



**CONTRACT
OF
AGREEMENT**

BETWEEN THE

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

AND

CONEJO VALLEY PUPIL PERSONNEL ASSOCIATION

2021-2024

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	Agreement	2
2	Recognition	2
3	Negotiation Procedures	2
4	Definitions	3
5	Employee Legal Protection	4
6	Association Rights	5
7	Employee Benefits Additional to Salary	6
8	Work Period	12
9	Ratio of Pupil Personnel Services	13
10	Leaves of Absence	14
11	Professional Dues	25
12	Conformity to Law Clause	26
13	Subordination Clause	26
14	Personnel File	26
15	Evaluation Procedures	27
16	Informal Resolution of Problems	30
17	Grievances	31
18	Safety in the Work Place	35
19	Physical Examinations	36
20	Transfer and Changes in Site Placement	37
21	Salary	42
22	Nondiscrimination Clause	44
23	Confidentiality	45
24	Academic Freedom	45
25	No Strike or Lockout	46
26	Processing Complaints and Charges	46
27	Extended School Programs and Summer School	49
28	Job Sharing	51
29	Part Time Assignments	53
30	District Committee Representation	54
31	Duration	55
	Salary Schedule	56
	Index	57

ARTICLE 1
AGREEMENT

- A. The following articles and provisions constitute a Contract of Agreement by and between the Conejo Valley Unified School District (hereinafter referred to as "the District") and the Conejo Valley Pupil Personnel Association (hereinafter referred to as "C.V.P.P.A." or "the bargaining unit" or "the association"), an employee organization.
- B. This Contract is entered into pursuant to Chapter 10.7, Sections 3540 to 3549.9 of Division 4 of Title 1 of the Government Code.
- C. This Agreement shall remain in full force and effect from July 1, 2021- June 30, 2024 with reopeners in school years 2022-23 and 2023-2024 on Salary, Employee Benefits Additional to Salary, and two articles of each party choice.

ARTICLE 2
RECOGNITION

The District recognizes C.V.P.P.A. as the exclusive representative of counselors and psychologists employed by the District, excluding all other certificated employees, management, confidential, and supervisory employees, as defined by the contract.

ARTICLE 3
NEGOTIATION PROCEDURES

- A. No later than one hundred and twenty (120) days prior to the date on which this Agreement expires, the parties shall meet and negotiate on a successor Agreement. Any such Agreement reached between the parties shall be in writing and signed by them.
- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. The parties may discharge their respective duties by means of authorized officers, individuals, representatives or committees.

- D. Negotiations shall take place at mutually agreeable times and places during the regular school day. The first day of such meetings shall be held within five (5) days from receipt of a written request from either party.
- E. The CVPPA shall designate four (4) representatives who shall each receive release time without loss in compensation to attend negotiations and impasse proceedings.
- F. The District shall furnish the CVPPA with two (2) copies of budgetary, educational and other public information upon their development that is necessary for the CVPPA to fulfill its role in the negotiation procedure as the exclusive bargaining representative.
- G. No later than October 15 of each year during which this Contract is in effect the Board shall furnish the CVPPA with a list of placement on the salary schedule of personnel as of October 1 of that year, and, no later than the second Tuesday following commencement of the second semester, the Board shall furnish the CVPPA with a list of placement on the salary schedule of personnel who were employed as of the first day of the second semester.
- H. The parties agree that they have met and negotiated on all points on which they are required to do so by law and that the Contract of Agreement includes all agreements reached for purposes of inclusion in a Contract of Agreement for the period for which this Contract shall be effective and that without mutual agreement of the parties no further items shall be suggested on which meeting or negotiating is mandatory during the lifetime of this Contract of Agreement.

ARTICLE 4

DEFINITIONS

The terms "counselors" and "psychologists" shall include any certificated employee in the Conejo Valley Unified School District who is required to have, as a condition of employment, a pupil personnel credential (Education Code 35300 and 44830) and is functioning in the role of a school counselor or school psychologist.

Assignment-The placement of a unit member at a specific site(s).

Beyond Contracted Day – Any duties assigned beyond the 8 hour work day.

Contractual Day – A day in which unit members are on paid duty.

Daily Rate of Pay- The annual salary of unit member divided by the number of days he/she is required to be on duty.

Elementary – Grades Tk-5

Extended School Year (ESY) – Special Education Summer School

Flexible Work Time – When the schedule involves extending work hours (beyond 8 hrs.) on a given day, flexible work hours on a subsequent day may be taken with prior agreement between member and a site administrator or supervisor.

High School – Grades 9-12

Hourly Rate of Pay or Professional Workday- The daily rate of pay divided by eight (8).

Instructional Day-That portion of a contractual day during which pupils are on campus for instructional purposes.

Middle School – Grades 6-8

On Duty- That period of time during which a unit member is working and performing services for the District. This does not include their duty free lunch period.

Staffing Pattern – A pattern of anticipated assignment(s).

Summer School – Instruction provided to students during the summer months

ARTICLE 5

EMPLOYEE LEGAL PROTECTION

- A. In the event that a member of the unit, while in the course and scope of discharging his/her duties, should be battered, the District agrees to provide legal support for such member.
- B. The District will carry liability insurance to provide protection for

members of the unit against property loss arising from battery or from civil suit relating thereto, initiated against such member for action while such member was in a reasonable and prudent manner performing duties in the course and scope of his/her employment.

- C. The District will carry liability insurance to provide protection for members of the unit against property loss arising from battery or from civil suit relating thereto, initiated against such member for action while such member was in a reasonable and prudent manner performing duties in the course and scope of his/her employment.
- D. The District shall reimburse members of the unit for any loss, damage or destruction of clothing or personal property due to battery on the member while on duty in the school, on the school premises, or on a school-sponsored activity unless such damage is due to negligence or fault by the member. Any other cases resulting in loss or damage will be considered for reimbursement on an individual basis by the District.
- E. In other instances, personal property of the unit members will not be repaired or replaced in the event it is lost, stolen, or damaged.

ARTICLE 6

ASSOCIATION RIGHTS

- A. The CVPPA Organizational Rights and Privileges
 - 1. No reprisal for any member or leader shall take place because of organization membership or activity.
 - 2. Authorized representatives of the CVPPA shall, upon prior notice to the District, be permitted to transact business relating to the implementation of this Agreement or other related business of the CVPPA on school property at times when students or employees would not be interrupted in their work or studies. The phrase "prior notice to the District" means, in the case of a school, notice to and concurrence of the principal or his/her designee and, in the case of another type of installation (such as an office), notice to and concurrence of the senior officer of the District in charge of

the installation or his/her designee.

3. The CVPPA shall have the right to use school buildings and facilities for meetings as provided by Section 3543.1 of the Rodda Act.

B. Other

1. The CVPPA shall have access to the agenda and minutes in advance of all scheduled Board meetings.
2. The CVPPA shall be notified via District website posting and posting at each school site of all certificated position vacancies that occur within the unit.
3. The CVPPA shall have payroll deduction privileges for every member of the unit.

ARTICLE 7

EMPLOYEE BENEFITS ADDITIONAL TO SALARY

*****Please see overview of health benefits at our internal website at <http://www.conejousd.org/Departments/Human-Resources/Employee-Health-Benefits>**

District agrees to maintain medical benefit coverage provided below for all eligible members of the unit and their dependents. Dependent children are covered until age 26. Dependent children (ages 19 until age 26) who are full-time students in a post-secondary education program will be also eligible for, dental, vision, and life insurance. To be eligible under this provision, a post-secondary student must be enrolled in and successfully complete a minimum of twenty-four (24) or equivalent semester units per calendar year. Such eligibility is subject to annual written certification and/or verification (college transcript) by the employee to the District, or such other means as may be required by the health plan administrator. Post-secondary includes trade school, college or university.

A dependent spouse/domestic partner of an employee of CVUSD who can obtain medical coverage through their employer for \$400 or less (out of pocket) per month are not eligible for primary District

medical coverage. A spouse utilizing medical coverage through their employer may be added as a dependent to receive “secondary coverage” through the district. The monthly premium to include them as a dependent would then apply. Secondary coverage is defined as medical insurance coverage billed after a spouse’s primary medical insurance is billed first. If a spouse loses coverage from his/her employer, or the fee is increased beyond the \$400 threshold, he/she may enroll in CVUSD’s plan at that time. Spouses are required to submit a Spouse/Domestic Partner Medical Coverage Verification form prior to receiving District benefits.

A dependent spouse/domestic partner of an employee of eligible unit members may receive dental, vision, and life insurance coverage at no additional charge to the employee. Please check with the health benefits department to verify that all the appropriate paperwork has been submitted.

Every unit member eligible to receive medical benefits through CVUSD must pay a monthly medical premium contribution through payroll deduction. Please refer to the CVUSD Benefits web page for current information.

Should the Health & Welfare Fund ending balance exceed \$5,000,000 in June, at that time the parties shall reopen negotiations to discuss the reduction, or possible elimination of employee contributions to health benefits for the subsequent school year.

Effective dates of coverage for the benefits for members of the unit who are new hires or returnees from leaves of absence and who did not retain their coverage during such leave shall begin on the first day of the month following the date of their signing for such benefits but not sooner than October first (1st).

A. Medical Insurance

Employees may select coverage from the following options:

- a) The offered Blue Cross PPO Plan
 - b) The offered Kaiser HMO Plan
1. The following provisions shall apply to the District’s Self-Insured (PPO) insurance plan:

- a) A unit member may appeal a contested claim through the appeal program provided for by the carrier. If such claim is not satisfactorily resolved it may be submitted in writing to the District on appeal. The District will respond in writing to the appeal, and provide the Association with a summary of the appeal and the District's response. If the unit member is not satisfied with the District's response to the appeal, the claim may be taken to arbitration under the rules of the American Arbitration Association. Respect for privacy (of claims) shall be maintained.
- b) The District guarantees to fund and maintain the level of reserves as herein provided on a monthly basis at the level recommended by an actuary.
- c) There shall be no change in administrator without prior notice and negotiation upon request.
- d) District shall maintain appropriate stop loss coverage.

B. Paid Prescription

The District shall continue to provide the self-insured prescription plan in conjunction with the PPO plan which shall provide the same benefits as the plan currently in effect.

C. Dental Insurance

The District shall continue to provide the self-insured dental insurance coverage which shall provide the same level of benefits and services as the plan currently in effect with a maximum annual benefit of one thousand five hundred dollars (\$1,500) with a Premier Dentist, and one thousand seven hundred (\$1,700) with a PPO Dentist.

D. Vision Care Plan

The District shall continue to provide the self-insured vision care coverage which shall provide the same level of benefits and services as the plan currently in effect.

E. Life Insurance

The District shall provide a sum that shall provide for full coverage of the annual premium for each member of the unit for a decreasing term life insurance with dependent coverage of one thousand five hundred dollars (\$1,500).

F. Continuation of Coverage

Members of the unit who are absent on account of illness and who have exhausted their paid sick leave and members who are on Board-approved unpaid leave of absence shall have the option to continue to participate in employee benefits programs upon payment to the District of the monthly premiums associated with those programs. Payments to the District shall be made one (1) month in advance, no later than the final work day of the month for coverage the following month (e.g., for coverage in February, payment must be made by the last working day in January). Coverage will be terminated seven (7) calendar days following the first day of the month if the unit member fails to make timely payment.

G. Part-Time Employee Coverage

Individual unit members who are employed for less than full time but at least fifty percent (50%) or more FTE (except for Job Share), shall receive a pro rata allocation of benefit credit to purchase coverage through one of the District offered medical plans provided for under this Article. Unit members working less than 1.0 FTE (except for Job Share) may buy into medical, dental, vision and /or life insurance benefits at full premium cost. Premium/composite rates shall be determined annually. Payments must be made monthly, one (1) month in advance, by payroll deduction. . Unit members who wish to purchase coverage in one of the District Offered plans must do so within 30 days of initial part-time employment, upon receiving a subsequent increase in the FTE work assignment, or by providing written documentation of loss of paid insurance coverage from another source. Unit members who enroll in one of the District's coverage, and subsequently drop the coverage, may renew the coverage, only upon receiving a subsequent increase in the FTE work assignment, by providing written documentation of loss of paid insurance coverage

from another source, or during the next open enrollment period in May.

H. Duration of Benefits

The normal enrollment period for new employees' fringe benefit coverage is the month of August, with coverage starting September first (1st) and running through the following August thirty-first (31st) for those employees who work the entire year. Employees who work the fall semester only are covered by District paid fringe benefits from September through February (six [6] months), and employees who work for the spring semester only are covered by District-paid fringe benefits from February through July (six [6] months). Employees who work the spring semester and are subsequently contracted for full-time employment the following year are covered by District paid fringe benefits from February through August. The open enrollment period for changes of plans for continuing employees is the month of May with an effective date of July first (1st).

I. Tax-Sheltered Annuities

Members of the unit may participate in a District approved tax-sheltered annuity plan or custodial account plan with the District providing payroll deduction for this purpose.

J. A Section 125 Flexible Benefit Program will be available for unit members.

K. Early Retirement

1. Any unit member with ten (10) or more years of District service and who are more than fifty (50) years old and less than sixty-five (65) years old shall, upon retirement and receiving STRS benefits, be entitled to the District's HMO plan under Paragraph A above at his/her own expense, but at the District rates, until he/she is eligible for Medicare. The retiring unit member must enroll in the self-pay coverage prior to their effective date of retirement. If the retiring unit member subsequently drops the self-paid insurance coverage for any reason, they shall not be allowed to re-enroll in the program. Payments to the District shall be made one (1) month in advance, no later than the final work day of the month

for coverage the following month (e.g., for coverage in February, payment must be made by the last working day in January). Coverage will be terminated seven (7) calendar days following the first day of the month if the retired unit member fails to make timely payment.

2. Employees who elect to retire between the ages of fifty-five (55) and sixty-four (64) years of age with fifteen (15) or more years of actual service in the District may apply for a District-paid medical program, which shall be in accordance with the following conditions and limitations:
 - a) Provisions embedded within this Agreement will impact all district employees who retire after June 30, 2014
 - b) Coverage must be under an HMO plan contracted for by the District for its active employees.
 - c) The District will pay the applicable premium for the eligible retiring employee. The retiring employee will need to pay the yearly negotiated contribution expense or any re-negotiated contribution expense to participate in a HMO plan offered by the District, until retiree becomes Medicare eligible. The retiree may purchase HMO coverage for his/her spouse, subject to payment no later than the first day of each month or coverage may be terminated seven (7) calendar days thereafter. The retiree is responsible for paying the entire cost of the District negotiated monthly premium for his/her spouse to participate in the selected HMO.
 - d) Retiring unit members should make every effort to notify the District in writing of their intent to retire by March 1 of the current school year to facilitate staffing.
 - e) Retirees under this program who would otherwise not be able to take advantage of the HMO Plan because the District HMO carrier(s) do not provide service at his/her domicile may elect to receive the equivalent dollar amount for the lowest cost HMO provider for insurance benefits.

L. Kaiser Medicare Supplemental Coverage

1. CVUSD shall make available to all retirees of Medicare age the Kaiser Medicare Supplemental Insurance program. The cost of the program shall be borne by the retiree.

M. Modification to Insurance Plans – Please refer to the CVUSD Benefits page under Evidence of Coverage (EOC) for current information.

ARTICLE 8

WORK PERIOD

A. For the purpose of determining the hourly rate of pay, the daily rate shall be divided by eight (8).

B. Professional Work Day

1. The practice of the Pupil Personnel profession in the public school systems is not susceptible to a fixed schedule of hours; however, the orderly administration of the public schools does require some parameters. It is recognized that due to the nature of the duties of the Pupil Personnel profession the work week may include duties required to be performed during hours extra to the regular instructional week. At the same time, unit members shall have access to flexible work hours during a portion of the instructional day with advanced notice when possible between the unit member and site administrator. The intent of the District and the CVPPA is to recognize that Pupil Personnel professionals work an eight (8) hour professional day consistent with the definition in Article 8 A. No member shall be involuntarily deprived of a thirty (30) minute duty free lunch.
2. In addition to their regular duties, counselors may be required to assist in the supervision of on-site, school-related activities. The site principal or designee will make every reasonable attempt to keep supervision and professional activities outside the instructional day to a minimum while ensuring a safe campus for students and staff. However, under no circumstances shall a counselor's supervisory/professional responsibilities exceed the equivalent of 30 hours per year. The intent of the District and the CVPPA is to focus counselor energies on guidance-related activities while recognizing the need for counselors to perform

some supervisory duties. Under no circumstances will counselors be asked to impose disciplinary consequences. Counselors who perform supervisory duties shall be apprised of the guidelines for performance of the duty and shall be provided communication equipment as available and needed.

3. If a counselor believes they are being required to perform excessive supervisory duties they may inform the CVPPA of their specific concerns and the issue shall be discussed at the next District/CVPPA communications meeting.
- C. In the event that a psychologist is directed to travel beyond SELPA boundaries to participate in assessments, meetings, etc., which involve an overnight stay and it is mutually determined by the Director of Special Education, and the unit member that the activity and/or destination is an atypical, non-routine assignment, the District will provide appropriate support as mutually agreed to by the above parties to help insure the safety and well-being of the unit member

ARTICLE 9

RATIO OF PUPIL PERSONNEL SERVICES

- A. As a guideline, the following ratio is to be considered:

Psychologists 1:1500 including pre-school population and a minimum of one psychologist at each comprehensive high school. On an annual basis, the Director of Special Education will review middle school and K-8 school enrollment numbers of identified students receiving special education services, the number of students identified as at-risk and increase/decrease in student enrollment to determine staffing pattern(s) and the need for full time assignments.

- B. The parties agree to use as a guideline a District-wide staffing ratio of 1:555, provided, however, that no secondary counselor will have a caseload in excess of 740 students.
1. A minimum of two counselors at each secondary school and a minimum of one counselor at Conejo Valley High School and a minimum of one counselor at Century Academy/Independent Study.

2. The elementary counseling program provides needed services for all elementary schools therefore it is recommended that each elementary school be allocated one day of counseling services per week. However, the number of counselors providing these services is determined on an annual basis per adopted budget.

ARTICLE 10

LEAVE OF ABSENCE

Leaves are defined as authorized time away from work and may be with or without pay as specified herein. Length of the leave of absence shall be within the minimum and maximum allowance of time designated. Members of the unit are required to apply to their principals (or immediate supervisor in the case of the District Office) for authorized leaves of absence on the District Leave of Absence form.

Members of the unit who are going to be absent from duty for any reason shall notify the appropriate individual as far in advance as possible.

The District shall not be held liable for the payment of any additional compensation or damage arising from the death or injury of any employee on leave of absence.

Prior to a planned leave of absence the unit member will meet with his/her site administrator to make a plan for appropriate communication between the work site and the unit member while on leave.

A. Sick Leave

1. An employee's absence from work, but not from a leave status due to illness or injury, shall be designated as "sick leave" and shall be time off with pay.
2. Sick leave privileges begin on the first (1st) day that the employee is to report for duty and shall apply even though the employee might be absent due to illness on the first (1st) day of school. Absences beyond accumulated leave shall be unpaid unless the employee meets other provisions within this article.

3. Transfer of Sick Leave — If a member of the unit desires transfer of sick leave, the District will make available a form so that the individual may request such credit from a former school district within the State of California for the accumulated leave of absence for illness or injury to which that member is or was entitled under Education Code 44979 at the time of separation.
4. Sick Leave Notification to Employees—Each employee will be notified on the monthly paycheck of the amount of sick leave that such employee has on balance.
5. The Assistant Superintendent, Human Resources, may require a physician's certificate to verify an employee's illness and/or recovery sufficient to permit performance of his/her contractual duties before the employee may return to duty.
6. Sick leave shall be cumulative without limit.
7. Essential treatments, examinations for diagnostic purposes, and other absence related to a bargaining unit member's health, shall be allowed as sick leave when such treatments or examinations need to be scheduled or made during school time.

B. Absence Beyond Accumulated Sick Leave for Long-Term Injury or Illness

1. When a unit member has exhausted all available sick leave, including all accumulated sick leave, catastrophic leave, and continues to be absent from his or her duties on account of the same documented illness or accident for an additional period of five (5) school months or one-hundred (100) work days, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the position or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. In no

case shall the deduction exceed the current long-term daily rate for a substitute.

For purposes of this article:

- a. A unit member shall not be provided more than one (1) five (5)-month period per illness or accident. However, if a school year terminates before the five (5)-month period is exhausted, the unit member may take the balance of the five (5)-month period in the subsequent school year.
- b. These days of additional paid sick leave shall not exceed five (5) school months in the school year, shall not be cumulative and shall be exclusive of any other paid leave to which the employee may be entitled.

B. Leave for Personal Necessity

1. In addition to the sick leave provisions above, up to ten (10) days of the ten (10) days of annual accrued leave of absence for illness or injury may be used annually by the employee, in case of personal necessity. No such accumulated leave of absence in excess of ten (10) days may be used in any school year for the purposes enumerated in this section. The section does not entitle any employee to any additional leave.
2. For purposes of this Section, personal necessity means significant lifecycle events of the member or his/her immediate family (such as weddings, graduations, divorces, paternity, births, or a child's school event); family emergencies which endanger the safety or health of the immediate family; religious holiday observances; illness of members of the immediate family; damage or serious threat to employee's property or the property of members of the immediate family. These days may not be taken for vacation, for alternative employment, or concerted activities against the District.

Based on reasonable suspicion, the District has the power and duty to review the stipulations of bona fide need for personal

necessity by the unit member. For purposes of this Section, “reasonable suspicion” means that there is a demonstrable reason to doubt the authorized use of personal necessity.

3. Whenever utilization of Personal Necessity Leave can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee. In requesting Personal Necessity Leave, the unit member is certifying that utilization of the leave is consistent with the criteria listed in Subparagraph 2 of this Section.

D. Industrial Accident and Illness Leave

Employees shall be entitled to industrial accident and illness leave as provided for below provided the employee has promptly reported the on-the-job accident or illness as soon as evidenced, has consulted his/her previously designated personal physician or a District-approved doctor, has obtained the attending physician’s authorization to be off work, and has otherwise complied with the District’s administrative procedures for the processing of such claims.

1. When a unit employee is necessarily absent from his/her duties on account of an industrial accident or illness, such employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to employee’s temporary disability indemnity under the Labor Code, will result in a payment to the employee of not more than his/her full salary. The term “full salary” as used herein shall be computed so that it shall not be less than the employee’s “average weekly earnings” as that phrase is used in Section 4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 shall otherwise not be deemed applicable.
2. Such leave shall be granted for up to sixty (60) days in any one (1) fiscal year for the same accident during such times that the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District.

3. Allowable leave shall not be accumulated from fiscal year to fiscal year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
4. Pay for industrial accident and illness leave shall commence on the first day of absence; provided however that the District shall recoup from the employee any benefits provided hereunder if it is subsequently determined by competent legal authority that the employee had not been entitled to such benefits.
5. Upon termination of the sixty (60) days of industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Codes 44977, 44978, and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the sixty (60) day industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her disability indemnity, will result in a payment to him/her of not more than his/her full salary.
6. Any employee receiving benefits under this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

E. Jury Duty

The District agrees to grant to unit members called for jury duty the standard required by law which is paid leave of absence for one (1) day or one (1) trial. Unit members summoned to jury duty shall submit signed official court validation for each day of jury duty served to the District at the completion of jury service. The District shall pay the unit member's salary and upon receipt from the unit member of the "Confirmation of Service" issued by jury services listing the date(s) of service, the District will deduct the jury duty per diem paid directly by the Court to the unit member from the salary for each day served. The unit member does not have to reimburse to the District the amount awarded by the Court for mileage and expenses. Unit members shall

report to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury duty to non-work year days (i.e., during summer, winter and spring breaks) and shall be compensated at the current daily substitute rate for each non-work year day of actual jury duty served. The procedure for such postponement and compensation is as follows:

1. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District. Documentation to be submitted after jury duty has been served.
2. Forward these documents to the Assistant Superintendent, Human Resources.
3. For purpose of this Article, unit members contracted to teach summer school are not eligible for jury duty compensation.
4. The District may require further verification of any/all of the above mentioned documentation.

F. Absence in Response to Court Subpoena

If a member of the unit, other than a plaintiff or complainant, in an action against the District or one of its agents, is necessarily absent from work in attendance at a trial, hearing or other legal proceeding in response to an official order from a governmental jurisdiction or to appear before a grand jury or in a criminal or civil case before a United States Court or a Court of California, no deductions will be made from the employee's salary on account of such absence, provided that in any case in which a fee is paid to the employee, such fee shall be deducted from the normal salary due to the employee for the period of absence. The term "complainant" as used in this Section shall include unit employees appearing at the request of the Association in PERB and arbitration proceedings and any court appeals there from.

G Maternity/Adoption/Paternity Leave

1. In the event a unit member must take a leave for pregnancy and/or the delivery of his/her baby, he/she must first exhaust all of his/her accumulated sick leave for the period of time dependent upon on a physician's verification or type of delivery (6 weeks-regular delivery; 8 weeks-Cesarean delivery).
2. Once the accumulated sick leave has been exhausted, the unit member may choose to use differential pay for an additional 12 weeks.
3. After exhausting the sick leave and differential pay, the unit member may request an unpaid leave for child rearing.
4. While on unpaid leave for childrearing, a unit member shall have the option to remain an active participant in the District benefit programs by contributing thereto the necessary premiums each month; recognizing that while the employee is on paid sick leave status as referred to in the first paragraph of this Section, he/she will continue to receive benefits to the extent provided by this Contract.
5. A unit member on unpaid leave for childrearing shall not be denied the opportunity to substitute in the District at the substitute rate by reason of the fact that he/she is on such leave of absence.
6. A unit member's absence from work due to the adoption of a child shall be designated as FMLA leave and shall be absence without pay once all accumulated sick leave and differential pay have been exhausted (for a maximum of 12 weeks). Whenever utilization of maternity/FMLA leave for adoption can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee.
7. If a unit member exhausts his/her accrued sick days and differential pay (for a maximum of five (5) school months or one hundred (100) work days), he/she may go on FMLA leave for up to 12 weeks. It is understood that this leave is unpaid, but the employee maintains his/her health benefits and loses no seniority and/or rights afforded him/her by local, state, and federal statute.

G. Bereavement Leave

1. In case of the death of a spouse, domestic partner (as identified with appropriate paperwork), parent, grandparent, child, grandchild, sibling, son-in-law or daughter-in-law of a member of the unit or the death of a parent, grandparent, child or grandchild of the spouse of such member or any relative of either the member or the member's spouse living in the immediate household, such member shall receive up to five (5) working days of leave, for which he/she shall receive his/her salary.
2. Absences beyond those days granted will be deducted from the employee's personal necessity leave, or up to seven (7) sick days if the unit member has exhausted personal necessity leave.

I. Military Leave of Absence

A military leave of absence shall be arranged between the individual employee and the District through the Superintendent in compliance with federal and state regulation. Upon return to his/her position in the District, the employee shall have all the rights and privileges which he/she would have enjoyed if he/she had not been absent from the District.

(Division 2, Part 1, Military and Veteran's Code and Education Code 44931, 45059 and 44800)

J. Sabbatical Leave

The provision of a paid Sabbatical Leave of absence is suspended for the duration of this Contract.

K. Personal Leave of Absence

Upon request of the bargaining unit member, the District may grant an unpaid personal leave of absence to any bargaining unit member. This personal leave is granted on a year-to-year basis, not to extend beyond two (2) years. The unit member must notify the Assistant Superintendent, Human Resources, on or before February 1 of each year regarding their intent to return back to the school district for the

following school year or request another year of personal leave. The bargaining unit member who takes a personal leave is not guaranteed placement back to their previous school, grade level or specific assignment upon their return. The bargaining unit member will be placed in any available open position that is aligned to his/her credential(s).

L. Family Care and Medical Leave

1. Except as provided by Article 10.G, pursuant to state and federal law, the District will provide Family and Medical Care Leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2). Unless otherwise provided, "Leave" under this Paragraph shall mean leave pursuant to the FMLA and CFRA.

During any period a unit member takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article 7 of this Agreement to the extent required by the FMLA and CFRA.

2. Eligible members are entitled to a total of twelve (12) work weeks of leave during any twelve (12)-month period. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12)-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continue with each additional leave day taken. Thus, whenever a unit member requests leave, the District will look back over the previous twelve (12)-month period to determine how much leave has been used in determining how much leave a member is entitled to.

3. The right to Family Care and Medical Leave shall be in addition to any other leave to which unit members are entitled under this Agreement. If a member uses the leave under this Paragraph for any reason permitted under the law, he/she must exhaust all other accrued leaves (except sick leave) in connection with the leave.

If a unit member requests leave for his/her own serious health condition, the member must exhaust sick leave prior to utilizing Family Care and Medical Leave.

4. Upon the termination of the leave, a unit member shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.
5. A unit member's absence from work due to the adoption of a child shall be designated as FMLA leave and shall be absence without pay once accumulated sick leave and differential pay (up to 12 weeks) has been exhausted. Whenever utilization of FMLA leave for adoption can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee.

M. Catastrophic Leave Program

A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

"Members of the employee's family" shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the domestic partner (as identified by appropriate paperwork), son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate house of the employee. (Education Code 44043.5(a)1)

The intent of this particular leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective surgery.
2. Personal necessity leave.
3. Normal pregnancy.
4. Substance Abuse Rehabilitation.
5. Bereavement.

A permanent employee may request up to one hundred (100) additional days of sick leave, in any twelve (12)-month period, as a result of a catastrophic illness or injury.

Whenever possible, an employee must submit a request for the additional days to Human Resources at least fifteen (15) working days before he/she expects to exhaust all accrued sick leave. The unit member is required to submit a physician's verification to Human Resources which clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating personal health circumstances.

The Assistant Superintendent, Human Resources, shall determine if the illness or injury meets the appropriate criteria. If the Assistant Superintendent determines that the illness or injury meets the appropriate criteria than he/she will inform the Association President that an employee has requested catastrophic leave. The Assistant Superintendent, Human Resources, shall arrange for a meeting of the Catastrophic Review Committee. The Catastrophic Review Committee shall consist of two (2) representatives appointed by the Association President and two (2) members appointed by the Superintendent or his/her designee.

Upon notification by the Review Committee, the Association shall contact unit members and request that they donate up to five (5) of their personal sick leave days for use by the employee requesting the catastrophic leave. Unit members with fewer than ten (10) days of accumulated sick leave days are not eligible to contribute sick leave days to the Catastrophic Leave Program. All donated sick leave days must be for full days. Unit members will authorize their donation on

a signed Association form.

The Association will hold a lottery, assign each donor a number, and prepare a list that will be sent to the Assistant Superintendent, Human Resources. The Association will submit the signed forms of unit members donating sick leave days to Human Resources. Each eligible donor on the list will be charged a day as it is used.

At the end of each catastrophic leave, the Payroll Department will return a copy of the list to the Association, indicating the number of days actually used and to whom they were charged. The Association will then notify all unit member donors of their status. Unused days will be returned to the unit member at the conclusion of the catastrophic leave for which they were donated.

N. Parental Leave

A member may take up to ten consecutive days of accrued sick leave for parental leave for the birth or the adoption of a child. The ten days must be connected to the actual date of birth or adoption. The intent is for the member to be able to take days prior to, and or after the birth/adoption.

ARTICLE 11

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. Any member of the unit who is a member of the Association, or who has applied for membership, may sign and deliver to the District an authorization for deduction of unified membership dues for the Association.
- B. Insofar as possible within the limits of the bookkeeping capabilities of the District, upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance without charge to the Association or to the unit member for District-approved insurance and tax-sheltered annuity plans, credit union, savings bonds or any other plans or programs approved by the District.
- C. With respect to all sums deducted by the District for membership dues

the District agrees to remit such monies promptly to the Association accompanied by a list indicating the unit members enrolled in payroll deduction.

ARTICLE 12
CONFORMITY TO LAW CLAUSE

If any provision of this Contract of Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or endorsed except to the extent permitted by law, except that all other provisions of this Agreement shall continue in effect.

ARTICLE 13
SUBORDINATION CLAUSE

Any contract between the District and an individual member of the unit heretofore executed shall, to the extent permitted by law, be subject to the terms and conditions of this Contract of Agreement.

ARTICLE 14
PERSONNEL FILE

- A. A member of the unit shall have the right to examine his/her personnel file, except for confidential placement-related and examination items, at the District Office, at reasonable times, in the presence of a representative of the District, within the provisions of the law. An Association representative may be present upon request of the unit member.
- B. Among the expected types of material to be placed in unit member's file are evaluations, observations, copies of contracts, health clearances, transcripts, record of assignments, certifications, and letters of commendation and disapprobation.
- C. Confidential placement-related and examination items, as referred to above, and which are not subject to inspection, include ratings, reports,

or records which:

1. Were obtained prior to the employment of the person involved.
 2. Were prepared by identifiable examination committee members.
 3. Were obtained in connection with a promotional examination.
- D. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given written notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Reasonable opportunity shall be provided to unit employees to exercise their right under this Paragraph on release time without loss of pay.
- E. No information of an anonymous nature shall be placed in the official personnel file of a member of the unit.
- F. A member of the unit shall have the right to authorize, in writing, an attorney or representative to examine those parts of his/her personnel file which such employee has a right to examine and to obtain copies of items within that portion of the file.
- G. In the event that derogatory information entered in a personnel file is based on fact(s) subsequently proven to be incorrect, and such derogatory information would not have been entered but for the perceived accuracy of such fact(s), such information shall be expunged in a manner consistent with law.
- H. Prior to releasing information from the personnel file to a third party in response to any request as a result of statute or subpoena, the District shall inform the current or former unit member who is the subject of the request, and CVPPA, in writing within ten (10) calendar days of the received request. Written notification to the former unit member shall be mailed to the last known address.

ARTICLE 15

EVALUATION PROCEDURES

- A. Evaluation Calendar

2. Bargaining Unit members are to be formally evaluated based on the following schedule (based on their years of certificated experience with CVUSD):

Years one (1), two (2), three (3), four (4), six (6), eight (8), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) and every five years afterward.

At a minimum, temporary/probationary unit members shall be observed once and evaluated once annually until permanent status is attained.

2. “In accordance with Education Code § 44664 (a)(3), unit members shall be evaluated once every five years, provided the following conditions are met:
 - a. The unit member has been employed by the District for at least ten years;
 - b. The unit member’s previous evaluation rated the employee as meeting or exceeding standards; and
 - c. The evaluator and the unit member agree to such an evaluation schedule. The unit member or the evaluator may withdraw consent for this extended evaluation schedule at any time.”
3. Between September 15 and November 1 the evaluator and evaluatee shall meet to establish mutually agreed upon written objectives, techniques, and methods for assessment and evaluation. Principals who are not the evaluators may be present at this conference. Following agreement on objectives, the form will be signed by the evaluator and the evaluatee and a copy given to the evaluator, each supervisor who will be concerned and to the evaluatee. If agreement upon objectives cannot be reached at the first conference, a second conference shall be scheduled as soon as possible after the first conference. If agreement still cannot be reached, the matter will then be referred for resolution to the Assistant Superintendent, Instructional Services for psychologists, the Director of Secondary Education for secondary counselors and the Director of Elementary Education for elementary counselors.

4. At times throughout the school year, as determined by the principal or designee, the immediate supervisor in accordance with B. and C. below, formal observations and visitations may be made by them as evaluator.

A conference will be held to review and to revise the objectives whenever assignments are changed. At the option of either the evaluator or the evaluatee additional conferences will be held to review the objectives, but these shall be limited to not more than one (1) conference per quarter except where, in the opinion of the principal (or immediate supervisor), extenuating circumstances dictate the advisability of additional conferences.

In the event an evaluatee needs improvement or is unsatisfactory in his/her performance, the evaluator will so indicate in a written statement on the observation/evaluation form, listing suggestions for improvement. The evaluator shall confer with the evaluatee, making specific recommendations as to areas of improvement, and endeavor to assist him/her in such performance. Additional observation and review conferences may be conducted as necessary.

5. Every effort shall be made so that by March 1 all members of the unit will have received a written report of at least one (1) observation.

The principal or designee, or the immediate supervisor in accordance with B. and C. below, shall complete at least one (1) formal, written evaluation and hold a follow-up conference each school year by May 15 for all members of the unit, with a copy of such written evaluation filed in the office of the Assistant Superintendent, Human Resources, and a copy provided to the evaluator, each supervisor concerned and to the evaluatee.

6. The evaluator's copy of the evaluation and observations will be held by the Assistant Superintendent, Human Resources, for five (5) working days from the date of the conference at which it is discussed with the evaluatee during which time the evaluatee may make a written response to the evaluation or observations, and such response shall, along with the evaluation and any observations, be filed in the personnel file.

7. Nothing in this Article to the contrary shall prevent an observation report or evaluation being made at any time during the year.

B. Counselors

Procedures relating to counselors shall be:

1. Counselors under immediate supervision of the principal or designee - When the counselor is under the immediate supervision of the principal or designee, the principal or that individual shall do the evaluation.
2. Counselors located at more than one school - In the case of counselors who operate at more than one (1) school, the evaluation will be made by the principal or designee of the school where the counselor works his/her majority of days. If the counselor works equal time on each site then the Director of Elementary Education shall designate the evaluator. Either principal or designee may, prior to March 1, submit written observation report(s) to the evaluator with a copy to the Assistant Superintendent, Human Resources. Both the observer and the counselor shall sign the observation report and retain copies. If there should be a question raised as to an observation by either the observer or the counselor, either may request that the matter be referred to the Director of Secondary Education for secondary counselors and the Director of Elementary Education for elementary counselors.

C. Psychologists

Since psychologists, while on the school site, are under the general supervision of the principal but remain under the technical direction of the Director of Special Education or designee. The evaluation of technical expertise will be the responsibility of the Director of Special Education or designee in collaboration with site administration. The Director of Special Education or designee shall submit written observations to the Human Resources office by March 1. Both the observer and the psychologists shall sign the observation report and retain copies. If there should be a question raised as to the observation by either the observer or the psychologist, either may request that the matter be referred to the Assistant Superintendent, Human Resources.

- D. The evaluation and the observations shall be in the format of forms developed by the District and after consultation with the Association.

ARTICLE 16
INFORMAL RESOLUTION OF PROBLEMS

At the earliest recognition of a problem or complaint pertaining to an employee’s working conditions, employees and/or administrators are urged to informally discuss such problem or complaint with the affected party(ies).

ARTICLE 17
GREIVANCES

A. Definitions

1. A “grievance” is an allegation of a violation or misinterpretation of the terms of this Contract, except however, where the terms of the Contract repeat the substance of a comparable provision in statutory law or governmental regulation pertaining to employment discrimination matters, and the law provides for an administrative appeals procedure in connection therewith, such alleged violation of the Contract is not subject to this procedure.
2. A “grievant” is the person or persons, including the Association, making the claim.
2. For the purpose of a grievance, a “day” is any day the District Office is open commencing with the first instructional day.
3. Upon mutual agreement between the parties involved the timelines may be extended.

B. Purpose

1. The purpose of these procedures are to settle grievances at the

lowest possible administrative level.

2. Nothing contained herein will be construed as limiting the right of any unit member having a complaint to discuss the matter informally with the appropriate administrator. The complaint may be adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Contract, and if it pertains to a matter covered by the Contract, that the Association has been given an opportunity to state its views.

C. Grievance Procedures

1. Both parties agree that grievance proceedings will be kept as confidential as possible.
2. The grievance shall be presented on a form agreed to by both parties and shall set forth the facts and circumstances forming the basis for the claim, the provision(s) of the Contract allegedly violated, the remedy sought, and shall be signed by the grievant. A copy of the CVPPA grievance submittal form is available from the certificated personnel office. The electronic grievance form is also available upon request. It is the responsibility of the grievant to provide a copy to the Association. It is the responsibility of the principal or immediate supervisor to provide a copy to the assistant superintendent of personnel, director of secondary education or director of elementary education.
3. Forms for filing and resolution of grievances, serving notices, taking appeals, making report and recommendations, and other necessary documents, will be made available by the District. The cost of preparing such forms shall be borne by the District.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a grievance file. Such file, established and maintained by the District, shall be accessible to the Association for purposes of processing grievances.
5. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal (or

immediate supervisor in the case of the District Office), the grievant shall submit such grievance in writing to the next level of supervision.

6. No unit member shall be retaliated against for filing a grievance.

D. Informal Level

Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with their immediate supervisor within ten (10) days of the time an alleged grievance occurs. The grievant is entitled to CVPPA representation during this meeting.

E. Level One

1. Within fifteen (15) days of the time an alleged grievance occurs, the grievant will file the grievance in writing with his/her immediate supervisor.
2. Within ten (15) days after receiving the grievance, the principal (or immediate supervisor in the case of the District Office) shall respond and indicate his/her proposed resolution. If such response is not initiated within such number of days, the grievance will be advanced to Level Two.

If the grievant does not concur with the resolution proposed at Level One, such grievant may, within five (5) days of receipt of the supervisor's response, forward the grievance to the next level.

F. Level Two

1. The Assistant Superintendent of Human Resources, shall within fifteen (15) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.
2. The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

G. Level Three

1. The Superintendent, or his/her designee, shall within ten (10) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.
2. The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

H. Level Four

1. If the Association believes that there has been error on the part of the Superintendent, or his/her designee, it may, by written notice to the Superintendent within fifteen (15) days of his/her response, refer the grievance to mutually agreed-upon mediation or if there is no mutual agreement, arbitration. If any question rises as to the ability to arbitrate the grievance, such questions will, prior to the consideration of the issue, be ruled upon by the arbitrator.
2. The parties, that is the Association and the District, shall select an arbitrator. Should they be unable to agree within five (5) days of the receipt of request for arbitration, they shall select the arbitrator from a list of five (5) persons provided by the California State Conciliation Service.
3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the parties and will be final and binding upon them.
4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. Other costs will be borne by the party incurring them.

I. Appearance and Representation

1. A member of the unit may be represented at all stages of the grievance procedure prior to Level Three by himself/herself, or, at his/her option, by a representative selected by himself/herself. If the unit member plans on bringing a representative to a meeting covered by this procedure, he/she shall notify the supervisor/administrator with whom he/she plans to meet of such representative as far in advance of the meeting as reasonably possible. If a member of the unit is not represented by the Association, the Association shall be informed of all hearings and shall have the right to be present and to state its views at all stages of the grievance procedure.
2. The Association shall designate one (1) representative for the processing of grievances pursuant to Government Code 3543.1. This representative will be in addition to the grievant, who shall also receive such release time.
3. The parties agree that no reprisals of any kind for such involvement will be taken by either party or by any member, employee, agent, or affiliate of either party against any person involved in a grievance.
4. Hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, to be present. Such hearings shall be conducted, if at all possible, when they will not interfere with the regular instruction of students, unless there is mutual agreement for other arrangements.
5. Pursuant to these procedures, any member of the unit required under such mutual agreement to be absent from his/her duties shall not suffer any loss of pay.

J. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the time limits are specified at each level, and every effort should be made to adhere to such limits. The time limits may, how-ever, be extended by mutual agreement.

2. A decision rendered at any step in these procedures becomes final and the grievance deemed resolved unless appealed to the next level within the time limit specified.

ARTICLE 18

SAFETY IN THE WORK PLACE

- A. It is the obligation of the District to provide safe working conditions for members of the unit and to correct verified unsafe working conditions in a timely manner. It is the obligation of each member of the unit to work in a safe manner and one that does not create hazards.
- B. If the safety of a unit member or students is threatened by a real and present danger, a psychologist/counselor may use reasonable force as necessary, and to the extent authorized by law, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

Unit members shall immediately report incidents of battery or instances as referred to above in connection with their employment to their principal (or other immediate supervisor in the case of the District Office).

The District will carry worker's compensation insurance to provide protection for members of the unit battered/injured while in the course and scope of carrying out their assigned duties.

- C. Pursuant to law the District shall inform the unit member of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the divisions, except subdivision (h), of Education Code Section 48900 or in Sections 8900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The District shall provide the information to the unit member based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

ARTICLE 19

PHYSICAL EXAMINATIONS

The District shall have the right to require a physician's certificate in the event of an employee's illness or a health examination to determine health and/or continued fitness for employment, as well as health examinations required for tuberculosis every four (4) years. Both examinations, when required by the District, shall be paid for by the District.

ARTICLE 20

TRANSFER AND SITE CHANGES AND SITE PLACEMENT SCHEDULES

A. General Provisions

As soon as practicable, and under normal circumstances not later than the first Friday in June, each member of the unit already in the District, and returnees from maternity and sabbatical leaves, shall receive written notification of the school or schools to which assigned for the ensuing year. In the event of a change after this notification (e.g., death, resignation, leave of absence, unanticipated change in enrollment or other necessity), assignments may be changed according to the procedures within this Contract. The members to be affected shall be sent immediate written notice of the pending change.

1. Filling of a vacant position in a school (or equivalent location in the case of the District Office) shall be made in the following order:
 - a. administration-initiated transfers
 - b. employee-initiated transfers and those returning from approved District leaves.
2. All persons returning from maternity leaves shall be returned to the position to which they were assigned prior to the leave if returning from leave within the current school year or the first day of the subsequent school year.

B. Transfer Provisions Relating to Counselors/Psychologists Assigned to

One (1) School

1. Employee-Initiated Request for Transfers

- a. A list of all anticipated vacant positions in the school district for counselors shall be maintained by the Assistant Superintendent, Human Resources. This list shall be kept current as anticipated vacancies develop and shall be available to all counselors. The list of known vacancies which will occur the next fall shall be posted in all schools at least two (2) weeks prior to the end of spring vacation.
- b. Counselors who wish to request a transfer shall submit a written request to the Assistant Superintendent, Human Resources, and their principal (or immediate supervisor in the case of the District Office) no later than April 1 in order to facilitate the transfer request process.
- c. Any member of the unit may apply for any District position for which he or she holds the appropriate credential and for which a vacancy has been posted.
- d. If vacancies occur during the summer recess, notices will be posted at the District Office and those schools which are open. During summer recess, notice of vacancies will be e-mailed to employees' District email accounts covered under this provision.
- e. All counselors who submit a written request for transfer shall receive written response indicating receipt of such request and their eligibility from the Assistant Superintendent, Human Resources, within ten (10) working days.
- f. All counselor-initiated requests for transfer shall be processed through the principal (or immediate supervisor in the case of the District Office) and to the Assistant Superintendent, Human Resources. Currently employed counselors and psychologists shall have priority for consideration over those entering the District and other certificated personnel.
- g. The applicant at any time may inspect the list of known

vacancies maintained in the District Office. It is the responsibility of the person desiring a transfer to make the contacts required to implement the transferring procedure.

- h. The applicant may request an interview with the principal, such interview(s) to be scheduled during and within the District Office's working day.
- i. Those counselors who have submitted requests for transfer and have not obtained a transfer may discuss with the Assistant Superintendent, Human Resources, the reasons for lack of success in transferring and may be given special assistance as needed.

2. Transfers Required by Reason of Reduction in Enrollment

- a. Notice of a need for a transfer required by reason of reduction in enrollment shall be given to members of the unit at the affected site as soon as practicable and before any individual is considered for this type of transfer. This type of transfer shall involve volunteers if they are available. Reasonable means shall be used to secure volunteers before identifying those to be involuntarily transferred under this type of transfer.
- b. The administration will initially consider length of service as a counselor in the District and then relevant qualifications and/or professional specialties in considering which member is to be transferred.
- c. Any member of the unit may apply for any District position for which he or she holds the appropriate credential and for which a vacancy has been posted.
- d. Part-time counselors have the same rights as full-time counselors with regard to transfers to other part-time positions.

3. Administration-Initiated Requests for Transfer

The District retains the right at any time to initiate changes of

school placement when in the judgment of the Superintendent it may be necessary for the good of the District.

- a. Notice of an involuntary change in school and, upon request by the affected member of the unit, reasons thereof shall be given to members of the unit in writing not less than ten (10) working days prior to the effective date of the change.
- b. The administration will consider the relevant qualifications, professional specialties and length of service as a counselor in the Conejo Valley Unified School District in considering which member is to be transferred.

C. Site Placement Schedule - provisions relating to personnel assigned to more than one school or assigned to the District Office:

1. Employee Initiated Requests for Change in Site Placement Schedule

- a. The immediate supervisor shall finalize site placements for the following year by the first (1st) Friday in June except if otherwise required by an emergency.
- b. Members of the unit who wish to request a different site placement schedule shall submit written requests to the Director of Special Education for psychologists or the Assistant Superintendent, Human Resources for counselors, no later than April 1 in order to facilitate the process.
- c. If vacancies occur during the summer recess, notice will be posted at the District Office. During the summer recess, notice of vacancies will be e-mailed to employees' District e-mail accounts covered under this provision.
- d. Members of the unit who submit a written request for a change in the site placement schedule shall receive written response indicating receipt of such request from the Director of Special Education for psychologists or the Assistant Superintendent, Human Resources for counselors, within fifteen (15) working days.

- e. All requests initiated by members of the unit for a change of site placement shall be processed through the Director of Special Education for psychologists or the Assistant Superintendent, Human Resources for counselors. Currently employed counselors and psychologists shall have priority for consideration over those entering the District and other certificated personnel.
- f. The applicant may request a meeting with the Director of Special Education for psychologists or the Assistant Superintendent, Human Resources, for counselors, such meeting(s) to be scheduled during and within the District Office's working day.
- g. Those members of the unit who have submitted requests for change in site placement and have not obtained a change in site placement may discuss with the Director of Special Education for psychologists or the Assistant Superintendent, Human Resources for counselors, the reasons for lack of success in receiving a different site placement schedule and may be given special assistance as needed.

2. Administration-Initiated Changes in Site Placement Schedule

The District retains the right at any time to initiate changes of site placement schedule for the good of the District. Volunteers will first be considered for vacant site placement if they are available, before involuntarily initiating a change(s) of site placement.

- a. Notice of an involuntary change in site placement and, upon request by the affected member of the unit, reasons thereof shall be given to members of the unit in writing not less than ten (10) working days prior to the effective date.
- b. The administration will consider the relevant qualifications, professional specialties and length of service as psychologist in the Conejo Valley Unified School District in considering which member is to be changed in site placement.

D. Reassignments Required by Reason of a Reduction in Force:

1. In the event that a reduction in force occurs which requires a decrease in the number of counselors or psychologists, the District shall follow Education Code procedures. The Education Code states that seniority for the purposes of reduction in force, is determined by the first date of paid District service as a probationary, certificated employee.
2. Consideration of all of the above factors will be utilized in the event of a reduction in force, in determining which counselors or psychologists will be reassigned to a teaching position or in the event the affected individuals do not possess an appropriate teaching credential, dismissed.
3. The District will provide specific individual reasons for reassignment should factors other than seniority be used for reassignment, e.g., observation reports, performance evaluations, written memorandums, reprimands.
4. Any member of the unit may apply for any District position for which he or she holds the appropriate credential and for which a vacancy has been posted.

ARTICLE 21

SALARY

- A. Regular Rate of Pay: The regular rate of pay for each position in the unit shall be based on twelve (12) equal monthly payments of each class.

Except for part-time counselors and psychologists, the length of the employees' work year for which they receive the compensation and benefits contained in this Contract shall be 198 days for secondary counselors, 190 days for school psychologists, and 185 days for elementary school counselors.

Full-time counselors and psychologists may be authorized by their supervisors to carry over five (5) days worked in excess of their contractual work year to be credited to their next fiscal year's work days, according to District Policy 252.1.3.

Employees who work sixty percent (60%) of the time as counselors may accrue up to four (4) carry-over days per year. Psychologists who work less than full-time may be authorized to carry over a percentage of the five (5) days in proportion to the percentage of the assigned work day or work year.

- B. The salary schedules shall be raised or reduced by an amount equal to the average increase or decrease given to all positions on the certificated and classified management schedules. Such salary increase will be effective as of the date that classified and certificated management salary increases take effect.
- C. Periods of assignment outside of days that school is normally in session will be mutually scheduled by the site administrator (or immediate supervisor) and the member of the unit at agreeable times during the school year.
- D. All members of the unit upon reaching their nineteenth (19th) year of service in this District, but including the amount of years, not to exceed five (5), for which they were given credit for placement on the salary schedule at the time of their employment, shall receive a longevity step of seven hundred seventy five dollars (\$775) and, under the same conditions, when reaching the twenty-fourth (24th) year of service, receive another longevity step of seven hundred seventy five dollars (\$775), and under the same conditions, another seven hundred seventy five dollars (\$775) upon reaching the twenty-ninth (29th) year of service.

Years of service towards longevity will include each year during which the member of the unit has worked as a District certificated employee for at least seventy-five percent (75%) of the year and includes all time during which the member was on sabbatical or other paid leave, but no time during which they were on unpaid leave.

E. General Provisions

- 1. For new District employees, initial placement on the counselor or psychologist salary schedule shall be based upon years of documented counseling or psychologist service under an appropriate credential, not to exceed Step D.

2. Current District employees transferring to a counseling or psychologist position shall be placed on the step on the salary schedule that ensures they will receive a salary not less than what they would have received in their previous position, not to exceed Step F.
3. To receive credit for a year of experience, a member of the unit must have been employed in his/her discipline for at least seventy-five percent (75%) of that year.
4. Each member of the unit shall advance on the salary schedule one step annually which will be the salary that he/she would receive unless by the negotiation of a successor agreement to this Agreement a different rate is set for the following year.
5. Certificated employees who have earned a doctorate will be compensated an additional seven hundred fifty two dollars (\$752) annually.
6. If the criteria to permit a member of the unit to receive credit for a doctorate has been earned by a member and such member had notified the Assistant Superintendent, Human Resources, no later than June 1 of his/her intention to meet such criteria, a change of salary status will be given to such member at the higher salary, providing that all course work for the additional credits is completed on or before September 1 and verification is received in the District Office on or before October 1.
7. Mileage - Any member of the unit required to use his/her vehicle on District business shall be reimbursed at the rate in effect on the date of such usage as provided by Board Policy for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the member's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

ARTICLE 22

NON-DISCRIMINATION CLAUSE

- A. The parties endorse the national policy of taking affirmative and positive action to prevent and discourage discrimination in public employment on the basis of race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation.

- B. The parties shall not unlawfully discriminate against unit employees on account of their membership in, or support of, an employee organization, nor their non-membership in, or refraining from, supporting an employee organization. Application forms and interview procedures for any positions included in the unit shall not refer to membership in, or preferences for, employee organizations.

ARTICLE 23

CONFIDENTIALITY

- 1. The essence of the counselor-client and psychologist-client relationship is one of privilege and confidentiality. It is, therefore, the mutual obligation of the District and the counselor or psychologist to assure that there is no impairment to the student's right to privacy of communicated information other than in those areas that involve a legal obligation of disclosure.

- 2. Since the essence of quality involves the search for truth, and since truth consists of the elements of fact and responsibility, the professional approaches and materials must be appropriate to the maturity level of the students. It is, therefore, the mutual obligation of the District and the counselors and psychologists to assure that there is no impairment to the student's right to have access to all relevant information including the materials that circulate freely in the community; the student's right to study in an atmosphere free from bias and prejudice; and the student's right to form and express his/her own opinions on issues without thereby jeopardizing his/her relations with his/her counselor, psychologist, or the school.

ARTICLE 24

ACADEMIC FREEDOM

- A. It is recognized that the private life of a unit member is not an

appropriate concern of the District except as it may interfere with the unit member being qualified for, and properly performing, his/her assigned functions during the workday.

- B. To guarantee these rights of the pupil, it is, therefore, the duty of the counselor or psychologist to approach controversial issues in an impartial and unprejudiced manner and refrain from using his/her privileges and prestige to promote a partisan or factional point of view.

ARTICLE 25

NO STRIKE OR LOCKOUT

It is agreed and understood that there will be no lockout by the District and there will be no strike, work stoppage, walk-out, slow down, or other concerted interference with the operations of the District by the CVPPA or its members.

ARTICLE 26

PROCESSING OF COMPLAINTS AND CHARGES

A. Resolution of Parental Complaints Concerning Employees

The purpose of this procedure is to resolve parental complaints concerning employees at the lowest possible level. The objective is that the parties will resolve the complaint informally and they are encouraged to do so. However, the parties have the right to representation commencing at Step 2 if such is requested.

1. Parent-Employee Meeting

Parents shall be urged to meet directly with the employee in order to attempt to resolve the concern. This meeting may be held with only the parent(s) and the affected employee present, or if desired by either party, with an administrator; e.g., principal, assistant principal, or coordinator; or counselor in attendance.

In circumstances where the parent's complaint is not resolved by the parent-employee conference, Step #2 will apply.

2. Parent Complaint to Employee's Immediate Supervisor (site level

resolution)

The parent may make a written complaint which states the specifics of the complaint to the immediate supervisor of the employee; e.g., the site principal or his/her designee at the secondary level.

A copy of the written complaint will be provided to the affected employee and the supervisor will attempt to resolve the complaint. In instances where the parent complaint is not resolved by the immediate supervisor, Step #3 will apply.

3. Parent Complaint to Supervisor of Site Level Administrator (District level resolution)

The written complaint accompanied by the written response of the supervisor to the parent (a copy of which will be provided to the affected employee) may be brought by the parent to the supervisor (District level) of the site administrator; e.g., Director of Elementary or Secondary Education, Director of Special Education, and the administrator will attempt to resolve the complaint.

The unit members and complainants may respond to the supervisor's response in writing. Such response shall be attached to the supervisor's response.

4. Parent Complaint to the Superintendent

When a parent complaint to the District level supervisor has not been resolved by the designated District level administrator, the written complaint, accompanied by the written responses of the supervisors who have attempted to resolve the complaint at the second and third steps and responses thereto by the parties, if they chose to respond (copies of which will be provided to the affected parties), may be brought to the Superintendent or his/her designee who will attempt to resolve the complaint.

5. Parent Complaint to the Board of Education

When a parent complaint to the Superintendent has not resulted in

a resolution of the complaint, the Board of Education may elect to review the complaint, if requested by the parent.

If the Board of Education elects to review the complaint, the written complaint accompanied by the written responses of the administrators at the second, third and fourth steps and any responses of the parties (copies of which have been provided to the affected parties), will be reviewed in Closed Session of the Board of Education and a written response provided to both the parent making the complaint and the affected employee. The Board's action is final.

B. Public Charges

The purpose of this procedure is to provide a balanced and fair procedure to the employee charged and to the citizen making an adverse public charge against an employee at a Board of Education meeting.

1. Any public charge made against a counselor or psychologist at a Board of Education meeting shall be heard in Closed Session and with the knowledge and presence of the employee unless the counselor or psychologist requests otherwise.
2. The Board will make no public comment until after an investigation as outlined in their policies has taken place.
3. The charges must be reduced to writing and be signed.
4. The charged employee shall be notified within seventy-two (72) hours of the charge.
5. The charged employee shall be notified of his/her rights to representation.
6. An investigation of the charges by a committee of three, jointly chosen by the employee involved and the Board, shall take place, with a full report to the Board.
7. The charged employee will be given an opportunity to respond and the parties shall be accorded the right to question any

witnesses and make complete utilization of a representative of his/her choice.

- C. To the extent within the control of the District and the CVPPA, confidentiality shall be maintained at all levels. No copies of resulting disciplinary documentation shall be given to the complainants.

ARTICLE 27

EXTENDED SCHOOL PROGRAMS AND SUMMER SCHOOL BEYOND CONTRACTED DAYS

A. Counselors

In the event that counselors are required for Extended School or Summer School programs, the following selection procedure shall be utilized:

1. Selection

- a. An application form identifying the proposed Extended School or Summer School positions will be distributed to all personnel in the unit and additional copies will be available in the District Office.
- b. The District will consider the following factors in making recommendations for employment as Extended School or Summer School counselor:
 - (1) Possession of the required credential for the position.
 - (2) All previous performance evaluations as a counselor in the District.
 - (3) Recency of having served as a counselor in a District Extended School or Summer School assignment; those who have worked most recently will have lower priority.
 - (4) Regular school year assignment as a counselor at the Extended School or Summer School site.
 - (5) Any special requirements, as determined by the District, for the Extended School or Summer School assignment.
 - (6) Years of service as a counselor to the School District.

2. Salary

The salary for serving as an Extended School or Summer School counselor will be the individual's daily rate or the appropriate pro-rata based upon the time worked on the previous regular year's salary schedule.

3. Any school counselor with a teaching and/or administrative credential may apply for a summer school position as appropriate and available.

B. Psychologists

In the event that psychologists are required for Extended School Year (ESY) or Summer School programs, the following selection procedure shall be utilized:

1. Selection

- a. An application form identifying the proposed Extended School, Summer School, or extended day positions, will be distributed to all personnel in the unit and additional copies will be available in the District Office.
- b. The District will consider the following factors in making recommendations for employment as Extended School or Summer School psychologist:
 - (1) Possession of the required credential for the position.
 - (2) All previous performance evaluations as a psychologist in the District.
 - (3) Recency of having served as a psychologist in a District Extended School or Summer School assignment; those who have worked most recently will have a lower priority.
 - (4) Students served during regular school year assignment as a psychologist.
 - (5) Any special requirements, as determined by the District, for the Extended School or Summer School assignment.

(6) Years of service as a psychologist to the School District.

- c. GATE testing assignments are to be made on a seniority basis. To be eligible for GATE testing assignments, a psychologist must have received at least a satisfactory rating on his/her most recent evaluation. Nothing herein shall be construed to prevent the District from hiring outside psychologists to perform GATE testing if an insufficient number of District psychologists volunteer for such assignment.

2. Salary

The salary for serving as an Extended School, Summer School or days beyond contract year, will be the individual's daily rate or the appropriate pro-rata based upon the time worked on the previous regular school year's salary schedule.

- 3. Any School Psychologist with a teaching and/or administrative credential may apply for a Summer School Position as appropriate and available.

ARTICLE 28

JOB SHARING

For purposes of this Article, job sharing shall refer to an arrangement in which two (2) qualified counselors or psychologists share one (1) school counseling or psychologist assignment for one (1) year with both counselors/psychologists being on partial leave of absence without compensation.

1. General Provisions

- a. To be eligible, counselors and/or psychologists must be permanent certificated employees of the District.
- b. Eligible counselors and/or psychologists who wish to participate in job sharing must submit their joint proposal in writing to the principal (for Counselors)/Director of Special Education (for psychologists) no later than March first (1st) of the school year preceding the school

year in which the job sharing arrangement will take place.

- c. Under normal circumstances counselors and/or psychologists will be notified by April first (1st) if their proposal has been approved or denied. By the end of the school year, counselors and/or psychologists will be notified of their tentative assignment.
 - d. A job sharing arrangement shall be approved for only one (1) year, but may be renewed in writing on an annual basis.
 - e. The Assistant Superintendent, Human Resources, and the principal and/or the Director of Special Education, shall review all requests for job sharing. They shall approve or deny the request. The decision of the Assistant Superintendent, Human Resources, and the principal and/or the Director of Special Education, shall be final.
 - f. If the request for job sharing is denied, and if the affected employee(s) requests, the reasons for the denial shall be provided by the Assistant Superintendent, Human Resources.
 - g. Each counselor and/or psychologist shall work the same amount of time per school year. Minor adjustments will be made due to holidays, since they do not fall evenly throughout the year.
2. Benefits shall be pro-rated according to the amount of time worked. Each counselor and/or psychologist shall receive a prorated amount of health, welfare and leave benefits. Contributions to the State Teachers Retirement System shall be proportionate to time served and salary earned.
 3. Job sharing counselors and/or psychologists shall receive salary schedule increments on a pro-rata basis provided, however, that no movement on the schedule shall occur until the counselor and/or psychologist has accrued at least one (1) year of service credit (e.g., has worked fifty percent [50%] for two [2] years). STRS credit shall be governed by applicable statutory provisions and is not affected by this provision.
 4. Job sharing counselors and/or psychologists shall share the responsibility of contacting parents as needed and sharing the results of those contacts with the other counselor and/or psychologist.

5. Counselors and/or psychologists will include in their proposal how they plan to handle parent conferences and caseloads.
6. Counselors and/or psychologists will include in their proposal discussion regarding attendance at staff meetings and coverage for adjunct duties and supervision duties, etc. The counselor and/or psychologist attending the staff meeting will provide the other counselor and/or psychologist with the information covered in the staff meeting.
7. Both job sharing counselors will be present at Back-To-School and/or Open House.
8. Job sharing counselors and/or psychologists may mutually agree to exchange regularly assigned times subject to notification and approval of the Principal or immediate supervisor.
9. Upon the written request of the two (2) counselors and/or psychologists, a job sharing assignment may be renewed provided the two (2) counselors and/or psychologists notify the principal and the District prior to March first (1st). In the event the two (2) counselors and/or psychologists fail to notify the District in a timely manner of their desire to continue the job sharing assignment, or in the event the District does not approve the continuance of the assignment, the counselors and/or psychologists shall be returned to full-time assignments.
10. If a counselor and/or psychologist in a job sharing assignment returns to full-time counseling and/or a school psychologist position following his/her first (1st) year of job sharing, the counselor and/or psychologist shall be returned to his/her original school(s). If a counselor and/or psychologist in a job sharing assignment returns to full-time counseling and/or a school psychologist position following more than one (1) year of job sharing, he/she will be assigned to his/her original school(s) only if a vacancy exists at that school, otherwise the counselor and/or psychologist will be assigned per contract language in Article 17.

ARTICLE 29

PART TIME ASSIGNMENTS

1. A full time permanent unit member may request a part time assignment to commence at the beginning of the following school year. Written

requests for part time assignments must be submitted to the Assistant Superintendent, Human Resources by March 1 each year. The District may consider written request for part time assignments submitted beyond March 1 in exceptional circumstances. The District shall determine whether or not to grant the request based upon the needs of students and other staff, and the staffing needs of the District.

2. During the first year of the part time assignment, a unit member may submit a written request prior to March 1 to return to a full time assignment the following school year, and the request shall be granted. The unit member shall be returned to the same full time assignment previously held, unless a change is necessary to accommodate changes in staffing or caseloads. In the second, and subsequent years of a part time assignment, a unit member may submit a written request prior to March 1 to return to a full time assignment the following school year, and the unit member will be placed in the next available full time assignment.
3. A unit member who has been granted a part-time assignment must submit a written request prior to March 1 each year to continue the part time assignment. The District shall determine whether or not to grant the request to continue the part time assignment based upon the needs of students and other staff, and the staffing needs of the District. If the district denies the request to continue in the part time assignment, the unit member shall be returned to a full time assignment at the beginning of the following school year.

ARTICLE 30

DISTRICT COMMITTEE REPRESENTATION

On all District-wide committees upon which representation of an exclusive representative of any other unit of certificated employees is granted under Contract of Agreement under Chapter 10.7, Division 4, Title I of Government Code (Rodda Act), is granted, representation of the Conejo Valley Pupil Personnel Association shall also be granted if the subject matter of the committee in any way pertains to matters relevant to the work of the counselor or psychologist.

ARTICLE 31

DURATION

Length of Agreement—This Agreement shall become effective upon ratification by the Conejo Valley Pupil Personnel Association and the Board of Education of the Conejo Valley Unified School District to be effective (except as otherwise provided herein) as of July 1, 2018, and shall continue in effect to and including June 30, 2021.

Signed and entered into this 15th day of June, 2015.

INDEX

<u>Article</u>	<u>Page</u>
Academic Freedom Act	45
Agreement	2
Association Rights	5
Confidentiality	45
Conformity to Law Clause	26
Definitions	3
District Committee Representation	54
Duration	55
Employee Benefits Additional to Salary	6
Employee Legal Protection	4
Evaluation Procedures	27
Extended School Programs and Summer School	49
Grievances	31
Index	57
Informal Resolution of Problems	30
Job Sharing	51
Leaves of Absence	14
Negotiation Procedures	2
Nondiscrimination Clause	44
No Strike or Lockout	46
Part Time Assignments	53
Personnel File	26
Physical Examinations	36
Processing Complaints and Charges	46
Professional Dues	25
Ratio of Pupil Personnel Services	13
Recognition	2
Safety in the Work Place	35
Salary	42
Salary Schedule	56
Subordination Clause	26
Transfer and Changes in Site Placement	37
Word Period	12