

**AGENDA
SPECIAL MEETING
BOARD OF DIRECTORS
California Virtual Academy at San Diego
August 14, 2024
12:00 P.M.
Primary Location:
Zoom Meeting: <https://zoom.us/j/3446279195>
Conference call: (669) 900-9128
Meeting ID: 344 627 9195**

ORIGINAL

**INSTRUCTIONS FOR PRESENTATIONS TO
THE BOARD BY PARENTS AND CITIZENS**

The California Virtual Academy at San Diego (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Directors (“Board”) is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided.

1. Agendas are available to all audience members at the door to the meeting or by requesting the agenda from the California Virtual Academy Office (805-581-0202).
2. “Requests to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” Speakers may also request to be placed on “Speakers List” by calling the California Virtual Academy Office (805-581-0202) seventy two hours in advance of the meeting.
3. The “Oral Communications” portion is set-aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you may specify that agenda item on your blue request form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
5. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
6. Citizens may request that a topic related to school business be placed on a future agenda by submitting a written request at least seventy-two (72) hours in advance of any regular meeting. Once such an item is properly agendized and publicly noticed, the Board can respond, interact, and act upon the item.

California Virtual Academy at San Diego does not discriminate on the basis of age, race, creed, color, sex, national origin, religion, gender, physical or mental disability, ancestry or marital status, in any of its policies, procedures or practices.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Charter School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require

appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact California Virtual Academy at San Diego office at (805)581-0202.

I. PRELIMINARY

A. CALL TO ORDER

Meeting was called to order by the Board Chair at 12:01 P.M.

B. ROLL CALL

	Present	Absent
Mr. Jack Creedon (President)	_____	_X_
Dr. Ruben Garcia (Secretary)	_X_	_____
Dr. Shelly Hess	_X_	_____
Ms. Lori Enroth (Treasurer)	_X_	_____
Ms. Stephanie Green	_X_	_____

C. FLAG SALUTE

- April led

II. CLOSED SESSION

- *Moved to closed session at 12:02*

CONFERENCE WITH LABOR NEGOTIATOR

Agency designated representatives:

April Warren, Head of School

Employee Organization: California Virtual Educators United (CVEU)

III. OPEN SESSION

- *Returned to open session at 12:06*

Open Session Action Item:

Board Ratification of Collective Bargaining Agreement Between California Virtual Academy at San Diego and CVEU. This closes negotiations for the 2024-2025 school year.

Ayes: 4

No: 0

Abstain: 0

Approved: Yes Witnessed: *Casey Robinson* Date: 8/14/2024

Name	Aye	No	Abstain	Absent
Jack Creedon				X
Ruben Garcia	X			
Shelly Hess	X			
Lori Enroth	X			
Stephanie Green	X			

IV. COMMUNICATIONS

- A. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.
 - Scott Allen shared concern regarding live History instruction. Also shared concern regarding not being to see student's screens while in class. Doesn't feel that the homeroom schedule is flexible.
 - Hilary Bard shared concern regarding SAI scheduling for special education students.

- B. For Information: Director's Report
This is a presentation of information which has occurred since the previous Board meeting.

- C. For Information: Board/Staff Discussions
Board and staff discuss items of mutual interest.

- D. Approval of Previous Board Meeting Minutes
N/A

V. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

VI. SCHEDULED FOR ACTION

- A. **BUSINESS**
None

- B. **PERSONNEL**
None

- C. **INSTRUCTION AND CURRICULUM**
None

- D. **PUPIL SERVICES**
None

VII. ITEMS SCHEDULED FOR INFORMATION

None

VIII. ADJOURNMENT

The meeting was adjourned at 12:11 P.M.

TENTATIVE AGREEMENT

CAVA/CVEU

June 4, 2024

ARTICLE 8 - EVALUATION PROCEDURES

8.1 Purpose

These evaluation procedures include an administrative assessment/observation of evidence concerning the quality of teaching based upon the standards as defined herein. The primary purpose of evaluation is the improvement of the professional practice of all unit members and thereby the improvement of the quality of education as measured by increased student achievement, student/family satisfaction, student retention, etc.

8.2 Evaluation System

Acknowledging that California Standards for the Teaching Professional has been taken into consideration in the creation of the unique CAVA evaluation model, CAVA shall utilize the applicable evaluation rubrics to evaluate unit members as follows:

- Elementary Teacher Evaluation Rubric
- Middle School Teacher Evaluation Rubric
- High School Teacher Evaluation Rubric
- Education Specialist Evaluation Rubric
- English Language Development Specialist Evaluation Rubric
- High School Guidance-Counselor Evaluation Rubric
- ~~504 Coordinator Evaluation Rubric~~
- Synchronous Instruction Rubric

Should CAVA or CVEU wish to materially revise any current Rubric, either party must first submit a written request to the other party no later than March 1 for any changes to become effective the following school year. If changes are requested, the parties may form a committee with an equal number of representatives to discuss such revisions. If any material changes are agreed to by the parties, by May 15, the agreement must be reduced to writing and signed by the appropriate representatives. Failure of the parties to reach agreement to any material changes to any Rubric by May 15 shall result in continued use of the current Rubrics for the following school year. If negotiations result in a change in any Rubric, the change will go into effect as negotiated.

With the understanding that the primary responsibility of all teaching staff is to provide instruction for assigned students, all rubrics will be weighted with no less than fifty percent (50%) of the final score weighted in the instruction domain. A unit member may not evaluate another unit member.

8.3 Annual Timeline

Goal setting shall commence at the previous evaluation or in the case of a new unit member if requested within thirty (30) calendar days of being notified of their evaluation.

B. Off-Year Observations

For off-year observations, such observations shall be scheduled in consultation with the unit member, and conducted throughout the year, utilizing the synchronous rubric. Within ten (10) workdays of such observation, the evaluator shall provide the unit member a copy of the completed synchronous instruction rubric.

C. On-Year Observations

For on-year observations, there shall be at least one classroom observation during the school year. Each observation shall utilize the appropriate standards and forms. Classroom Observations shall last for no fewer than thirty (30) minutes. Unit members shall be notified five (5) workdays prior to the observation of the date and time of the observation. Within ten (10) workdays of such observation, the evaluator shall provide the unit member a copy of the completed synchronous instruction rubric.

D. Correcting Deficiencies

In the case of an on-year or off-year observation resulting in a rubric score of 2 or below in any 1 domain on the synchronous instruction rubric, the observer shall:

- Provide notification of the rubric score along with an explanation of concerns.
- Schedule a meeting (within five (5) workdays) to discuss improvement. At this time, specific areas of concern shall be identified along with suggestions or directives for improvement.

The evaluator shall offer additional resources to assist with improvement which may include but is not limited to the following: support from director/grade level or department chair, support and coaching, professional development, observation of demonstration lessons, administrator determined and accompanied visitations to other classes and other techniques to measure improvement, time scheduled to monitor progress.

8.6 Summative/Final Evaluation Report

- A. The Principal or designated administrator shall produce a completed CAVA Employee Performance Review for each unit member employed at the time for such evaluations, based upon information gathered from observation(s), job performance, and the unit member's evidence.

- **Initial Notification:** Within thirty (30) calendar days of the start of the school year or the first day of unit member's hire date, CAVA administration shall notify unit members that they shall be formally evaluated as well as identify the assigned evaluator and observations will commence.
- **Goal Setting Conference:** Within thirty (30) calendar days of notification, unit members to be evaluated may request a Goal Setting Conference.
- **Self-Evaluation:** Unit members to be evaluated shall submit a self-evaluation no later than January 31.
- **Evaluation Conference:** All unit members shall be notified at least ten (10) working days prior to the evaluation conference of date and time of evaluation. All evaluation conferences shall take place no later than forty-five (45) calendar days prior to the last day of unit members' work year. If a unit member believes that a meeting with an Administrator may result in discipline, the unit member may request union representation. Such rights and obligations shall be consistent with all legal requirements.

8.4 Frequency of Evaluations, Observations and Classroom Visits

- A. New unit members who are hired prior to the first day of the 2nd quarter, shall be evaluated in that school year.
- B. New unit members hired on the first day of the second quarter or thereafter shall be evaluated in the following school year so long as employment continues.
- C. Following initial evaluation, unit members will be evaluated every other year thereafter. Insofar as employment is continued for a unit member receiving either a "Significantly Below" or "Approaching Expectations" evaluation, such unit members will be subject to an annual evaluation (at the administration's discretion). Unit members receiving two (2) consecutive "on-year" (formal) evaluation scores of a four (4) or above will be subject to a three (3) year evaluation cycle, upon request of the unit member. If "off-year" observations indicate performance is "Significantly Below" expectations, the evaluator may reinstitute an annual evaluation cycle. In referencing unit members who will receive a formal evaluation during the school year, such evaluation shall be referred to herein as an "on-year," and for such unit members who will not receive an evaluation during the school year, such an evaluation will be referred to herein as an "off-year."
- D. Observations and classroom visits shall occur each year for all unit members.
- E. Unit members shall receive ongoing feedback from classroom visits, should any occur. For the purposes of this Article, such visits are not subject to the requirements as stated below for "on-year" and "off-year" observations.

8.5 Process for Evaluation

- A. Goal Setting Conference

- B. Final review shall include a summary performance rating and the completed evaluation rubric as referenced in Section 8.2 that will serve as the official record documenting the unit member's overall performance. The final evaluation form shall utilize the following summary performance ratings:
- i. Significantly Above Expectations (5)
 - i. Above Expectations (4)
 - i. At Expectations (3)
 - i. Approaching Expectations (2)
 - ii. Significantly Below Expectations (1)
- C. A final evaluation conference between the unit member and evaluator shall be held no later than forty-five (45) days prior to the last day of the unit member's work year.
- D. The unit member shall have ten (10) calendar days to review and sign the evaluation and add a written response. In the event that the final evaluation results in a summary performance rating of "Significantly Below Expectations" or "Approaching Expectations," the unit member may request an additional meeting with the evaluator, if requested within two (2) workdays, and the unit member may have a union representative present. Such meeting shall occur within five (5) workdays from the day requested. An evaluation report is not considered complete until after the additional meeting with the evaluator has taken place. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file. The signature of the unit member shall indicate receipt of the document, not necessarily agreement with the evaluation.

8.7 Employment Status Not Affected by This Article

Neither this Article or any of its provisions is intended to alter any rights of the unit member or CAVA as stated in this Agreement, including those rights as stated in the article entitled, "Employment Status."

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

CVEU Representative

[Signature]
Date: July 25, 2024

CAVA Representative

[Signature]
Date: July 25, 2024

TENTATIVE AGREEMENT

CAVA/CVEU

July 25, 2024

ARTICLE 11 - PROFESSIONAL WORK DAY/WORK YEAR

Effective July 1, 2021, the language contained in this Article solely governs and supersedes any prior grievance settlements or arbitration awards between the parties.

11.1 Work Day

As professional exempt employees, unit members are required to be in active work status (give full attention to the duties and responsibilities of the position) between the hours of 8:30 a.m. to 4:00 p.m. each workday (excluding holidays and weekends). As a professional, it is understood that work is likely required beyond business hours in order for each unit member to adequately fulfill his or her responsibilities.

Deleted: work day

While duties for the teaching profession are generally known, and as stated in the applicable job description, relevant policy or legal requirements, to assist unit members in their daily tasks, the following specific items may be referred to the CAVA administration for assistance and/or completion:

- Sending letters to families of students requiring missing Independent Study Master Agreements ("ISMA") may be referred to administration for follow-up, consistent with lists of students provided by the unit member.
- Scheduling Class Connect sessions and inviting students to general sessions, consistent with lists of students provided by the unit member.
- Retrieving and archiving into School Pathways work samples that have been pre-identified and evaluated by the unit member.
- Adjusting the student calendar and/or student assignments prior to the school start date in the instance of late start students.
- Making initial student assignments and reassignments to test sites, except in cases when the family directly contacts the unit member for a reassignment.
- Providing school records and forms to families upon request (such as transcripts, copies of report cards, progress reports, change of address and learning coach forms).
- Sending and follow-up of non-compliance letters.
- Following up on pulse checks.
- Tracking BTSP completion.
- Processing withdrawals (after grades and other legally required documents have been submitted, by the unit member).

Deleted: preidentified

- Tracking and follow-up for diagnostic and benchmark assessments.
- For GE teachers, administering and/or grading the EI.PAC.

For Education Specialists, the following additional tasks may be referred to CAVA administration:

- Mailing and emailing of special education progress reports that have been completed by the unit member, so long as the education specialist confirms receipt by the parent.
- Compiling and mailing relevant special education related documents to parents.
- Sending of IEP goals and/or accommodations to general education teachers.
- Updating goals and services in the Marvin student information system.
- Scheduling and inviting those students who have been identified by the unit member to Specialized Academic Instruction ("SAI") Sessions.
- Scheduling all types of IEP meetings to include all IEP team members.
- Transferring data from previous IEPs into IEP databases (SIRAS, SEIS, etc.) when the previous IEP was not prepared in the same database.
- Obtaining IEP and 504 documents.

Deleted:

For Guidance Counselors, the following tasks may be referred to CAVA administration for assistance and/or completion:

- Initial data entry for grad plans and corrections. It is understood that updating and correcting the graduation plan is the responsibility of the Guidance Counselors and Freshman Support Specialists.
- Course placement for new students in grade levels nine (9) and ten (10).
- Locate and secure student transcripts and/or previous report cards.
- Scheduling Class Connect sessions and inviting students to general sessions, consistent with lists of students provided by the unit member.

11.2 Work Year

The work year for unit members shall be one hundred ninety-seven (197) work days, which includes one hundred eighty (180) instructional days and seventeen (17) non-instructional days. Exceptions shall be made for new hires as outlined below in this Article.

Deleted: work days

11.3 Required Teaching Hours

11.3.1 Teaching is defined as planned standards-based, teacher-led activities designed to ensure learning of CAVA adopted curriculum and/or California state standards. Except when legally required to meet and confer or negotiate in the event of a change to terms and conditions of employment or an impact to legislation as required under the

Educational Employment Relations Act ("EERA"), CAVA retains all rights to control the instructional program including, but not limited to scheduling, manner of delivery, content, and/or platform, etc. For purposes of this Article, "live interactive instruction" is defined as a teacher delivering instruction to a student or students while both the teacher and the student(s) are participating at the same time (synchronously) either in-person or virtually. To the extent future legislation defines and/or requires live instruction in a manner which differs from this article, the parties agree that CAVA shall immediately comply with such legal requirements and the parties may negotiate any impacts if so required under the EERA.

CAVA shall create a master schedule for unit members on an annual basis. CVEU's input shall be sought on the master schedule annually and prior to implementation. If a unit member's assignment within the master schedule requires change, CAVA will inform CVEU and the member five (5) days prior.

Deleted:

CAVA shall not schedule required live classes or administratively scheduled meetings within fifteen (15) minutes of the start or end of the contracted workday. Master schedule may also include "passing periods" of not more than five (5) minutes between instructional sessions.

This schedule will include specified time for the following work duties for those unit members who are required to complete said duties, with scheduled work dates messaged out to all members at the beginning of each semester:

- Work Records/ - Except for morning meetings and homeroom sessions which shall not be interrupted, unit member shall receive the following dedicated work time to complete work records. During this time, no live instruction or administratively scheduled meetings shall occur.
 - Elementary Teachers: one (1) workday per quarter
 - Middle School Teachers: one (1) workday per semester
 - High School Teachers: one (1) workday plus one (1) four (4) hour block per semester
 - High School ELD: one (1) workday per semester
 - K-8 ELD: one (1) four (4) hour block of time per semester for the collection of work samples
- Progress Reports - The following unit members shall receive one (1) four (4) hour block of time each quarter to complete progress reports: elementary GE teachers, middle school GE teachers, education specialists (all levels) and ELD specialists (all levels)

Deleted: one (1) teacher workday

Deleted: (elementary: per quarter and middle school/high school/ELD: per semester).

Deleted: Unit

Deleted:

- 11.3.2 For elementary, middle and high school general education teachers with the exception of Career and Technical Education (CTE) teachers, CAVA shall schedule no more than a total of thirteen and one-half (13.5) hours of live interactive instruction each week. For CTE teachers, CAVA shall schedule no more than a total of twelve and one-half (12.5) hours of live interactive instruction each week. This scheduling requirement shall not prohibit a unit member from providing additional live interactive instruction within the unit member's professional discretion.

CAVA may deem it necessary for the unit member to provide additional live interactive instructional hours to meet the needs of students.

- Prior to any assignment in excess of the thirteen and one half (13.5) hours, the supervising administrator shall meet with the unit member to discuss the need for the additional teaching hours and to develop an implementation plan.
- The supervising administrator shall discuss with the unit member appropriate additional support or accommodations needed by such unit member in order to meet this additional instructional time (example: focused Compass support to call students, exemption from completing connection calls, exemption from meetings, adjusted deadlines, etc.). This shall be included in the written plan.
- In no event shall more than twenty (20) hours of live interactive instruction be assigned per regular work week, and in no event shall any such live interactive teaching hours adjustment be required for a period of more than three (3) consecutive work weeks.
- The written plan and data gathered during this process will be submitted to the CVEU President.

For Education Specialists who serve mild/moderate students, CAVA shall schedule no more than a total of ~~eleven (11)~~ hours of live interactive instruction each week. For Education Specialists who serve moderate/severe students, CAVA shall schedule no more than a total of ~~seventeen (17)~~ hours of live interactive instruction each week.

Education Specialists shall not be assigned to provide required instruction to students without an IEP, except those assigned to a co-teaching general education push-in model (not shared re-teach).

Each education specialist will receive three (3) hours of protected time weekly (prorated for short weeks) to prepare for IEP meetings or write/affirm IEPs.

For the 2024-2025 school year: CAVA agrees to meet monthly with the CVEU special education representative(s) to discuss concerns and work to resolve issues. CAVA representatives at such meetings shall include at least one (1) CAVA director. CAVA agrees to hire additional roving subs for the special education department to allow for additional release time as needed.

For English Language Development Specialists and any "content only" (no homeroom) teachers, CAVA shall schedule no more than a total of eighteen (18) hours of live interactive instruction each week.

English Language Development Specialists shall not be assigned to provide required instruction to students without identified ELL needs, except those assigned to a co-teaching general education push-in model (not shared re-teach).

If CAVA assigns "push-in" services, those sessions shall be included within the instructional hours total. This scheduling requirement shall not prohibit a unit member from providing additional live interactive instruction within the unit member's professional discretion.

CAVA may deem it necessary for the unit member to provide additional live interactive instructional hours to meet the needs of students.

- Prior to any assignment in excess of any of the above hours, the supervising administrator shall meet with the unit member to discuss the need for the additional teaching hours and to develop an implementation plan.

Deleted: twelve (12)

Deleted:

Deleted: eighteen (18)

Deleted:

- The supervising administrator shall discuss with the unit member appropriate additional support or accommodations needed by such unit member in order to meet this additional instructional time (example: focused Compass support to call students, exemption from completing connection calls, exemption from meetings, adjusted deadlines, etc.). This shall be included in the written plan.
- In no event shall more than twenty-five (25) hours of live interactive instruction be assigned per regular work week, and in no event shall any such live interactive teaching hours adjustment be required for a period of more than three (3) consecutive work weeks.
- The written plan and data gathered during this process will be submitted to the CVEU President.

Unit members shall be provided a substitute teacher (if available) for any approved time off or to cover a class session if an IEP meeting is scheduled at the same time. Unit members shall not be required to provide a recording or to make-up the session. Unit members shall be required to provide lesson plans.

11.3.3 CAVA's master schedule shall provide five (5) consecutive workdays each semester for onboarding. During this time live interactive instruction and meeting requirements will be adjusted to allow for onboarding activities (student/family phone calls, proctoring of needed assessments, etc.).

- For general education teachers, the onboarding week shall include reduced teaching, no meetings (exceptions outlined in 11.8), and no more than one (1) PD day to allow additional time for student onboarding.
- For Education Specialists and English Language Specialists, the onboarding week shall include teaching, no meetings (exceptions outlined in 11.8), and no more than one (1) PD day, generally no onboarding, however, should proctoring support be required by such Specialists, and should any such Specialists requests from their supervisor a meeting to provide amelioratory measures, the supervisor shall meet with the Specialist to discuss an appropriate adjustment to live interactive instruction hours.

CAVA's master schedule shall afford teachers five (5) hours of protected instructional planning time each full work week (prorated for short weeks), scheduled in blocks of no less than thirty (30) minutes. During authorized instructional planning time, the administration shall not require them to complete any other task. For members who are required to hold shared re-teach, an additional one (1) hour of teacher-led protected planning time shall be provided the week before shared sessions are held for data analysis, student grouping, and lesson planning.

The parties agree to negotiate changes to shared re-teaching for the 2025-2026 school year.

11.4 **Non-Student Days**

Deleted:

Each year the employee calendar shall include four (4) nonstudent days between the first and second semester for the purpose of completing non-instructional duties. Unit Members will not be required to attend professional development, staff meetings or other events scheduled by administration during this time.

Course access and student information shall be provided to unit member before course set-up deadline.

11.5 Duty-Free Lunch Break

Each unit member is entitled to a thirty (30) minute duty-free lunch break. This lunch break shall be taken between noon and 1:00 pm. CAVA shall not schedule required live instructional sessions or meetings to begin within five (5) minutes of the conclusion of the duty-free lunch.

11.6 Learning Centers

In the event CAVA opens physical locations where unit members are assigned to work, such unit members shall be expected to sign in and out of the facility.

11.7 School Outings

The requirements for unit members to plan and attend outings:

- a. General education teachers shall plan one event in each quarter and may co-plan with one other teacher. The outing will count as both co-host's outing requirement for that quarter.
 - o As part of their duties, CTE (Career and Technical Education) teachers are required to host a total of two live industry professional sessions and one video-recorded session per semester. Provided that CTE teachers are hosting sessions as required, they shall not be required to host or attend other outings.
- b. Education Specialists and English Language Development Specialists are not required to plan/attend outings but shall be provided support should such unit members choose to plan events.
- v
- g. Unit members who wish to host virtual outings shall request approval from their supervisor.

Deleted: Such unit members shall attend at least one (1) event each quarter.
Deleted: c. Education Specialists shall be excused from attending an outing if an IEP meeting or other legally required expectation is scheduled during the outing time.fj
Deleted: d

The CAVA administration shall provide a list of approved outings and annually set the dates and times for such outings. If a unit member has a specific outing that cannot meet the day/time requirements, a request for an exception may be made to the Head of School or designee.

In order to ensure that outings are spread out across the calendar, unit members shall be assigned specific months in the quarter to plan outings. A unit member may make a request to the Head of School or designee for a change in planning month at least thirty (30) days prior to the outing date if needed.

Unit members who are attending outings shall not be required to travel more than fifty (50) miles one way.

For outings scheduled on school-wide outing days, unit members may cancel sessions and shall not be required to schedule "make-ups." For outings planned on alternative days, unit members shall work with supervisors for sub coverage or other accommodations. For education specialists, sessions may be required to be made-up per legal guidelines.

High school graduation and 8th grade promotion are not outings; however, teachers planning and attending such events shall be exempt from quarter four (4) outing requirements. Guidance Counselors are required to attend one (1) high school graduation in person per school year (within 100 miles of the unit member's home office).

Quarter four (4) expectations may be adjusted for test site coordinators or unit members who proctor in-person state assessments more than eight (8) workdays in a month.

11.8 Meetings and Professional Development

For the purposes of this section, "meetings" do not include the following: new teacher trainings, IEP meetings, instructional coaching, Human Resources meetings, any meetings with students or parents, or any asynchronous training.

During the instructional year, the total number of hours for meetings and professional development shall not exceed ninety (90) hours, and no more than seven and one-half (7.5) hours in an instructional work week. Required in-person professional development, meetings, and/or training shall be limited to two (2) days per year.

Nonstudent days are excluded from all references above and all meetings/trainings/PDs on these days will be at CAVA's discretion with the exception of the days outlined in Section 11.4.

11.9 Guidance Counselors and Freshman Support Specialists

Guidance Counselors and Freshman Support Specialists are responsible to implement the school's counseling program focusing on academic, career, and social-emotional support for high school students. During the instructional year Guidance Counselors and Freshman Support Specialists shall have a student meeting schedule that includes one large group session per month as well as quarterly individual student sessions.

11.10 New Hires

As requested by CAVA, experienced unit members can volunteer to serve as a support person to help support new hires. If selected by CAVA, the unit member shall be paid the non-instructional rate for up to two (hours) per school week. The unit member or CAVA may terminate the arrangement at any time and for any reason. In the event the quarter is not concluded, the unit member's pay will be prorated.

CAVA may at its sole discretion increase the work year for new hires by up to five (5) additional days prior to the established contract start date for the year. In the event work year is increased, new hires shall be compensated at their daily rate for such time.

11.11 In-Person Proctor Assignments During Virtual Testing Years

CAVA will request volunteers for in-person one-on-one proctor assignments. Should the proctor need exceed the volunteers available, CAVA reserves the right to assign a staff member to proctor in-person. Staff members assigned to proctor in-person will be provided required testing materials.

When unit members conduct in-person one-on-one assessments, they will attempt to schedule sessions outside of regular instructional hours. However, if scheduling conflicts necessitate assessments during live class sessions, a substitute will be provided, or the affected class(es) will be canceled, with no obligation for makeup sessions.

11.12 School Psychologists

Duties for School Psychologists shall be distributed in an equitable manner. In the event any such unit member is concerned regarding equal distribution, such unit member may schedule a meeting with the Head of School or designee to discuss the concern.¹

CVEU Representative

Foley

Date:

7/31/24

CAVA Representative

April Warren

Date:

8/1/2024

TENTATIVE AGREEMENT

CAVA/CVEU

July 25, 2024

ARTICLE 13 – COMPENSATION

13.1 Salary Schedule

The salary schedule for all certificated positions is attached as Appendix A.

To settle and close negotiations for the 2024-2025 school year, effective July 1, 2024, step 1 of the salary schedule shall be increased by 1.5% and then \$2,000, and subsequent steps (step 2 and thereafter) shall increase at the current rate of 2.5% (except for steps 5 and 10 which increase at a rate of 5%). Steps 21-25 shall also be added to the schedule with step increments of 2% (see Appendix A).

In the event of a change in the requirement for the minimum salary threshold by law to ensure continued professional exempt status for unit members, the parties agree that CAVA shall comply with such legal requirements and shall no later than sixty (60) calendar days prior meet with CVEU to discuss impacts of any such changes before required by law.

13.2 Instructional Related Stipends

Unit members teaching Advanced Placement and Honors courses at the high school level shall receive semi-monthly stipend payments as follows:

- Advanced Placement: \$150 for each course with fewer than twenty (20) students and \$200 for each course of twenty (20) to thirty-nine (39) students and \$250, for each course of forty (40) or more students.
- Honors Courses: \$90 for each course with fewer than twenty (20) students; \$100 for each course with twenty (20) to thirty-nine (39) students; and \$125 for each course of forty (40) or more students.
- Test Site Coordinators: When CAVA is required to test in-person: CAASPP Test Site Coordinators shall be provided a stipend as follows:
 - \$70 per day scheduled at sites with up to 25 students tested
 - \$135 per day scheduled at sites with up to 50 students tested

Deleted: 2023-2024

Deleted: July 1, 2023

Deleted: the parties agree to the attached Salary Schedule (see Appendix A). The resulting 2023-2024 salary increase for the bargaining unit constitutes a total salary increase in the amount of eight percent (8%).

Deleted: Additionally, each unit member shall receive a payment as follows:

In recognition of current unit members who worked during the 2022-2023 school year, each such unit member shall receive a one-time off-schedule payment in the amount of \$8,000.00, to be paid within thirty (30) days of full ratification of the 2023-2024 settlement between the parties.

Deleted: For those current unit members (at the time of full ratification) who commenced work for CAVA during the 2023-2024 school year, each such unit member shall receive a one-time off-schedule payment in the amount of \$5,000.00, to be paid within thirty (30) days of full ratification of the 2023-2024 settlement between the parties.

Deleted:

Deleted:

- \$160 per day scheduled at sites with up to 75 students tested
- \$175 per day scheduled at sites with over 75 students tested

Test sites with up to 100 scheduled students shall only have one (1) Test Site Coordinator assigned per day.

For Test Site Coordinators who agree to travel to CAVA designated remote sites, the test site coordinator will receive an additional flat rate of \$225 for the day(s) traveled (this is in addition to any mileage and/or hotel reimbursements).

When CAVA is required to test in-person, Designated PFT Coordinators shall be provided an \$80 per site stipend.

1:1 Test Proctoring

If CAVA participates in virtual testing, stipends shall be paid for in-person proctors for the CAASP (to include CAST), CAA, ELPAC (all forms) as follows:

- Training: If a unit member is not provided worktime and they are assigned to proctor a test they have not previously been required to complete training for that year they will be paid \$50 to complete the required training (for Alternate ELPAC, training will be paid \$90).

Proctoring: Each unit member is paid \$160 per student for the 1st day and \$50 for each additional day to proctor all assigned tests.

If a unit member schedules a test and arrives at a testing site, but the family does not show to the agreed upon testing day/time, the proctor will be paid 50% of the stipend.

National Honors Society,
National (Junior) Honors Society,
National Technical Honor Society
Advisors

Advisors shall be provided a stipend of \$300 per semester for fewer than twenty-five (25) students, \$450 for between twenty-six (26) students to forty-nine (49) students, and \$550 for more than fifty (50) students for student organizing and communicating and recording the requirements for students.

Initial IEP Assessments

For Education Specialists who have an assigned caseload of 28 students to case manage, In the event the Education Specialists is assigned an initial IEP (above their caseload) to complete, the Education Specialist will be paid \$250 once the IEP meeting is held and the IEP is affirmed.

Deleted:

Deleted: CAASPP

Deleted: CAA/CAASPP/Initial

Deleted: Summative ELPAC shall be

Deleted: If the student requires multiple days of testing.

Deleted: will be paid \$50

Deleted: <#>Alternate ELPAC shall be paid \$250 for the first student, \$175 for each additional student.

Deleted:

13.3 Hourly Rates of Pay for Instructional and Non-Instructional Activities

For those activities with a CAVA designated hourly rate, such rates shall be \$45 per hour for non-instructional activities and \$50 per hour for instructionally based activities.

13.4 Years of Service Credit for New Hires

Upon hire, new unit members will be granted up to three (3) years of service credit for previous credentialed employment within California.

13.5 Expense Reimbursement

~~Consistent with legal requirements, and past practice (practice has to have recurred with regularity over a significant period of time) unit members shall receive reimbursement for approved actual expenses per school policy to cover expense reimbursements for school-related expenses including but not limited to mileage, supplies, in-home set-up, business phone, internet, Live Scan test, printer supplies, travel and hotel within California.~~

Although not subject to grievance or arbitration, the School's Reimbursement Policy is attached hereto as Appendix "B."

13.6 Column Advancement

Column advancements on the salary schedule are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered.

13.7 Service Credit

For unit member advancement of annual steps on the salary schedule, a complete year of service shall be no less than 130 days of time actually worked during the instructional days of the annual school calendar, not including extended school year or summer school.

Deleted: Not to exceed \$3,300 per school year.

Deleted:

Deleted: The limit noted above does not apply to School Psychologists who are reimbursed for actual expenses through the School's reimbursement policy. Should any unit member request less than \$3,300 in reimbursements under the School's reimbursement policy in any such school year, the unit member shall receive a one-time taxable payment of seventy-five percent (75%) of the remaining balance, to be paid within thirty (30) business days following the final unit member's approved submission for the school year.

Deleted: Subject to the reasonable and necessary conditions as stated in the School's reimbursement policy, there shall be no cap on the categories of reimbursement.

Deleted: Unit members who are on paid leave status shall receive salary increment credit.

CVEU Representative

[Signature]

Date: 7/31/24

CAVA Representative

[Signature]

Date: 8/1/2024

General Ed (TK-12th Teachers, Freshman Support Specialists, English Language Development		Sped		Guidance Counselors	Occupational Therapist	School Psychologist	Speech Language Pathologist	
BA Salary	MA Salary	BA Salary	MA Salary	Salary	Salary	Salary	Salary	
1	63,156	65,156	73,253	75,253	72,157	92,656	100,658	100,658
2	64,735	66,735	75,084	77,084	73,961	94,972	103,174	103,174
3	66,353	68,353	76,961	78,961	75,810	97,346	105,754	105,754
4	68,012	70,012	78,885	80,885	77,705	99,780	108,398	108,398
5	71,413	73,413	82,830	84,830	81,590	104,769	113,818	113,818
6	73,198	75,198	84,900	86,900	83,630	107,388	116,663	116,663
7	75,028	77,028	87,023	89,023	85,721	110,073	119,580	119,580
8	76,904	78,904	89,199	91,199	87,864	112,825	122,569	122,569
9	78,826	80,826	91,429	93,429	90,060	115,645	125,633	125,633
10	82,767	84,767	96,000	98,000	94,563	121,428	131,915	131,915
11	84,837	86,837	98,400	100,400	96,927	124,463	135,213	135,213
12	86,958	88,958	100,860	102,860	99,351	127,575	138,593	138,593
13	89,131	91,131	103,381	105,381	101,834	130,764	142,058	142,058
14	91,360	93,360	105,966	107,966	104,380	134,034	145,609	145,609
15	93,644	95,644	108,615	110,615	106,990	137,384	149,250	149,250
16	95,985	97,985	111,331	113,331	109,665	140,819	152,981	152,981
17	98,384	100,384	114,114	116,114	112,406	144,339	156,805	156,805
18	100,844	102,844	116,967	118,967	115,216	147,948	160,726	160,726
19	103,365	105,365	119,891	121,891	118,097	151,647	164,744	164,744
20	105,949	107,949	122,888	124,888	121,049	155,438	168,862	168,862
21	108,068	110,068	125,346	127,346	123,470	158,547	172,240	172,240
22	110,230	112,230	127,853	129,853	125,939	161,717	175,684	175,684
23	112,434	114,434	130,410	132,410	128,458	164,952	179,198	179,198
24	114,683	116,683	133,018	135,018	131,027	168,251	182,782	182,782
25	116,977	118,977	135,678	137,678	133,648	171,616	186,438	186,438