TENTATIVE AGREEMENT

Between

Coachella Valley Teachers Association and

Coachella Valley Unified School District
April 4, 2023

PREAMBLE

9.1

Definitions:

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

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

This Agreement shall remain in full force and effective from July 1, 2021 until June 30, 2024.

Article IX - Transfers and Assignments

9.1.1 A transfer is a change of work location between schools or education facilities.

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

9.2 Notice of vacancies:

On April 1, the District shall advertise a list of all known vacancies via email and post the list at each school site and the District Office. The Association Prescident President shall also be provided a copy of the notice of vacancy. The notice shall specify a deadline for applying for the vacancy transfer or reassignment requests, which shall not be less than six (6) workdays from the initial date of posting. Unfilled vacancies may be posted to outside candidates following the transfer process. Bargaining unit members shall be notified each Monday via District email of any new vacancies.

The District is execupt exempt from posting vacancies ten (10) workdays prior to the first day of school in order to place a teacher in a class as close to the beginning of the school year as possible. Any positions filled in this manner shall be posted as a vacancy on April 1.

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

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

9.3 Voluntary transfer or reassignment:

Certificated personnel who desire a change reassignment in grade and/or subject assignment may file the appropriate form with submit a written request which includes the grade level, and/or subject desired with his/her the principal and/or designee.

Certificated personnel who desire to transfer to another school may file the appropriate form with the Director of Human Resources (Certificated Personnel). The written request is to include the school, grade, site and/or subject desired. If more than one school is requested or would be considered, the schools should be placed in priority. During the summer, those requesting a specific job will be advised of that vacancies will be advertised via email, When an opening occurs, Unit members holding the required certification, shall be notified of transfer opportunity as outlined in Article 9.2. Unit members who have applied for the transfer or reassignment shall be considered for the position prior to applicants from outside the district.

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

- A. Appropriate certification
- B. Interview by a panel that shall include at least one site administrator and at least two unit members selected by CVTA (a ratio of more unit members to administrators shall be maintained). The panel shall make the final decision from one of the internal candidates.-No unit member shall be permitted to more than one (1) transfer during the school year.

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

9.4 Involuntary transfers or reassignment:

An involuntary transfer or reassignment shall be made only for the following reasons:

A decrease in the number of pupils which requires a decrease in the number of unit members, elimination of program(s) and/or funding or school closings, compliance with State and/or federal requirements of programs in which the District participates.

- 9.4.1 Voluntary transfers or reassignments will be considered prior to initiating involuntary transfers or reassignment.
- 9.4.2 No teacher unit member shall be subjected to more than one involuntary transfer of assignment or school site during the school year.
- 9.4.3 In the event that student enrollment is low, involuntary transfers or reassignment will be utilized prior to hiring of new teachers.
- 9.4.4 Notice will be given of involuntary transfer or reassignment as soon as practicable, and except in cases of emergency, not later than three (3) days before the school year is over.
- 9.4.5 No teacher unit member may be involuntarily transferred or reassigned arbitrarily or capriciously.
- 9.5 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers

prior to making any involuntary transfers/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned. No unit member shall be subjected to more than one (1) involuntary transfer or reassignment during the school year.

- 9.6 If a particular school is to be closed or have its grades reconfigured, unit members at that school site shall be accorded first priority for filling any new or vacant positions at the school or schools to which the pupils at the closing school are being placed and the unit member is credentialed.
- 9.7 Unit members from the closed school or reconfigured school shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, the position shall be given to the unit member with the greatest seniority. the members shall be interviewed by a panel that shall include at least one site administrator and at least two unit members selected by CVTA (a ratio of more unit members to administrators shall be maintained). The panel shall make the final decision from one of the internal candidates.
 - 9.8 Unit members returning from leave shall be accorded all rights provided under this Article.
 - 9.9 Unit members who are transferred/reassigned during the school year shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's material materials whenever a unit member is transferred/reassigned.
 - 9.10 Notification of Assignment:

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

Article X - Evaluation

10.1 Evaluation Procedure Process

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

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

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

- 10.1.3 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15th of the year in which the evaluation is to take place.
- 10.1.4 In the event the identified evaluator is no longer at the site, unit members shall be notified of their new evaluator no later than 15 days after the start date of the new evaluator's assignment. The evaluation process will continue with the new administrator where the prior administrator left off in the evaluation cycle. Unit members under permanent status, who have demonstrated satisfactory performance from their most recent evaluation, may either elect to continue the evaluation cycle with their newly identified evaluator or restart the evaluation process the following year.

10.2 Evaluation Procedure

10.1.4-10.2.1 The unit member being evaluated and the evaluator shall meet no later than October 15th to discuss: Objectives and standards to be achieved during the evaluation period; In the event of a disagreement over the objectives, standards and/or evaluation schedule the unit member and evaluator shall: Make a good faith effort to resolve the difference themselves; If the disagreement persists, the parties may invite a third party to assist in resolving the difference. The third party shall recommend alternatives to the unit member and evaluator. If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in

dispute, and to have a written statement attached to the evaluation form. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her the member's ability to meet the objectives and standards established.

10.1.4.1 Objectives and standards to be achieved during the evaluation period

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

10.1.4.2.1 Make a good faith effort to resolve the difference themselves

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

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

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

10.3 The performance objectives established at the initial conference may be revised upon the request of the evaluatee with the agreement of the evaluator. Some of the factors which might lead to requests for revision of performance objective are:

10.3.1 10.1.11.1 Change in the composition of the class

10.3.2 10.1.11.2 Students improperly assigned

10.3.3 10.1.11.3 Class reorganization

10.3.4 10.1.11.4 Evidence that objectives are not suitable for the class

- 10.3.5 10.1.11.5 Exceptionally poor attendance patterns
- 10.3.6 10.1.11.6 Inadequate instructional facilities, equipment, supplies or materials
- 10.3.7 10.1.11.7 Significant change in class size
- 10.3.8 10.1.11.8 A significantly large number of students with major learning disabilities and/or health problems
 10.3.9 10.1.11.9 Prolonged teacher absence
- 10.1.5-10.4 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objectives and standards in a manner prescribed in section 10.2 10.1.4 above.
- 10.1.6 10.5 The evaluation process shall include the following activities:
 - 10.1.6.1 10.5.1 Classroom observations shall last at least thirty (30) minutes. One mutually planned observation will be conducted annually for all permanent teachers and two for probationary teachers and shall be followed by a conference with written feedback within five (5) days.
 - 10.5.2 Any observations in addition to those specified in this article should be beneficial and of value to both evaluator and evaluatee. Such observations must not be detrimental to instructional progress.
 - 10.5.3 A unit member who receives a negative observation evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written feedback evaluations. Such entitlement includes an additional pre-observation conference.
- 40.1.6.2 10.6 The immediate supervisor shall meet with first-year probationary employees within thirty (30) calendar days of the close of the first semester. At this meeting, the immediate supervisor shall review the teachers unit member's performance in the first semester and inform the teacher unit member whether any problems were noted that could result in the teacher-unit member being denied permanent status. If any such

problems are identified, at this meeting and anytime thereafter, the immediate supervisor shall provide the unit member, at this meeting, with a written assistance plan (see 10.1.6.3-10.6.1) designed to allow the unit member to make the improvements necessary to attain permanent status. If any problems are identified following this meeting that could result in the teacher being denied permanent status, the teacher shall be provided with a written assistance plan (see 10.1.6.3) designed to allow the unit member to make the improvements necessary to attain permanent status. The assistance plan shall contain timelines and be reviewed with the unit member, documenting areas of growth and/or additional improvements necessary to obtain permanent status.

10.6.1 10.1.6.3 In the case of negative evaluation(s), or if any problems are noted as per 10.1.6 10.5, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

10.6.1.1 10.1.6.3.1 Specific recommendations for improvement

10.6.1.2 10.1.6.3.2 Direct assistance to implement such recommendations

10.6.1.3 10.1.6.3.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements

10.6.1.4 10.1.6.3.4 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation

10.7 10.1.7 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.

10.8 10.1.8 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final

evaluation form shall contain only ratings of "satisfactory", "unsatisfactory" and "needs improvement".

10.9 10.1.9 Unit members shall not participate in the evaluation of other unit members.

10.10 10.1.10 Responsibility for the collection and determination of necessary data shall be determined mutually between the evaluator and the evaluatee. This data will verify the accomplishment of performance objectives. The following are examples of data that may be used: are options:

10.10.1 10.1.10.1 Structured observations (announced and unannounced)

10.1.10.2 10.10.2 Evaluation by other administrators

10.1.10.3 Services provided to others in the District (workshops conducted, advising committees, study groups, task forces)

10.1.10.4 Other documentation provided by the evaluatee

10.1.10.5 Other evaluation techniques generally accepted by the profession

10.11 Any permanent unit member may request and shall receive an additional evaluator within the first ninety (90) days of instruction. The second evaluator shall not communicate with the primary evaluator. The administrator assigned to perform the requested evaluation may be either another administrator at the same school site or any other administrator assigned to the same school level as the employee being evaluated. The second evaluator shall be determined by the Assistant Superintendent and/or Designee from Human Resources. The final evaluation document will be compiled and reviewed by the Assistant Superintendent and/or Designee from Human Resources. The primary evaluator will conduct the Final Evaluation Conference and generate the Final Evaluation Summary.

10.12 10.1.12 The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:

10.12.1 10.1.12.1 Utilization of any "clinical supervision" techniques unless specifically agreed to by the unit member being evaluated

- 10.12.2 10.1.12.2 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member
- 10.12.3 10.1.12.3 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation, discipline, or discharge of the unit member
- 10.13 10.1.13 Association representative(s) may be present at meetings described in this Article.
- 10.14 10.1.14 A committee composed of two (2) teachers appointed by the Association and two (2) management employees appointed by the District shall develop the documents necessary to implement this Article which shall become part of this Agreement.

Article XII - Hours of Employment

- 12.1.1 Effective July 1, 2017, The teacher work day shall be seven (7) hours and twenty (20) minutes which includes a duty free lunch of at least thirty (30) minutes. Unit members may leave campus during their duty free lunch.
 - 12.1.1.1 At grade levels TK-6, planning time shall increase by twenty (20) minutes and be added to the 15 minutes of planning time at the end of the instructional day in accordance with Article 12.1.2.
 - 12.1.1.21 The additional twenty minutes will be added in order to implement an Early Release Wednesday schedule across the District. All schools will follow an Early Release schedule on Wednesdays. The first and third Wednesday of the month will be used for district/site-led staff development. The second, fourth and fifth Wednesday of the month will be used for PLC's PLCs as defined in Article 2.16.
- 12.1.2 Unit members shall report fifteen (15) minutes prior to the beginning of the instructional day. and shall remain at their work site fifteen (15) minutes following the end of the instructional day. Secondary teachers shall remain at their work site fifteen (15) minutes following the end of the instructional day, which may include assigned duty. Elementary teachers shall remain at their work site thirty-five (35) minutes following the end of the instructional day; the fifteen (15) minutes following dismissal may include assigned duty. On the last two minimum days of the school year, unit members may leave

fifteen (15) minutes after student dismissal provided that they have completed all check-out responsibilities by the end of the last instructional day.

The fifteen (15) minutes prior to the beginning of the instructional day or the fifteen (15) minutes following dismissal of students shall be used for planning purposes at the unit member's discretion, unless assigned duty. The determination of the duty schedule shall be decided by site Administration and CVTA site representative(s). Unit members shall be assigned to the duty schedule on a rotating basis. The duty schedule shall be developed and shared prior to the first day of school.

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

Elementary TK-6 311 minutes
Middle School 7-8 337 minutes
Senior High 314 minutes (up to six teaching periods)
Continuation High 290 minutes

Course Offerings. Beginning with the 2022-2023 school year, teachers at West Shores High School will not be required to plan for or teach more than two different A-G courses. Should there be a necessity for a teacher to plan for or teach more than two different A-G courses, the teacher shall be paid a \$1500 stipend per semester. Any A-G course which requires a separate pacing guide and/or unit of stud/y shall be deemed an additional A-G course. The District will attempt to avoid having teachers new to the profession plan for or teach each a third A-G course more than two different courses. This section shall not apply to online courses.

Beginning with the 2023-2024 school year, secondary teachers (excluding West Shores High School, Continuation, and special education teachers teaching specialized programs in a self contained setting), will not be required to plan for or teach more than three different courses. Any course which requires a separate pacing guide and/or unit of study shall be deemed an additional course. Should there be a necessity for a teacher to plan for or teach more than three different courses, the teacher shall be paid a \$1500 stipend per semester. The district will attempt to avoid having teachers new to the profession plan for or teach more than three different courses. This section shall not apply to Academy courses or currently offered online courses.

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

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

- 12.1.5.1 All 7th through 12th grade teachers shall have a preparation period within the instructional day. The period shall be the same length as a regular period.
- 12.1.5.2 Those teachers in schools not included in 12.1.5.1 shall have a minimum of thirty (30) minutes per day preparation time. This preparation time shall be during the student instructional day. The 30-minute preparation period must be during the student day and in a single block of time. If there is no 4th-6th VAPA/PE program, this time will be decided by a 2/3 majority secret ballot of the school faculty with concurrence of the site administrator.
- 12.1.5.3 All special education classroom teachers shall be provided substitute release time as scheduled by the Director of Special Education or designee for the purpose of conducting initial and triennial assessments based on substitute availability. Annuals / Plan Reviews are excluded from Release Time. The teacher is responsible for requesting Assessment Release Time through the Special Education department.

Article XVII Class Size

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

17.1.1	TK-3	24 to 1*
17.1.2	4-6	30 to 1
17.1.3	7-12	30 to 1
17.1.4	4-6 VAPA	30 to 1
17.1.5	7-12 PE	45 to 1
17.1.6	Continuation HS	20 to 1
17.1.7	Continuation PE	30 to 1 (Beginning the 23-24 school year)
17.1.8	Middle School Beginning Band	40 to 1 (Beginning the 23-24 school year)

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

17.1.9 4th – 6th grade VAPA teachers will work in accordance with the class size limits set in 17.1.4. In the event the class size exceeds the target ratio, the unit member shall be compensated \$4.00 per student per day (no more than two students).

Marching Band, choir and Special Education resource classes shall not be used in the 17.1.1 - 17.1.3 + 8 calculations.

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

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

17.2.1 SDC - Mild to Moderate Elementary 15 to 1

17.2.2 Emotionally Disturbed 10 to 1

17.2.3 Life Skills 10 to 1

17.2.4 Autism 10 to 1

17.2.5 Specialized Academic Instruction (SAI) Secondary 15 to 1

17.3 "Caseload" refers to the number of students with IEPs for whom the Certificated Special Education Staff is assigned, and each student is counted as "one" no matter the needs or severity.

Certificated Special Education RSP Teachers shall have caseloads of no more than 28. Beginning the 2023- 2024 school year, Certificated Special Education caseload maximum includes cases which are managed currently and initially. Special education teachers will only manage the cases of students enrolled in their classes.

- 17.34 Every reasonable effort will be made to maintain the appropriate number of students safely at each work site. The District and the Association recognize that certain classes will be limited due to the number of work stations provided. The maximum class size shall not exceed the limits stated in section 17.1. The site administrator and the affected teacher(s) will meet to determine the number of students that can be placed due to the number of workstations in the classroom. If the above parties cannot agree, then the CVTA President and the Assistant Superintendent of Educational Services will meet to attempt to resolve the disagreement. The final decision will be made by the Superintendent.
- 17.45 Classes shall be balanced within two (2) students at each school site based on grade level, subject and program. (For example: Bi-literacy classes will be balanced with other Bi-literacy classes within a grade level, AP English 11 classes will be balanced with other AP English 11 classes, etc.)
- 17.56 Students shall be placed systematically at each site and the staff shall be

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

Article XVIII - Salaries, Health and Welfare

- 18.1 Effective July 1, 2024 22, there will be a 4.5% 9% salary increase for the 20242-20223 school year. Active unit members, on paid status as of the date of this signed agreement, shall receive a one time off schedule payment of \$2,500.
- 18.2 The District's annual contribution to actual health care benefits (medical, vision and dental) will be a maximum of \$21,655 per eligible member. Effective July 1, 2022, health care benefits will be provided to certificated bargaining unit members based on composite rates.
- 18.2.1 Effective October 1, 2018, t The District's obligation shall not exceed the negotiated cap and the difference, if any, will be deducted from employees' salary warrants.
- 18.3 CVTA and the District reserve the right to negotiate any plan changes to mitigate an increase in health and welfare costs.
- 18.4 Beginning with the 2019-2020 school year, Unit Members will be paid over eleven (11) pay periods (eleventhly). Voluntary deductions will be deducted over ten (10) pay periods (tenthly).
- Appendix: A, D, E, F, G, H (Teachers, Counselor, Nurse/SLP, Athletics/Activities, Behavior Specialist, Deaf & Hard of Hearing Teacher)

b) Effective July 1, 2023 Teachers Unit Members new to the district are allowed a maximum of 10 12 years of previous service credit

Appendix: B (CFS)

a) Effective July 1, 2023 Experience credit - up to (4) 11 years credit for unit members new to the district, within fifteen (15) years prior to employment for teaching in public schools, head start, pre-schools or schools of equivalent status.

Appendix: C (Adult Education)

b) Effective July 1, 2023 A maximum of two (2) seven (7) years of out of District credit will be given for placement of a new full-time employee on the Adult Education Salary Schedule.

Agreed to this day, April 4, 2023.

Signing For CVUSD	Signing For CVTA
Dr. Denise Ellis	Ashley Sincosky
Mayela Salcedo Mayela Salcedo	Ana Conover
Maria Mc Leod	Jeff Kruger
Vacus Pleas Valerie Perez	Juan Silva
Dr. Josh De Feo	Gabriel Atvarez
Lorena Gamez	Sarah Chavez
Cindiz Maldonado Cindy Maldonado	Shannon Rodriguez
	Rebecca Kay