.6 District Curriculum Committees

In order to allow teachers to participate in the development of curriculum for the district, curriculum committees are established on a districtwide basis.

Participation on district curriculum committees is voluntary. (see Article 12.1.3.)

Teachers must attend at least 80% of all scheduled meetings in order to receive the stipend provided on the cocurricular schedule. Attendance records will be maintained. Teachers have equal opportunity to be elected, and are encouraged to chair these committees, as voted by the committee members.

The President and Bargaining Chair will receive a description of the composition, role, purpose, and scope of each committee and proposed number of meetings. This information will be communicated by the district to all bargaining unit members.

12.6.7 Emergency Situations

Bargaining unit members are legally responsible for the supervision of students and may be called upon to provide in emergency situations supervision beyond that set forth in 12.6.2.

12.7 Work Year

12.7.1 Work Year 2025/2026

The school year shall consist of one hundred eighty (180) school days, one (1) full inservice day, and four (4) teacher directed workdays. The annual school calendar shall be negotiated between the Association and the District (see Appendix C).

The one (1) full inservice day shall be on the first contracted day of the school year.

The four (4) teacher-directed workdays will be 2 days at the beginning of the school year, one (1) at the end of the first semester, and one (1) shall be the last day of the contracted year.

There will be six (6) minimum days, which shall occur on the same day of the week at all schools in each of the following months: September, October, January, February, March, and April.

Two (2) of the six minimum days will be directed by the District.

Two (2) of the six minimum days will be determined by specific site leadership teams.

Two (2) of the six minimum days will be determined by site administration.

All unit members shall be required to attend all District-wide staff development activities in their entirety. If such activities occur at a time that a unit member is not required to be at work based on her/his part-time assignment or job-share status, the unit member will be compensated for such attendance at the unit member's hourly rate (annual salary divided by 185 days divided by 8 hours).
Those unit members whose part-time work year is scheduled in semester increments shall not be required to attend staff development activities during the semester on which they are on leave of absence.

A flexible calendar for librarians and counselors will be mutually-agreed upon between the bargaining unit member and the site administrator.

12.7.2 Work Year (Beginning 2026/2027)

Beginning in 2026/2027 the school year shall be increased from 185 to 187 days. On July 1, 2026 the salary schedule shall be increased by 1.07% to account for the 2 additional work days.

The school year shall consists on one hundred eighty (180) school days, one (1) full inservice day, four (4) teacher directed workdays, and two (2) Professional Development days. The annual school calendar shall be negotiated between the Association and the Distrcit (see Appendix C).

The one (1) full inservice day shall be on the first contracted day of the school year.

The four (4) teacher-directed work days will be two (2) days at the beginning of the school year, one (1) at the end of the first semester, and one (1) shall be the last day of the contracted year.

The two (2) Professional Development days shall be one (1) prior to Winter break and one (1) after Winter break. One half of each Professional Development day shall be determined by the district and one half of each shall be determined by site leadership teams (elementary) and department chair committees/academic council (secondary).

All unit members shall be required to attend all District-wide staff development activites in their entirety. If such activites occur at a time that a unit member is not required to be at work based on her/his part-time assignment or job-share status, the unit member will be compensated for such attendance at the unit member's hourly rate (annual salary divided by 187 days divided by 8 hours).

Those unit members whose part-time work year is scheduled in semester increments shall not be required to attend staff development activities during the semester on which they are on leave of absence.

A flexible calendar for librarians and counselors will be mutually-agreed upon between the bargaining unit member and the site administrator.

12.8 Collaboration Time

12.8.1 The impetus for establishing collaboration time includes complying with legal mandates such as those for schools engaged in improvement plans and schools undergoing WASC accreditation review. Improvement Plans and WASC recommendations may include a recommendation calling for collaboration time. In addition, schools not engaged in improvement plans or undergoing WASC review may wish to establish or increase such time/activity.

12.8.2 The process set forth in this section 12.8 shall be utilized to modify daily schedules for the purpose of establishing or modifying collaboration time. In any event, the parties agree their mutual interest underlying this section 12.8 is for the District to meet all legal mandates.

12.8.3 Collaboration Time

12.8.3.1 Collaboration Time includes the following activies.

12.8.3.2 For Half Moon Bay High School, collaboration time shall occur four (4) or five (5) times per month. Undesignated and Designated (Subject Area) collaboration and shall be balanced over the course of the school year. Up to nine (9) designated collaboration times may be used for staff meetings.

Desingated collaboration time at Half Moon Bay High School is used for teachers to work together in subject areas and/or on school-based initiatives such as, but not limited to, curriculum implementation, instructional strategy implementation, review of assessment data, and school-wide climate initiatives.

12.8.3.3 For all other sites, designated collaboration time occurs four (4) or five (5) times per month and shall be utilized as voted upon at Cunha by the Department Chair Committee and at all other sites (except HMBHS) by the site Leadership Team.

12.8.3.3.1 Designated collaboration time is used for teachers to work together on school-based initiatives such as, but not limited to, curriculum implementation, instructional strategy implementation, review of assessment data, and school-wide climate initiatives.

12.8.3.3.2 If a site Department Chair Committee or Leadership Team votes to incorporate professional development into their designated collaboration time, this use shall not exceed ten (10) collaboration days over the course of a school year unless a waiver is approved by the District and CUTA.

12.8.3.3.3 Designated collaboration time shall not be utilized as undesignated time.

12.8.3.3.4 Site Leadership Teams (elementary) and Department Chair Committees (secondary) set the schedule for how designated collaboration time shall be used on an annual basis. Sites may revist the plan once each quarter (once each trimester for elementary sites) to make any needed adjustments.

12.8.3.4 Process for Adoption and Implementation, or Modification of Collaboration Time Plan: The process to be used by a site to determine whether and how to establish or modify a Plan shall be as follows. This process does not apply to, and sites shall not re-vote on, renewal of the current Plan for the subsequent school year.

12.8.3.4.1 Development of Proposed Plan: Anyone at the site - e.g., teacher(s), administrator(s) etc. - may initiate and develop a proposed Plan which may or may not be in response to the legal mandates set forth in this section 12.8.

12.8.3.4.2 The Department Chair Committees for Cunha and HMBHS and the leadership Team for all other siters, CUTA site representative(s) and site administration shall participate in the development of the Plan. The site Leadership Team selection process shall be consistent with the principles set forth in the Site Leadership Team By-Laws (Appendix M).

12.8.3.4.3 If the three foregoing groups reach consensus on the proposed Plan, the CUSD/CUTA review process set forth in section 12.8.4 below shall occur. If consensus is not reached, the matter shall be referred to the Superintendent and CUTA President for resolution. Upon resolution, the process set forth in section 12.8.4 shall occur. If there is no resolution, the process is concluded and the status quo regarding collaboration time will remain in place.

12.8.3.4.4 If a school is engaged in an Improvement Plan requires collaboration time, a proposed Plan, whether for the first time or as part of a modification, shall not contain an option of no collaboration time.

12.8.4 Timeline and Approval Process: the timeline and approval process for establishing/modifying/discontinuing a Plan is as follows. The parties agree these timelines are "goals" which the parties will endeavor to accomplish.

12.8.4.1 By March 1: The site has evaluated the Plan for the current school year and has developed a proposed Plan for the following school year.

12.8.4.2 March 1 - 15: The proposed Plan is reviewed by CUSD and CUTA for technical or contract issues (i.e., if a contract "waiver" is required).

12.8.4.3 By March 15: If there are technical issues, or a contract waiver is required, CUSD or CUTA can refer the Plan back to the site with recommendations, or the parties can agree to grant necessary waivers.

12.8.4.4 By April 15: If the proposed Plan is not referred back to the site and/or a waiver is granted, the school site demission by vote (see below) shall be completed.

12.8.4.5 If the proposed Plan is referred back to the site and/or a waiver is not granted, CUSD and CUTA shall agree on a timeline for completion of the process.

12.8.5 Site Decision-Making Process: Upon preliminary approval by CUSD and CUTA as set forth in section 12.8.4 above, approval and implementation of the Plan shall be subject to the following process:

12.8.5.1 There shall be a secret ballot vote to approve or reject the proposed Plan. The method for conducting the secret ballot shall be determined and agreed upon in advance by site administration and site CUTA representatives.

12.8.5.2 The vote shall be held over several days.

12.8.5.3 The Principal and CUTA site representatives shall jointly conduct the election over several days and shall jointly count ballots.

12.8.5.4 In order for a Plan to be implemented, at least 60% of those voting must vote to approve the Plan.

12.8.5.5 If the 60% requirement is met, the Plan shall be implemented that following school year.

12.8.6 Disapproval of Proposed Plan for Subsequent School Year: If a site disapproves the proposed Plan, the site will return to the daily schedule that was in effect at the beginning of the current school year.

ARTICLE 13: NEGOTIATION PROCEDURES

13.1 Negotiations - General

No later than one hundred (100) days prior to the expiration of this Agreement, the Association and the Board shall exchange in writing all new proposals being offered for inclusion in the successor Agreement. The Board then shall schedule a public meeting within fifteen (15) days to present such proposals in accordance with the provisions of Government Code section 3547. Thereafter, the parties shall meet and negotiate regarding matters within the scope of representation.

13.2 Outside Consultants

The negotiating sessions shall be private; however, either party may utilize the services of outside consultants to assist in or be present at negotiations.

13.3 Representatives

The District and the Association may be represented in negotiation sessions by authorized officers, consultants, individual representatives, or committees.

13.4 Time, Place and Parameters

13.4.1 Negotiations' sessions will be held at times and places as mutually agreed upon by the parties.

13.4.2 In order to promote the most efficient use of the parties' time and resources, and to allow District teachers and other personnel to continue to devote their energies primarily to the education of students, the parties agree that continuity in the composition of the negotiating teams is mutually beneficial. In addition, the parties agree to the following parameters during any reopener or successor contract negotiations:

13.4.2.1 At their first session, the parties will estimate the number of sessions they anticipate will be necessary to reach tentative agreement on all issues. The parties will also schedule such sessions to arrive at a date by which they will attempt to arrive at a settlement.

13.4.2.2 If the parties do not reach agreement within the estimated number of sessions, the parties shall critically evaluate and appraise their positions in negotiations.

13.4.2.3 Based on the number and/or significance of outstanding issues, the parties may mutually agree to continue negotiations; absent such agreement, the parties shall jointly seek the assistance of a mediator through EERA impasse procedures, or any other resolution process jointly agreed to.

13.5 Number of Representatives

The Association shall be allowed release time for up to five (5) of its members for the purpose of meeting and negotiating at agreed upon meetings with District representatives on all matters within the scope of representation pursuant to Government Code section 3542.2. Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in negotiation sessions, they shall suffer no loss in compensation for such time spent meeting and negotiating with District representatives.

13.6 Reports

Both parties shall make available to each other, upon reasonable, written request, a copy of documents pertinent to the issues under negotiation, not otherwise privileged by law.

13.7 Tentative Agreements

Unless the parties agree to the contrary, when tentative agreement has been reached on an item, it shall be reduced to writing and initialed by the parties prior to adjournment of the session. All items remain tentative until the entire agreement is agreed to.

13.8 Final Approval

When final agreement has been reached on all items, the parties shall have the total agreement ratified by the Board and the membership of the Association.

ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT

14.1 Reporting Requirement

Each bargaining unit member shall be required to immediately report to his/her immediate supervisor any condition which may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. The immediate supervisor shall notify the bargaining unit member of actions to be taken and/or recommendations regarding the reported unsafe condition within two (2) working days. The immediate supervisor shall provide updates to the reporting unit member, upon request.

14.2 Assault on Unit Members

14.2.1 Requirement to Report

Bargaining unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the police.

14.2.2 Release Time/Release of Information

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the unit member for information in the possession of the Superintendent, excluding confidential information relating to the incident or the persons involved, and shall release the employee from duty when he/she is required to make a statement to the police or to appear in court.

14.2.3 Assault and Threats

If a unit member is assaulted or threatened in connection with the unit member's employment, the unit member shall immediately report the incident to their immediate supervisor and the District's Workplace Violence Prevention Program will be followed.

14.3 Suspension

14.3.1 Discipline Procedures

At the first school site staff meeting of the school year, the site administrator will discuss with the staff procedures to be followed in matters of student safety, discipline and punishment and will outline the roles and responsibilities of both the unit members and the site administrator.

School site administration shall distribute or make accessible a "Student/Parent Handbook" and student behavior management guidance to staff.

The District shall notify the unit member of any pupil who has engaged in, or is reasonably suspected to have engaged in, any suspensionable or expellable acts, in accordance with Education Code section 49079.

14.3.2 Unit Member's Right to Suspend

A unit member may suspend, for good cause, any pupil from his/her class for the day of the suspension and the following day. The unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the unit member shall contact the parent or guardian of the pupil. The teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher.

14.4 Unsafe Conditions

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

14.4.1 Environmental Safety

Copies of applicable workplace health and safety postings as required by law shall be posted at each worksite.

The District shall maintain an air quality monitor on its website to monitor local air quality conditions. The District will confer with the San Mateo County Office of Education and other local agencies for appropriate action during extreme circumstances. All classrooms will be provided with air filtration devices, which will be regularly maintained by the District. Teachers will be notified when maintenance has been completed on air filters.

14.4.2 Power Outages

In the event of a power outage at a school site during school hours, the District will make every effort to provide the affected school site with portable generators, as needed, and will provide each affected school site with walkie talkies.

14.4.3 School Closure

When the District decides to close schools due an emergency, unit members may be directed to provide asynchronous work and/or independent study as allowed by law if notified of the closure the previous day, as directed by the District. When school will be closed for more than two consecutive days, bargaining teams will meet to discuss next steps.

14.5 Personal Safety

14.5.1 Reporting Requirements

Unit members shall report any suspected infections or contagious disease which they believe endangers their safety. The student may be sent to the school office/nurse's station. The school nurse will report to the unit member the nature of the suspected disease and take such steps as the nurse and the immediate supervisor deem necessary to protect the safety of the employee.

14.5.2 Right to Refer Students

Bargaining unit members who believe their safety, or the safety of other students, to be endangered by a student's actions may refer such student to the school counselor or administrator. The counselor and/or administrator will respond to the referral within five (5) days with recommended action to be taken regarding said student.

14.5.3 Use of Reasonable Force

A unit member may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain dangerous objects upon the person, or within control of his/her duties.

14.6 Work Space

Site administration shall work with each unit member who travels from site to site to provide a workspace at their site. A unit member who is not able to resolve workspace has the right to meet with the Director of Human Resources, or designee, to discuss the problem.

14.7 Maintenance

A regular schedule of classroom cleaning shall be shared at all school sites.

The site administrator shall provide, upon written request of a bargaining unit member, any written documentation regarding cleaning schedules and air filter maintenance of HVAC systems.

14.8 Personal Property

Beginning August 1, 2026, all classrooms shall be fitted with one locking cabinet to secure a unit member’s possessions.

ARTICLE 15: BARGAINING UNIT MEMBER TRAVEL

15.1 Travel Reimbursement

15.1.1 Right to Request

Bargaining unit members assigned to more than one site and/or required by their immediate supervisor to perform tasks which require the use of their own automobile during the contract period may request reimbursement at the District's established rate.

15.1.2 Requirements for Submittal

The bargaining unit member may not submit for reimbursement until he/she has accrued mileage which will entitle him/her to a reimbursement of a minimum of five dollars ($5.00). Accumulation of mileage may occur over the entire school year and need not be submitted monthly.

ARTICLE 16: RIGHT TO CONSULT

16.1 Definition

The parties agree that consultation is an exchange of views in an attempt to clarify and/or resolve differences and not a continuation of the negotiation process.

The Association shall have the right to consult on:

a. Curriculum and instruction

b. Teaching conditions

c. Retirement and other matters mutually agreed upon

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Publications

All bargaining unit members who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold by the Board.

ARTICLE 18: NO STRIKE, NO LOCKOUT

18.1 Provisions

The Cabrillo Unified Teachers' Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Cabrillo Unified Teachers' Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit. During the terms of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Cabrillo Unified Teachers' Association members of other persons covered by this Agreement.

18.2 Limitation

It is also agreed that the provisions of section 18.1 are not in effect during reopener negotiations after the completion of the impasse procedure and that the parties' actions shall be governed by applicable law.

ARTICLE 19: EFFECT OF AGREEMENT

19.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties following one or more meetings involving one representative of the Board and one representative of the Association. Such alteration shall be in the form of a written amendment ratified by both parties.

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules of regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with the Agreement are not modified. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

19.2 Individual Contracts

Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

19.3 Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining unaffected articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

19.4 Miscellaneous

The Association agrees that it will not take any reprisals against any management employee or Board member regarding the administration of this Agreement, or any grievance filed hereunder.
There shall be two (2) signed copies of the final Agreement for recordkeeping purposes. One shall be retained by the District and one by the Association. Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have copies made and delivered to the bargaining unit.

ARTICLE 20: PROFESSIONAL GROWTH

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ARTICLE 21:

This article intentionally left blank

ARTICLE 22: EMPLOYEE/MANAGEMENT POSITIVE WORKING RELATIONSHIP'S TEAM (EMPWER TEAM)

This team of employees and district management will work together as equals to resolve issues and improve communication within the district.

22.1 Composition of EMPWR

22.1.1 There shall be established a Team which shall meet as determined by the Team, but in no event less than once per month.

22.1.2 CUTA shall be represented by one member from each school site. These members shall be approved by and report to the CUTA Executive Board.

22.1.3 District membership shall be by appointment of and include the Superintendent/designee, but not exceed the number of CUTA members on the Team.

22.1.4 CSEA membership, if any, shall be according to agreement between the District and CSEA.

22.1.5 Additional persons may be invited to the meetings upon mutual request.

21.2 Purpose/Scope

22.2.1 It is the intent of this Article to enable the District and the Association to work as cooperating peers in an environment of mutual respect to prevent issues from becoming problems and to resolve problems informally by consensus. Problems that cannot be solved in this manner will be referred elsewhere.

22.2.2 Subjects brought to the EMPWR Team shall be of district-wide (as opposed to a single site) concern, or concerns of a site which, despite good faith attempts by all parties involved, have not been resolved at the site level. It is not the intent of the parties to bypass communications between the teachers and site administrator; the parties agree that discussion of site level concerns should occur at the site.

22.2.3 The EMPWR Team is neither intended to supersede the Grievance Procedure provided in this Agreement nor to affect the right of a unit member or the Association to utilize that procedure.

22.3 Meeting Schedule/Compensation

22.3.1 The EMPWR Team shall schedule meetings so as to avoid disruption of classroom instruction and other District activities.

22.3.2 Compensation for CUTA members will be calculated on 2% of Step A-1, based on at least one meeting per month (at least 10 per year) and a minimum attendance requirement of 80% of all meetings in order to be eligible.

ARTICLE 23: DURATION AND REOPENERS

23.1 Duration

This Agreement shall be effective July 1, 2025 and shall continue in full force and effect through and including June 30, 2028.

23.2 Reopeners

23.2.1 For the second (2026-2027) and third (2027-2028) school years of this agreement, reopener negotiations shall occur on up to two (2) articles selected by each party, except for Article 2, “Compensation,” and Article 3, “Health and Welfare Benefits.”

23.2.2 The District and CUTA will negotiate the calendar annually or with any other frequency mutually agreed to.

23.2.3 Notwithstanding any provision of this Agreement, the parties may mutually agree to reopen negotiations at any time on any matter covered by this Agreement.

23.2.4 On or before March 1, 2028 the parties shall submit initial proposals for a successor negotiated agreement to begin in 2028-2029.

ARTICLE 24: DISCIPLINARY ACTION

The Cabrillo Unified School District and Cabrillo Unified Teachers Association mutually agree that the high professional standards of the District will be adhered to and will be applied in a consistent, fair manner to support professional accountability. It is the intent of this section to provide a supportive environment for unit members. The District may discipline a unit member only for just cause.

24.1 Just Cause

The following just cause guidelines shall be recognized:

24.1.1 The District's rules, regulations and policies shall be readily available to unit members Unit members shall be made aware upon initial employment of where such rules, etc. reside and are accessible. The District will notify CUTA of any revision or initiation of such rules, etc., the violation of which may subject unit members to discipline.

24.1.2 A fair and reasonable investigation shall include a review of pertinent information, an informal meeting to discuss with the unit member and member's representative, and a written statement of the incident or misconduct which form a basis for the disciplinary action.

24.1.3 Rules, orders, and penalties shall be applied fairly, according to the circumstances of the case.

24.2 Right to Representation

Teachers shall have the right to be accompanied by an Association representative at any meeting with the administrator where disciplinary action is contemplated or discussed. Teachers may be informed by the District of their right to Association representation prior to questioning by District management personnel in an instance in which the answers elicited reasonably could be expected to lead to disciplinary action against the unit member.

24.3 Progressive Discipline

In handling professional accountability, the following progressive discipline will be used. Progressive discipline means the level of discipline will be tailored to fit the severity of the offense; therefore, the serious nature of the offense may require by passing progressive discipline steps.

24.3.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, a written reprimand, or suspension without pay.

24.3.1.1 Verbal Counseling/Warning

Verbal counseling/warning may result in a post-conference summary memorandum. The post-conference summary memorandum will not be placed in the unit member's personnel file.

24.3.1.2 Written Warning

Subject to Article 8.1.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twenty-four (24) months. Written warnings will not be placed in the unit member's file. Written warnings shall include a statement of the potential next disciplinary steps.

24.3.1.3 Written Reprimand

Subject to Article 8.1.1 above, a written reprimand will not be used unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member will sign the reprimand to acknowledge receipt, and a copy may be placed in the unit member's personnel file. The Association member has 20 workdays in which to respond and the response will be attached to the reprimand in the personnel file as per contract Article 9.3. Written reprimands shall include a statement of the potential next disciplinary steps.

24.3.1.4 Suspension Without Pay

Subject to Article 8.1.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action and/or suspension history of the unit member.

24.3.2 Notice. Notice of written reprimand and suspension will be made in writing and served to the unit member in person by the superintendent or designee or by certified mail. A copy will be provided to the Association president. The notice of suspension will contain:

24.3.2.1 A statement of the specific acts or omissions upon which the action is based;

24.3.2.2 A statement of the cause(s) for which action is recommended;

24.3.2.3 Where applicable, the Education code section, policy, rule, regulation, or directive violated;

24.3.2.4 Penalty proposed and effective date;

24.3.2.5 Copies of the documentary evidence upon which the recommendation is based;

24.3.2.6 A statement of the unit member's right to appeal the proposed action by requesting a hearing pursuant to the procedures in Article 5 subject to Section 24.5 below.

24.4 Notice After Action Has Been Taken

In the event a unit member is removed from his/her position without advance notice a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position.

24.5 Appeal Procedure

24.5.1 Right to Appeal

Only suspension without pay may be appealed to arbitration pursuant to Article 5, Section 5.3.4 (pg. 10). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written reprimands, may be subject to review by the arbitrator.

24.5.2 Request for Appeal

The unit member must request an appeal by delivering written notice of appeal to the superintendent in person or by certified mail within ten (10) working days after receipt of the notice of suspension or written

reprimand. If the unit member does not demand an appeal within the above timeline, the suspension without pay may be imposed immediately by the superintendent or designee.

24.6 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law. Discussions with teachers regarding disciplinary action shall be conducted in an appropriately private setting apart from individuals not directly involved in the matter. This shall not constitute a waiver of representation.

24.7 Supersedes Ed Code 44944

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to the provisions of Education Code sections 44939, 44940 and 44942.

◆ APPENDICES

2025-26 CERTIFICATED SALARY SCHEDULE

	A	B	C	D
Years	MA or BA + 0 to 59	MA+15 or BA+60	MA+30 or BA+75	MA+45 or BA+90
Step 1	$ 67,544	$ 69,656	$ 72,279	$ 74,581
Step 2	$ 69,656	$ 72,896	$ 75,507	$ 77,809
Step 3	$ 72,896	$ 76,124	$ 78,734	$ 81,039
Step 4	$ 76,124	$ 79,353	$ 81,963	$ 84,265
Step 5	$ 79,353	$ 82,582	$ 85,192	$ 87,493
Step 6	$ 82,582	$ 85,807	$ 88,420	$ 90,722
Step 7	$ 85,807	$ 89,036	$ 91,648	$ 93,720
Step 8	$ 89,036	$ 92,264	$ 94,646	$ 97,177
Step 9	$ 92,264	$ 95,266	$ 98,103	$ 100,406
Step 10	$ 95,266	$ 98,720	$ 101,333	$ 103,635
Step 11	$ 98,720	$ 101,949	$ 104,560	$ 105,777
LONGEVITY				
Step 14		$ 106,802	$ 109,072	$ 109,705
Step 17		$ 110,997	$ 113,148	$ 114,554
Step 20			$ 117,223	$ 119,404
Step 23			$ 119,404	$ 124,257
Step 26			$ 124,280	$ 129,269

CALCULATIONS

1	The 2025-26 salary schedule increased by 2.5% effective July 1, 2025. An additional 3% increase effective July 1, 2026 approved by Governing Board March 12 ,2026.	
2	An annual stipend will be paid to each teacher for an earned Master's Degree.	$ 2,896
3	An annual stipend will be paid to each teacher for an earned Doctoral Degree.	$ 2,896
4	Beginning in the 2005-06 school year, an annual stipend will be paid to each teacher who receives National Board Certification.	$ 2,896
5	Number of paid days per school year:	185
6	Teachers with valid California teaching credentials will initially be placed on Column A unless additional units are verified for higher placement.	
7	A maximum of eleven (11) years prior credentialed experience shall be allowed for initial salary placement.	

2026-27 CERTIFICATED SALARY SCHEDULE

	A	B	C	D
Years	MA or BA + 0 to 59	MA+15 or BA+60	MA+30 or BA+75	MA+45 or BA+90
Step 1	$ 70,323	$ 72,521	$ 75,252	$ 77,649
Step 2	$ 72,521	$ 75,895	$ 78,613	$ 81,009
Step 3	$ 75,895	$ 79,255	$ 81,973	$ 84,372
Step 4	$ 79,255	$ 82,618	$ 85,335	$ 87,732
Step 5	$ 82,618	$ 85,979	$ 88,696	$ 91,092
Step 6	$ 85,979	$ 89,337	$ 92,057	$ 94,454
Step 7	$ 89,337	$ 92,698	$ 95,418	$ 97,575
Step 8	$ 92,698	$ 96,060	$ 98,540	$ 101,175
Step 9	$ 96,060	$ 99,184	$ 102,138	$ 104,536
Step 10	$ 99,184	$ 102,781	$ 105,501	$ 107,898
Step 11	$ 102,781	$ 106,142	$ 108,861	$ 110,128
LONGEVITY				
Step 13		$ 111,195	$ 113,559	$ 114,217
Step 15		$ 115,563	$ 117,802	$ 119,266
Step 17			$ 122,045	$ 124,316
Step 19			$ 124,316	$ 129,368
Step 21			$ 129,393	$ 134,586

CALCULATIONS

1	The 2026-27 salary schedule increased by 3% effective July 1, 2026. An additional 4% increase effective July 1, 2027 approved by Governing Board March 12, 2026.	
2	An annual stipend will be paid to each teacher for an earned Master's Degree.	$ 2,982
3	An annual stipend will be paid to each teacher for an earned Doctoral Degree.	$ 2,982
4	Beginning in the 2005-06 school year, an annual stipend will be paid to each teacher who receives National Board Certification.	$ 2,982
5	Number of paid days per school year:	187
6	Teachers with valid California teaching credentials will initially be placed on Column A unless additional units are verified for higher placement.	
7	A maximum of eleven (11) years prior credentialed experience shall be allowed for initial salary placement.	

2027-28 CERTIFICATED SALARY SCHEDULE

	A	B	C	D
Years	MA or BA + 0 to 59	MA+15 or BA+60	MA+30 or BA+75	MA+45 or BA+90
Step 1	$ 73,136	$ 75,422	$ 78,262	$ 80,755
Step 2	$ 75,422	$ 78,930	$ 81,757	$ 84,250
Step 3	$ 78,930	$ 82,425	$ 85,252	$ 87,747
Step 4	$ 82,425	$ 85,922	$ 88,748	$ 91,241
Step 5	$ 85,922	$ 89,418	$ 92,244	$ 94,736
Step 6	$ 89,418	$ 92,910	$ 95,739	$ 98,232
Step 7	$ 92,910	$ 96,406	$ 99,235	$ 101,478
Step 8	$ 96,406	$ 99,902	$ 102,481	$ 105,222
Step 9	$ 99,902	$ 103,152	$ 106,224	$ 108,718
Step 10	$ 103,152	$ 106,892	$ 109,721	$ 112,214
Step 11	$ 106,892	$ 110,388	$ 113,216	$ 114,533
LONGEVITY				
Step 13		$ 115,643	$ 118,101	$ 118,786
Step 15		$ 120,186	$ 122,514	$ 124,037
Step 17			$ 126,927	$ 129,289
Step 19			$ 129,289	$ 134,543
Step 21			$ 134,568	$ 139,970

CALCULATIONS

1	The 2027-28 salary schedule increased by 4% effective July 1, 2027. An additional 1% increase effective January 1, 2028 approved by Governing Board March 12, 2026.	
2	An annual stipend will be paid to each teacher for an earned Master's Degree.	$ 3,102
3	An annual stipend will be paid to each teacher for an earned Doctoral Degree.	$ 3,102
4	Beginning in the 2005-06 school year, an annual stipend will be paid to each teacher who receives National Board Certification.	$ 3,102
5	Number of paid days per school year:	187
6	Teachers with valid California teaching credentials will initially be placed on Column A unless additional units are verified for higher placement.	
7	A maximum of eleven (11) years prior credentialed experience shall be allowed for initial salary placement.	

2027-28 CERTIFICATED SALARY SCHEDULE

	A	B	C	D
Years	MA or BA + 0 to 59	MA+15 or BA+60	MA+30 or BA+75	MA+45 or BA+90
Step 1	$ 73,867	$ 76,176	$ 79,045	$ 81,562
Step 2	$ 76,176	$ 79,720	$ 82,575	$ 85,092
Step 3	$ 79,720	$ 83,249	$ 86,105	$ 88,624
Step 4	$ 83,249	$ 86,782	$ 89,636	$ 92,153
Step 5	$ 86,782	$ 90,313	$ 93,167	$ 95,683
Step 6	$ 90,313	$ 93,839	$ 96,696	$ 99,214
Step 7	$ 93,839	$ 97,370	$ 100,227	$ 102,493
Step 8	$ 97,370	$ 100,901	$ 103,506	$ 106,274
Step 9	$ 100,901	$ 104,183	$ 107,286	$ 109,805
Step 10	$ 104,183	$ 107,961	$ 110,818	$ 113,336
Step 11	$ 107,961	$ 111,492	$ 114,348	$ 115,679
LONGEVITY				
Step 13		$ 116,799	$ 119,282	$ 119,974
Step 15		$ 121,388	$ 123,739	$ 125,277
Step 17			$ 128,196	$ 130,582
Step 19			$ 130,582	$ 135,888
Step 21			$ 135,914	$ 141,370

CALCULATIONS

1	The 2027-28 salary schedule increased by 4% effective July 1, 2027. An additional 1% increase effective January 1, 2028 approved by Governing Board March 12, 2026.	
2	An annual stipend will be paid to each teacher for an earned Master's Degree.	$ 3,133
3	An annual stipend will be paid to each teacher for an earned Doctoral Degree.	$ 3,133
4	Beginning in the 2005-06 school year, an annual stipend will be paid to each teacher who receives National Board Certification.	$ 3,133
5	Number of paid days per school year:	187
6	Teachers with valid California teaching credentials will initially be placed on Column A unless additional units are verified for higher placement.	
7	A maximum of eleven (11) years prior credentialed experience shall be allowed for initial salary placement.	

CABRILLO UNIFIED SCHOOL DISTRICT

COCURRICULAR AND SPECIAL ASSIGNMENT SALARY SCHEDULE - 2025-26 (2.5%)

Cocurricular stipend amounts are based on a percentage of salary position A-1 on the CUTA Certificated Salary Schedule

A	A-1	B	C
$661.94	**$1,323.87**	**$1,985.81**	**$3,309.68**
0.0098*$67,544	0.0196*$67,544	0.0294*$67,544	0.049*$67,544
District Committees (8-10 meetings)	District Committees (11-15 meetings)	District Committees (16-20 meetings)	Chair District Committees (16-20 meetings)
Science Fair Coordinators		Chair District Committees (8-15 meetings)	Intermediate Basketball Coach
Outdoor Education Teacher		Outdoor Education Coordinator	Intermediate Cross-Country Coach
Site Leadership Team		Intermediate School Dance Coordinator	Intermediate Flag Football Coach
Board Advisory Committees		High School Dance Coordinator	Intermediate Soccer Coach
			Intermediate Tennis Coach
			Intermediate Track and Field
			Intermediate Volleyball Coach
			Intermediate Wrestling Coach
			Intermediate Jazz Band
			Intermediate Yearbook Coordinator

D	E	F	G
$3,971.61	**$4,633.55**	**$5,295.48**	**$12,000.00**
0.0588*$67,544	0.0686*$67,544	0.0784*$67,544	Fixed
HS Department Heads (5-12 periods)	HS Department Heads (13-18 periods)	HS Department Heads (19+ periods)	Lead Teacher
AVID Site Coordinator	Intermediate Department Head (5-22 periods)	Intermediate Department Head (23+ periods)	
JV Football Assistant Coach	District AVID Coordinator	Elementary Administrative Designee	
9th Grade Athletic Coach	High School Band Coordinator	ASB Activites Advisor	
	High School Newspaper Coordinator	Athletic Director (At 1.5 of column F)	
	High School Yearbook Coordinator	Cheerleading Coach	
	Varsity Assistant Football Coach	FFA Advisor	
	Varsity Assistant Soccer Coach (B/G)	Varsity Baseball Head Coach	
	High School Assistant Track Coach (B/G)	Varsity Basketball Head Coach (B/G)	
	High School Assistant Wrestling Coach	Varsity Cross Country Head Coach	
	JV Baseball Coach	Girls Flag Football Coach	
	JV Basketball Coach (B/G)	Varsity Golf Coach (B/G)	
	JV Football Coach	Varsity Football Head Coach	
	JV Soccer Coach (B/G)	Varsity Gymnastics Head Coach (B/G)	
	JV Softball Coach	Varsity Softball Head Coach	
	JV Tennis Coach (B/G)	Varsity Swimming Head Coach (B/G)	
	JV Volleyball Coach	Varsity Track Head Coach	
	JV Wrestling Coach (B/G)	Varsity Volleyball Head Coach	
		Varsity Water Polo Head Coach (B/G)	
		Varsity Tennis Coach (B/G)	
		Varsity Wrestling Head Coach (B/G)	
		Varsity Soccer Head Coach (B/G)	
		High School Scholarship Coordinator	
		Fall Play Director	
		Intermediate Athletic Director	
		Spring Musical Director	

On March 12, 2026, the CUSD Governing Board approved a 2.5% salary increase retroactive to July 1, 2025
On March 12, 2026, the CUSD Governing Board approved a 3% salary increase effective to July 1, 2026

On March 12, 2026, the CUSD Governing Board approved a 4% salary increase effective to July 1, 2027

On March 12, 2026, the CUSD Governing Board approved a 1% salary increase effective January 1, 2028

Board Approved March 12, 2026

CABRILLO UNIFIED SCHOOL DISTRICT

COCURRICULAR AND SPECIAL ASSIGNMENT SALARY SCHEDULE - 2026-27 (3%)

Cocurricular stipend amounts are based on a percentage of salary position A-1 on the CUTA Certificated Salary Schedule

A	A-1	B	C
$689.16	**$1,378.33**	**$2,067.49**	**$3,445.82**
0.0098*$70,323	0.0196*$70,323	0.0294*$70,323	0.049*$70,323
District Committees (8-10 meetings)	District Committees (11-15 meetings)	District Committees (16-20 meetings)	Chair District Committees (16-20 meetings)
Science Fair Coordinators		Chair District Committees (8-15 meetings)	Intermediate Basketball Coach
Outdoor Education Teacher		Outdoor Education Coordinator	Intermediate Cross-Country Coach
Site Leadership Team		Intermediate School Dance Coordinator	Intermediate Flag Football Coach
Board Advisory Committees		High School Dance Coordinator	Intermediate Soccer Coach
			Intermediate Tennis Coach
			Intermediate Track and Field
			Intermediate Volleyball Coach
			Intermediate Wrestling Coach
			Intermediate Jazz Band
			Intermediate Yearbook Coordinator

D	E	F	G
$4,134.99	**$4,824.16**	**$5,513.32**	**$12,000.00**
0.0588*$70,323	0.0686*$70,323	0.0784*$70,323	Fixed
HS Department Heads (5-12 periods)	HS Department Heads (13-18 periods)	HS Department Heads (19+ periods)	Lead Teacher
AVID Site Coordinator	Intermediate Department Head (5-22 periods)	Intermediate Department Head (23+ periods)	
JV Football Assistant Coach	District AVID Coordinator	Elementary Administrative Designee	
9th Grade Athletic Coach	High School Band Coordinator	ASB Activites Advisor	
	High School Newspaper Coordinator	Athletic Director (At 1.5 of column F)	
	High School Yearbook Coordinator	Cheerleading Coach	
	Varsity Assistant Football Coach	FFA Advisor	
	Varsity Assistant Soccer Coach (B/G)	Varsity Baseball Head Coach	
	High School Assistant Track Coach (B/G)	Varsity Basketball Head Coach (B/G)	
	High School Assistant Wrestling Coach	Varsity Cross Country Head Coach	
	JV Baseball Coach	Girls Flag Football Coach	
	JV Basketball Coach (B/G)	Varsity Golf Coach (B/G)	
	JV Football Coach	Varsity Football Head Coach	
	JV Soccer Coach (B/G)	Varsity Gymnastics Head Coach (B/G)	
	JV Softball Coach	Varsity Softball Head Coach	
	JV Tennis Coach (B/G)	Varsity Swimming Head Coach (B/G)	
	JV Volleyball Coach	Varsity Track Head Coach	
	JV Wrestling Coach (B/G)	Varsity Volleyball Head Coach	
		Varsity Water Polo Head Coach (B/G)	
		Varsity Tennis Coach (B/G)	
		Varsity Wrestling Head Coach (B/G)	
		Varsity Soccer Head Coach (B/G)	
		High School Scholarship Coordinator	
		Fall Play Director	
		Intermediate Athletic Director	
		Spring Musical Director	

On March 12, 2026, the CUSD Governing Board approved a 2.5% salary increase retroactive to July 1, 2025
On March 12, 2026, the CUSD Governing Board approved a 3% salary increase effective to July 1, 2026

On March 12, 2026, the CUSD Governing Board approved a 4% salary increase effective to July 1, 2027

On March 12, 2026, the CUSD Governing Board approved a 1% salary increase effective January 1, 2028

Board Approved March 12, 2026

CABRILLO UNIFIED SCHOOL DISTRICT

COCURRICULAR AND SPECIAL ASSIGNMENT SALARY SCHEDULE - 2027-28 (4%)

Cocurricular stipend amounts are based on a percentage of salary position A-1 on the CUTA Certificated Salary Schedule

A	A-1	B	C
$716.73	**$1,433.46**	**$2,150.19**	**$3,583.65**
0.0098*$73,136	0.0196*$73,136	0.0294*$73,136	0.049*$73,136
District Committees (8-10 meetings)	District Committees (11-15 meetings)	District Committees (16-20 meetings)	Chair District Committees (16-20 meetings)
Science Fair Coordinators		Chair District Committees (8-15 meetings)	Intermediate Basketball Coach
Outdoor Education Teacher		Outdoor Education Coordinator	Intermediate Cross-Country Coach
Site Leadership Team		Intermediate School Dance Coordinator	Intermediate Flag Football Coach
Board Advisory Committees		High School Dance Coordinator	Intermediate Soccer Coach
			Intermediate Tennis Coach
			Intermediate Track and Field
			Intermediate Volleyball Coach
			Intermediate Wrestling Coach
			Intermediate Jazz Band
			Intermediate Yearbook Coordinator

D	E	F	G
$4,300.40	**$5,017.13**	**$5,733.86**	**$12,000.00**
0.0588*$73,136	0.0686*$73,136	0.0784*$73,136	Fixed
HS Department Heads (5-12 periods)	HS Department Heads (13-18 periods)	HS Department Heads (19+ periods)	Lead Teacher
AVID Site Coordinator	Intermediate Department Head (5-22 periods)	Intermediate Department Head (23+ periods)	
JV Football Assistant Coach	District AVID Coordinator	Elementary Administrative Designee	
9th Grade Athletic Coach	High School Band Coordinator	ASB Activites Advisor	
	High School Newspaper Coordinator	Athletic Director (At 1.5 of column F)	
	High School Yearbook Coordinator	Cheerleading Coach	
	Varsity Assistant Football Coach	FFA Advisor	
	Varsity Assistant Soccer Coach (B/G)	Varsity Baseball Head Coach	
	High School Assistant Track Coach (B/G)	Varsity Basketball Head Coach (B/G)	
	High School Assistant Wrestling Coach	Varsity Cross Country Head Coach	
	JV Baseball Coach	Girls Flag Football Coach	
	JV Basketball Coach (B/G)	Varsity Golf Coach (B/G)	
	JV Football Coach	Varsity Football Head Coach	
	JV Soccer Coach (B/G)	Varsity Gymnastics Head Coach (B/G)	
	JV Softball Coach	Varsity Softball Head Coach	
	JV Tennis Coach (B/G)	Varsity Swimming Head Coach (B/G)	
	JV Volleyball Coach	Varsity Track Head Coach	
	JV Wrestling Coach (B/G)	Varsity Volleyball Head Coach	
		Varsity Water Polo Head Coach (B/G)	
		Varsity Tennis Coach (B/G)	
		Varsity Wrestling Head Coach (B/G)	
		Varsity Soccer Head Coach (B/G)	
		High School Scholarship Coordinator	
		Fall Play Director	
		Intermediate Athletic Director	
		Spring Musical Director	

On March 12, 2026, the CUSD Governing Board approved a 2.5% salary increase retroactive to July 1, 2025
On March 12, 2026, the CUSD Governing Board approved a 3% salary increase effective to July 1, 2026

On March 12, 2026, the CUSD Governing Board approved a 4% salary increase effective to July 1, 2027

On March 12, 2026, the CUSD Governing Board approved a 1% salary increase effective January 1, 2028

Board Approved March 12, 2026

CABRILLO UNIFIED SCHOOL DISTRICT

COCURRICULAR AND SPECIAL ASSIGNMENT SALARY SCHEDULE - 2027-28 (1% eff 01/01/2028)

Cocurricular stipend amounts are based on a percentage of salary position A-1 on the CUTA Certificated Salary Schedule

A	A-1	B	C
$723.90	**$1,447.80**	**$2,171.69**	**$3,619.49**
0.0098*$73,867	0.0196*$73,867	0.0294*$73,867	0.049*$73,867
District Committees (8-10 meetings)	District Committees (11-15 meetings)	District Committees (16-20 meetings)	Chair District Committees (16-20 meetings)
Science Fair Coordinators		Chair District Committees (8-15 meetings)	Intermediate Basketball Coach
Outdoor Education Teacher		Outdoor Education Coordinator	Intermediate Cross-Country Coach
Site Leadership Team		Intermediate School Dance Coordinator	Intermediate Flag Football Coach
Board Advisory Committees		High School Dance Coordinator	Intermediate Soccer Coach
			Intermediate Tennis Coach
			Intermediate Track and Field
			Intermediate Volleyball Coach
			Intermediate Wrestling Coach
			Intermediate Jazz Band
			Intermediate Yearbook Coordinator

D	E	F	G
$4,343.38	**$5,067.28**	**$5,791.17**	**$12,000.00**
0.0588*$73,867	0.0686*$73,867	0.0784*$73,867	Fixed
HS Department Heads (5-12 periods)	HS Department Heads (13-18 periods)	HS Department Heads (19+ periods)	Lead Teacher
AVID Site Coordinator	Intermediate Department Head (5-22 periods)	Intermediate Department Head (23+ periods)	
JV Football Assistant Coach	District AVID Coordinator	Elementary Administrative Designee	
9th Grade Athletic Coach	High School Band Coordinator	ASB Activites Advisor	
	High School Newspaper Coordinator	Athletic Director (At 1.5 of column F)	
	High School Yearbook Coordinator	Cheerleading Coach	
	Varsity Assistant Football Coach	FFA Advisor	
	Varsity Assistant Soccer Coach (B/G)	Varsity Baseball Head Coach	
	High School Assistant Track Coach (B/G)	Varsity Basketball Head Coach (B/G)	
	High School Assistant Wrestling Coach	Varsity Cross Country Head Coach	
	JV Baseball Coach	Girls Flag Football Coach	
	JV Basketball Coach (B/G)	Varsity Golf Coach (B/G)	
	JV Football Coach	Varsity Football Head Coach	
	JV Soccer Coach (B/G)	Varsity Gymnastics Head Coach (B/G)	
	JV Softball Coach	Varsity Softball Head Coach	
	JV Tennis Coach (B/G)	Varsity Swimming Head Coach (B/G)	
	JV Volleyball Coach	Varsity Track Head Coach	
	JV Wrestling Coach (B/G)	Varsity Volleyball Head Coach	
		Varsity Water Polo Head Coach (B/G)	
		Varsity Tennis Coach (B/G)	
		Varsity Wrestling Head Coach (B/G)	
		Varsity Soccer Head Coach (B/G)	
		High School Scholarship Coordinator	
		Fall Play Director	
		Intermediate Athletic Director	
		Spring Musical Director	

On March 12, 2026, the CUSD Governing Board approved a 2.5% salary increase retroactive to July 1, 2025
On March 12, 2026, the CUSD Governing Board approved a 3% salary increase effective to July 1, 2026

On March 12, 2026, the CUSD Governing Board approved a 4% salary increase effective to July 1, 2027

On March 12, 2026, the CUSD Governing Board approved a 1% salary increase effective January 1, 2028

Board Approved March 12, 2026

CABRILLO UNIFIED SCHOOL DISTRICT

STUDENT/TEACHER CALENDAR

2026-2027

JULY 2026

S	M	T	W	T	F	S
			1	2	3 H	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026 — 13 days

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10 SD	11W	12 W	13 ★	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2026 — 21 days

S	M	T	W	T	F	S
		1	2	3	4	5
6	7 H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026 — 21 days

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9 ■	10
11	12	13	14	15	16	17
18	19 PD	20	21	22	23	24
25	26	27	28	29	30 ▲	31

NOVEMBER 2026 — 15 days

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11 H	12	13	14
15	16	17	18	19	20	21
22	23 X	24 X	25 X	26 H	27 H	28
29	30					

DECEMBER 2026 — 14 days

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 ■	19
20	21 X	22 X	23 X	24 H	25 H	26
27	28 X	29 X	30 X	31 X		

★ First Day for All Students ..... Aug. 13
★ Last Day of 1st Semester -Minimum Day .... Dec. 18
★ Last Day for Students -Minimum Day ..... June 4

Elementary Schools Trimesters:
▲ End of First Trimester (55 days) ..... Oct. 30
▲ End of Second Trimester (61 days) ..... Feb. 26
★ End of Third Trimester (64 days) ..... June 4

Cunha Intermediate School/HMBHS/Pilarcitos HS:
■ End of First Quarter (41 days) ..... Oct. 9
■ End of Second Quarter (43 days) ..... Dec. 18
■ End of Third Quarter (47 days) ..... Mar. 19
★ End of Fourth Quarter (49 days) ..... June 4

Total Student Days ..... 180 days
Total Teacher Days ..... 187 days

LEGAL HOLIDAYS: H (Actual) = Non-School Days

Independence Day	July 4
Labor Day	Sept. 7
Veterans Day Observed	Nov. 11
Thanksgiving Day	Nov. 26
Day after Thanksgiving	Nov. 27
Federal Holiday Observed	Dec. 24-25
New Year's Day	Jan. 1
Martin Luther King Day	Jan. 18
President Days Observed*	Feb. 15 & 19
Friday of Spring Vacation*	Apr. 16
Memorial Day	May 31
Juneteenth Day**	June 18

* Board Adopted Holidays
** Limited to employees who work that day

BOARD ADOPTED SCHOOL RECESSES/NON-SCHOOL DAYS: X = Non-School Days

Thanksgiving Recess	Nov. 23 to Nov. 27
Winter Recess	Dec. 22 to Jan. 5
Presidents' Week	Feb. 15 to Feb. 19
Spring Recess	Apr. 12-16

PARENT CONFERENCE / REPORT CARDS
Elementary Schools:
Conferences - Minimum Days ..... Oct. 5-9
Conferences - Minimum Days ..... Mar. 8-12
Cunha Intermediate School:
Conferences - Minimum Days ..... Oct. 27-30

STAFF DEVELOPMENT: SD = Non-School Days for Students
Aug. 10

PROFESSIONAL DEVELOPMENT: PD = Non-School Days for Students 8:00 am- 4:00 pm
October 19 Jan. 5

TEACHER WORK DAYS: W = Non-School Days for Students
Aug. 11 & 12 Jan. 4 June 7

JANUARY 2027 — 17 days

S	M	T	W	T	F	S
					1 H	2
3	4 W	5 PD	6	7	8	9
10	11	12	13	14	15	16
17	18 H	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2027 — 15 days

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 H	16 X	17 X	18X	19 H	20
21	22	23	24	25	26 ▲	27
28						

MARCH 2027 — 23 days

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 ■	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027 — 17 days

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12 X	13 X	14 X	15 X	16 H	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2027 — 20 days

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31 H					

JUNE 2027 — 4 days

S	M	T	W	T	F	S
		1	2	3	4 ★	5
6	7 W	8	9	10	11	12
13	14	15	16	17	18 H	19
20	21	22	23	24	25	26
27	28	29	30			

Approved by Governing Board on October 9, 2025

CABRILLO UNIFIED SCHOOL DISTRICT

STUDENT/TEACHER CALENDAR

2027-2028

JULY 2027

S	M	T	W	T	F	S
				1	2	3
4	5 H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2027 — 14 days

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9 SD	10 W	11 W	12 ★	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2027 — 21 days

S	M	T	W	T	F	S
			1	2	3	4
5	6H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2027 — 20 days

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8 ■	9
10	11	12	13	14	15	16
17	18 PD	19	20	21	22	23
24	25	26	27	28	29 ▲	30
31						

NOVEMBER 2027 — 16 days

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11 H	12	13
14	15	16	17	18	19	20
21	22 X	23 X	24 X	25 H	26 H	27
28	29	30				

DECEMBER 2027 — 13 days

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 ■	18
19	20 X	21 X	22 X	23 H	24 H	25
26	27 X	28 X	29X	30 X	31 X	

★ First Day for All Students ..... Aug. 12
★ Last Day of 1st Semester -Minimum Day .... Dec. 17
★ Last Day for Students -Minimum Day ..... June 2

Elementary Schools Trimesters:
▲ End of First Trimester (55 days) ..... Oct. 29
▲ End of Second Trimester (61 days) ..... Feb. 25
★ End of Third Trimester (64 days) ..... June 4

Cunha Intermediate School/HMBHS/Pilarcitos HS:
■ End of First Quarter (41 days) ..... Oct. 8
■ End of Second Quarter (43 days) ..... Dec. 17
■ End of Third Quarter (47 days) ..... Mar. 17
★ End of Fourth Quarter (49 days) .....June 2

Total Student Days ..... 180 days
Total Teacher Days ..... 187 days

LEGAL HOLIDAYS: H (Actual) = Non-School Days
Independence Day Off ..... July 5
Labor Day ..... Sept. 6
Veterans Day Observed ..... Nov. 11
Thanksgiving Day ..... Nov. 25
Day after Thanksgiving ..... Nov. 26
Federal Holiday Observed ..... Dec. 23-24
New Year's Day Off ..... Dec. 31
Martin Luther King Day ..... Jan. 17
President Days Observed* ..... Feb. 14 & 18
Friday of Spring Vacation* ..... Apr. 14
Memorial Day ..... May 29
Juneteenth Day** ..... June 19

* Board Adopted Holidays
** Limited to employees who work that day

BOARD ADOPTED SCHOOL RECESSES/NON-SCHOOL DAYS: X = Non-School Days
Thanksgiving Recess ..... Nov. 22 to Nov. 23
Winter Recess ..... Dec. 20 to Jan. 5
Presidents' Week ..... Feb. 14 to Feb. 18
Spring Recess ..... Apr. 10-14

PARENT CONFERENCE / REPORT CARDS
Elementary Schools:
Conferences - Minimum Days ..... Oct. 4-8
Conferences - Minimum Days ..... Mar. 6-10
Cunha Intermediate School:
Conferences - Minimum Days ..... Oct. 26-29

STAFF DEVELOPMENT: SD =Non-School Days for Students

Aug. 9

PROFESSIONAL DEVELOPMENT: PD =Non-School Days for Students 8:00 am - 4:00 pm

October 18 Jan. 4

TEACHER WORK DAYS: W = Non-School Days for Students

Aug. 10 & 11 Jan. 3 June 5

JANUARY 2028 — 18 days

S	M	T	W	T	F	S
						1
2	3 W	4 PD	5	6	7	8
9	10	11	12	13	14	15
16	17 H	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2028 — 16 days

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 H	15 X	16 X	17X	18 H	19
20	21	22	23	24	25 ▲	26
27	28	29				

MARCH 2028 — 23 days

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 ■	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2028 — 15 days

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10 X	11 X	12 X	13 X	14 H	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2028 — 22 days

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 H	30	31			

JUNE 2028 — 2 days

S	M	T	W	T	F	S
				1	2 ★	3
4	5 W	6	7	8	9	10
11	12	13	14	15	16	17
18	19 H	20	21	22	23	24
25	26	27	28	29	30	

Approved by Governing Board on October 9, 2025

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Ave, Half Moon Bay, CA 94019 • 650-240-3232 • www.cabrillo.k12.ca.us

HEALTH BENEFIT (MONTHLY COST) SUMMARY

(MONTHLY DISTRICT CONTRIBUTION OF $300.00/ Month FOR CSEA/CUTA MEMBERS E+1 OR FAMILY HIRED AFTER JULY 1, 2011)

UNITED HEALTHCARE SV FULL NETWORK			
($20 Office Visit)			
GROUP NUMBER: HMO FVN(GKB/6LT)	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
PLAN COST	**1,265.60**	**2,531.19**	**3,581.62**
FULL-TIME EMPLOYEE HIRED PRIOR TO 7/1/11	221.16	442.31	625.85
CERTIFICATED FULL-TIME EMPLOYEE HIRED AFTER 7/1/11	221.16	1,186.75	2,237.18
CLASSIFIED FULL-TIME EMPLOYEE HIRED AFTER 7/1/11	221.16	1,186.75	2,237.18
RETIREE AND COBRA	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
COBRA	1,265.60	2,531.19	3,581.62
EARLY RETIREE	1,265.60	2,531.19	3,581.62

KAISER MEDICAL TRADITIONAL (HIGH) PLAN			
($20 Office Visit) (Rx $10)			
GROUP NUMBER: 38320	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
PLAN COST	**1,044.44**	**2,088.88**	**2,955.77**
FULL-TIME EMPLOYEE HIRED PRIOR TO 7/1/11	0.00	0.00	0.00
CERTIFICATED FULL-TIME EMPLOYEE HIRED AFTER 7/1/11	0.00	744.44	1,611.33
CLASSIFIED FULL-TIME EMPLOYEE HIRED AFTER 7/1/11	0.00	744.44	1,611.33
RETIREE AND COBRA	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
COBRA	1,044.44	2,088.88	2,955.77
EARLY RETIREE/ SPOUSE W/ MEDICARE/CHILDREN W/NON-MEDICARE	1,182.22	1,182.22	1,851.38
SENIOR ADVANTAGE (W/ MEDICARE A&B)/CHILDREN W/NON-MEDICARE	376.01	752.02	1,421.18

KAISER MEDICAL DEDUCTIBLE (LOW) PLAN			
($40 Office Visit) (Rx $10/ $20/ $30)			
GROUP NUMBER: 38320	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
PLAN COST	**812.20**	**1,624.39**	**2,298.52**
FULL-TIME EMPLOYEE HIRED PRIOR TO 7/1/11	0.00	0.00	0.00
CERTIFICATED FULL-TIME EMPLOYEE HIRED AFTER 7/1/11	0.00	279.95	954.08
CLASSIFIED FULL-TIME EMPLOYEE HIRED AFTER 7/1/11	0.00	279.95	954.08
COBRA	812.20	1,624.39	2,298.52

DELTA DENTAL ACTIVE GROUP			
GROUP NUMBER: 20441	**HOURS**	**ELIGIBILITY**	**MONTHLY FEE**
GROUP NUMBER **(ACTIVE)**	6.25 - 8.00	100%	101.00
GROUP NUMBER **(ACTIVE)**	4.25 - 6.24	75%	75.50
GROUP NUMBER **(ACTIVE)**	2.25 - 4.24	50%	50.00
GROUP NUMBER **(ACTIVE)**	0.00 - 2.24	25%	24.50
RETIREE AND COBRA	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
GROUP NUMBER **(RETIREE)**	58.00	116.00	173.00
GROUP NUMBER **(COBRA)**	58.00	116.00	173.00

VSP VISION SERVICE PLAN ACTIVE EMPLOYEES			
GROUP NUMBER:	**HOURS**	**ELIGIBILITY**	**MONTHLY FEE**
GROUP NUMBER **(ACTIVE)**	6.25 - 8.00	100%	0.00
GROUP NUMBER **(ACTIVE)**	4.25 - 6.24	75%	3.40
GROUP NUMBER **(ACTIVE)**	2.25 - 4.24	50%	6.80
GROUP NUMBER **(ACTIVE)**	0.00 - 2.24	25%	10.20
RETIREE AND COBRA	**EMPLOYEE**	**TWO PARTY**	**FAMILY**
GROUP NUMBER **(RETIREE)**	13.60	13.60	13.60
GROUP NUMBER **(COBRA)**	13.60	13.60	13.60

DELTA DENTAL®

Keep smiling

Delta Dental PPO™



Save with PPO

Visit a dentist in the PPO[1] network to maximize your savings.[2] These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.[3] Find a PPO dentist at **deltadentalins.com**.

Set up an online account

Get information about your plan, check benefits and eligibility information, find a network dentist and more. Sign up for an online account at **deltadentalins.com**.

Check in without an ID card

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your plan, they'll need your information. Prefer to have an ID card? Simply log in to your account to view or print your card.

Coordinate dual coverage

If you're covered under two plans, ask your dental office to include information about both plans with your claim — we'll handle the rest.

Understand transition of care

Generally, multi-stage procedures are covered under your current plan only if treatment began after your plan's effective date of coverage.[4] Log in to your online account to find this date.

Get LASIK and hearing aid discounts

With access to QualSight and Amplifon Hearing Health Care[5], you can receive significant savings on LASIK procedures and hearing aids. To take advantage of these discounts, call QualSight at **855-248-2020** and Amplifon at **888-779-1429**.

Save with a PPO dentist



PPO NON-PPO

[1] In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan.

[2] You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

[3] You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

[4] Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

[5] Vision corrective services and Amplifon's hearing health care services are not insured benefits. Delta Dental makes the vision corrective services program and hearing health care services program available to you to provide access to the preferred pricing for LASIK surgery and for hearing aids and other hearing health services.

West Virginia: Learn about our commitment to providing access to a quality dentist network at **deltadentalins.com/about/legal/index-enrollee.html**.

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HL_PPO #135419F (rev. 1/23)

Benefit Highlights: Delta Dental PPO ™

Effective Date: 10/1/2025

Plan Benefit Highlights for: Cabrillo Unified School District
(100% Active, 100% COBRA & P/T ER)

Group No: 20441 – 00201, 00205 & 00209

In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

Eligibility	For eligibility details, refer to the plan's Evidence/Certificate of Coverage (on file with your benefits administrator, plan sponsor or employer).		
Deductibles	None		
Maximums	**Delta Dental PPO dentists:** $1,700 per person each calendar year **Non-Delta Dental PPO dentists:** $1,500 per person each calendar year		
D & P counts toward maximum?	Yes		
Waiting Period(s)	Basic Services None	Major Services None	Prosthodontics None

Benefits and Covered Services*	**Delta Dental PPO dentists****	**Non-Delta Dental PPO dentists****
Diagnostic & Preventive Services (D & P) Exams, (3) cleanings and x-rays	100 %	70 - 100 %
Basic Services Fillings, posterior composites and sealants	100 %	70 - 100 %
Endodontics (root canals) Covered Under Basic Services	100 %	70 - 100 %
Periodontics (gum treatment) Covered Under Basic Services	100 %	70 - 100 %
Oral Surgery Covered Under Basic Services	100 %	70 - 100 %
Major Services Crowns, onlays and cast restorations	100 %	70 - 100 %
Prosthodontics Bridges and dentures	50 %	50 %
Dental Accident Benefits	100 % (Separate $1,000 maximum per person each calendar year)	

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

Delta Dental of California	**Customer Service**	**Claims Address**
560 Mission St., Suite 1300 San Francisco, CA 94105	866-499-3001	P.O. Box 997330 Sacramento, CA 95899-7330

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

A Look at Your VSP Vision Coverage

With VSP and CABRILLO USD, your health comes first.



Enroll in VSP® Vision Care to get access to savings and personalized vision care from a VSP network doctor for you and your family.

Value and savings you love.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras which provide offers from VSP and leading industry brands totaling over $3,000 in savings.

Provider choices you want.

With thousands of choices, getting the most out of your benefits is easy at a VSP Premier Edge™ location.

Shop online and connect your benefits.

Eyeconic® is the preferred VSP online retailer where you can shop in-network with your vision benefits. See your savings in real time when you shop over 70 brands of contacts, eyeglasses, and sunglasses.

Quality vision care you need.

You'll get great care from a VSP network doctor, including a WellVision Exam®. An annual eye exam not only helps you see well, but helps a doctor detect signs of eye conditions and health conditions, like diabetes and high blood pressure.

Using your benefit is easy!

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with Exclusive Member Extras. At your appointment, just tell them you have VSP.

vsp vision care

More Ways to Save

Extra

$20

to spend on Featured Frame Brands†

bebe · Calvin Klein · COLE HAAN · DRAGON · FLEXON · LONGCHAMP PARIS · and more

See all brands and offers at **vsp.com/offers**.

+

Up to

40%

Savings on lens enhancements‡

Enroll through your employer today.
Contact us: **800.877.7195** or **vsp.com**

Your VSP Vision Benefits Summary

CABRILLO USD and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Signature

vsp vision care

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
Your Coverage with a VSP Provider			
WELLVISION EXAM	• Focuses on your eyes and overall wellness • Routine retinal screening	$5 for exam and glasses Up to $39	Every 12 months
ESSENTIAL MEDICAL EYE CARE	• Retinal imaging for members with diabetes covered-in-full • Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. • Coordination with your medical coverage may apply. Ask your VSP network doctor for details.	$5 per exam	Available as needed
PRESCRIPTION GLASSES			
FRAME+	• $150 Featured Frame Brands allowance • $130 frame allowance • 20% savings on the amount over your allowance • $70 Costco frame allowance	Combined with exam	Every 24 months
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Impact-resistant lenses for dependent children	Combined with exam	Every 12 months
LENS ENHANCEMENTS	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 40% on other lens enhancements	$50 $80 - $90 $120 - $160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	• $120 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation)	$0	Every 12 months
ADDITIONAL SAVINGS	**Glasses and Sunglasses** • Discover all current eyewear offers and savings at **vsp.com/offers**. • 30% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% savings from a VSP provider within 12 months of your last WellVision Exam.		
	Laser Vision Correction • Average of 15% off the regular price; discounts available at contracted facilities. • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor		
	Exclusive Member Extras for VSP Members • Contact lens rebates, lens satisfaction guarantees, and more offers at **vsp.com/offers**. • Save up to 60% on digital hearing aids with TruHearing®. Visit **vsp.com/offers**/special-offers/hearing-aids for details. • Enjoy everyday savings on health, wellness, and more with VSP Simple Values.		

YOUR COVERAGE GOES FURTHER IN-NETWORK

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to **vsp.com** to find an in-network provider.

†Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.
‡Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.
+Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington. Premier Edge is not available for some members in the state of Texas.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on **vsp.com**.

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VSP, Eyeconic, and WellVision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102898 VCCM

Classification: Restricted

Cabrillo Unified School District

Position/Personnel Action Request (PAR)

Position Information

Date: _____ **Site/Department:** _____ **Classification:**

FTE: _____ **or Hours per day:** ____ **Position Title:** _____ **Physical Work Site:** _____

Effective Date: _____ **to:** _____ **Daily Schedule:** _____ **to:** _____ **Days:** **M T W Th F**

ACTION: _____

Vacancy/Request to Fill *Replacement for:* _____ *Reason:* _____

New Position *Reason:* _____ *Funding Source:* _____

Assignment Change *From:* _____ *To:* _____ *Temporary or Permanent:* _____

Close Position _____

Comments/Justification/ Additional Information

Principal/Hiring Manager: _____ *Date:* _____

Position Control

Account Code(s)	1. ___ ___ - _____ - ___ ___ - _____ - _____ - _____ - _____ - ____ —- —- —- % 2. ___ ___ - _____ - ___ ___ - _____ - _____ - _____ - _____ - ____ —- —- —- % Total FTE _____ 3. ___ ___ - _____ - ___ ___ - _____ - _____ - _____ - _____ - ____ —- —- —- % 4. ___ ___ - _____ - ___ ___ - _____ - _____ - _____ - _____ - ____ —- —- —- %			
Position Information	PAR Reference Number	Position #	Processed by	Date
	Additional Information			
Approval: Director of Personnel		Signature		Date
Approval: Chief Business Officer		Signature		Date

Human Resources

Position Filled by: _____ **Date of Service Begins/Effective**: _____

Salary Placement: _____ **Number of Hours**: _____

☐ Employ ☐ Promotion ☐ Transfer ☐ Increase in House/FTE
☐ Substitute Long-Term ☐ Temporary Decrease/Increase in Hours/FTE
☐ Other _____

Notes:

_____ _____
Director of Personnel Date

Cabrillo Unified School District
Personnel Department

INITIAL CONFERENCE FORM

_____ _____
Bargaining Unit Member's Name Site

_____ Temp Prob I Prob 2 Perm
Assignment Other

_____ _____
Evaluator Date

EVALUATION CRITERIA – California Standards for Teaching Profession

1st Year Nontenured	2 Standards	Standards 2 and 4
2nd Year Nontenured	3 Standards	Standards 1, 3 and 5
3rd + Year Nontenured	2 Standards	1 Selected by Teacher/1 Selected by Evaluator
Permanent Teachers	2 Standards	1 Selected By Teacher/1 Selected by Evaluator

Standards to be addressed:

___ 1. Engaging and supporting all students in learning.
___ 2. Creating and maintaining effective environments for student learning.
___ 3. Understanding and organizing subject matter for student learning.
___ 4. Planning instruction and designing learning experiences for all students.
___ 5. Assessing student learning.
___ 6. Developing as a professional educator.

SPECIFIC POTENTIAL CONDITIONS TO CONSIDER

9.4.2 At the initial conference, the bargaining unit member may enumerate specific potential conditions which she/he feels should be considered by the evaluator when making the evaluation.

_____
_____
_____
_____
_____
_____
_____
_____

INITIAL CONFERENCE FORM (continued)

ELEMENTS OF FOCUS (OPTIONAL)

9.4.3 At the initial conference, one mutually-agreed upon element of focus may be written for each of the standards selected. **Additional individual elements of focus may be added by the bargaining member's immediate supervisor and/or bargaining unit member, not to exceed one each. The bargaining member shall retain the right to make written responses in relation to these additional elements of focus.**

Mutually agreed upon element of focus:

_____
_____
_____
_____
_____

Bargaining Unit Member's element of focus:

_____
_____
_____
_____
_____

Supervisor's element of focus:

_____
_____
_____
_____
_____

9.4.4 Any element of focus written as per 9.4.3 above may be revised prior to March 1 by mutual consent of the bargaining unit member and the evaluator.

_____ _____
Evaluator's Signature Date

_____ _____
Employee's Signature Date

DISTRIBUTION: Personnel File; Supervisor; Teacher

Cabrillo Unified School District
Personnel Department

OBSERVATION OF CLASSROOM TEACHING

Bargaining Unit Member:_____Grade:___ Subject:_____

Date:_____ Time: From_____to_____

Academic Content Standards Addressed:

Lesson Objective(s):

Observations related to the California Standards for the Teaching Profession (CSTP):

Evaluator's Comments:

Bargaining Unit Member Statement (optional):

_____ _____
Evaluator's Signature Date

_____ _____
Bargaining Unit Member's Signature Date

6.6 Written observation summaries shall not be based on observations of less than 30 minutes. A conference will be held following any observation if requested by either the bargaining unit member or the evaluator. In all cases each written observation summary shall be signed by the bargaining unit member as acknowledgment.

CABRILLO UNIFIED SCHOOL DISTRICT

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Personnel Department

CERTIFICATED FINAL EVALUATION

Statement of Purpose

The purpose of the Cabrillo Unified School District Evaluation System is to support staff in developing and maintaining high standards of professional practice, and to:

- Acknowledge individual strengths
- Provide feedback and support
- Identify and address needs of teachers with varying levels of experience
- Encourage self-reflection
- Ensure student growth and development

Bargaining Unit Member_____ **Date**_____ **School & Assignment**_____ **Temp**___ **Prob I**___**Prob II**___**Perm**___**Other**____ **Standards Evaluated**_____ _____ _____ *'NE' in a box means this element was not evaluated.*	**Does Not Meet Standards**	**Progress Toward Standards is Evident**	**Meets Standards**	**COMMENTS**
1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING				
A. Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.				
B. Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.				
C. Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.				
D. Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes				
Standard Summary				

2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

A.	Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social-emotional growth.				
B.	Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.				
C.	Teachers organize and manage learning structures, processes, resources, and support in order to provide a safe and productive learning environment in which each student can grow and thrive.				
D.	Teachers build on students' assets - students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences - to ensure that students' identities are included in classroom interactions and future learning experiences.				
	Standard Summary				

Bargaining Unit Member_____	Does Not Meet Standards	Progress Toward Standards is Evident	Meets Standards	COMMENTS
3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING				
A. Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address Pre-K - 12 state content standards and local subject - and grade level expectations, and also promote students' social-emotional and language development.				
B. Teachers engage students in real-world applications and leverage student's unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.				
C. Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social-emotional concepts, to promote each learner's growth.				
D. Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.				
E. Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social-emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.				
Standard Summary				
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS				
A. Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.				
B. Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.				
C. Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.				
D. Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.				
Standard Summary				

5. ASSESSING STUDENT LEARNING

A.	Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed towards supporting each student's achievement and well-being.				
B.	Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social-emotional learning.				
C.	Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.				
D.	Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.				
	Standard Summary				

Bargaining Unit Member_____	**Does Not Meet Standards**	**Progress Toward Standards is Evident**	**Meets Standards**	**COMMENTS**

6. DEVELOPING AS A PROFESSIONAL EDUCATOR

A.	Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.				
B.	Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social-emotional support, and equitable practices, that enable each student - including historically and persistently underserved students - to reach identified goals.				
C.	Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social-emotional development. This common 2024 CALIFORNIA STANDARDS FOR 24 HE PROFESSION (CTSP) understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.				
D.	Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each students' growth and well-being.				
E.	Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.				
F.	Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.				
	Standard Summary				

Overall Evaluation

☐ Meets Standards
Satisfactory performance at standards is evident. (Overall satisfactory evaluation**)**

☐ Progressing
Satisfactory progress toward standards is evident. (Overall satisfactory evaluation**)**

☐ Does Not Meet Standards
Two or more Elements checked ‘‘Does Not Meet Standards’’
(Overall unsatisfactory evaluation)

____Referred to Peer Assistance and Review (PAR) Teacher’s Initials____

____Professional Practice Support Plan Received Teacher’s Initials____
(Refer to article 9.10 Professional Practice Support Plan)

Evaluator’s Statement:

Bargaining Unit Member’s Statement (optional):

EVALUATOR’S SIGNATURE **DATE: _____**

BARGAINING UNIT MEMBER’S SIGNATURE **DATE: _____**

CABRILLO UNIFIED SCHOOL DISTRICT

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Temporary and Probationary School Counselors

SCHOOL COUNSELOR FINAL EVALUATION

Statement of Purpose

The purpose of the Cabrillo Unified School District Evaluation System is to support staff in developing and maintaining high standards of professional practice, and to:

- Acknowledge individual strengths
- Provide feedback and support
- Identify and address needs of teachers with varying levels of experience
- Encourage self-reflection
- Ensure student growth and development

Bargaining Unit Member_____ **Date**_____ **School & Assignment**_____ **Temp___ Prob I___Prob II___Perm___Other____** **Standards Evaluated**_____ _____ _____ *'NE' in a box means this element was not evaluated.*	**Does Not Meet Standards**	**Progress Toward Standards is Evident**	**Meets Standards**	**COMMENTS**
1. PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT				
1.1 Effective school counselors emphasize leadership in the creation of comprehensive school counseling programs. School counselors exhibit leadership qualities through collaboration, advocacy, utilizing measurable student outcomes, and a dedication to social justice and equity.				
1.2 Effective school counselors emphasize the importance of upholding ethical mandates and developing a critical reflective practice.				
1.3 Effective school counselors continuously refine their skills, expand their knowledge base, and enhance their effectiveness in supporting the academic, personal, and social growth of their students through ongoing professional development.				
1.4 Effective school counselors recognize and leverage the cultural assets and resources students of diverse backgrounds, rejecting biased or stereotypical materials and enhancing the curriculum to embrace their heritage.				
Standard Summary				
2. SCHOOL BASED MENTAL HEALTH				
2.1 Effective school counselors focus on preventive care rather than reactive. Activities associated with this standard include preventing academic and/ or social problems by building a healthy learning environment for students. This includes building systems and addressing policies where mental and behavioral health are valued and prioritized and by employing inclusive and culturally responsive strategies that reduce stigma and remove systemic barriers.				
2.2 Effective school counselors play a vital role in early identification of students or subgroups who display early signs and symptoms of mental health problems through specialized support services.				
2.3 Effective school counselors are at the intersection of education with intensive support systems to address acute and chronic mental health needs of students. This includes conducting suicide assessments and working as a conduit for therapeutic treatment of students.				
Standard Summary				

FINAL EVALUATION (CONTINUED)

Bargaining Unit Member_____	Does Not Meet Standards	Progress Toward Standards is Evident	Meets Standards	COMMENTS
3. SCHOOL COUNSELING DOMAINS: ACADEMIC, POSTSECONDARY, AND SOCIAL EMOTIONAL DEVELOPMENT				
3.1 Effective school counselors foster academic excellence and success for all students by considering individual strengths, needs, and challenges. School counselors collaborate with various educational partners to provide appropriate support, eliminate barriers, and guide students on their educational pathways, contributing to a positive and empowering learning experience for all students within the school community.				
3.2 Effective school counselors work within a cradle to career support system. In a scope and sequence frame, they educate students at all grade levels and prepare students to access various postsecondary options and provide comprehensive information regarding career pathways and financial aid to support informed decision making. Additionally, they educate students and caregivers on the sequential steps needed to prepare for admission into postsecondary institutions and workforce opportunities.				
3.3 Effective school counselors provide grade-level appropriate Social Emotional Learning (SEL) lessons, fostering emotional intelligence and well-being in students. This comprehensive approach integrates SEL principles into a schoolwide skill-building system, aligned with grade-level standards and SEL benchmarks, ensuring a positive and lasting impact on students' lives both inside and outside the school environment.				
Standard Summary				
4. MULTI-TIERED SYSTEM OF SUPPORT (MTSS)				
4.1 Effective school counselors design and deliver programs and services aligned with the California MTSS framework.				
4.2 Effective school counselors utilize data to inform decision-making and drive improvements in student outcomes.				
4.3 Effective school counselors foster a school-wide approach aimed at enhancing and refining MTSS to better meet the needs of all students through establishing collaborative partnerships.				
Standard Summary				
5. INDIRECT SERVICES: COORDINATION, COLLABORATION, CONSULTATION & SUPERVISION				
5.1 Effective school counselors emphasize working together with various partners within the school and the broader community to enhance school-based services.				
5.2 Effective school counselors engage with consultees (parent, teacher, administrator, etc.) with the primary objective of fostering positive change in students.				
5.3 Effective school counselors take on the responsibility of overseeing and guiding various professionals, agencies, volunteers, paraprofessionals and pre-service school counselors who provide pupil personnel related services within the school setting as required in law (80049.1(c)).				
Standard Summary				

FINAL EVALUATION (CONTINUED)

Bargaining Unit Member_____	Does Not Meet Standards	Progress Toward Standards is Evident	Meets Standards	COMMENTS
6. CREATING AND MAINTAINING SAFE, SUPPORTIVE AND INCLUSIVE ENVIRONMENTS FOR STUDENT WELL-BEING				
6.1 Effective school counselors foster a positive school climate promoting inclusivity, empathy, and respectful interactions among students and staff in order to reduce conflict.				
6.2 Effective school counselors contribute to a safe and secure learning environment by being accessible for reporting threats, intervening with students involved in unsafe behaviors and incorporating substance abuse prevention measures.				
6.3 Effective school counselors foster academic, social, and personal engagement through strategies that promote involvement, collaboration, and a sense of belonging within the school community.				
Standard Summary				

Overall Evaluation

☐ Meets Standards
Satisfactory performance at standards is evident. (Overall satisfactory evaluation**)**

☐ Progressing
Satisfactory progress toward standards is evident. (Overall satisfactory evaluation**)**

☐ Does Not Meet Standards
Two or more Elements checked "Does Not Meet Standards"
(Overall unsatisfactory evaluation)

____Referred to Peer Assistance and Review (PAR) Teacher's Initials____

____Professional Practice Support Plan Received Teacher's Initials____
(Refer to article 9.10 Professional Practice Support Plan)

FINAL EVALUATION (CONTINUED)

Evaluator's Statement:

Bargaining Unit Member's Statement (optional):

EVALUATOR'S SIGNATURE **DATE**

BARGAINING UNIT MEMBER'S SIGNATURE **DATE**

The Bargaining Unit Member's signature means only that this document has been reviewed and received.
The Bargaining Unit Member may submit any signed, written comments he/she wishes, which will be attached to this document and placed in the Bargaining Unit Member's personnel file.

Cabrillo Unified School District

EVALUATION FORM
FOR
COCURRICULAR PERSONNEL

Name _____ Date _____

I. Position:

II. Areas of Deficiencies:

III. Recommendations:

IV. Employment Recommendations:

_____ Retain in position, pending satisfactory fulfillment of recommendations listed above in III.

_____ Terminate (specify reasons for action taken).

V. Evaluatee's Comments:

My signature does not necessarily signify agreement with this evaluation.

_____ Evaluator

_____ Date

_____ Evaluatee

_____ Date

Policy 1312.1: Complaints Concerning District Employees

Status: ADOPTED

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 10/10/2019 **| Last Reviewed Date:** 10/10/2019

The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants.

Appeals

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with Government Code 54957 unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

The Board's decision shall be final.

Regulation 1312.1: Complaints Concerning District Employees

Status: ADOPTED

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 10/10/2019 **| Last Reviewed Date:** 10/10/2019

Every effort should be made to resolve complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.

If a complainant is unable or unwilling to resolve the complaint directly with the employee, the complainant may submit a written complaint to the principal or other immediate supervisor of the employee. Complaints related to a principal or district administrator shall be initially filed in writing with the Superintendent or designee. If the complainant is unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.

A written complaint shall include the full name of the employee involved, a brief but specific summary of the complaint and the facts surrounding it, and a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. When a written complaint is received, the employee who is the subject of the complaint shall be notified within five days or in accordance with the collective bargaining agreement.

2. The principal or other immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.

3. Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.

4. Either the complainant or the employee against whom the complaint was made may appeal the decision. A decision by the principal or immediate supervisor may be appealed to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. Either the complainant or the employee may appeal the Superintendent's decision to the Governing Board.

5. If the decision is appealed to the Board, the Superintendent or designee shall submit to the Board the following information:

    a. The full name of each employee involved

    b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response

    c. A copy of the signed original complaint

    d. A summary of the action taken by the Superintendent or designee and the reasons that the problem has not been resolved