

COLLECTIVE BARGAINING AGREEMENT

Between

THE CAMPBELL UNION HIGH SCHOOL DISTRICT

And

THE CAMPBELL HIGH SCHOOL TEACHERS ASSOCIATION/CTA/NEA

July 1, 2024 - June 30, 2026

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT	4
ARTICLE 2: RECOGNITION	5
ARTICLE 3: NON-DISCRIMINATION	6
ARTICLE 4: PROFESSIONAL ACCOUNTABILITY	7
ARTICLE 5: NEGOTIATION PROCEDURES	14
ARTICLE 6: BOARD RIGHTS	15
ARTICLE 7: ASSOCIATION RIGHTS	16
ARTICLE 8: CLASS SIZE	19
ARTICLE 9: PART-TIME EMPLOYMENT	21
ARTICLE 10: GRIEVANCE PROCEDURE	24
ARTICLE 11: ORGANIZATIONAL SECURITY	28
ARTICLE 12: EVALUATION PROCEDURES	29
ARTICLE 13: TEACHERS ON SPECIAL ASSIGNMENT	36
ARTICLE 14: HOURS AND WORK YEAR	41
ARTICLE 15: SAFETY CONDITIONS	57
ARTICLE 16: LEAVES	60
ARTICLE 17: TRANSFER	81
ARTICLE 18: COMPENSATION	88
ARTICLE 19: HEALTH AND WELFARE BENEFITS	101
ARTICLE 20: RETIREMENT	104
ARTICLE 21: ACADEMIC FREEDOM	108
ARTICLE 22: MISCELLANEOUS PROVISIONS	109
ARTICLE 23: NO STRIKE, NO LOCKOUT	109
ARTICLE 24: SAVINGS	109
ARTICLE 25: EFFECT OF AGREEMENT	109
ARTICLE 26: DURATION	110
ARTICLE 27: CALENDAR	110
ARTICLE 28: ADULT EDUCATION	110
ARTICLE 29: SPECIAL SERVICES	116
SIGNATURE CLAUSE	130
APPENDIX A	133
APPENDIX B	136
APPENDIX C	142

ARTICLE 1: AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Campbell Union High School District ("Board") and the Campbell High School Teacher Association/CTA/NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 2: RECOGNITION

A. Unit A

1. The Board recognizes the Association as the exclusive representatives of all certificated employees of the Board including: temporary teachers, probationary teachers, permanent teachers, nurses, speech therapists, ROTC drill instructors and librarians for the purposes of meeting and negotiating. Unit A excludes all other certificated employees covered in Unit B as well as management, supervisory, and confidential employees including counselors, psychologists, deans, and teacher supervisors, as well as summer school teachers, hourly driver training teachers, substitutes and home teachers.
2. The parties in this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members unless there are no unit members who are qualified and interested in performing the work, in which case the district may utilize non-bargaining unit personnel. Nothing herein shall preclude the district from continuing its practice of hiring walk-on coaches when the district has found it necessary to cover coaching assignments.

B. Unit B: The Board recognizes the Association as the exclusive representative of Unit B, which is defined as temporary, probationary, permanent adult education teachers, teacher on special assignment - site supervisor, and teacher on special assignment - curriculum specialist for purposes of meeting and negotiating. Unit B excludes all other certificated employees covered in Unit A as well as teachers of fee based classes, management, supervisory, and confidential employees including counselors, psychologists, deans, teacher supervisors, and activity directors as well as summer school teachers, hourly driver training teachers, substitutes, and home teachers.

The provisions of the Agreement shall apply to Unit B, except Articles 8 (Class Size), 9 (Part Time Employment), 13 (Teacher Advisors), 14 (Hours and Work Year), 17 (Transfers), 18 (Compensation), 20 (Retiree Benefits), and Appendixes A, B, C, D, and E, and/or those portions of the Articles expressly limited in Article 28.

ARTICLE 3: NON-DISCRIMINATION

- A. The District shall not unlawfully discriminate against any unit member on the basis of their sex, race, color, religious creed, national origin, age, marital status, political affiliation, physical or mental disability, medical condition, genetic information, veteran status, sexual orientation, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE 4: PROFESSIONAL ACCOUNTABILITY

A. Just Cause / Right to Representation.

1. The District may only discipline a unit member for just cause. Discipline shall conform to the principles and procedures of progressive discipline.
2. Discipline under this Article shall not include dismissal or suspension for more than fifteen (15) working days or the issuance of notices pursuant to Education Code section 44938.
3. The District and the Association agree that discussions with unit members regarding disciplinary action shall be conducted in a setting apart from individuals not directly involved in the issue. This shall not constitute a waiver of representation.
4. Unit members have a right to be accompanied by union representation in an investigatory interview when the unit member has a reasonable basis to believe that discipline may result from the meeting.

B. Progressive Discipline

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense requires bypassing progressive steps. If the recommended disciplinary action is suspension, then Section C shall apply (Appeals). For purposes of this Article, “workday” is defined as a day when the unit member is required to be in attendance. Progressive Discipline steps will include the following:

1. **Verbal Reprimand:** An administrator may issue a verbal reprimand to a unit member. The verbal reprimand will be provided during a meeting between the administrator and unit member wherein it is made clear that a verbal reprimand is being given by a statement by the administrator. After the meeting, the administrator will provide a written confirmation of the verbal reprimand as a conference memo. This communication shall not be placed in the official personnel file unless it is later attached to a written reprimand, or notice of suspension as set forth in this Article or any disciplinary action initiated under the Education Code.
2. **Written Reprimand**
 - a. The site administrator shall deliver the written reprimand **in person or via email** to the unit member. **If requested**, the unit member will sign the written reprimand to acknowledge receipt; however, this shall not constitute any admission of or agreement to the matters set forth in the written reprimand. If the unit member refuses to sign acknowledging receipt of the written reprimand, the site administrator will note the refusal on the document. The unit member shall be afforded the opportunity to review and discuss the written reprimand with the issuing administrator at the time of delivery or within five (5) workdays thereafter. A copy of the finalized document shall be placed in the unit member’s personnel file (subject to Section 4.B.3.b below). The unit member may file a written rebuttal for attachment to the finalized written reprimand if done within

thirty (30) workdays of receipt of the written reprimand or the conference with the site administrator, whichever is later. Nothing in this provision shall prohibit removal of the reprimand upon mutual agreement by the Assistant Superintendent of Human Resources or designee and employee

- b. A unit member may request, in writing, a conference with the Assistant Superintendent of Human Resources to discuss the issuance of the written reprimand. The request must be made within ten (10) workdays of the issuance of the written reprimand. This conference shall take place within seven (7) workdays of the unit member's request, unless the timeline is unable to be met by the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources' decision regarding the disposition of the written reprimand shall be made within five (5) days of the conference and shall be final.

3. Unpaid Suspension

- a. In all instances, the length of an unpaid suspension shall not exceed fifteen (15) workdays.
- b. Notice of a recommended suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. The notice of the recommended suspension shall include:
 - 1. Statement of the specific act(s), infraction(s) or omission(s) upon which the action is based;
 - 2. Where applicable, the Education Code section, policy, rule, regulation, or directive violated;
 - 3. The length of the suspension being recommended and effective date;
 - 4. Copies of the documentary evidence upon which the recommendation is based; and
 - 5. Advisements
 - a. A statement advising the unit member of the right to appeal the decision if the recommended action is sustained or modified and the right to representation.
 - b. That the unit member has a right to a Skelly conference, upon request, to respond to the charges. The request by the unit member must be made within five (5) work days of notice of delivery of the recommendation.
 - c. A copy will be concurrently provided to the CHSTA President

C. Appeals

- 1. A unit member who has received a Notice of Suspension may request a conference with the Superintendent, or designee, prior to the suspension hearing, in order to present information that the member believes may lead to a resolution other than suspension. The

conference shall take place within ten (10) workdays of the unit member's request. The unit member may have union representation at the meeting.

D. Confidentiality: All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.

The following flow charts are intended as guides, visually illustrating the process as described in the language above.

**Verbal Reprimand Flowchart
Illustrates Article 4.B.1**

An administrator issues a verbal reprimand to a unit member. The verbal reprimand will be provided during a meeting between the administrator and unit member wherein it is made clear that a verbal reprimand is being given by a statement by the administrator.



After the meeting, the administrator provides written confirmation of the verbal reprimand as a conference memo.



The conference memo is **not placed in the official personnel file** unless it is later attached to a written reprimand, a notice of suspension, or any disciplinary action initiated under the Education Code.

Written Reprimand Flowchart
Illustrates Article 4.B.3

Written reprimand delivered to the unit member in person or via email. If requested, the unit member signs to acknowledge receipt (not an admission); if the member refuses, the administrator notes the refusal on the document. The unit member may review and discuss the reprimand with the issuing administrator at delivery or within **5 workdays**.



A copy of the written reprimand is placed in the unit member's personnel file (subject to the outcome of the HR conference, below).



Written rebuttal

The unit member may file a written rebuttal for attachment to the reprimand within **30 workdays** of receipt of the reprimand, or of the HR conference, whichever is later.

Request HR conference

The unit member may request, in writing, a conference with the Assistant Superintendent of Human Resources to discuss issuance of the reprimand. The request must be made within **10 workdays** of issuance.



The conference is held within **7 workdays** of the unit member's request (unless the Assistant Superintendent of HR cannot meet the timeline).



The Assistant Superintendent of HR issues a decision on the outcome of the written reprimand within **5 days** of the conference. The decision is **final**.

Note: The written reprimand may be removed from the personnel file at any time upon mutual agreement of the Assistant Superintendent of Human Resources (or designee) and the employee.

E. Complaint Procedure

Complaints about a unit member (except for complaints with regard to the teacher's grading of a student or complaints alleging child abuse/neglect, retaliation, harassment, and/or discrimination, which are subject to a separate procedure under statute) shall be subject to the following

procedures:

1. If a written complaint is made against a bargaining unit member, the complaint, including the complainant's name if known and/or unless otherwise prohibited by applicable law or the complainant has requested confidentiality as noted in 1c, shall be given to the unit member as soon as possible, but no later than within ten (10) workdays of the receipt of the complaint. Written statements completed at the request of an administrator as part of initial information gathering and/or investigation are not considered written complaints.
 - a. A written complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.
 - b. If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.
2. Should a written complaint be lodged against a bargaining unit member, the Principal or designee shall work with the unit member and the complainant to resolve the concern. Any meeting appropriate to the resolution of the written complaint shall be arranged through the Principal or designee.
3. Should the unit member or the Principal or designee desire a meeting concerning the written complaint, a meeting shall be scheduled at a mutually agreeable time with or without the complainant within ten (10) workdays after the unit member is provided with a copy of the written complaint. Nothing in this Section precludes the parties from agreeing to meet. If the parties desire to have such a meeting and the Principal or designee is unable to find a mutually agreeable time for the complainant to meet with the Principal or designee and the unit member after providing 3 separate dates and times for such a meeting, the Principal or designee may proceed with meeting with the unit member and complainant separately.
4. The unit member may respond either orally or in writing to the Principal or designee, addressing the substance of the written complaint, either before or after any scheduled meeting to discuss the written complaint. If the unit member responds after the meeting, the response must be provided within six (6) school workdays after the meeting. If there is no meeting held, the unit member must provide his/her response, if any, within sixteen (16) workdays of being provided with a copy of the written complaint.
5. The Principal or designee will investigate any written complaint as soon as possible, but no later than within seventeen (17) workdays of the meeting in Article 21.B.3 or, if no meeting occurs, then the investigation will be completed within twenty-seven (27) workdays of the unit member's receipt of the written complaint. Upon completion of the investigation, the Principal or designee will prepare a written investigative report concerning any written complaint and give a copy of that report to the unit member at the conclusion of the investigation.

6. No written complaint can be put in the unit member's personnel file until the above process has been completed. If the investigation reveals there is no substance, the written complaint shall be discarded. If witnesses are not available during the investigative timeline, the timeline shall be extended by an additional ten (10) workdays, except in extenuating circumstances as determined by the District-in which case the District may further extend the timeline in order to interview such witnesses. If the District extends the timeline, the District will provide written notice to the bargaining unit member that it has extended the deadline and the reason(s) for that extension.
7. If the unit member believes that the decision by the Principal or designee is in error, they may appeal that determination to the Superintendent by sending a written request within ten (10) workdays after receipt of the written investigation report. The Superintendent will immediately inform both the Principal or designee and the unit member that the matter has been taken to the District Office. The Superintendent will review the matter, including talking with the unit member, and provide the unit member with a written determination as soon as possible, but no later than within ten (10) workdays after receipt of the unit member's appeal.
8. No information concerning the written complaint will be placed in the unit member's personnel file until the complaint has been investigated and found to have substance and the unit member has been given an opportunity to respond consistent with the below language:
 - a. If the unit member does not appeal the decision, they may within twenty (20) workdays of receipt of the investigative report attach a written response to the report.
 - b. If the unit member appeals the decision, they may within thirty (30) workdays of receipt of the Superintendent's decision attach a written response to that determination.

Any response from the unit member will be attached to the written complaint and included with it in the personnel file, along with any written report that is the product of the investigation.

F. Investigations

1. In the event that the District conducts an investigation of a bargaining unit member that is not covered by Article 4.F or another procedure under law, or an investigation results in the surfacing of new issues or concerns that triggers a new investigation, and the investigation takes longer than five (5) days to complete, the District agrees to provide notice, unless otherwise required by applicable policy/law, to the bargaining unit member that it is conducting the investigation by the sixth workday of investigation or fifteen (15) consecutive workdays from the receipt of the complaint, whichever comes first. The outcome of the investigation shall be communicated to the unit member at the conclusion of the investigation.

2. If the complaint is found to be without merit, the complaint will not be included in a unit member's personnel file.
3. If the District does not provide the unit member with written notice of the outcome of the investigation, the complaint will not be used in an evaluation of a unit member and shall not be included in the unit member's personnel file.

ARTICLE 5: NEGOTIATION PROCEDURES

- A. At the regular meeting of the Board in February of the calendar year in which this Agreement expires, the Association and District shall submit their initial proposals for a successor Agreement to the Board, unless an alternative schedule is agreed upon by the Association and District. In addition, on a date mutually agreed to by the parties each year, which date shall be within ten days of the above-referenced Board meeting or the last day for submission of material for the Board meeting, the District and Association agree to provide each other with a copy of their respective initial proposals being submitted to the Board. The parties shall attempt to mutually agree on a manner to exchange the initial proposals on the above referenced date and, if no agreement is reached, the parties agree that the exchange shall be accomplished by sending the proposals via e-mail to the Superintendent's Administrative Assistant. The Administrative Assistant shall - after receiving both side's initial proposals, but not before - email the initial proposals to the respective parties. At the regular Board meeting in the month following submission of the initial proposals, the Board will hold a hearing pursuant to Government Code section 3547.
- B. The parties shall meet and negotiate in good faith as soon as possible on negotiable items for a successor Agreement after the completion of the public notice process described in the preceding Section.
1. Negotiating sessions will be held at times and places as mutually agreed upon by the parties.
 2. The Association shall be allowed reasonable released time for up to six (6) of its members for the purpose of meeting and negotiating, at agreed upon meetings, with District representatives on all matters within the scope of representation pursuant to Government Code section 3543.2. Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in negotiation sessions, they shall suffer no loss in compensation for such times spent meeting and negotiating with the District representatives.
 3. Both parties shall furnish each other, upon reasonable written request, a copy of documents pertinent to the issues under negotiation, which documents are not otherwise privileged by law.
 4. Unless the parties agree to the contrary, when tentative agreement has been reached on an item, it shall be reduced to writing and initialed by the parties prior to adjournment of the session.
 5. When final agreement has been reached on all items, the parties shall have the total agreement ratified by the Employer and the Association.
 6. The parties agree that they will make reasonable efforts to prepare and approve the Agreement within sixty (60) days of ratification of the Agreement by both parties. Within thirty (30) days of approval and final sign off on the Agreement by both parties, the District shall make available on the District website the Agreement.

ARTICLE 6: BOARD RIGHTS

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself without limitations, except as provided by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

1. To determine and administer policy.
2. Subject to the provisions of the law and this Agreement, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion, or promotion.
3. To delegate to the Superintendent and other legally-appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, and experimental and pilot investigation of new educational programs.
4. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and of the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
5. It is understood and agreed that wherever the Board exercises its discretion or is given authority to exercise its discretion in this Agreement, such discretion shall be limited only by the terms of this Agreement.

ARTICLE 7: ASSOCIATION RIGHTS

1. **Right to Represent:** The exclusive representative shall have the right to represent members of the unit in employment relations with the district.
2. **Right to Associate:** The Board and Association recognize the right of employees to form, join and participate in the activities of an employee organization and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.
3. **Rights of Access, Communication and Use of Facilities:** The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mailboxes and other means of communication, subject to reasonable regulations, and the right to use district facilities at reasonable times for the purposes of meetings concerned with the rights guaranteed in the Act, provided that there is no conflict with a district-scheduled activity.
 - a. **Access:** Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall first notify the main office. Such visits shall be scheduled so as to not cause interruption to the school program.
 - b. **Communication:** The Association shall have the right to use unit member mailboxes for communications, consistent with the law, to unit members without interference with such communications by the employer. A copy of general distribution Association material shall be sent to the Superintendent and to the principal at the school where material is distributed at the same time as the general distribution. An Association representative shall be responsible for distribution of said material, and no cost shall be imposed on the district for such communication.
 - c. **Bulletin Boards:** The Association shall have the right to post notices of activities and matters of Association concern on bulletin board space designated for Association use. Such bulletin board space shall be provided at each school site in areas frequented by unit members.
 - d. **Use of Facilities:** The Association shall have the right to use school facilities during reasonable hours for meetings. "Reasonable hours" means before and after school, evenings, and lunch periods. General meetings shall be subject to approval by the principal after submission of the District form prior to the requested use. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities. Such meetings shall not interfere with the service of the employee or the school program.
4. **Right to Information**
 - a. **Board Agendas and Minutes:** The District shall provide to the Association one copy

of the Board agenda in advance of each Board meeting. The Association president shall be mailed (one day later than the board) all non-confidential, non-privileged attachments to the Board agenda. Minutes of the previous meeting shall be made available to the Association at the next regularly scheduled Board meeting.

5. Access to New Employee Orientations

- a. The parties agree that CHSTA shall be afforded the opportunity to meet with new unit employees during a new employee orientation. The new employee orientation generally will include more than one new employee, but may consist of one new employee. New employees are understood to include temporary, permanent, full-time, and part-time employees hired into positions that are part of CHSTA's bargaining unit.
- b. The District shall provide CHSTA of notice of any newly hired employees, within seven (7) work days of the individual's first day of work, via electronic mail, wherein the following information will be provided: full name, date of hire, classification, and work site. The new orientation meeting will be provided approximately every four to six weeks on a day agreed upon by the District and CHSTA. The District will provide five (5) days written notice to CHSTA of the time and location of the orientation meeting as well as the names of the new employees who are eligible to attend the meeting.
- c. If a new employee does not attend the orientation meeting specified in Section 5.a, the District and CHSTA President will coordinate the date and time for CHSTA to have access to the new employee for purposes of providing new employee orientation.

6. Timing of Trainings

- a. Prior/Beginning of the School Year Orientations: The parties recognize that the District may conduct a group new employee orientation prior to the start of each school year and for such sessions, it agrees to provide CHSTA with the ability to attend part of such orientation - which time will be outside of the lunch hour, unless the parties agree otherwise in writing - to conduct a new employee orientation. For such sessions, CHSTA shall be provided not less than 60 minutes of access time to the new employees at the new employee orientation meeting, for its President or designee (identified in writing to the District) to provide new employee orientation. The District shall provide CHSTA with not less than 21 calendar days' notice of the time and date of the orientation. CHSTA is entitled to invite CTA endorsed vendors and staff to the meetings and will - upon request to the district- have access to the District audio/visual equipment for presentations. Except as provided in Section 5.c, if, after receiving written notice of the designated employee orientation, CHSTA fails to attend, the District will not be obligated to provide additional access during the initial orientation process.
- b. During School Year Orientations: CHSTA shall be provided one (1) hour of paid release time, inclusive of travel time, for its President or designee (identified in writing to the District) to provide new employee orientation. The District shall provide CHSTA with not less than 10 days' notice of the time and date. CHSTA shall be provided 30 minutes of access time to the new employees at the new employee orientation meeting.

- c. The new orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. Additionally, the District will allow representatives of CHSTA access to new employees at work sites during non-duty hours, or the employee's prep period consistent with the established access procedures.
- d. District administrations will excuse themselves during CHSTA's orientation time. Likewise, the District administration may ask CHSTA representatives to excuse themselves during non-CHSTA time periods of the orientation.
- e. Any alleged violation of this agreement by either party is subject to arbitration.

7. Unit Employee Contact Information

- a. For purposes of this Section only, "contact information" shall be defined to include: name, job title, department, work location, work telephone number, home telephone number (if applicable and/or available to the District), personal cellular telephone number (if applicable and/or available to the District), personal email address (if applicable and/or available to the District), and home address or P.O. Box.
- b. On the 10th (or first business day after the 10th if the 10th falls on a weekend or a holiday) of each month, the District shall provide to a CHSTA representative, designated in writing by CHSTA, with the contact information, as defined in section 7.a, of any new hires hired by the District in the previous calendar month. The contact information shall be provided electronically, in excel spreadsheet format or other mutually agreeable format.
- c. The District shall provide to a CHSTA representative, designated in writing by CHSTA, a spreadsheet with all bargaining unit members' contact information, as defined in Section 7.a as well as school site and FTE status, on the last working day of September, January and May. The information shall be provided to CHSTA electronically in Excel spreadsheet or other mutually agreeable format.

8. Appointment to Committees

When the District forms committees relating to matters within the scope of representation, the Association shall have the right to appoint the number of unit member representatives requested. If the Association fails to appoint said representatives by the time set for the Committee to begin work, the District may make the necessary appointments.

ARTICLE 8: CLASS SIZE

The District and CHSTA have a shared interest in maintaining appropriate class sizes for the benefit of student learning. Both parties acknowledge that the development of a school site's master schedule is a complex process that incorporates a number of factors, including student course request, class size capacity, teacher credentials, etc. Both parties recognize that providing specific program options can impact some class sizes and are part of the variables considered in the staffing process. The Principal or designee determines the allocation of site FTE in alignment with Article 17.2 – Schedule and FTE Allocation. Principals or their designees have the ability to request additional FTE based on student and program needs.

The District and CHSTA are committed to ensuring that both class sizes and overall student contacts are considered throughout the staffing process and will regularly review data over the course of the school year to analyze the effectiveness of the District's efforts to keep class sizes at 32 or below.

District and CHSTA representatives will meet mid-year and at the end of the school year to review the data on overages in an ongoing effort to improve and fine tune the provisions in this Section.

The provisions in this Section do not apply to Special Education teachers or Speech and Language Pathologists (SLP) as they are covered by the provisions set forth in Article 29.

1. Class Size and Student Contact Targets

- a. Total student contact targets shall be 160 or below by the end of the first 6-week grading period except in the following areas: Physical Education; Performing Arts classes, including but not limited to, Band, Orchestra, Choir, Drama and Dance; Tutorial; Continuation School classes; and Speech Therapists. In P.E., the total student contact targets shall be 210 or below by the end of the first six-week grading period.

Student Assistants are not included in the calculation for the total student targets. Any class size programs funded by the State or Federal governments are excluded from this calculation. All calculations in this provision will be based on a teacher teaching five sections. If a teacher is not a 1.0 FTE, the calculations shall be on a prorated basis.

If the parcel tax is not renewed, the total student contacts shall be 162 instead of 160.

b. Class Size

- i. Individual class sizes are not intended to exceed 32 students, with a maximum of 35, except for those classes that are individual offerings at a school site and those specified in Article 8.1.a, by the end of the first 6-week grading period in all subject areas, unless otherwise specified within this Article. Any class with only one or two sections taught at a school site, with the exception of those specified in 8.1.a, shall have a maximum of 36 students.

- ii. In P.E., individual class size targets are not intended to exceed 42 students, with a maximum of 45.
 - iii. For the Continuation School, the individual class sizes are not intended to exceed 20 students, with a maximum of 22.
 - iv. In English Language Development classes, individual class size targets are not intended to exceed 18 students for ELD 1, 20 students for ELD 2, 22 students for ELD 3, and 24 students for ELD Enrichment.
- c. For purposes of Article 8, student contacts will be defined as follows:
- i. Student Contact (exclusive of Study Hall/Tutorial/Advisory/Plus Period contact (hereinafter "Tutorial")) - a teacher's interaction with a single student which involves recording the student's attendance for an assigned period; preparing daily lessons appropriate to the course being taught; and providing grade and assessment feedback to students and parents.
 - ii. Tutorial contacts will not be counted as a part of the "total student contact" as described in Article 8.1.a or the "intended class sizes" as described in 8.1.b.i, nor will they be counted for purposes of additional compensation as described in Article 8.2. In addition, tutorial period as defined is not considered to be a class and is not to be incorporated as part of the evaluation process as defined in Article 12.

2. Compensation

For each 6-week grading period after the first grading period, teachers who are teaching classes set forth in Article 8.1.b are eligible for overage compensation of \$5.00 per day for every student over the minimum cap specified in section 8.1.b above in any class if they have 145 or more total student contacts.

For each 6-week grading period after the first grading period, teachers who are teaching classes set forth in Article 8.1.b.ii are eligible for overage compensation of \$5.00 per day for every student over 42 in any class if they have 190 or more total student contacts.

The above total student contact numbers shall be prorated for part-time teachers. Effective with the 2022-2023 school year, the above total student contact numbers shall be prorated for bargaining unit employees who have release periods as part of their daily schedule. Release periods are class periods during which the employee is working but does not have students on their roster for the class period.

Payment shall be made in February for either or both of the second and third grading periods and in June for exceeding the total student contacts at the beginning of any 6-week grading period in the second semester.

3. Waiver

Nothing in this Agreement shall preclude a teacher from agreeing to waive the maximum number of total student contacts or number of students in a class as long the waiver is agreed to by the teacher after consultation with the CHSTA President or Vice President (or designee). Such consultation will be documented on the Waiver Form with the appropriate signatures.

4. Class Size Management

Site Administration will strive to maintain class sizes at or below 32 students, or 42 or fewer students for P.E., both during spring programming and fall balancing. The number of students in any single class shall not create an unsafe teaching or learning environment. Department Chairs shall be provided the opportunity to review the master schedule by the end of the last class week before Final Exams week in order to identify areas of concern and provide feedback.

By the beginning of the third week of the Fall Semester the Principal or designee will consult with each Department Chair or designee to review class size data in order to balance classes and correct any problems. With the exception of co-taught classes, or classes explicitly designed to be intervention courses, best efforts will be made to balance the class size, distribution of EM students, and students with IEPs and 504s across sections of the same course.

5. Data Analysis

The District agrees to furnish the President of the Association with a written report showing the number of each teacher's student contacts and class sizes within ten (10) business date of receiving a request from CHSTA.

ARTICLE 9: PART-TIME EMPLOYMENT

A. Definitions

A unit member will be considered a "part-time" unit member if he/she teaches one, two, three, or four periods per day (20%, 40%, 60%, or 80%). Part-time teachers will not be paid for preparation time and will be proportionally responsible for the duties at their school site identified in Article 14.A.3. and Article 14.B.

B. Part-Time Status

A unit member who has full-time status may request to reduce his/her work load to part-time status by submitting an application to the Human Resources Department by February 1st for consideration for the following school year. The District will not consider any applicants who apply after February 1st. The school site administration will confer with the unit member and will reasonably attempt to satisfy the unit member's scheduling and duty requests. The District will provide the unit member with a final written decision either approving or rejecting the reduced workload request by May 15th. The parties understand and agree that the District is not precluded from offering to reverse a denial of a workload reduction request if circumstances change; however, the District shall not reverse the approval of a workload reduction request unless the unit member making the request agrees in writing. If the District decides to approve the request, the employee will sign a letter accepting the part-time assignment. Reduction to part-time status is a permanent reduction in status unless there is subsequent action by the Board.

C. Return to Full-Time Status

If a unit member, who was approved to become part-time under Article 9.B, wishes to change from part-time back to full-time status, he/she shall be allowed to apply to return to full-time status. The District may post for the position internally and externally simultaneously, but the District will give the unit member first consideration prior to outside applicants as long as such consideration does not impact staffing, staffing assignments, or the needs of the District.

D. Board Action

Final action to accept a unit member's application for part-time employment shall be at the sole discretion of the Board. An applicant may revoke his/her application at any time prior to action being taken by the Board. However, once acted upon by the Board, reduction to part time status shall not be reversible except by subsequent action of the Board upon an application of employment submitted by the unit member.

E. Part-Time Leave

A unit member who has full-time status may request a leave for a specified term not to exceed one year, with the right to request another year. Such request shall be submitted to the Human Resources Department by February 1st, unless the request is submitted in response to the District learning late in the school year of changes in staffing needs. The request will be

subject to the same considerations as one for part-time status, but it ensures the unit member the right to return to full-time status at the end of the leave. Unit members on a part-time leave may not be employed in another K-12 public, charter, or private school while on leave unless approved by the Human Resources Department.

F. Shared Contract

In the event the District returns to a traditional bell/class schedule, i.e. where a student attends all of his/her classes each day of the school week, two unit members who wish to share a teaching assignment for the following school year must submit a written proposal to the Human Resources Department prior to March 1st. In the request, the unit members will describe in detail how they plan to fulfill the responsibilities of their teaching assignment (examples: one semester of teaching for each unit member, "3/2" periods taught first semester and "2/3" periods taught second semester, division of weekly teaching days, teaching alternate units, etc.) Unit members should further describe how they will share the responsibilities of activities, chaperoning, and other duties identified in the Hours provision of this Agreement. The Human Resources Department will inform the applicants of approval or denial of their request, and they will sign a letter accepting a shared assignment. Unit members with 50:50 shared contracts shall advance one step for every two years of shared contract service; others shall advance in accordance with Article 9.G.

G. Compensation

1. A unit member classified as part-time on a percentage of a full teaching load shall be compensated as follows:
 - a. Salary shall be 20% of the unit member's full-time rate of pay per period taught.
 - b. Benefits according to the following schedule:
 1. Less than 50% of a full-time teaching assignment= no benefit compensation.
 2. 50% or more of a full-time teaching assignment= right to pro-rata benefits.

H. Salary Schedule Advancement

Part-time unit members who are assigned as a 0.5 FTE or greater unit member and who work at least 75% of the unit member's work year, will receive a step advancement on the salary schedule every school year. Part-time unit members who are assigned as less than a 0.5 FTE unit member and who work at least 75% of the unit member's work year each school year, will receive a step advancement on the salary schedule every other school year.

ARTICLE 10: GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by the aggrieved that he or she has been adversely affected by a violation, misinterpretation or misapplication of this Agreement.
2. An "aggrieved" may be one or more members of the unit asserting a grievance, or the Association.
3. A "claim" is the written assertion of a grievance.
4. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
5. "Working days" means days when the District Office is open.
6. "Immediate supervisor" is the management person having immediate jurisdiction over the aggrieved.
7. A "representative" shall be a person chosen by the Association to represent the aggrieved.
8. "Days" means days during which the employee is required to be in attendance.

B. Purpose

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

C. Informal Level

Within thirty (30) days of the event or within thirty (30) days of when the aggrieved could reasonably be expected to know of the event which gives rise to the grievance, the aggrieved shall meet informally with his/her immediate supervisor. The aggrieved must, in writing, either in advance or during the meeting, specifically identify that the meeting constitutes the Informal Level grievance meeting. The aggrieved may, at his/her option, request that his/her representative be present. Any person(s) named in the grievance shall be notified and shall have the option of meeting with the aggrieved and the aggrieved's supervisor. The immediate supervisor will attempt to resolve the matter after the Informal Level grievance meeting. If the immediate supervisor is not able to resolve the matter the immediate supervisor shall provide a written response to the grievance no later than ten (10) days after the Informal Level grievance meeting. If the grievant is not satisfied with the outcome of the informal grievance, he/she may appeal the grievance to Step 1 of the Formal Level.

D. Formal Level

1. Step 1 - Immediate Supervisor

If the grievance is not settled at the Informal Level, the aggrieved, within ten (10) days of receipt of the immediate supervisor's decision, shall submit a formal written grievance to the immediate supervisor requesting a written answer. Within ten (10) days after receipt of the formal written grievance, the immediate supervisor shall respond in writing.

2. Step 2 - Superintendent

If the grievance is not settled in Step 1, the aggrieved, within ten (10) days after receipt of the immediate supervisor's decision, may submit his/her grievance, in writing, to the Superintendent. The Superintendent or his/her designated representative shall have fifteen (15) days to give a written decision after receipt of the Step 2 grievance.

3. Step 3 - Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step 2 within fifteen (15) days CHSTA may submit the grievance to arbitration. The parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Services within ten (10) days of the Association submitting the grievance to arbitration. A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The parties shall make every good faith effort to strike names within ten (10) days of receipt of the list unless an extension of time has been agreed to in writing.

If any question arises as to the arbitrability of the grievance, such question will be heard by the arbitrator prior to proceeding to the merits.

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

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

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator.

The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper. The award of the arbitrator will be final and binding on the parties and a copy will be submitted to the Superintendent, the aggrieved,

and the Association.

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

E. General Provisions

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent in writing.
2. In the event a grievance is filed at such time that it cannot be processed through all levels of the procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the school year, or as soon thereafter, as it is practicable.
3. An employee may be represented at all stages of this procedure by himself/herself and/or at the member's option by legal counsel and/or by representatives of the Association.
4. Forms for filing grievances will be mutually agreed upon by the Superintendent or designee and the Association annually. These forms shall include:
 - a. The signature of the aggrieved.
 - b. A clear, concise statement of the specific circumstances giving rise to the alleged grievance.
 - c. The date of the informal conference held with the immediate supervisor.
 - d. The date of the alleged violation or indication of a continuing violation.
 - e. The article and section of the Agreement which is alleged to have been violated.
 - f. The relief requested.
 - g. Grievant or Grievant's name and work site, unless CHSTA is serving as the grievant pursuant to Article 10.E.13.
 - h. Place for signature of grievance chair.
5. The parties in interest agree to make available to each other all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
6. If a grievance is not initiated within the timelines and/or consistent with the procedures

set forth in this Article, the grievant will be required to initiate the grievance at the appropriate step. The District's processing of such a grievance does not impact its ability to assert during the processing of the grievance and/or at an arbitration hearing that the grievance is not arbitrable. A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level within ten (10) days of when the decision was due.

7. When the aggrieved is not represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all steps of the procedure.
8. No party in interest shall take reprisals affecting employment status of any member of the unit, party in interest, any Association representative, or any other participant in the procedure by reason of such participation.
9. Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.
10. When it is necessary for a representative designated by the Association to process a grievance or attend a hearing during the day, the representative will, upon notice to the representative's principal or immediate supervisor by the president of the Association, be released without loss of pay to participate in the foregoing activities. A reasonable number of witnesses from the bargaining unit may be released if requested by the Association to appear at such hearing.
11. If the Association and the Superintendent or the Superintendent's designee agree in writing the grievance may be brought directly to arbitration.
12. Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.
13. The Association, either on its own behalf or on behalf of more than one affected unit member, may initiate a grievance at the Informal Level. In these cases, the grievance process shall start at the Informal Level with the Superintendent's designee holding the meeting. If the grievance is not resolved at the Informal Level, the Association may appeal the decision to Step 2 and all other steps of the grievance process shall be followed in accordance with the requirements of this Article.
14. If a grievance arises from action or inaction of the District at a level above the Principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the grievance process shall start at the Informal Level with the Superintendent's designee holding the meeting. If the grievance is not resolved at the Informal Level, the aggrieved may appeal the decision to Step 2 and all other steps of the grievance process shall be followed in accordance with the requirements of this Article.

ARTICLE 11: ORGANIZATIONAL SECURITY

1. The District and the Association recognizes the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, participate in or in any manner support employee organization activities, except as provided by this Article.

2. Timing of Certification For Dues Authorizations and Revocations

By August 15th, or the following work day if it lands on a weekend, the Association shall provide an initial certified list of all individuals -including first and last name - employed in Association represented positions who have authorized dues to be withheld from their pay warrants by the District. On a monthly basis, the Association shall provide the District with the first and last name of each unit member who, since the Association provided the prior month's certified list, has revoked his/her written authorization or who has provided written authorization for dues deductions to be taken from his/her pay warrant, including the effective date of such authorization/revocation. The Association will provide the information to the District's Director of Human Resources or designee (with a copy to the Chief of Strategy and Human Capital).

3. Processing Of Certified Authorizations and Revocations

- a. As long as the District receives the information set out in Article 11.2 by the 15th of the month (or the first District business day after the 15th, if the 15th falls on a weekend or holiday), it will process the deduction authorization(s) or revocation(s) as part of the regular payroll cycle for the applicable unit member's pay warrant issued for that month.
- b. If the District does not receive the information set out in Article 11.2.a by the 15th of the month (or the first District business day after the 15th, if the 15th falls on a weekend or a holiday), then the District will process the deduction authorization(s) or revocation(s) as part of the normal payroll cycle for the applicable unit member's pay warrant issued in the following. In such cases, the District will utilize the most recently certified list for the purposes of taking dues for that respective month.

4. Dues Deduction

- a. The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association dues, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
- b. Pursuant to authorization by the unit member, the District shall deduct one-eleventh (1/11) of the Association dues and/or agency fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated.
- c. With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues, the District agrees to promptly remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

5. The Association agrees to pay to the District all reasonable legal costs incurred in defending against any court action and/or administrative action challenging the legality of constitutionality of the provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 12: EVALUATION PROCEDURES

It is understood and agreed by both parties to this Agreement that the principal objective of evaluation is to foster continuous professional growth and development that positively impacts student achievement. The fundamental basis for evaluation is the California Standards for the Teaching Profession (CSTP). The parties agree to use the CUHSD Instructional Framework as the sole evaluation rubric for the Standard Evaluation process as a pilot for the 2026-27 and 2027-28 school years. In the Fall Semester of 2026, Professional Development will be provided to teachers and administrators about the new CSTPs, including how they are reflected in the CUHSD Instructional Framework. In the Spring Semester of 2027, teachers will be invited to provide feedback on the CUHSD Instructional Framework.

In the Spring Semester of the 2027-28 school year, teachers will be invited to participate in a working group to consider revisions to the CUHSD Instructional Framework. Should changes be made, CUHSD and the CHSTA President (or designee) will meet and confer on the changes and discuss a Memorandum of Understanding (MOU) to authorize the continued use of the revised framework for the 2028-29 school year. In the absence of agreement to continue the pilot, the parties agree to reopen Article 12 to discuss options for the 2028-29 school year.

A. Frequency of evaluation

1. Permanent unit members shall be evaluated:
 - a. At least once every two (2) years, or
 - b. If the unit member and evaluator agree, every five (5) years for unit members who have been employed at least 10 years with the District, and whose previous evaluation overall rating was satisfactory. If at any time the evaluator or unit member deem it necessary, either may initiate the evaluation process during the five year cycle.
2. In the event that a permanent teacher receives a "Needs Improvement" or "Unsatisfactory" at the end of an evaluation cycle, they will be placed on an Improvement Plan and will be evaluated again the following year.
 - a. Satisfactory completion of the Improvement Plan will exempt the permanent unit member from another evaluation for one (1) year.
 - b. Unsatisfactory completion of the Improvement Plan will lead to a full evaluation in the succeeding year. The unit member shall be evaluated annually until the unit member achieves a positive evaluation or is separated from the District.
3. Temporary, probationary, provisional unit members shall be evaluated annually.

B. Determination of the evaluator

1. The evaluator shall be the unit member's immediate supervisor and/or any other certificated administrator designated by District management.

2. The unit member may be evaluated by the same evaluator in two (2) consecutive evaluation cycles, unless either the unit member or evaluator objects.
3. Once an evaluator is designated, a unit member may request the school principal to change evaluators. If this request is not granted, the unit member may appeal this decision to the Superintendent or designee with the understanding that the Superintendent/designee's decision shall be final.
4. The evaluator may consult or involve other certificated personnel deemed appropriate to assist in the evaluation process.

C. Methods of and eligibility for evaluations.

Unit members may be evaluated by one of two processes

1. The standard evaluation process, which is outlined in Section D below.
2. The project-based evaluation process, which is outlined in Section E below. Permanent unit members who have been with the District at least six (6) years may request the project-based evaluation process if they have received a satisfactory evaluation during their previous evaluation cycle with no disciplinary documentation subsequent to that evaluation.

D. The Standard Evaluation Process

The Standard Evaluation consists of the following components: evidence of progress towards goals and professional growth, classroom observations, and at least one artifact or piece of supporting evidence provided by the unit member. Artifacts or supporting evidence are to be selected by the unit member, not the evaluator, and might include items such as student work samples, assessments, teacher-collected data, or other information the unit member believes highlight their progress towards goals and professional growth.

The timeline for each component is below. Note: week 1 (one) is the first full week of a semester.

1. By the end of week 4 (four) of the first semester.

Written notification is provided to unit member with the name of their evaluator. It is recommended that returning unit members be notified prior to the start of school.

2. By the end of the week 6 (six) in the first semester.

Unit members will complete the goal setting process to propose a plan for their own professional growth.

3. By the end of week 9 (nine) in the first semester.

- a. For all non-permanent unit members, there shall be at least two informal classroom

observations, each a minimum of 10 minutes. The classroom observation form will be completed after each observation and a follow-up conference shall be held ten (10) teacher work days (as defined in Article 10) following the second observation.

- b. The evaluator and the unit member will meet to review the goals and professional growth plan. Upon mutual agreement, the form will be signed by both parties. Should the unit member not agree with the plan, they may attach a statement of disagreement, recognizing that the evaluator's plan will be followed.

4. By the end of the first semester.

There will be at least one formal classroom observation of at least 30 minutes duration. The first observation will be announced by the evaluator at least one day prior to the observation. A follow up formal (with written report) or informal (no written report) conference shall be made within ten (10) teacher work (as defined in Article 10) days of the observation.

5. By the end of week 9 (nine) in the second semester (or the end of week 7 (seven) for temporary or probationary unit members).

A second observation shall be completed and a conference held within ten (10) days. Prior to the conference, the bargaining unit member will submit additional evidence to demonstrate progress toward goals and the professional growth plan.

6. Thirty (30) calendar days prior to the last teaching contract day

A written or electronic copy of the unit member's Final Summary Evaluation is provided to the unit member for their signature. A follow up conference may be scheduled by the unit member within 10 days of receiving his/her final Summary Evaluation.

E. The Project-Based Evaluation Process and Timelines

1. By the end of instructional week 4 of first semester.

Written notification is provided to permanent unit member with the name of their evaluator and the eligibility criteria for the project-based evaluation process. It is recommended that returning unit members be notified prior to the start of school. The eligible unit member and evaluator will meet to discuss the Project-Based Process as part of the goal setting process. This meeting will provide the parties the opportunity to consider both the project-based and the standard processes.

2. By the end of week 6 (six) in the first semester.

The unit member will present his or her project-based plan based upon the goal setting discussion. The unit member should present the measurable objectives and intended outcomes to be achieved for the evaluation process. The Project-Based Evaluation Process

will be collaboratively designed and mutually agreed upon by the unit member and evaluator. In the absence of an agreement between the unit member and the evaluator, the Standard Evaluation Process shall be used.

3. By the end of week 9 (nine) in the first semester.

The unit member and evaluator shall meet to agree on the timeline for the unit member to present their report, project, or portfolio.

4. By the end of week 7 (seven) in the second semester.

The unit member and evaluator shall meet to review the Midyear Review and Reflection Form.

5. Thirty (30) calendar days prior to the last teaching contract day.

A report regarding the level of success attained by the unit member as a result of the Project-Based Evaluation Process shall be prepared by the evaluator as the Final Summary Evaluation and signed by the evaluator and the unit member. A follow up conference may be scheduled by the unit member within 10 (ten) business days of receiving their Final Summary Evaluation.

F. The Final Summary Evaluation

1. Unit members will receive a final summary evaluation detailing the ratings on the six (6) domains of the CUHSD Instructional Framework.

In addition to written comments, the unit member will receive an overall rating of Satisfactory, Needs Improvement, or Unsatisfactory, consistent with the indicators in the CUHSD Instructional Framework.

2. A unit member shall not receive a "Needs Improvement" or "Unsatisfactory" summary evaluation unless:
 - a. There have been at least three (3) classroom observations of at least 30 minutes each.
 - b. For each of the above observations there has been a written observation report and formal conference within ten (10) days of the observation.
 - c. One of these observations shall be conducted by an administrator other than the assigned evaluator.

G. The Improvement Plan

1. The evaluator will meet with the unit member to discuss and develop an Improvement Plan.
2. The Improvement Plan is a prescriptive document which delineates specific recommendations for improvement of cited deficiencies and is limited to a specific timeline.

3. The Improvement Plan may be prescribed by the evaluator.
 - a. If the evaluator perceives, after two (2) observations and formal conferences, difficulties in the unit member's teaching methods, or
 - b. If the evaluator indicates on the Final Summary Evaluation, a "Needs Improvement" rating on more than one of the six (6) domains of the CUHSD Instructional Framework.
4. The evaluator shall take positive steps to assist the unit member in correcting the cited deficiencies and the Improvement Plan will make specific recommendations for improvement, which may include a peer assistance component.
5. The unit member shall also take positive steps to correct cited deficiencies as prescribed in the Improvement Plan.
6. If a unit member is on an Improvement Plan, in no event will an "Unsatisfactory" rating be given to a unit member on the Final Summary Evaluation unless the unit member fails to meet or exceed the improvements outlined in the Improvement Plan.

H. Evaluation of non-classroom duties

1. The evaluator may observe the unit member in the classroom and/or in the exercise of the unit member's non-instructional duties.
2. The evaluator may seek input from other certificated management personnel as they relate to the unit member's overall instructional and non-instructional duties.
3. The Final Summary Evaluation of the unit member's non-instructional duties shall focus on the unit member's meeting his/her assignment, not on the unit member's expertise or prior experience. The evaluation of a unit member's performance of non-instructional duties shall be consistent with the standards/indicators of CSTP as reflected in the applicable domain(s) of the CUHSD Instructional Framework.
4. The evaluator shall take positive steps to assist the unit member in correcting potential deficiencies in the performance of his/her non-instructional duties.

I. Grievance Procedure

Evaluation procedures are grievable; however, the content of the evaluation shall not be subject to the Grievance Procedure, Article 10.

J. Board Rights

It is the intent of both parties that nothing in this article shall be construed as a waiver or limitation of the right of the Board to dismiss unit members for cause or not to renew a contract to a probationary, temporary, or provisional unit member as specified by the California Education Code.

K. Personnel Files

1. Unit members shall have access to their personnel file upon request during the business day, (except for those contents that are restricted by law) provided that the request is made for a time when the unit member is not required to render service.
2. When information of a derogatory nature is to be placed in a unit member's personnel file, the member shall be given notice and an opportunity to review the information and attach a written rebuttal. Any such material shall be dated and signed by the author.
3. Examination of the file shall take place in the presence of the Assistant Superintendent of Human Resources or designee.

The parties agree to reopen this Article if there are legislative changes affecting evaluation.

ARTICLE 13: TEACHERS ON SPECIAL ASSIGNMENT

A. The purpose of this section is to outline the various roles that teachers perform outside of classroom assignments to provide professional and peer assistance, including, but not limited to, working as teacher mentors, content specialists, and program coordinators. Both parties are continually striving to provide the highest possible quality of education for our students. Both parties also believe that teachers are valuable professionals who deserve to have the best resources available in the interest of improving performance to a successful standard. Therefore, the parties agree to cooperate in the development and implementation of teacher leadership assignments outside the classroom to expand and improve peer assistance and instructional programs. Finally, the District and CHSTA have a shared interest in ensuring teachers returning from special assignment are placed in the teaching position most conducive to their success.

New Mentor Teachers

1. Application Process	The process for hiring New Teacher Mentors shall be the same as delineated in Article 17.A- Transfers; however, the hiring timeline may be subject to change. The hours and work year posted in the job description shall be mutually agreed upon by the District and CHSTA. CHSTA will respond to the District within ten (10) working days of having received the job description.
2. Hours/Work Year	Both parties understand that the nature of the New Teacher Mentor position may require a more flexible calendar than that of a traditional classroom teacher. Therefore, for any days worked beyond the number of days posted in the job description (not to exceed a total of 187 days), New Teacher Mentors will be given a choice between additional compensation, flexible calendar, and/or some combination thereof, by mutual advance agreement with both the New Teacher Mentor and the District.

3. Evaluations	• New Teacher Mentors will be evaluated using the District's "specialist" evaluation form. • For full-time New Teacher Mentors and part-time New Teacher Mentors whose New Teacher Mentor role is their majority role, biennial formal evaluations will be conducted following the same protocol described in Article 12. • For part-time New Teacher Mentors whose New Teacher Mentor role is the minority role, a yearly abbreviated, informal evaluation form, not subject to placement in the employee's permanent personnel file, will be developed in consultation with CHSTA leadership. • Unit members transitioning from a classroom teaching assignment to a full-time New Teacher Mentor assignment will be on the evaluation cycle in their first year as a New Teacher Mentor, regardless of whether they were evaluated as a classroom teacher in the previous school year. • Part-time New Teacher Mentors who have a concurrent teaching assignment shall receive formal evaluation in their majority role. If their New Teacher Mentor position is their minority role, they will be formally evaluated on their teaching assignment and informally evaluated in their New Teacher Mentor role.
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4. Compensation	Due to the schedule of regular trainings and meetings with new teachers, New Teacher Mentors shall be provided a stipend equivalent to the Department Chair stipend, paid on the same
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	schedule. Part-time New Teacher Mentors with a 0.4 assignment or greater shall receive the stipend on a prorated basis.
5. Term Length	Full-time New Teacher Mentors can remain in the role for up to 5 years after which they must return to a classroom teaching assignment. However, they can re-apply to be a part-time New Teacher Mentor concurrent with their teaching assignment. After three consecutive years teaching, they can re-apply for a full-time New Teacher Mentor position. Exceptions may be made to the five year term limit or three year classroom teaching requirement in the event that there are not enough qualified, interested internal applicants to satisfy the District's needs for New Teacher Mentors.

6. Return Language	At the conclusion of their term, or earlier, full-time New Teacher Mentors who have permanent status and who submit their intent to return to a classroom teaching assignment prior to the District's deadline for posting openings internally shall be provided right of first refusal for openings at their home site in the subject(s) in which they hold valid credentials. If no opening is available at their home site, they shall have right of first refusal to choose among available positions in their subject area within the District.
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B. Content Specialists/Instructional Coaches

1. Application Process	The process for hiring Content Specialists/Instructional Coaches shall be the same as delineated in Article 17.A - Transfers; however, the hiring timeline may be subject to change. The posted job description shall be mutually developed by the District and CHSTA.
2. Hours/Work Year	Both parties understand that the nature of the Content Specialist/Instructional Coach position may require a more flexible calendar than that of a traditional classroom teacher. Therefore, for any days worked beyond the number of days posted in the job description, Content Specialist/Instructional Coaches will be given a choice between additional compensation, flexible calendar, and/or some combination thereof, by mutual advance agreement with both the Content Specialist/Instructional Coach and the District.

3. Evaluation	• Content Specialists/Instructional Coaches will be evaluated using the District's "specialist" evaluation form. • Biennial formal evaluations will be conducted following the same protocol described in Article 12, using the alternate criteria. • A yearly abbreviated, informal evaluation form, not subject to placement in the employee's permanent personnel file, will be developed in consultation with CHSTA leadership. • Part-time Content Specialists/Instructional Coaches who have a concurrent teaching assignment shall receive their formal evaluation in their majority role. If their Content Specialists/Instructional Coaches position is their minority
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	role, they will be formally evaluated on their teaching assignment and informally evaluated in their Content Specialists/Instructional Coaches role. Unit members transitioning from a classroom teaching assignment to a full-time Content Specialists/Instructional Coaches assignment will be on the evaluation cycle in their first year as a Content Specialists/Instructional Coach, regardless of whether they were evaluated as a classroom teacher in the previous school year.
4. Compensation	Due to the schedule of regular trainings and additional responsibilities, Content Specialists/Instructional Coaches shall be provided a stipend equivalent to the Department Chair stipend, paid on the same schedule. Part-time Content Specialists/Instructional Coaches with a 0.4 assignment or greater shall receive the stipend on a prorated basis.
5. Term Length	Full Time Content Specialist/Instructional Coaches can remain in the role for up to 5 years, after which they must return to a classroom teaching assignment. However, they can re-apply to be a part-time Content Specialist/Instructional Coach concurrent with their teaching assignment. After three consecutive years teaching, they can re-apply for a full-time Content Specialist/Instructional Coach position. Exceptions may be made to the five year term limit or three year classroom teaching requirement in the event that there are not enough qualified, interested internal applicants to satisfy the district's needs for Content Specialist/Instructional Coaches.

6. Return Language	At the conclusion of their term, or earlier, full-time Content Specialist/Instructional Coaches who have permanent status and who submit their intent to return to a classroom teaching assignment prior to the District's deadline for posting openings internally shall be provided right of first refusal for openings at their home site in the subject(s) in which they hold valid credentials. If no opening is available at their home site, they shall have right of first refusal to choose among available positions in their subject area within the District.
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C. Program Coordinators

1. Application Process	The process for hiring Program Coordinators shall be the same as delineated in Article 17.A - Transfers; however, the hiring timeline may be subject to change. The posted job description shall be mutually developed by the District and CHSTA.
2. Hours/Work Year	Both parties understand that the nature of the Program Coordinator position may require a more flexible calendar than that of a traditional classroom teacher. Therefore, for any days worked beyond the number of days posted in the job description, Program Coordinators will be given a choice between additional compensation, flexible calendar, and/or some combination thereof, by mutual advance agreement with both the Program Coordinator and the District.
3. Evaluation	• Program Coordinators will be evaluated using the District's "specialist" evaluation form. • A yearly abbreviated, informal evaluation form, not subject to placement in the employee's permanent personnel file, will be developed in consultation with CHSTA leadership. • Biennial formal evaluations will be conducted following the same protocol described in Article 12, using the alternate criteria. • Part-time Program Coordinators who have a concurrent teaching assignment shall receive their formal evaluation in their majority role. If their Program Coordinator position is their minority role, they will be formally evaluated on their teaching assignment and informally evaluated in their Program Coordinator role. • Unit members transitioning from a classroom teaching assignment to a full-time Program Coordinator assignment will be on the evaluation cycle in their first year as a Program Coordinator, regardless of whether they were evaluated as a classroom teacher in the previous school year.
4. Compensation	Due to the schedule of regular trainings and additional responsibilities, Program Coordinators shall be provided a stipend equivalent to the Department Chair stipend, paid on the same schedule. Part-time Program Coordinators with a 0.4 assignment or greater shall receive the stipend on a prorated basis.
5. Term Length	The term can be renewed for an unlimited number of school years with annual mutual agreement of the Program Coordinator and the Supervisor.

6. Return Language	If a unit member with permanent status chooses to leave the Program Coordinator position or is removed from the position, full-time Program Coordinators shall be provided right of first refusal for openings at their home site in the subject(s) in which they hold valid credentials. If no opening is available at their home site, they shall have right of first refusal to choose among available positions in their subject area within the district.
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ARTICLE 14: HOURS AND WORK YEAR

A. Teaching Duties and Professional Responsibilities

1. Teaching Schedules and Assignments:

- a. **Instructional Day:** The teaching schedule refers to a teacher's instructional day. A teacher's normal teaching schedule – not including preparation periods – is not to exceed an average of 280 minutes per day/1,400 minutes per 5-day week, unless the average minutes limit the District's ability to remain compliant with the requirements of the Education Code and other statutory, regulations and legal authority.
- b. **Workday:** The teaching schedule described in section 1.a. above is not the same as the professional workday. It is agreed that the professional workday of a full-time, regular employee includes both the teaching schedule/instructional day described above and the contractual professional responsibilities, outlined below, that may be completed on-site and off-site. The parties recognize the varying nature of professional duties and school schedules does not lend itself to a workday of uniform length, and that bargaining unit members have flexibility to schedule many of their professional responsibilities.
- c. **Professional Responsibilities:**
 - i. Except as otherwise provide in this Section, unit members are responsible for completing, whether on campus or off campus, as applicable, the employee's classroom duties (or, in the case of non-classroom teachers, scheduled duties) as well as related professional duties.
 - ii. Such professional duties include
 - Planning and delivering instruction that leads students toward mastery of grade-level appropriate standards,
 - Preparing lesson plans,
 - Preparing and selecting instructional materials,
 - Reviewing and evaluating the work of students,
 - Communicating and conferring with students, parents, staff and administrators (communication includes but is not limited to responding to emails),
 - Maintaining appropriate records,
 - Attending IEP and 504 meetings. Every effort will be made to hold meetings during the instructional day by:
 - Scheduling meetings in advance (the Special Education

teacher/case manager makes their best faith effort to have IEP meetings for that school year scheduled by the end of the first two weeks of the school year),

- Utilizing substitutes, and
- Scheduling the meeting to occur during prep period,
- If an IEP or 504 meeting cannot be held during the instructional day, bargaining unit members shall make reasonable efforts to attend and will be compensated at the professional development rate after attending twelve (12) meetings outside the instructional day.

- Completing necessary paperwork relating to IEP and 504 plans,
- Complying with applicable duties as it relates to supervising pupils within the classroom,
- Attending Back-to-School Night,
- Attending faculty and District committee assignments, and fulfilling the activity obligation as set forth in Section 14.B (activities),
- Faculty attendance may be required at either the Open House or the 8th Grade Parent Night, but not both, at the discretion of the site principal, and
- Graduation attendance is incorporated into activities/chaperone points assignment process at comprehensive high schools, and at the continuation high school teachers will attend graduation. A teacher who is unable to attend shall provide prior written notice to the continuation site administration..

d. Teaching Assignment Process: The District and CHSTA have a shared interest in defining the process to assign teachers' instructional classes and schedules. Site administrators have the right to assign bargaining unit employees as necessary to develop master schedules that are based on student needs and interests as expressed in student course requests.

- Bargaining unit employees will have the opportunity to submit requests to department chairs for courses and preferred schedule(s) in the spring semester.
- Department chairs will make recommendations to site administrators based on input from department members.
- Site administrators will develop schedules to address student scheduling needs and make every effort to meet the requests and recommendations of bargaining unit employees and department chairs in doing so.
- Site administrators will take into account the following factors when developing the schedule, similar to section 2.d. of this article.
 - a. Teacher input and requests,
 - b. Credentials and teacher course/subject matter expertise,
 - c. Student needs (course requests, graduation requirements, etc.),
 - d. Class offerings,
 - e. Individualized education programs
- For the duration of this agreement as defined in Article 26, in the case where there are not enough volunteers to teach a 7th period assignment by May 1,

the selection will be made utilizing the following parameters:

- A lottery will be held according to the process below.
 - All teachers qualified for the assignment as per factors a-e (above), shall be entered into a lottery. New teachers who sign their offer letter by May 14 and are qualified will be included. The exemptions below apply; any exempted teacher may request to be included following consultation with a CHSTA representative.
 - Teachers who will be a first year teacher in the process of clearing their credential during the school year beginning that fall;
 - Teachers who are teaching a 7th period during the current school year.
 - A CHSTA representative must be present while the lottery is conducted.
 - If a qualified teacher hired after the lottery volunteers for a 7th period assignment which was previously assigned via lottery, the lottery assigned teacher may consent, following consultation with a CHSTA representative, to be removed from the 7th period assignment which will then be assigned to the volunteering new hire.
 - If a teacher is assigned a 7th period that creates an undue hardship, the site administrator and a CHSTA representative will meet to review the needs and explore options for alternative assignments and reconsideration.
- i. Early day teaching period is defined as any class that starts before 8:30 a.m. on a regular basis. Late day teaching period is defined as any class that starts after 2:00 p.m. on a regular basis.
 - ii. Site administration will, whenever possible, avoid assigning a non-consecutive class schedule, inclusive of prep period. In the event a teacher is assigned a non-consecutive class schedule, within a 7-period schedule, site administration will make the best effort not to require the teacher to do so more than one year in a row unless they agree otherwise. If a teacher is assigned a non-consecutive class schedule for a second consecutive year, the teacher must be notified of the tentative assignment by the third Friday of May. The teacher can request a meeting with a site administrator and a CHSTA representative to review the rationale for why a non-consecutive schedule is necessary. Non-consecutive sections are defined as those that result in an unassigned period in the normal instructional day - for example, A-Day: class, class, prep; B-Day: class, unassigned (“off period”), class, class. Any other non-teaching or non-prep period is a non-work portion of the instructional day and no extra duties may be assigned during that time, including being required under the Collective Bargaining Agreement to substitute for another teacher’s class.
 - iii. For part-time teachers, their schedule will consist of consecutive sections unless otherwise agreed to by the site administration and the unit member. To the extent possible, site administration will avoid assigning a part-time teacher who works on

A days or B days to courses that are offered as a single class period (not a block period) 4-5 days a week unless otherwise agreed to in writing by the unit members. If a part-time teacher is assigned a schedule that creates an undue hardship, the site administrator and a CHSTA representative will meet to review the needs and explore options for alternative assignments and reconsideration.

- iv. For sites that have schedules in which all classes meet on one day per week, classes may be non-consecutive on those days.
- v. The District will provide a report to CHSTA leadership with the names of those teachers who have been scheduled to teach non-consecutive sections upon request within 5 working days.
- e. Allocation of Additional 0.2 FTE: In the event a unit member volunteers for and is assigned an extra period of teaching, the District will compensate the unit member on a pro rata basis. Unit members will not be assigned to teach an extra period until possible alternatives are reviewed, including, but not limited to, hiring additional staff for the school site, interns, part-time teachers, traveling teachers, retired teachers, etc. Prior to assigning an additional .2 FTE to a full time teacher, all department members will be notified, and given 2 work days to respond. If more than one member is interested in the additional .2 FTE, the administrator will review the teacher qualifications, including the course matter expertise and experience teaching the course and may interview candidates as part of the process. If the administrator determines that all volunteers are still equally qualified, the determination will be made via lottery. Any unit member who is in the first year of the profession, including pre-intern and intern status, shall not be given a 1.2 assignment, with the exception of those teachers who teach in programs, including therapeutic, moderate to severe, and post-secondary programs, in which the position is a 1.2 FTE position. It is not recommended that a teacher fulfilling induction requirements be assigned to teach 1.2 FTE. In the event a teacher fulfilling induction requirements is offered a 1.2 FTE assignment, the CHSTA president and vice president will be notified (in most cases, this will result in being copied on the offer email of the additional 0.2 FTE to the unit member).
- f. Bell Schedule Changes

A single bell schedule shift of 10 minutes or less that does not alter the start or end time of a school day, does not change the average number of minutes as defined in Article 14.A.1.a, nor fundamentally changes the way a school site allocates its instructional minutes does not require a faculty vote, provided the school site administration consults with the teaching staff on site.

If any member(s) of a school site's teaching staff, administration, or the District determines through the collection of student data that it is creating barriers for students and/or that a change from the currently utilized bell schedule is warranted for a compelling reason, the following process shall be followed:

Prior to Voting:

Before any bell schedule vote is taken, a committee of at least 3 administrators including site administration, appointed by the District, and at least 3 local site teachers, appointed by CHSTA, shall be formed to evaluate options and develop the proposal for a new schedule. The committee shall meet at least twice within a four-week period. The committee will solicit input from the school community and inform the broader community students, families, and staff and inform them of decisions that have been made. By the start of the 2025-2026 school year, any proposed bell schedule must align to the following district-wide parameters:

- All sites start their first class of the day counting towards instructional minutes at 8:30 am
- All sites finish their latest class of the day by 4:00 pm

Schedule of Voting and Implementation

Sites may vote on proposed bell schedule changes no more than twice per semester (and a maximum of three times per school year). Any vote occurring during the second semester should occur prior to the end of the 12th week of the semester to allow adequate time to prepare the site and impacted communities for the approved changes. Any approved bell schedule change will be implemented during the Fall semester of the next school year.

Election Process

The vote will be conducted by secret ballot administered by CHSTA site Representatives (or specific designees of the CHSTA Rep Council). Site administration may designate a representative to participate in the counting of the ballots. At the time of the election, all current teaching staff at that site shall have the opportunity to vote on the proposed change. An affirmative vote of at least 62% of those voting will approve the new schedule. Abstentions will not be counted. If the 62% threshold is not met, the site's bell schedule will remain as is.

- g. The WASC Coordinator of a school shall be granted a release period or a stipend equal to the amount paid to a Department Chairperson pro-rated per semester. Effective with the 2018-19 school year, the WASC Coordinator will have the option of taking the release period by selecting one of the following options:
1. the complete school year preceding the WASC evaluation; or
 2. the spring semester of the year preceding the WASC evaluation and the fall semester of the school year in which the WASC evaluation occurs; or
 3. the complete school year coinciding with the WASC evaluation.

If the WASC Coordinator selects a semester option, the semesters shall coincide with the full accreditation evaluation by WASC, not the midterm revisits. In addition to the

release period, the District will pay the WASC Coordinator the amount of \$1,500.00 upon the District's acceptance of all required elements of the WASC Report.

If the District is not able to provide a release period to the WASC Coordinator due to staffing hardships, the WASC Coordinator shall be compensated for serving as the WASC Coordinator the same amount as paid to a Department Chairperson pro-rated per semester. The WASC Coordinator also shall receive the amount of \$1,500.00 upon the District's acceptance of all required elements of the WASC Report.

Teachers who serve as WASC Focus Group Chair, in preparation for the mid-cycle progress report and full self-study, will receive a \$1,000 stipend pro-rated per semester as follows:

- The site principal will confirm that the Focus Group chair has satisfactorily completed assigned tasks prior to the stipend being paid.
 - If the report is due in the spring semester, the stipend will be paid at the end of the fall and spring semesters of that same school year.
 - If the report is due in the fall semester, the stipend will be paid at the end of the spring semester of the previous school year and the end of the fall semester of the school year in which the report is due.
 - If co-chairs are appointed, the co-chairs will split the stipend.
- h. Final Exam Schedule: If 62% of the staff at a site vote to have a 3-day final exam schedule, that site shall have 3 days for finals. Otherwise, the final exam schedule shall be 2 days.
- i. If the District's auditors make recommendations regarding instructional minutes or highlight a focus in the area of compliance needs, a joint task force involving representatives from the impacted sites including designated CHSTA representatives will convene within two (2) weeks to evaluate potential remedies.
- j. Collaboration: In accordance with the District's strategic and local educational plan initiatives, teachers and administrators will determine the topics for District and Site collaboration, based on the needs of staff and students at each site. As a District committed to Professional Learning Communities, all sites will engage in collegial, collaborative planning sessions.

Part-time teachers who are assigned to teach only on an A or B day schedule shall be responsible for attending collaboration on days they are scheduled to teach. Part-time teachers that are 0.8 FTE and teach every day will attend 80% of the allotted collaboration time. A calendar for the proportional attendance will be discussed and tentatively agreed upon with the Department Chair and Site Administration at the beginning of the school year. Teachers, site, Departments, and/or content specific teams with District support will collaborate in accordance with the following:

- i. Process
- a. In March of the preceding school year, the Assistant Superintendent of

Educational Services may designate to the site Principals which topics are to be discussed in relation to District goals.

Prior to coordinating with site administration, the Department Chairperson will solicit input in writing for the collaboration goals from the Department's teachers. At or before the final Administration-directed collaboration session of the school year, the Departments will identify their goals for the following school year.

- b. By the end of April of the preceding school year, the site Principal and the Department Chairpersons will develop a tentative schedule - including the allocation of Teacher and Administration-directed collaboration time - for the following year's collaboration sessions. Once the calendar is approved by site administration with the Department Chairpersons, the calendar will be distributed to the individual teachers for planning purposes before Finals week.
- ii. Collaboration Time
- a. Teacher-directed Collaboration: At least 50% of the available collaboration time at any site will be teacher-directed. Teacher-directed collaboration will be held on District sites. Exceptions to holding teacher-directed collaboration on District sites must be approved in advance by the District Administration. Each teacher, working in conjunction with the other teacher(s) with whom the teacher is collaborating, will be able to determine the goals and content of teacher-directed collaboration time. These goals and content must align with the topics and goals described in section i.a. above, the school's WASC Action Plan, and/or other site goals or priorities. Teacher-directed collaboration time, includes but is not limited to, working with colleagues to develop curriculum, and to share best practices with both inter- and intra-departmental colleagues. Within five days of a teacher-focused collaboration session, teachers will submit to the Principal or his/her designee agendas, meeting notes, and/or other work product from the session.
 - b. Administration-directed Collaboration: Up to 50% of the available collaboration time at any site will be reserved for working on Site- and/or District-wide initiatives that are intended to promote the development of successful program, subject, and content specific strategies to improve student learning and instruction. Administration-directed collaboration is intended to address the goals of the District's initiatives, Site plans, and overall teachers' needs to address those goals. The intent is that there be alignment in these areas. The planning for this time will be done by the District's Department Chairpersons working in coordination with the Site Principal, and the Educational Services Department. Prior to coordinating with site administration, the Department Chairperson will solicit input from the Department's teachers regarding collaboration time.

- c. In WASC years, the majority of collaboration time may be devoted to WASC related work, at the discretion of the site Principal and WASC Coordinator. Any collaboration sessions not devoted to WASC related work will be allocated per the percentages outlined in sections a-b above.
- iii. The parties recognize and agree that collaboration is designed to enhance the teaching and learning experience of both teachers and students and that collaboration can take on many different forms to best meet that objective. In the interests of providing flexibility to provide beneficial collaboration, the parties agree that Article 14.1.j.i-ii do not apply to sites where the teachers and site administration have agreed to a different allocation in the Teacher, District, and Site-Focused collaboration session time than specified in Article 14.1.j.ii, including the potential for blending of multiple types of collaboration sessions during one session. A site that agrees to a different allocation of collaboration time, must have that agreement approved by secret ballot in which 67% of CHSTA voting members approve the allocation. CHSTA site representatives will administer the vote. Site administration may designate a representative to participate in the counting of the ballots. The vote, counting of the ballots, and announcement of the results of the vote shall be completed by the third Friday of April of each preceding school year.

If a site has approved an alternative allocation of collaboration session time as allowed by this Section, a vote may consist of: (a) maintaining the existing allocation of collaboration session time from that school year; (b) modifying the existing allocation of collaboration session time, but still utilizing an alternative allocation of collaboration session time as permitted by this Section; or (c) reverting back to the allocation of collaboration session time specified in Article 14.1.j.ii. For sites that have approved an alternative allocation of collaboration time, any vote for the subsequent school year's allocation shall contain only two options for teachers to vote on, i.e. option (a) and (b) or option (a) and (c). If the vote involves option (a) and (b), the parties understand and agree that if option (b) is not approved, a second vote may be called involving option (a) and (c).

2. Preparation Periods:

- a. Teachers shall not be required by the Principal to substitute during their preparation periods without the compensation herein provided. If a teacher substitutes during his/her preparation period at the Principal's request, the teacher shall be compensated at 2/5th of the District-established substitute per diem rate for a full block or 1/5th of the District-established substitute per diem rate for a half a block. If the Principal knows of the need to cover the class at least 2 work days in advance, the Principal will first seek volunteers before requiring someone to cover the class. If the Principal must require a teacher to substitute during the prep period, the Principal/designee will distribute this substituting work on an equitable basis.
- b. In the event the District is unable to secure a substitute when a unit member has followed the procedure for requesting substitute coverage, the Principal may require a unit member to substitute during his/her preparation period. On each occasion where

the unit member is required to substitute during his/her preparation period, the unit member will be compensated at 2/5th of the District substitute per diem rate. Site administration will make a reasonable effort to distribute preparation period substitute duties equitably among unit members. No member shall be required to substitute during his/her preparation period more than twice per semester.

- c. Unit members shall not be required to attend staff-wide administrative meetings during their preparation periods more often than three (3) times during a school year. This restriction does not apply to mutually scheduled meetings between an individual unit member and an administrator (e.g. grievance meetings, disciplinary meetings, or meetings to assist the unit member with instructional strategies). This restriction also does not apply to WASC accreditation meetings or staff-wide emergency training related to issues of school safety and security that arise unexpectedly during the school year.
- d. The District and CHSTA have a shared interest in supporting students and teachers by providing a number of teaching preparations ("prep" or "preps") that attempts to balance students' ability to enroll in classes they are interested in and/or need to take, the District's interest in being able to provide course offerings to its students, and the teacher's interest in having a reasonable course load.

Effective with the 2018-2019 school year, the District agrees to make reasonable efforts to equitably limit the number of teaching preps a teacher is assigned to within the teacher's individual program or subject area. For purposes of this Section, a prep is a subject content area course taught by a unit member.

The District's efforts will be to limit the preps assigned to a teacher to three (3) preps.

- i. Advanced Placement and ELL classes will be considered as additional preps
- ii. The calculation of three preps will exclude Visual Arts, Performing Arts, World Language, CTE, and Special Education.

As part of the process of reasonably attempting to equitably limit the number of preps, the District will take into account factors such as:

- 1. teacher input and requests
- 2. credentials
- 3. student needs (course requests, graduation requirements, etc.)
- 4. class offerings
- 5. individualized educational programs

In the event that it is necessary to assign more than three preps to a teacher, an administrator will provide a rationale.

3. Every bargaining unit employee, on all school days, is required to be on the campus of his/her assignment and available to students 15 minutes before his/her first class or assignment, except for zero period. The parties agree and understand that a tutorial period is not considered to be a class.
4. Teachers shall consistently sign out if they leave campus during the instructional day, to include providing contact information in case it is necessary to contact that teacher while off campus.

B. Activities

The Association and the District agree that it is the intent of the parties to retain the current level of activities, and the school administration shall attempt, insofar as possible, to evenly distribute activity assignments consistent with the provisions of this Section.

1. Each school year, teachers shall be assigned activities based on a point scale. The number of total activity points at a site and activity points assigned to each teacher at the site shall be determined on an annual basis by dividing the number of total activity points required at the site by the number of FTE at the site and rounding up to the next whole number regardless of the remainder. For appendix B activities, points will be determined by the current year designation for those positions taken by CHSTA members, which would count in the total point allocation, versus off campus people, where those activities would not count in the point total.
 - a. ED/TM teachers (Emotionally Disturbed/Therapeutic Model), SH teachers (Severely Handicapped) and Satellite Program teachers or teachers on split assignments within the same day; shall still be responsible for completing 2 points of activity points. Those 2 points multiplied by the number of ED/TM, SH, Satellite Program teachers, and teachers on split assignments within the same day shall be removed from the total number of activity points prior to dividing by the number of FTE.
2. Activities Directors and Athletic Directors at each comprehensive site and the Principal's designee(s) at the continuation high school, will assign each activity an overall point value using the rubric below. The rubric includes four criteria/factors: time commitment, level of responsibility, time of day, and flexibility/choice. Continuation high school teachers will not be responsible for more than 3 activity points.
3. Through the term of this Agreement as set forth in Article 26, unless amended by an MOU executed under this section there shall be no more than 7 points assigned per full-time teacher at the comprehensive sites. By the end of the 2026-27 second semester six-week grading period, representatives from CHSTA and CUHSD will meet to review and evaluate the Activities process, including but not limited to point structures and any future cap limit. At that time, the parties may mutually agree to propose amendments to Article 14.B through an MOU.

Activities Reformation Committee

The parties agree to form a committee who will meet to evaluate comparable Activity assignment structures from other Santa Clara County high school and unified districts. The committee shall include at least two Activities and Athletic Directors, three administrators, and a CHSTA-designated teacher from each site. Based on the review, the committee will decide if there is a system that meets both parties' needs better than the current system for CUHSD Activity Points and, if so, they will develop a recommendation to replace the current system. If the proposal is accepted by both parties, CUHSD and CHSTA will meet to execute an MOU for the term of this Agreement as set forth in Article 26.

Activity points	Approximate annual time commitment (in hours)	Level of responsibility	Time of day/weekend	Flexibility
5*	41+	Extremely high - coordinates activity potentially including travel; usually added compensation positions	All times including weekends	Potentially extended hours that can't be predicted
4	31-40	High - constant attention and may require multiple offsite events per year	May include weeknights and non-school days	Hours predetermined, with limited or no input from member
3	21-30	Medium - recurring activity; may include supervision of student organizations that handle funds or fundraise outside of school hours and may have to supervise an offsite event at least once per year.	Regular meetings may occur directly after school	Some choice
2	11-20	Low - recurring activity; may include supervision of student organizations that handle funds or fundraise, or hold occasional, scheduled events which occur	Regular meetings occur during school hours	Free choice of when it occurs

		outside the school day.		
1	1-10	Student organizations that meet during school hours, but not more than ten hours (20 meetings) per year or one-time supervisory (chaperone) events.	Varies by type	Members have free choice for when organization meetings occur and choose which chaperone duties to sign up for

* All Appendix B added compensation activities are 5 points. Added Compensation Activities are listed in Appendix B. Added Compensation Activities are activities which meet regularly outside of the school day, may require attendance at several off-campus events, and require the direction of a coach, advisor, and/or assistants to function. The schedule of these activities may be influenced by a league competition calendar or school year deadlines.

4. New teacher mentors can consult with the Activities Director to determine appropriate activity assignments for new teachers based on the new teachers' prior experience and new teacher workload.
5. Teachers on Special Assignments' teaching FTE determines their personal allocation of activity points.
6. Teachers may volunteer for any additional activities or supervision they choose. Activities Directors may remove those additional activity points from the calculation at their discretion and may consult with the CHSTA site representative(s) prior to making a determination..
7. Teachers who choose to split the responsibilities of an activity may choose how to split the points amongst themselves, but the organization's total allocated points will remain the same (double points will not be given because two teachers split the responsibilities).
8. Recognizing that the nature of activity assignments may vary from school to school, the Association and the District agree that the Activities Director, Athletic Director, and a committee of two teachers appointed by the Association at each school shall make the determination: 1) of the number of points for each existing activity each year; 2) whether a new activity may be added to the master list of activity assignments and, if so, its point value. Such determinations shall be subject to the approval of the Principal. Said determination, including the final review by the Principal, is to be made annually by June 1. Any additional activities added after this date will be up to teacher volunteers and will not count towards teacher points for that year.
 - a. In the event that the school does not have an Activities Director and/or Athletic Director the determinations will be made by a committee of two CHSTA Site Representatives with an administrator designated by the Principal.
9. Tentative activity assignments for the following year, not including chaperone duties, shall be allocated by the last teacher work day. Allocation of chaperone activities will occur at the start of the fall semester and must be completed by the end of the third full week of school. Once signed up, a teacher who cannot attend their chaperone duty must collaborate with the Activities Director for activities and the Athletic Director for athletics as soon as practicably possible to ensure coverage of the duty and completion

of the required points total for the teacher.

- a. Activity and chaperone assignments that remain unassigned after the allocation process is completed will be assigned by the Activities Director for activities and the Athletic Director for athletics as follows:
 - i. Assignments will be made to teachers who did not sign up for their full points requirement, beginning with those who signed up for the fewest points
 - b. In the event that the school does not have an Activities Director and/or Athletic Director, their duties above will be filled by an administrator designated by the Principal.
10. Activities must be assigned at the home site to satisfy contact requirements. Teachers may, with approval of all impacted site Principals, take on additional activities at alternative sites.
11. Part-time teachers (not split site teachers): 0.6 FTEs and 0.8 FTEs shall have assigned to them the proportional number of activity points. Anyone with less than 0.6 FTE will not have any chaperone assignments or activity points assigned to them.

- C. The school calendars for the school years covered by this Agreement are incorporated by reference and attached in Appendix E. Any calendar that deviates from the CUHSD calendar (e.g., WVCC, SJCC), shall not exceed the number of days in the CUHSD calendar, and a bargaining unit member shall receive written notification of that academic calendar.

D. Work Year and Professional Development

The work year for unit members is 183 days; effective 2022-23, the salary schedule will be adjusted with an additional per diem on each cell. There will be 180 student days and 2 teacher work days: one day before school starts which is primarily focused on teacher planning and preparation for the school year with the time reserved for staff meetings that will not exceed 2 hours and one day at the end of the year to close the year. In addition, there will be one non-student day dedicated to professional learning and development. For the 2022-2023 school year, the date of the non-student professional development day will be February 1, 2023. In future years the date will be in the second semester on a day to be determined by the calendar committee.

Bargaining unit members may voluntarily request to work additional days outside of the scheduled 183 days for the purpose of collaboration for the development of curriculum and instruction. The proposal (including objectives and deliverables and number of workdays) for the collaboration and curriculum development must be pre-approved by Site administration, and will be paid at the member's per diem.

Professional Development

The District and CHSTA have a shared interest in cultivating a culture of professional growth by providing useful and relevant professional development (PD) to teachers. Therefore, both parties are committed to working collaboratively to create meaningful PD opportunities for all teachers. Teachers will have the opportunity to offer input/feedback on PD for the purpose of informing future PD offerings. The District will seek to provide ongoing support to teachers in the process of implementing PD methods/strategies.

1. The District may offer voluntary staff development days for classroom teachers outside of

regular work hours. Classroom teachers who attend a full staff development session shall be compensated. In the event that the District schedules voluntary professional development days during a respective school year and decides to not hold the professional development day(s), it will provide 90 days advance written notice to CHSTA's President and CHSTA members of the decision to cancel the scheduled staff development day(s).

2. If a staff development session is funded from specifically earmarked revenue, the rate of compensation shall be that which is designated by the revenue sources.
3. For Professional Development offered by the District for which there is no special funding sources, the District shall provide compensation in accordance with Appendix B - Part 2 for unit members attending the session. In addition, for such day(s) the District shall:
 - a. compensate unit members who are present on the day(s) the Professional Development - Develop and present hourly rate for the actual time spent presenting on the day(s). Such unit members shall receive the Professional Development hourly rate for the actual time spent attending, but not presenting, at the day(s).
 - b. compensate the unit member for preparing new substantive content material for the presentation not less than the Professional Development - Develop and present hourly rate for the actual time spent preparing the material. The amount of time spent preparing the material must be approved in writing in advance by the District.
4. The following provisions shall apply with respect to a bargaining unit employee's application to attend a Professional Development event outside of the contractual work year that is related to a new course/program being taught within the District or where it would be the bargaining unit employee's first time being assigned to that course/program:
 - a. No later than April 2nd of each respective school year, bargaining unit employees may apply to site administration to attend a Professional Development event outside of their respective work year. The application must be provided on a District created and approved application form. As long as the April 2nd deadline is met, the District will notify, in writing, the bargaining unit employee whether the request to attend the Professional Development has been approved or denied by May 1st. The District's notice will also include information about the right for a unit member to be reimbursed for certain expenses related to the Professional Development event. The District will consider applications submitted after April 2nd on a case-by-case basis and its decision will be final and not subject to challenge. If the District approves a bargaining unit employee's application submitted after April 2nd, the bargaining unit employee will be covered by the remaining provisions of this Agreement.
 - b. If the District approves attendance at the Professional Development event, it will reimburse the bargaining unit employee for the cost of travel and meal expenses within the limitations already in place and as set forth in the travel reimbursement

claim form. In addition, as long as the District is able to directly pay the provider of the Professional Development event, it will pay the registration fees for the unit member attending the event. If, however, the provider of the Professional Development event is no longer accepting Purchase Orders or the District is not able to submit a Purchase Order in a timely manner, the bargaining unit member shall pay the registration fees and the District will reimburse the bargaining unit member. In order to receive the reimbursement, the bargaining unit employee must submit an expense reimbursement request, including original receipts, to the District within 30 days the bargaining unit member incurring expenses. Upon receipt of a fully completed reimbursement request, including original receipts, the District will reimburse the bargaining unit employee within 15 work days, which for purposes of this Section only, shall be defined as days the District Office is open.

- c. If the bargaining unit employee has previously attended the Professional Development event, then the bargaining unit employee will not be eligible to receive any pay for attendance at the Professional Development event as set forth in Article 14.D.4.d, nor be eligible to have the fees and expenses as set forth in Article 14.D.4.b reimbursed by the District unless there has been a substantive change in the course curriculum or programing, resulting in the District determining, in its discretion, that: (a) the bargaining unit member's attendance at the Professional Development would allow him/her to fully teach the course; or (b) or the Professional Development is a program requirement.
- d. The District agrees to pay bargaining unit employees who attend an approved Professional Development event at the certificated professional development hourly rate specified in Appendix B, Part 2. The number of hours the District will pay is based upon the actual length of the Professional Development, e.g. if the Professional Development event is 2 hours in length an employee would receive pay for 2 hours. Bargaining unit employees will not receive pay for the time spent travelling to and from the Professional Development event. In addition to the other requirements set forth in this Agreement, bargaining unit employees will be required to submit a time card - identifying the hours of attendance at the Professional Development event - to the District.
- e. Bargaining unit employees are required to sign in and sign out at Professional Development events in order to be paid for their time. If available, a copy of a certificate of attendance/successful completion of the Professional Development must be submitted by the bargaining unit employee, e.g. IB, AP, or AVID.
- f. Bargaining unit employees are not eligible to receive pay or reimbursement set forth in Article 14.D.4.b and d until they have provided written documentation of attendance/successful completion of the Professional Development as well as the time card identified in Article 14.D.4.d.
- g. Bargaining unit employees will neither be paid nor reimbursed for Professional Development as set forth in Article 14.D.4.b and d in the following circumstances:

- i. If a bargaining unit employee chooses to use his/her attendance at the Professional Development event towards increasing his/her placement on the salary schedule and the units available for such advancement are embedded in the offering of the Professional Development event, i.e., the bargaining unit employee does not have to pay any additional amount to receive unit credit for attending the Professional Development event; or
- ii. If the bargaining unit member is eligible to receive compensation/stipend for attending the Professional Development event through a source other than the District, e.g. an outside vendor or organization.

Nothing in this Section precludes a bargaining unit employee from using his/her attendance at a Professional Development event towards increasing his/her placement on the salary schedule if the bargaining unit employee must pay an amount in addition to the registration cost to the provider of the Professional Development event to receive credit/units that can be applied towards advancing on the salary schedule.

In any situation where a bargaining unit employee is electing to use unit credit towards advancement on the salary schedule, the bargaining unit must submit the information required by Appendix A of the CBA between the District and CHSTA.

- h. If a bargaining unit employee wishes to cancel his/her attendance at a Professional Development event, the bargaining unit employee must provide, in writing, notice to the District at least 23 days prior to the approved Professional Development event. The parties acknowledge and agree that if a bargaining unit member is approved to attend a Professional Development event, the bargaining unit member will be expected to attend the Professional Development event.
 - i. If a bargaining unit employee cancels or otherwise fails to attend/successfully complete a Professional Development event, CHSTA understands and acknowledges that such occurrences may: (a) impact the District's ability to finalize an assignment or proposed change of assignment for a bargaining unit employee; or (b) require the implementation of further assignment changes to that bargaining unit employee and other bargaining unit employees. CHSTA agrees that notwithstanding anything to the contrary, the District has the exclusive discretion to make any necessary assignments in these scenarios, including Master Schedule changes.
5. If a group of bargaining unit employees or a Department requests to hold Professional Development on a weekend or any other non-contract day in lieu of during the workweek, the District will consider the request on a case-by-case basis contingent, among other factors, upon all bargaining unit employees being able to participate in the proposed Professional Development. If the Professional Development event is determined to be District required, the District will pay the attending bargaining unit employees the certificated hourly rate of \$35.00/hour subject to the conditions set forth in Section D(4)(iv).

ARTICLE 15: SAFETY CONDITIONS

A. Safe Working Conditions

1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety.
2. Both the employer and all employees agree to have the responsibility to preserve a safe place of employment.
3. All unit members shall in the course of performing the duties associated with their employment be alert to unsafe conditions and report any condition which they believe to be unsafe to their immediate supervisor. Unit members shall also report any incidents of workplace violence, as defined in the California Labor Code Section 6401.9(a)(6)(B), to the Workplace Violence Prevention Plan (WVPP) administrator, or other methods as outlined in the WVPP. The District shall notify CHSTA President or designee, within 5 working days of determining a report must be logged by law.
4. The District shall assess any reported unsafe condition or incident of workplace violence in a timely manner. If the condition is determined by the District to be unsafe or to constitute workplace violence, the District shall take responsibility and timely steps to rectify the problem. The District shall communicate to both the complainant and CHSTA the results of the safety assessment and the steps being taken to rectify the problem if the assessment determines an unsafe condition exists or workplace violence has occurred. The District shall not require unit members to work under conditions that CAL-OSHA has determined to be unsafe or expose them to workplace violence.
5. The District and the Association agree that the District Safety Committee shall be the ongoing mechanism to raise and discuss safety issues and review the District's workplace violence prevention plan as required by SB 553. The Association shall appoint two representatives to the Safety Committee. The District and Association agree that the District Safety Committee shall meet no less than once each semester. The Comprehensive School Safety Plan shall include rules and procedures on student behavior and school discipline, including suspension/expulsion policies and procedures.

B. Assault

1. Unit members shall immediately report cases of assault and battery suffered by them in connection with their employment to their principal or other immediate supervisor who shall promptly report the same to the appropriate law enforcement authorities of the City or County in which the incident occurred. Such incidents shall also be recorded in the District's workplace violence incident log. The District shall comply with any reasonable request from the unit member for information relating to the incident or the persons involved which is within the possession of the District and which would not violate any person's privacy rights or be otherwise privileged. The District shall act in appropriate ways as liaison between the unit member, police and courts.

2. With respect to assault and battery on a teacher by a student, nothing contained herein shall preclude the rights of teachers to suspend the student from his or her class or classes for the class period(s) of the suspension and the period(s) on the following day for any conduct that causes, or attempts to cause, or threatens to cause physical injury to the unit member except in self-defense. The teacher shall immediately report the suspension to the Principal or designee and send the pupil to said administrator who, when applicable will identify timely in-school interventions or support. Within two (2) work days of the teacher's report, administration shall inform the member verbally or in writing about what actions were taken. If no action is taken, the administration shall provide their rationale.
3. As soon as possible, the principal or designee shall ask the parent or guardian of the suspended student to attend a conference with the teacher regarding the suspension. A school administrator or counselor shall attend the conference if requested by the teacher, parent or guardian, principal, or counselor.
4. A teacher who is injured as a result of an assault or battery suffered in the course of employment shall have the right to file a claim for workers' compensation and/or disability under STRS.
5. The District will notify bargaining unit members of their rights under Education Code 49001 annually.

C. Disruptive Student Behavior

1. When, in a unit member's judgment, a student's ongoing behavior interferes with instruction, they will inform the student's designated Assistant Principal by filing a referral within two workdays of the behavioral incident. The Assistant Principal shall follow up with the unit member within 3 working days to discuss verbally or over email the problem and determine subsequent steps.
2. When, in a unit member's judgment, a Special Education student's ongoing behavior interferes with instruction, they will inform the case manager to ensure all areas of the IEP are being addressed and inform the site principal in writing within two workdays of the behavioral incident. The principal or designee shall confer with the unit member within 5 working days to discuss the problem verbally or over email and may call an IEP meeting, if appropriate, to determine the steps for resolution based on procedures established by Special Education law.

D. Harassment and Threats

1. Reasonable efforts shall be taken as determined by the District to prevent targeted harassment of and threats against employees related to their employment with the District. Harassment is defined by law and District Board Policy. These efforts shall include but are not limited to:
 - Disseminating and enforcing Board Policy and Administrative Regulation, including those related to the use of electronic communications and/or social media platforms for students, staff and other members of the school community

- when within the District's jurisdiction.
 - Creating guidelines and procedures in collaboration with the Association for reporting targeted threats or harassment.
2. The District has an affirmative obligation to investigate and address allegations of harassment. Thus, the corrective action taken by the District to address situations where allegations of harassment were substantiated must be reasonably likely to prevent future harassment.
 - Regardless of the District's determination related to the allegations, the District will inform the member, in writing, as to the findings.
 - When the District finds that allegations of harassment are sustained corrective actions may include, as appropriate: requesting removal of harmful content from an online platform; documenting the harassment for potential law enforcement referral; and, when the source of harassment is a student or parent/guardian, addressing the conduct through applicable student or visitor expectations according to Education Code and/or applicable District Policy. Whenever possible, the District shall not require the unit member to engage directly with the individual responsible for the harassment. When that is not possible, the District shall develop a plan to limit, to the extent possible, the chance of future harassment.
 3. When the District determines an individual bargaining unit member is being threatened or harassed because of their employment with the District, either the District or Association may request a meeting to review support available to the unit member.
 4. In situations in which the District determines a bargaining unit member's safety may be at risk as a result of performing their duties, the District shall respond in accordance with the Workplace Violence Prevention Plan and/or the Comprehensive School Safety Plan. Any action taken shall be communicated to the member by the District. Such actions may include but are not limited to:
 - Remove the member's classroom location, email, and work phone from portions of the District's website that are publicly accessible.
 - Review the security of the bargaining unit member's school site as it relates to campus access and classroom location.

E. Notification

The District shall notify unit members who have supervisory responsibility for a student who has a record of violent behavior, provided the district is in possession of said information. For the purpose of this section violent behavior shall be defined as, but not limited to, assault and battery, and illegal possession or use of a weapon. Bargaining unit members are required by law to keep this information confidential and face a fine up to \$500 for violation of this confidentiality provision. (Section 827 Welfare Institutions Code).

At the beginning of each school year, the District shall inform unit members of their rights under Labor Code section 6401.9 to have either the District or the Association, file a petition on their behalf for a temporary restraining order against an individual who has subjected them to unlawful violence or a credible threat of violence.

- F. Liability Coverage (field trips): A unit member shall obtain written permission on a form provided by the District to take students on a field trip and to transport such students in his/her personal automobile. Written permission shall mean that the trip is a school sponsored activity and that the teacher is covered by the District's liability insurance.
- G. General Liability: The District shall continue to provide general liability insurance, which includes teachers liability through the term of the current policy, and the District shall make every reasonable effort to renew such coverage.
- H. Examinations for tuberculosis will be required of unit members every four (4) years.
- I. Student Suspension by Teacher: Under Section 48910 of the Education Code, a classroom teacher may suspend any pupil from their class for any of the causes enumerated in section 48900 for the day of the suspension and the following meeting of the same class. The teacher shall immediately report the suspension to the principal or designee and send the pupil to the principal or designee for appropriate action. As soon as possible the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which they were suspended during the period for the suspension without the concurrence of the teacher.

ARTICLE 16: LEAVES

A. Personal Illness and Injury Leave

1. Full-time unit members shall be entitled to ten (10) days of paid leave each school year for personal illness or injury (hereinafter referred to as "sick leave"). Part-time unit members shall earn sick leave on a pro rata basis consistent with their percentage.
2. If a unit member does not use the full amount of leave authorized in Article 16.A.1 above in any school year, the amount not used shall be accumulated from year to year.
3. At the beginning of each school year, every teacher shall receive a sick leave allotment for the school year. A teacher may use his/her credited sick leave at any time during the school year.
4. In the event that the unit member has been absent for more than five consecutive days, the District may require a physician's verification of the unit member's ability to return to work. If the unit member has been absent on sick leave for illness (excluding Personal Necessity Leave) for 20 days in a semester, the District may send the unit member to a physician of the unit member's choosing, and paid for by the District to provide an opinion on fitness for duty.
5. The District may require a physician's verification of illness if there is reasonable suspicion of abuse.
6. The District shall provide each part-time teacher with a written statement of his/her sick leave entitlement for the upcoming school year. Such statement shall be provided on or about September 1st.
7. A unit member must follow the procedures given on the Substitute Information card that is supplied by the District when reporting an absence as soon as the need to be absent is known. In all but emergency situations, notification of absence should occur no later than one hour before the unit member's first class is scheduled to begin. Verification of emergency situations may be required by the District. In case of an anticipated extended absence, the unit member shall notify the District as soon as the need is known.
8. Teachers are required to maintain lesson plans, roll books, and seating charts for all the assigned classes and to have these materials available in their assigned classroom(s) for the use of a substitute when they are absent, unless an emergency precludes this.
9. A unit member whose absence is authorized shall have the following deductions from their sick leave for partial absences.

Partial leave

Day	Assigned Workday (including prep period)
0.33	Up to 2 hours
0.67	More than 2 and up to 4 hours
1	More than 4 hours

- Up to two (2) hours of work time – 0.33 day of leave.

- More than two (2) and up to four (4) hours of work time – 0.67 day of leave.
- More than four (4) hours of work time – 1.0 day of leave.
- For partial day leave of .33 whenever possible, the bargaining unit member is responsible for securing coverage for the class from a colleague.
- When a bargaining unit member enters the absence into the absence management system, the bargaining unit member will indicate the portion of the day they will not be working.
- Off periods shall not count towards leave deductions and shall not be entered into the absence management system.
- If the time missed includes, but is not limited to, the bargaining unit member's preparation period, the partial leave deduction will include the prep period.
- Example leave guidance regarding prep periods:
 - If the only period a bargaining unit member is absent is the bargaining unit member's prep period, there will be no leave deducted and the member should not enter this into the absence management system.
 - When a bargaining unit member leaves campus during one instructional period and then works during their prep whether or not they are on campus for their prep, the absence will be counted as .33.
 - Working during prep does not have to mean working on campus during prep.

10. Extended Sick Leave: Education Code Section 44977

- a. After all earned sick leave days have been used, a unit member who is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. The amount deducted shall not exceed the regular long-term substitute rate even if the substitute employed is a retiree paid 150% of the applicable rate under the terms of Article 19. Regular sick leave, accumulated sick leave and the five (5) month extended sick leave period shall run consecutively. The five months of extended sick leave shall, however, run concurrently with the Federal Family and Medical Leave Act and/or the California Family Rights Act provisions.
- b. An employee shall not be provided with more than one Education Code section 44977 five (5) month extended sick leave period per illness or accident. If a school year ends before the five (5) month period is exhausted, and the employee is still suffering from the same illness or injury, the employee shall be entitled to take the subsequent year's sick leave allotment followed by the balance of the Section 44977 five (5) month extended sick leave, in a subsequent year.
- c. Exhaustion of All Leaves: When a unit member has exhausted all available sick leave, including regular accumulated sick leave and the five (5) month period of extended

sick leave, and the unit member is not medically able to resume the duties of his/her position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of twenty-four (24) months if the unit member is on probationary status, or a period of thirty-nine (39) months if the unit member is a permanent employee of the District. This twenty-four (24) or thirty-nine (39) month period begins at the end of the five (5) months of extended sick leave. When the employee is medically able, during the twenty-four (24) or thirty-nine (39) month period, the certificated employee shall be returned to employment in a position for which he/she is credentialed and qualified.

- Unpaid Medical Leave

The unit member may, upon application to the Board of Trustees, be granted unpaid medical leave for up to one year. The request must be accompanied by a health care provider's recommendation. Such medical leave may be extended thereafter in case of extended illness, and, prior to return to service, the District may require medical verification of the unit member's ability to serve.

- Pregnancy Disability Leave

- Any unit member who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.
- For purposes of this Section, a unit member is disabled when, in the opinion of the unit member's healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the unit member's job, or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy related conditions, such as severe morning sickness or if a unit member needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).
- Reasonable Accommodation for Pregnancy-Related Disabilities
 - a. Any unit member who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. A unit member is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the unit member's health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.
 - b. The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to a unit member affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated

pursuant to applicable law.

- c. As part of this accommodation process, no additional position will be created and the District will not discharge another unit member, transfer another unit member with more seniority, or promote or transfer any unit member who is not qualified to perform the new job.

- Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, a unit member must:

- a. Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- b. Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- c. Provide a signed medical certification from the unit member's health care provider that states that the unit member is disabled due to pregnancy or that it is medically advisable for the unit member to be temporarily transferred or to receive some other requested accommodation.

The District may require a unit member provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

- Duration

- a. The District will provide a unit member with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her healthcare provider. The four months of leave available to a unit member due to her pregnancy related disability is defined as the number of days (and hours) the unit member would normally work within four calendar months or 17.33 workweeks.
- b. Any temporary transfer or other reasonable accommodation provided to a unit member affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the unit member has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

- Reinstatement

- a. If the unit member and the District have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of

absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

- b. Before a unit member will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Human Resources Director with a certification from her healthcare provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time a unit member is not allowed to work due to not having provided the required release will be unpaid.
- c. A unit member will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the unit member's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the unit member will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if a unit member would have been laid off had she not gone on leave, or if the unit member's position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.
- d. Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless a unit member is taking additional leave provided by law or District policy or the District has otherwise approved the unit member to take additional time off.

- Pay While On Leave

Pregnancy disability leaves of absence and accommodations that require a unit member to work a reduced work schedule or to take time off from work intermittently are unpaid. A unit member will be required to use accrued sick leave and extended sick leave benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and a unit member will not receive pay for official holidays that are observed during her leave of absence except during those periods when the unit member is substituting sick leave or extended sick leave for unpaid leave.

- Benefits

- a. The District will maintain a unit member's health insurance benefits during a unit member's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If a unit member takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will

continue the unit member's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: A unit member takes 17.33 workweeks off due to a pregnancy disability. Assuming the unit member is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the unit member's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for the 12 workweek period.

- b. In some instances, the District may recover premiums it paid to maintain health insurance benefits if a unit member fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.
 - To the extent the leave for disabilities caused by pregnancy, miscarriage, childbirth, and recovery therefrom, in the opinion of the unit member's health care provider, needs to extend beyond the period provided above, the dates of such leave shall be determined by the unit member and the unit member's health care provider.
- Unpaid FMLA/CFRA Leave

	The District shall comply with the Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA").
1. Eligibility	Employees who have completed one year (twelve months) of service for the District, and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence under the FMLA and the CFRA. Full-time Unit A and Unit B employees are presumed to have met the 1,250 hour requirement.
2. Reasons For and Length of Leave	Employees may take leave for the following purposes for up to 12 workweeks within a rolling 12-month period, measured backwards from the date the employee first uses the leave: 1. The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child; 2. To care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition; 3. An employee's inability to work because of a serious health condition; and 4. A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces. In addition, employees may take up to 26 workweeks in a single 12-month period to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Service Member."
3. Definitions	1. Family members for purposes of the CFRA shall include registered domestic partners. 2. "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

	3. "Child" means a biological, adopted or foster child, stepchild, a legal ward, or a child of an employee standing in loco parentis to that child who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability. 4. "Covered Service Member" is defined as (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
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4. Notice and Certification	A. Notice: 1. Foreseeable: If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the employee must provide at least 30 days written advance notice to the Human Resources Department. If the need for leave is foreseeable and 30 days' notice is not possible, then the employee needs to provide as much advance written notice to the Human Resources Department as is possible and practical (generally, the day the employee finds out about the need for the leave or the next business day). 2. Not foreseeable: If the need for leave is not foreseeable, then the employee needs to provide written notice to the Human Resources Department following the District's normal absence reporting process, unless there are extenuating circumstances, in which case written notice must be provided as soon as possible and practical. For employees seeking to take "exigency leave," those employees need to provide the District with as much notice of the need for leave as is reasonable and practical under the circumstances; B. Certification: Employees will be required to provide applicable fully completed certification and documentation as requested by the District
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	to support the request to take leave under this Section. Absent unusual circumstances, failure to comply with this notice and certification requirements may result in a delay or denial of the leave.
5. Intermittent Leave	Leave for reasons other than baby bonding may be taken non consecutively/intermittently. Intermittent leave can be taken in blocks of time, or by reducing the employee's normal weekly or daily work schedule. Leave for baby bonding purposes may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that the District will grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

6. Bonding Leave	Unit members may elect to utilize up to 12-weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child. For birthing mothers, the 12-week child bonding leave may commence at the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption or foster care placement of a child. For non-birthing parents, the 12-week child bonding leave shall be completed within the one year following birth, adoption or foster care placement of a child. If both spouses/registered domestic partners work for the District, they will be able to each take 12 workweeks off for bonding leave. Please see Article 16.E regarding an employee's ability to remain in paid status while on bonding leave.
7. Paid Status	If an employee is on leave for his/her own serious health condition, the employee will be required to use all accrued sick leave and extended sick leave during any unpaid portion of the FMLA/CRFA leave to the extent allowed by applicable law. When sick leave and/or extended sick leave is exhausted, the balance of the leave is unpaid. Employees may use up to 10 days of accumulated sick leave to use in conjunction and concurrently with leave under this Section to care for a family member, subject to all certification and related requirements of the FMLA and CFRA.
8. Benefits	The District will continue making contributions for an employee's medical, dental, and vision benefits during the employee's leave on the

	same terms as if the employee had continued to work. This means that if an employee wants his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is responsible for making. Unless an employee is taking leave to care for a Covered Servicemember which provides 26 workweeks of continued benefits, employees will generally be provided with medical, dental, and vision benefits for a 12- work week period.
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9. Reinstatement	Employees will be reinstated in accordance with the law. Prior to being allowed to return to work, an employee wishing to return from a leave for his/her own serious health condition must submit a document from a health care provider that certifies the employee can perform the essential functions of the employee's position. For an employee on intermittent leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.
10. Concurrent Running	Use of leave under the Section for the purposes of the unit member's own illness or disability shall be satisfied by and run concurrently with leaves taken pursuant to Article 16.A, 16.B, 16.C (for the FMLA only), 16.E. This leave may not be used to extend personal illness leave or industrial accident and illness leave.

- Use of Sick Leave/Extended Sick Leave on Maternity/Paternity Leave (Baby Bonding Leave)
 - Effective January 1, 2016, during each school year, if an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties on account of maternity or paternity leave taken pursuant to the CFRA/FMLA as set forth in Article 16.D for a period of up to 12 school weeks, whether or not the absence arises out of or in the course of the employment of the employee, the employee shall receive the difference between his/her salary and that of a substitute, whether or not a substitute has been employed.
 - The 12-week period referenced in Article 16.A.10.a.1 shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave taken pursuant to the CFRA/FMLA as set forth in Article 16.D.
 - An employee shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
 - For purposes of this Section, "maternity or paternity leave" is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- Leave Without Pay for Child Rearing
 - If a unit member exhausts his/her entitlement to FMLA Leave as referenced in Article 16.D, the District may grant leave without pay or other benefits to a unit member for

child rearing (hereinafter referred to as "parental leave").

- The unit member shall request such leave as soon as practical, and, barring an emergency, not less than ninety (90) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- The determination as to the date on which the leave shall begin and the duration of such leave shall be subject to the approval of the Superintendent or designee when considering the scheduling and replacement problems of the District.
- The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30th in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- The unit member is not entitled to the use of any accrued sick leave or other paid leave while the member is on parental leave.
- There shall not be a diminution of employment status for leave taken under this Section except that no person shall be entitled to compensation or increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.
- If a teacher is on parental leave and in the event of the death of the child subsequent to childbirth, the unit member may request to return to work. Whenever possible, the District shall place the teacher in the same or a comparable position.
- In the event of a parental leave that is scheduled to end prior to the conclusion of a school year, the unit member shall notify the District no later than sixty (60) calendar days prior to the termination date of the leave concerning the unit member's intent to return to service in the District at the end of the leave. In the event of a parental leave that is scheduled to end at the conclusion of a school year, the unit member shall notify the District no later than April 1st of the unit member's intent to return to service in the District at the end of the leave.

- Bereavement Leave

- A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his or her immediate family.
- For purposes of this provision, an immediate family member shall be limited to the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother-in-law, sister-in-law, brother or sister of the unit member, or any relative living in the immediate household of the employee, and such others as the Superintendent or his/her designee may approve in writing in individual cases.
- If additional absence is required for such purpose, personal necessity leave may be granted by the District.

- Personal Necessity Leave

- Each unit member may use a maximum of ten (10) days of his or her accumulated sick leave during each school year for purposes of personal necessity. In all cases, the unit member must follow the District's absence procedure.
- For purposes of this provision, personal necessity shall be limited to:
 - a. Death or serious illness of a member of the unit member's immediate family as defined under Bereavement Leave.
 - b. An accident which is unforeseen involving the unit member's person or property, or the person or property of the unit member's immediate family.
 - c. Observance of a recognized religious holiday.
 - d. Five of the ten personal necessity leave days may be used by the unit member without explanation. These five "non-explanation days" may not be used the day before or the day after a school holiday. The unit member shall give prior notice to the Superintendent/designee by calling the sub line at least the day before the absence.
 - e. Other personal necessity leaves may be granted at the discretion of the Superintendent/designee. The criteria for such "other personal necessities" shall include, but not be limited to, those circumstances which the unit member has no control in scheduling. The District may require reasonable verification. These "other personal necessities" shall typically not be granted for purposes of extending vacations, running outside business interests, or matters that can be taken care of outside the unit member's hours of work. Decisions made at the site level regarding personal necessity leaves may be appealed to the Assistant Superintendent, Human

Resources or his/her designee.

- f. Personal necessity shall also include days a unit member participates at his/ or her child's school or daycare in activities sponsored, supervised, or approved by the school or daycare. A unit member may not use more than a total of five (5) personal necessity days per school year for this purpose.
- A unit member must obtain prior approval from the Superintendent/designee for any personal necessity leave request with the exception of those leaves outlined above in Article 16.H.2.
- When the approval of the Principal is sought after the absence, consistent with the requirements for absences under Article 16.H.2, the District-supplied form applying for such approval must be submitted no later than the end of the first day the unit member returns to work following the personal necessity leave of absence being requested, unless circumstances beyond the unit member's control require that it be submitted within a reasonable time thereafter. Failure by a unit member to either apply for approval in advance, consistent with the requirements for absences under Article 16.H.2, or to timely apply after return to work in the case of all absences under Article 16.H.2 will result in a deduction in pay for the time missed.

- Kin Care Leave

Each school year, full-time unit members shall be entitled to use up to six (6) days of leave authorized by Article 16.A.1 or 16.A.2 above for the purpose of caring for an ill child, spouse, registered domestic partner or parent.

- Jury Duty

Unit members shall be granted an authorized absence not to be charged against sick leave, when serving on jury duty in the manner provided by law. A unit member, while serving jury duty, shall receive his/her regular salary less any amount received as jury fees, exclusive of reimbursement for travel or other expense.

- Industrial Accident Leave

- Unit members will be entitled to industrial accident leave according to the provision in the California Education Code for personal injury which has qualified for worker's compensation under the provisions of the State Workers' Compensation Insurance Program.
- Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due the member for the same illness or

injury. Such leave shall not be accumulated from year to year and shall be subject to all governing laws and regulations of the State of California.

- The District has the right to have the unit member examined by a District-designated physician who is a specialist in the particular area to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
 - For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check under the State Workers' Compensation Insurance program which would make the total compensation from both sources exceed 100 percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.
 - If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.
 - Upon expiration of this leave, the unit member shall be assigned to the position held previous to the accident/illness, or if the position no longer exists, or if the program would be seriously disrupted, the unit member shall be assigned to a comparable position.
- Leave for Educational Improvement
 - Unit members may be granted a leave of absence by the Board for the purpose of educational improvement, subject to the following conditions:
 - a. Before requesting leave from the Board, the applicant shall submit a proposed program for his/her educational improvement to the Superintendent for approval. This proposed program may include college or university study. It may also include appropriate work experience in the applicant's teaching field or proposed teaching field.
 - b. Such leaves are granted for one year and may be subject to renewal as per the original conditions stated in (1) above.
 - c. Such leaves are granted without pay.
 - Applications must be submitted to the District's Human Resources Department and the applicant will be notified of the decision of the Board within five (5) working days after that decision has been made.
 - Notification should be made to the District no later than May 1 concerning the decision of the member to return to the District the subsequent school year.

- Upon return, the unit member shall submit a report to the Superintendent summarizing the outcome of his/her program.

- Sabbatical Leave

The Board may upon the recommendation of the Superintendent grant a sabbatical leave according to the following:

- Sabbatical leaves are granted for the purpose of permitting unit members to complete further study at a college or university for the benefit of the educational program and the pupils of the District.
- Before requesting leave from the Board, the unit member shall submit a planned program of study for the review of the principal of the school in which the member is serving. The principal shall submit such application, together with his/her recommendations, to the Superintendent or designee.
- The application must include a clear definition of the purpose(s) and statement of specific objectives to be obtained from the leave.
- The unit member must clearly indicate in the written proposal how the achievements from the leave would or could be made available for enrichment of the program taught by the unit member, or one contemplated by the District.
- The unit member on sabbatical leave shall complete a minimum of 18 semester units of work during the sabbatical year, not less than 8 semester units of which shall be completed during each semester while on leave. Correspondence courses may not be included in this total.
- A unit member is eligible to apply for sabbatical leave who has served the District for seven consecutive years and is not, at the time of application or when sabbatical leave would be scheduled to commence, on a Performance Improvement Plan. No more than 1% of the unit members will be granted a sabbatical leave in any one year. The Board has discretion not to grant any sabbaticals for a year in which there is no COLA from the state or for a school year immediately following a no-COLA year.
- Unit members whose request for sabbatical leave has been granted by the Board receive one-half of their yearly salary for the year that they are on leave, plus the current health and dental insurance coverage. Sabbatical leaves are granted for a full school year only.
- The unit member who has taken sabbatical leave will file with the Superintendent a detailed report within twenty (20) school days after the return, giving evidence that the agreed-upon program has been completed.
- A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

College credits earned during sabbatical leave may be utilized to meet the requirements for professional growth on the salary schedule, and/or for change of classification.

- It will be the responsibility of the unit member requesting leave to post a bond with a bonding company to insure compliance with these rules and regulations. No salary payments will be made by the District to the member on leave unless such a bond is posted.
- Applications must be submitted to the District's Human Resources Department no later than January 15th of the year preceding the school year for which the leave is requested, and the applicant will be notified of the decision of the Board within five (5) working days after that decision has been made, with notification being completed by March 15th.

- Association Leaves

- The Association, for purposes other than grievance representation and negotiating, shall have a maximum total of ten (10) days of paid leave subject to the condition that the cost of substitutes will be borne by the Association.
- Names and Association representatives, by office held, shall be submitted in writing to the Office of the Superintendent no later than November 1 of each year, and again by February 1.
- Upon five (5) days advance written notice to the Office of the Superintendent by the Association president, any officer named in this list submitted pursuant to Section 2 above shall be excused from school duties within the limits and under the conditions set by this provision.
- The District will pay for one full release period (one-fifth or 0.2 FTE) for the Association President. The District agrees that CHSTA may choose to offer a second release period (one-fifth or 0.2 FTE) for a CHSTA representative provided that CHSTA pays the full cost of the release period upon being invoiced by the District. The District will invoice CHSTA twice annually-in January and June- each invoice for specific periods of the current fiscal year. If the District issues the June invoice to CHSTA on or before May 1st, then CHSTA will pay the invoice no later than June 30th. If the June invoice is issued after May 1st, then CHSTA will pay the invoice no later than September 30th. Both release periods may be offered to the Association President. CHSTA acknowledges that it is preferred that the second release period not be assigned to a unit member at the same site as the President. If CHSTA wishes to assign the release period to a second member at the President's site, the Association agrees to meet with the Assistant Superintendent, Human Resources within five days to review the situation and staffing alternatives.

0. Unpaid Leave

A unit member may apply to the Board for up to one (1) year of unpaid leave and the Board has the sole discretion to grant said leave. For the leave to be considered by the Board, the

unit member must request the leave a minimum of three (3) months prior to the beginning date of the proposed leave, the District must be able to find an acceptable replacement and the leave may not be coupled with any other leave. Additionally, the leave will normally not be granted if the unit member has fewer than 12 years of District service, is subject to an improvement plan or is contracted to teach in another school district during his/her leave.

P. Catastrophic Leave

The District and the Association have a shared interest in supporting the welfare of all employees. In particular, the parties have collaborated to establish a Catastrophic Leave Bank (the "Bank") for bargaining unit members (members) who have experienced a significant health event and do not have the ability to access disability insurance.

1. Overview	The Campbell Union High School District Catastrophic Leave Bank will take effect October 1, 2017.		
2. Assumptions	The Bank will accumulate from year to year. - Days will be contributed and withdrawn without regard to the daily rate of pay. - For Unit B members, days will be converted appropriately. For purposes of this section, six hours of accumulated sick leave is equivalent to one day. - In the spirit of continuous improvement, the District and CHSTA will work together to review the program parameters and will make recommendations for improving its implementation on a regular basis.		
3. Floating Cap	Effective with the 2019-2020 school year, in an effort to build and maintain the ongoing health of the Catastrophic Leave Bank, CHSTA and the District agree to institute a "floating cap" in determining the number of applications for withdrawal a member may be eligible to submit (still subject to review and approval by the committee). Any member of the bank shall be eligible to submit two applications regardless of the balance of the bank. Eligibility to submit applications beyond two shall be contingent upon the balance of the bank after that year's donations have been collected. If the bank balance is depleted during the school year, the existing triggering language shall apply.		
4. Floating Cap Calculation Chart	Applications (up to 30 days each)	Maximum Days Taken	Floating Cap (days needed in bank at the start of the school year in order to allow for a request to be considered for approval)
	6	180	600

	5	150	500
	4	120	400
	3	90	300
	2	60	Any
	1	30	Any

5. Enrollment and Contributions	All bargaining unit members are eligible to contribute, including part-time and temporary teachers. The enrollment window will be in effect until October 1st of each year. • Current members will be asked to enroll during this period to establish the Bank in the first year. • Once a member chooses to enroll, membership will become automatic; one day will be contributed to the Bank at the start of each school year, unless canceled by the member prior to the conclusion of the preceding school year. • New members who are hired after the start of the school year will have 30 days to join after the date of hire or until October 1st of that school year, whichever provides more time. • Cancellation may occur at any time. Cancellation requests must be submitted to Human Resources in writing. Donated sick leave will not be returned after cancellation. • Annual rate of contribution is 1 day of sick leave. An additional day of contribution is required if the Bank falls below 150 days (with the exception of the first year, when the Bank is first established). This "trigger" to contribute an additional day should only happen once per member per year. Members with three or fewer sick leave days at the time of the trigger shall retain membership in the Bank but shall not be required to donate an additional day. • Employees who have notified the District of retirement may contribute up to 10 days on the last day of employment irrespective of the Bank level. • If the number accumulated days exceeds 700, no contribution shall be required for returning members, but will be required for new hires and those returning to active status. • The committee will solicit voluntary contributions before denying a claim due to an insufficient number of days in the Bank.
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6. Eligibility and Withdrawal	Members with a catastrophic illness or injury whose sick leave is exhausted may apply to withdraw from the bank. • Definition of catastrophic: "catastrophic illness" or "injury" means 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 (as defined in Article 16.G.2) 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 creates a financial hardship for the employee because he/she has exhausted all of his/her accrued sick leave.
	• Incapacitation can be intermittent/non-consecutive. • As a general guideline, incapacitation means 5 consecutive days or 10 days within a 30-day period. • Members must use all accrued sick leave prior to withdrawal; however, a unit member may apply to the Bank if he/she anticipates his/her absences will result in him/her exhausting his/her accrued sick leave balance. • Members will be able to withdraw no more than 30 days at a time; members can re-apply for extension of withdrawals. • Approved days can be used either consecutively or intermittently. • Member's withdrawal may not exceed statutory maximum period of 12 consecutive months. • Members will be required to submit a note from a healthcare provider of the member's choosing. • The committee may require further medical review. • Applications from family members can be submitted on behalf of the member if the member is unable to submit an application on his/her own behalf. • Withdrawal from the Bank cannot coincide with Worker's Comp, unless member has exhausted all Workers' Comp Leave. • Only employees who are active contributors of the Bank are eligible to withdraw from the Bank. • Members who are currently drawing days from the Bank do not have to contribute a day if a trigger occurs in order to maintain eligibility/membership.

7. Administration	The Bank will be administered by a committee consisting of 2 unit members appointed by CHSTA and 1 administrator appointed by the District. The District will: • Provide an update on the status of the Bank three times throughout the school year (approximately October 31, January 31, and May 31). • Provide a Notification to the Committee when the Bank reaches approximately 200 days. The Committee will: • Receive withdrawal requests and verify their validity. • Approve or deny Bank requests. • Communicate the Committee's decision to the employee and the District. • Maintain confidentiality.
	Approval Timeline: • In an effort to provide a swift response, the Committee will strive to respond to all requests within 10 calendar days. In some cases the response will require additional information and therefore may take longer than 10 calendar days. • The Committee will communicate to the member in writing. CHSTA will maintain Bank records, including applications and approvals. If the Bank is terminated, the Committee will distribute the remaining days in the Bank equitably among the current members.

Q. Reproductive Loss

A unit member may take five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, a unit member must have been employed by the District for at least 30 days prior to the start of the leave. While reproductive leave loss is unpaid, a unit member may use five (5) days of their accumulated sick leave after a reproductive loss event.

A reproductive loss event is defined as:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the unit member would have been a parent of the adoptee if the adoption had been completed.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the unit member would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the unit member, the unit member's current spouse or domestic partner, or another individual where the unit member would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the unit member, the unit member's current spouse or domestic partner, or another individual where the unit member would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the unit member, the unit member's current spouse or domestic partner, or another individual where the unit member would have been a parent of a child born as a result of the pregnancy.

Leave is applicable to would-be parents, including the non-birthing parent. The leave need not be used consecutively, but must be used within three months of the qualified reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If a unit member is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the unit member must complete their reproductive loss leave within three months of the end date of the other leave.

If the unit member suffers multiple loss events, leave is limited to twenty (20) days in a 12-month period.

ARTICLE 17: TRANSFER

TEACHER -INITIATED TRANSFERS

The District and CHSTA have a shared interest in securing highly effective teachers for vacant positions in addition to ensuring the District provides clear and transparent communication regarding vacant positions and provides teachers the priority to be considered for vacancies.

With the teacher shortage, challenges to find specific subject-area expertise, and fierce competition to hire teachers, the transfer process will support the District's ability to recruit and hire highly qualified candidates in an efficient manner and as early in the school year as possible while supporting teachers' priority within the District.

Effective with the 2018-2019 school year, the transfer process takes place in three phases:

1. Phases

a. Phase 1. Early Vacancies

For subject areas designated as "critical shortage" areas by the Board, the District may begin building an applicant pool for the following school year as early as February 1st and pre-screen candidates throughout the second semester.

For site-based vacancies for the following school year that are identified between the first day of the current school year and March 1st, the District shall concurrently post vacancies internally at the site and District-wide for five (5) workdays. The District will provide first consideration to applicants from the site of the vacancy. During the five (5) workday posting period, unit members will be able to discuss their interest in the position with the Principal. To apply for a posted vacancy, unit members must complete the District transfer electronic application by the posting's closing date. Unit members may apply for more than one posted position. It is generally not recommended that first year probationary teachers apply for voluntary transfers; however, probationary teachers are entitled to equal consideration when applying for voluntary transfer.

b. Phase 2. Transfer Window Timeline

- i. Vacancies for the following school year that are identified between March 1st and the start of the transfer window, as defined below.
- ii. The transfer window shall consist of a minimum of ten (10) working days, ending no later than April 15th, not inclusive of Spring Break. By the start of the transfer window, the District will post all known vacancies internally only, and all qualified internal applicants who apply for the posted vacancies shall be guaranteed an interview.
- iii. Transfer Window Timeline:

1. Internal applicants shall have five (5) working days to apply for posted positions.
2. Interviews may begin immediately during the transfer window; however, all internal candidates who apply within the five-day window shall be interviewed by the end of the transfer window.

If a unit member applies for a posted position after the first five days of the transfer window, and is qualified for the position, s/he will be guaranteed an interview after all internal candidates who apply during the transfer window have been interviewed, unless the District selects one of the transfer window applicants for the position. In the event that a unit member wishes to transfer, but no vacancy has been posted at his/her desired site or in his/her subject area, the District shall concurrently make available electronically to all unit members a form in which they can express an interest in transferring ("interest form"). If a unit member submits an interest form, s/he will be automatically contacted by Human Resources if a position matching the unit member's interest becomes available prior to the close of the current school year, and s/he shall be guaranteed an interview.

c. Phase 3. Post Transfer Window

- i. Vacancies for the following school year that are identified between the start of the transfer window and the first day of the following school year.
- ii. Vacancies that become known after the transfer window has already begun, but before the first day of the following school year, shall be concurrently posted internally and externally. All qualified internal candidates shall be guaranteed an interview. If, after the Interview Team considers the criteria set forth in Article 17.A.4, two or more candidates are ranked equally, and one of them is an internal candidate, the internal candidate shall be offered the position.
- iii. Vacancies for teaching assignments for the next school year that become known prior to April 15th may be posted generically (e.g. English, Math etc.). Vacancies that become known after April 15th shall be posted with specific sections identified (e.g. three sections English 1, two sections English 4), and shall follow the timelines set forth below.

2. Schedule and FTE Allocation

- a. Within two weeks of sites receiving the FTE allocation from the District, the Principal or designee shall provide each Department Chairperson with the projected sections for the subsequent school year for their Department, projected needs or overages, and any anticipated split assignment(s).
- b. Within five (5) workdays of receipt of the information set forth in Article 17.A.2.a, Department Chairpersons shall meet with their Departments.
 - i. In Departments where the number of sections match the number of teachers' full time equivalencies ("FTE's"), members of the Department, through their

Department Chairperson, shall send recommendations on teaching assignments to the Principal or designee.

- ii. In Departments with more sections than teachers' FTE's, members of the Department, through their Department Chairperson, shall send recommendations of teaching assignments to the Principal or designee for the existing teachers' FTE's and recommendations for the specific courses to be posted as a vacancy in order to attract quality teachers for the Department.
 - iii. In Departments where the number of sections is fewer than the number of teachers' FTE's the members of the Department, through their Department Chairperson, shall identify preferences for teaching assignments and send them to the Principal or designee with a list of teachers in the Department who are willing to work a split assignment in areas where they are credentialed.
- c. All recommended postings set forth in Article 17.A.2.b above shall be presented by the Department Chairperson to the Principal or designee for review within five (5) workdays of the Department Chairperson's receipt of the information set forth in Article 17.A.2.a. After reviewing the proposed openings and assigning as many teachers at that site as feasible, the Principal or designee shall inform the Human Resources Department of the school's posting(s). Full-time assignments as well as any remaining partial assignments shall be posted and emailed to all District teachers via District email.

3. Communication

In an effort to inform all staff members of openings, the availability of vacancies and the location of postings, the District shall send an email to District teachers via District email and the sites shall advertise the vacancy information in the faculty section of the daily bulletin for the duration of the posting period.

4. Eligibility and Selection

All qualified internal transfer candidates, as defined in Section 17.A.4, will be offered the opportunity to interview, unless the internal transfer candidate: has received a needs improvement or unsatisfactory evaluation.

In considering applicants for transfer, the following criteria will be considered:

- i. Credential. Consideration can be given only to those credentialed to teach the posted subjects.
- ii. Seniority. As it appears on the official District seniority list.
- iii. Skills, Expertise, and Interest. As evaluated by the Interview Team using information provided on the application form.

iv. Interview.

v. Activities. Stated interest in activities related to the needs of the school.

5. Interview Teams

The Interview Team consists of the Principal or designee and a teacher chosen by the Department. If the teacher is applying for a split assignment, the Department Chairpersons of both site's Departments will be the third and fourth members of the Interview Team.

6. If, after the Interview Team considers the criteria set forth in Article 17.A.4 above, two or more internal candidates are ranked equally, the candidate with the most seniority shall be offered the position.
7. The Principal has the right to recommend that a candidate not be offered the posted position.
8. The Principal or designee will return the forms with the committee's recommendation and ranking of candidates to the Human Resources Department within five (5) working days after the close of the interviews.
9. After receiving the recommendations, the Human Resources Department shall-in writing, including via e-mail to an employee's District e-mail account - offer the vacant positions to the recommended applicant, unless this creates a critical problem for the District or the overall School program. Teachers will receive all offers in writing. In addition, the District will attempt to notify teachers of the transfer offer by calling them on the phone number identified on the transfer request form submitted by the teacher. In the event the teacher does not answer, the District will leave a voicemail message extending the offer as long as the phone is accepting messages and this shall satisfy the District's notice obligation.
10. Teachers must accept or decline the offer or withdraw their transfer request within two (2) workdays of the offer being made by providing notice to the Human Resources Department. The teacher's decision must be in writing - including via e-mail from an employee's District e-mail account.
11. A teacher who is denied a transfer because his/her transfer would create a critical problem for the District or the overall School program, may appeal the decision to the Superintendent. The Superintendent's decision will be final.
12. If the teacher chooses to grieve the above process, Level I shall be the Chief of Strategy and Human Capital or designee.
13. A change in status from full-time to part-time teaching or from part-time to full-time teaching shall not be considered under the "Transfer" article (see Article 9 "Part-Time Employment").
14. Temporary teachers are not eligible to apply for transfers under this Article, unless they

are members of Unit B; transfer rights for Unit B members are outlined in Article 28.

B. DISTRICT-INITIATED TRANSFER PROCESS

After the teacher-initiated process set forth in Article 17.A is completed (including notification) and at the beginning of each semester, the District will review the numbers of students in each school and the corresponding anticipated sections for each School. District needs and overages will be examined. If it is deemed to be necessary, feasible and appropriate to re-allocate teaching staff, the following procedures will be used to initiate transfers.

1. Principals or Vice-Principals of the affected Schools will contact Department Chairpersons of affected Departments so that they can work together as a team for the process (hereinafter referred to as the "Team").
2. The Team will contact members of the Departments with overages to ask for volunteers to transfer.
3. With the list of volunteers in hand, the Team from the sending school together with the Team from the receiving school will meet and reach mutual agreement on the volunteers to receive the transfer based on: (a) subject matter experience, (b) skills and interests, and (c) activities. Interview is optional. When these criteria are found to be equal among the volunteer candidates, the teacher with the most seniority will be transferred. The receiving school Principal must be able to articulate the reasons when someone is not chosen.
4. If there are no successful or qualified volunteers, the Team with the Assistant Superintendent of Human Resources or designee will attempt to reach mutual agreement on who will be selected for the District-initiated transfer based on: (a) subject matter experience, (b) skills and interests, and (c) activities. Interviewing is optional. When these criteria are found to be equal, the teacher with the least seniority will be transferred.
5. If no decision can be made by the above process, the Superintendent or designee will decide.
6. No teacher will receive a District-initiated transfer more than once during a school year. The District will make every effort not to transfer a teacher under a District-initiated transfer more than once every three (3) years, exclusive of District-initiated transfers made necessary by the closure or opening of schools, major boundary changes, or when a categorical program is involved.
7. Upon request, teachers who transfer during the school year shall be given two (2) days of paid release time to prepare for the transfer. The District will transport the teacher's materials to the new location, if the teacher makes the request in writing with five (5) calendar days of notice of the transfer. Teachers are responsible for packing their materials prior to the District transporting them.

C. NOTICE OF ASSIGNMENT

Teachers will be notified of their tentative assignments by the beginning of Finals Week for the second semester. Some changes may be necessary due to such circumstances, including but not limited to unanticipated resignations, not being qualified/credentialed to teach a tentatively assigned position, or changes in enrollment during the summer. Teachers involved in such changes will be notified as soon as possible.

As part of the District's efforts to reduce potential staffing issues and transfers of bargaining unit members, the District may implement the provisions of Education Code section 44842 regarding unit members' intent to return for the subsequent school year.

D. OTHER OPENINGS

Positions that come open after the end of the academic school year and during the summer through the thirty-first calendar day prior to the first contract day for unit members, will first be offered to any teachers who have rehire rights resulting from a District reduction in force. After such offers have been made, the District may post for the vacancy internally and externally simultaneously, with first consideration being provided to current employees. All qualified internal transfer candidates, as defined in Article 17.A.5.a will be offered the opportunity to interview, unless the internal transfer candidate: (a) is on an improvement plan; (b) has two or more of the six (6) California Standards for the Teaching Profession marked as "needs improvement" or "unsatisfactory" in his/her most recent evaluation; (c) has two or more of the six (6) California Standards for the Teaching Profession marked as "unsatisfactory" as a result of observations conducted during the employee's most recent evaluation cycle; or (d) has applied for a transfer to that site and been interviewed and not selected for a transfer two or more times within the past 5 school years. The posting will be for five (5) workdays. Teachers interested in the opening should apply to the Human Resources Department by the closing date of the posting. The District, after consulting with the Department Chairperson (if they are available), based on the criteria listed in Article 17.A.5 will decide if the teacher receives the position. The District must be able to articulate the reason(s) when someone is not given the position.

Positions that come open at the beginning of the second semester will first be offered to any teachers who have rehire rights resulting from a District reduction in force. After such offers have been made, the District may post for the vacancy internally and externally simultaneously. All qualified internal transfer candidates, as defined in Article 17.A.5.a will be offered the opportunity to interview, unless the internal transfer candidate: (a) is on an improvement plan; (b) has two or more of the six (6) California Standards for the Teaching Profession marked as "needs improvement" or "unsatisfactory" in his/her most recent evaluation; (c) has two or more of the six (6) California Standards for the Teaching Profession marked as "unsatisfactory" as a result of observations conducted during the employee's most recent evaluation cycle; or (d) has applied for a transfer to that site and been interviewed and not selected for a transfer two or more times within the past 5 school years.

Starting thirty calendar days prior to the first contract day for unit members, the District will fill open positions from the outside.

E. ADMINISTRATIVE TRANSFER

1. In the event that the District believes compelling circumstances exist that would require a member to be transferred on an administrative basis for his/her welfare and/or the welfare of the District, the District shall bear the burden of showing that a reasonable cause for such transfer exists. Compelling circumstances shall not include those transfers deemed necessary in Article 17.B above.
2. Written notice of a proposed administrative transfer shall be provided to both the unit member and the Association. A meeting shall be held prior to the implementation of the transfer for the specific purpose of showing cause for the proposed transfer no later than five (5) calendar days after notice has been provided by the District. This meeting shall consist of no fewer than three persons: an Association designee (whose identity is to be provided no more than 72 hours after receipt of written notification to the Association from the District), the teacher, and the site administrator. With the concurrence of the site administrator, this group may determine that options other than transfer are more appropriate. Any discussion and/or documents utilized in this meeting shall be appropriate for use in any subsequent forum at which this matter may be adjudicated.
3. Administrative transfers shall not be punitive and shall not be made in lieu of discipline; however, a unit member may be transferred under this Section, including, but not limited to situations involving the discipline of the unit member for harassment that violates the District's policies or where a unit member poses a safety risk to employees or students.
4. Administrative transfers shall be subject to the Grievance Procedure (Article 10).

F. LAYOFFS

Provisions of the Education Code will be followed should layoffs become necessary during the life of this Agreement. The District will notify the Association of its intention to implement layoffs and will bargain with the Association concerning the impact of these layoffs.

G. OPENING AND CLOSING OF SCHOOLS

In the case that it becomes necessary to either open or close schools, the District will bargain with the Association the procedure to be used to place teachers in teaching positions for the year of the opening/closing.

ARTICLE 18: COMPENSATION

A. Salary

2026-2027 School Year:

1. The salary for the 2026-27 School Year shall increase 3% per cell on the salary schedule effective July 1, 2026. After applying this increase to the salary schedule, each cell still below \$90,000 will be increased to \$90,000.
2. Consistent with the provisions of the EERA (Government Code section 3540, et seq.), and notwithstanding the requirements of Education Code section 45028, the parties mutually agree to a salary schedule that applies to unit members covered by this agreement and is designed to support the recruitment and retention of such unit members.
3. The salary schedule shall increase by an additional 1% effective March 2027, with a retroactive payment for July-February distributed within 30 days.
4. In addition, the parties agree to jointly educate bargaining unit members about revenue-sharing models in general and issue joint communications after each negotiation session outlined below.
 - a. Prior to the end of the 2025-2026 school year, the parties will issue a written communication informing members of the work completed in the Data-Informed Compensation Committee.
 - b. During the fall semester of the 2026-2027 school year, the parties will co-develop and distribute a brief video to educate members on revenue-sharing models, including various examples of revenue-sharing models used across the area.
5. In preparation for the 2027-28 school year, the parties will collaboratively develop a Revenue-Sharing Model drawing from the sample model included in Exhibit A and guided by the Core Principles agreed upon pursuant to Exhibit B. This collaboration will be the focus of the limited collective bargaining agreement re-opener described in Article 26 (Duration).
6. The parties agree to jointly develop and finalize this Revenue-Sharing Model by May 3, 2027, to implement in 2027-2028. The parties agree that the bargaining teams will meet three times before December 10, 2026 and at least three times between January 1 and April 30 of 2027 to develop the Revenue-Sharing Model and the contractual language necessary to administer the Revenue-Sharing Model.
 - a. If the parties come to a tentative agreement on the Negotiated Revenue-Sharing Formula by May 3, 2027, that formula will be used in March of 2028.
 - b. If the parties have not reached a tentative agreement on the Negotiated Revenue-Sharing Formula by May 3, 2027, either the sample model included in Exhibit

A or the most recently agreed upon formula will be applied for the 2027-28 school year and the following will apply:

- If the sample model included in Exhibit A is used as the default without mutual agreement, the parties will meet for at least 4 more sessions in the interest of agreeing to a Negotiated Revenue-Sharing Formula for use in 2028-2029. If agreement cannot be reached after those additional sessions, the parties will then meet for limited re-opener negotiations on compensation for the 2028-2029 school year as per Article 26 (Duration).
- If an agreed-upon, but not finalized, formula is used, the parties will follow the language in the 2027-2028 School Year and 2028-2029 School Year sections of this Article.

2027-2028 School Year

1. The parties also agree that for the 2027-2028 school year, the salary schedule will increase by at least 3%, and the agreed upon RevenueSharing Formula or sample model included in Exhibit A applied according to 6.a and 6.b in the 2026-2027 section above will be used to apply any *additional* salary schedule increase if the formula determines the salary schedule increase to be greater than 3%. If the formula determines the salary schedule to be less than 3%, the salary schedule will still increase by 3%.
2. The 2027-2028 salary schedule adjustment will become effective in the March 2028 end-of-month pay warrant, with a retroactive payment for July 2027-February 2028 distributed within 30 days.

2028-2029 School Year:

1. If the 2027-2028 property tax revenue growth is equal to or greater than 4.5% and the Negotiated Revenue-Sharing formula implemented in 2027-2028 generates at least a 3% salary schedule increase, the parties agree to implement the Negotiated Revenue-Sharing model in 2028-2029.
2. If the 2027-2028 property tax revenue growth is equal to or greater than 4.5% and the negotiated revenue-sharing formula implemented in 2027-2028 does not generate at least a 3% salary schedule increase, the parties will meet until December 15, 2028 to refine the negotiated revenue-sharing formula prior to implementation in 2028-2029.
 - a. If no agreement on improvements to the Revenue-Sharing Model is ratified by December 15, 2028 then the parties will undertake successor agreement negotiations as described in Article 26 (Duration).

Duration of Revenue Sharing Model

Any revenue sharing model (either negotiated or sample) will be limited to the 2027-2028 and possibly 2028-2029 school years as described in this Article. Continuation of the model in successor agreements requires affirmative renewal by both parties.

B. Contingency Reopener

To permit the District to cope with fiscal emergencies, the parties agree to the provisions that follow to allow for compensation adjustments under certain defined circumstances.

Triggering Events:

1. The District has been community supported and loses its status of community supported.
2. The District receives less income (excepting one-time income) from recurring unrestricted base grant sources than it received during the prior fiscal year.
3. If the parcel tax does not renew.
4. It is projected that State imposed reserve requirements cannot be met. That means that the sum of the ending balances from the General Fund as projected is not equal to at least 3% of General Fund expenditures (after projected costs of all salary and health and benefit increases are calculated and included).

Notification:

If the District determines that a triggering event has occurred and elects to invoke the contingency reopener, it shall promptly notify the Association in writing and specify the category of triggering event(s). In the written notice, the District shall offer at least five (5) possible dates for negotiations at least one week apart.

Reopener:

If the notice is provided to the Association, the parties agree to negotiate in good faith toward a mutually agreeable solution to the financial difficulties. If the parties are unable to reach agreement within forty-five (45) calendar days of the notice or after five (5) negotiation sessions, whichever is later, the District shall have as its sole remedy the right to invoke a temporary salary rollback not to exceed 5% in total compensation unless otherwise mutually and specifically agreed to in writing at the time the rollback is implemented. This rollback in compensation shall be applied to all employees, including all units and unrepresented employees. In the event of Triggering Event 4, the percentage rollback shall not exceed the amount required to restore the reserve for economic uncertainty.

In the following year, if the statutory reserve has been restored, the rollback shall be restored, and a new baseline shall be established for compensation and for making the comparisons for future compensation plan calculations.

C. Parcel Tax

Upon the passage of the 2022 Measure O Parcel Tax, and in accordance with the 2022 agreement

between CHSTA and CUHSD, the parcel tax stipend was transferred from a separate stipend to the base salary. This transfer is reflected in the salary schedule. The stipend amount that was transferred to the base salary was the 2021-2022 stipend amount based on the previous agreement that , no less than 20% of the money generated by the parcel tax shall be used to meet the goal of recruiting and retaining teachers by offering a competitive compensation package. The term "compensation package" includes salary, longevity, activity pay, and stipends.

D. Method of Payment

For services rendered, unit members' salaries shall be paid in eleven (11) monthly installments unless the unit member notifies the District either at the time of employment or prior to August 1st of each year thereafter that he/she wishes to receive his/her salary on a twelve (12) month basis. The amount of each installment may vary from month-to-month depending upon deductions that are made. For returning employees, the first installment shall be paid on the last working day in the month in which an employee first performs services under his/her contract for that school year and each subsequent installment shall be paid on the last working day of each month thereafter.

New employees will receive their first paycheck on the last day of the month in which the employee first provides contractually paid services, as long as all required paperwork necessary to process the paycheck is submitted to the District by the first day of that month. Each subsequent installment shall be paid on the last working day of each month thereafter. If a new employee fails to submit the required paperwork to the District by the date specified above, the employee shall receive his/her first paycheck on the last working day of the month following the District's receipt of the paperwork.

All paychecks issued to bargaining unit employees shall be subject to payroll processing by the Santa Clara County Office of Education. Unit members may receive any installments that may be due in the month(s) of June and July either at their school or have the check(s) mailed to the address of their choice if they provide a stamped, self-addressed envelope(s) to their Principal's secretary by June 15 of each year.

E. The District will make available on a voluntary basis electronic transfer of the employee's pay warrant (check). An employee may change the location (bank, savings and loan, or credit union) receiving the electronic transfer once in a five year period. For any additional changes in the electronic transfer the District will charge the employee a ten dollar (\$10) service fee.

F. Daily Rate: The daily rate on days designated as work days in the Certificated Unit Calendar is determined by dividing a unit member's annual compensation (including the annual salary and any supplementary compensation provided for in Appendix A) by the total number of workdays in the Certificated Unit Calendar. This daily rate is used for pay deduction purposes when a unit member is absent in situations not covered by paid leaves and/or to compute prorated contracts when a unit member starts after the beginning of a school year or terminates before the end of a school year.

G. Added Compensation for Activity Assignments: The salaries and fringe benefits provided

herein are the total compensation paid to unit members for all services that are required and performed during the hours of work prescribed in Article 14 of this Agreement. Hours assigned and performed beyond those prescribed in Article 14 as a result of activity assignments shall be paid added compensation in accordance with the schedule of payments in Appendix B which is attached to and incorporated in this Agreement subject to the following provisions:

1. The added compensation provided under this Section shall be paid in the pay periods immediately following the completion of the assignments specified in Appendix B at the end of the fall sports season, at the end of the winter sports season, or at the end of school, subject to verification by the Principal that said assignments were fully and faithfully performed.
2. Notwithstanding the added compensation involved, it is understood and agreed by and between the parties to this Agreement that unit members may accept and perform these added compensation assignments, subject to the provisions of Article 14.B and the condition that the number of such assignments shall not exceed two (2) except on a strictly voluntary basis for any unit member.

H. Department Chair: A unit member who applies and is selected by the Principal to coordinate and supervise the activities of a school subject area department or a combination of such departments. The Department Chair shall be paid a stipend to execute and complete the duties and tasks in alignment with the Department Chair Expectations (see Appendix D).

Department Chairs are warranted per department with 10 or more sections (2.0 FTE or greater). Department Chairs will be assigned in the following areas: Math, English, Social Studies, Science, Foreign Language, Physical Education, Special Education, Applied Arts, Visual and Performing Arts. Department Chairs will be compensated in accordance with Appendix B Part 2.

When a department has fewer than 10 sections, and a bargaining unit member fulfills the responsibilities of a department chair, with prior administrator approval, they shall be compensated in accordance with Appendix B Part 2.

Bargaining unit employees shall be paid the stipend in each of their regular pay warrants during that school year if the assignment had been determined by August 1st of each school year. In order to receive the full annual stipend, the Department Chairperson must hold the position for the full school year. If the Department Chairperson's employment with the District ends prior to completing a full-school year or if the Department Chairperson is on a leave of absence - paid or unpaid - of longer than 30 work days and unable to perform the duties of the Department Chairperson role, the Department Chairperson will receive a prorated stipend amount based upon the length of service as the Department Chairperson for that school year. In the event the Department Chairperson separates from employment with the District during the school year, is on a leave of absence - paid or unpaid - for more than 30 work days, or is otherwise unable to perform the duties associated with being a Department Chairperson, the District shall have the exclusive right to appoint a replacement Department Chairperson. The replacement Department Chairperson shall receive a prorated amount of the annual stipend based upon the length of service as the Department Chairperson for that school year.

Any Department Chair may request no later than the first Friday in March to have a release period for the following year instead of being paid the annual stipend. The School Sites shall make all attempts to honor specific Department Chair requests. If a request for a release period creates a staffing hardship at a specific site, the final decision shall be made by District Administration. If a Department Chair is denied a release period, site administration will provide an explanation upon request regarding how granting the release period will create a staffing hardship. The Department Chair will then have the opportunity to accept or decline the position. If a new Department Chair is being selected, a reasonable effort will be made to honor his/her request regardless of the previously mentioned deadline.

Each department, in addition to this Department Chair compensation, will be allocated eight (8) days per year. Use of release days allocated to the site/department is determined by the Department Chair and Principal with Principal approval. District-required meetings and Professional Development will not count against these release days.

These days will not be carried from school year to school year. At each school site the Principal and the Department Chairs will meet to establish criteria for the use of these released days and plan for any additional site needs.

The Department Chair will usually be a permanent teacher. The selection of Department Chairpersons shall be made by the Principal annually. The Principal will solicit written input from all Department members regarding the current Department Chair annually in the second semester. Additionally, the Principal will solicit recommendations from the department for Department Chair: (1) if there is a vacancy; and/or (2) after a Department Chair has served three years. The Principal will request written or verbal input from all Department members regarding the applicants for the Department Chair position. Unit members may choose whether to provide input to the Principal. Selection and subsequent review by the Principal will be made within twenty (20) days of learning of the opening. The teacher(s) not chosen for the position may request in writing, including an email, the Principal's reasoning for the decision. The Principal shall provide that reasoning within twenty (20) days of receipt of the bargaining unit employee's request. The Principal's decision shall be final and not subject to the Grievance Procedure. The Principal shall annually evaluate each Department Chair in writing (aligned with the duties and responsibilities outlined in the document titled "Department Chairperson Expectations").

I. Mileage Rate: Work experience teachers, military science teachers, nurses, teachers split between sites on the same day, and Adapted Physical Education (APE) shall be reimbursed for mileage at the IRS approved reimbursement rate.

J. Extended Program Teachers: The work experience teachers stationed at the District Office and the agriculture teachers stationed at the District Farm may be required by the District to serve additional work days beyond those specified in the certificated unit calendar. Payment for such additional work assigned and rendered shall be made at the end of the regular monthly pay period following any such service.

1. Individual work experience teachers may be required to work a maximum of twelve (12) weekdays immediately prior to the first work day specified in the Certificated Unit Calendar and a maximum of eight (8) weekdays immediately after the last work day in

said calendar. Such additional days shall be eight (8) hour days, exclusive of lunch, and shall be compensated at a per diem rate determined by dividing the unit member's annual base salary in Appendix A, excluding any supplementary benefits, by the number of days in the Certificated Unit Calendar.

2. Individual agriculture teachers may be required to work a maximum of 400 hours beyond those specified in the Certificated Unit Calendar during the recesses at winter and spring and during the summer. Such additional hours shall be compensated at an hourly rate determined by dividing Step 1, Class A, of the salary schedule in Appendix A by the product of seven (7) times the number of days in the Certificated Unit Calendar.

K. Notice of Placement: A written notice of placement on the salary schedule, including any supplementary compensation, shall be sent to each unit member on or about October 1 each year (see Appendix A).

L. Doctoral Stipends

The District pays a Doctoral stipend for any doctorate degree from a WASC or regionally accredited university. In the case of a JD, the degree must be from an ABA (American Bar Association) accredited School of Law or a California Accredited School of Law. Unit members with a doctorate from an unaccredited institution are not eligible for a stipend.

M. Step Advancement:

1. Any bargaining unit employee assigned to a 0.5 or greater full-time equivalent (FTE) position shall advance one step on the salary schedule for each year of service.
 - a. A year of service is defined as a bargaining unit employee working or being on a leave of absence pursuant to subsection (b) for 75% of that bargaining unit employee's assigned work year.
 - b. A bargaining unit employee who was on a leave of absence (paid or unpaid) shall accrue credit on the salary schedule in the same amount as if they were not on leave. For illustrative purposes only, such leaves include those taken pursuant to: Family Medical Leave Act (29 U.S.C. sec. 2601 et seq), California Family Rights Act (Calif. Govt Code 12945.2), Pregnancy Disability Leave and Reproductive Loss Leave; leave as an accommodation under the Fair Employment and Housing Act (Calif. Govt. Code sec. 12900 et seq.); and leaves taken pursuant to Education Code sections 44800 (military leave), 44853-54 (exchange teaching), 44966 (sabbatical leave), 44977.5 (parental leave), 44978.2 (service related medical treatment), 44981 (personal necessity), 44984 (industrial accident and injury), 44985 (death in immediate family), 44986 (disability applicant), 44987 (employee organization release), and 44987.3 (public service release). A bargaining unit employee's standalone use of sick leave (Education Code section 44978) or extended / differential sick leave (Education Code section 44977) does not count toward the 75% requirement. 2.

2. Part-time bargaining unit employees who are assigned to less than a 0.5 FTE position and who work or are on a leave of absence, as described in Para. 1 for 75% of the bargaining unit employee's work year, for two consecutive school years, will receive a step advancement on the salary schedule every other school year.

N. Professional Development Rates: The parties agree to provide supplemental compensation for attending and providing professional development. The Professional Development rates (See Appendix B - Part 2) applies to professional development where there is no special funding designated. If a staff development session is funded from specifically earmarked revenue, the rate of compensation shall be that which is designated by the revenue sources (See Article 14, Professional Development, Section 2).

O. Compensation for District wide initiatives and priorities: The District will provide compensation at the Professional Development rate (Appendix B - Part 2) for members who engage in professional responsibilities outside of their regular duties that support the district's goals and initiatives. The list of these activities will be updated at least once annually and will be based on recommendations from the LCAP committee, Blueprint for Equity committees, or other district wide priorities.

P. Teachers who have committed to write eight or more college Letters of Recommendation may request a department release day in order to complete the letters, pursuant to Article 14 Section H.

Note: Additional information on compensation, salary schedule placement and supplementary compensation is found in Appendix A.

Exhibit A: Sample Revenue- Sharing Model

Model Components

The parties agree that implementing a Revenue-Sharing Model will require specific structures to ensure shared understanding and agreement among the parties.

The provisions outlined below are for discussion purposes only:

- Oversight Committee: The Oversight Committee consists of three (3) District representatives and three (3) representatives from CHSTA. The Oversight Committee meets at specific times throughout the year to certify data used to calculate the formula procedures and monitor implementation of the model.
- Dispute Resolution: The revenue-sharing model includes the following dispute resolution process.
 - Step One: The parties will participate fully in the Oversight Committee in order to ensure shared understanding of the calculations and prevent disputes.

- Step 2: In the event of a dispute, the party will submit a request for recalculation in writing to the Oversight Committee. The Fiscal Department will recalculate, and the Oversight Committee will review and certify the recalculation.
- Step 3: If the Oversight Committee is not able to resolve the dispute through the recalculation, the Committee will seek the assistance of an outside party that has experience with implementing revenue-sharing formulas, including School Services of California, to offer suggestions to resolve the dispute.
- Step 4: If these solutions do not resolve the dispute, the grievance process may be initiated.
- Staffing Committee: The Staffing Committee meets at least once per year to review the staffing allocation and additional staffing requests.

Formula Procedures

Step 1: Estimate new tax revenue

Calculate the difference between the prior year's actual property tax revenue in the August report from the Office of the Assessor and Controller-Treasurer and the current year's projected property tax revenue in the subsequent February report from the Office of the Assessor and Controller-Treasurer.

Include secured, unsecured, and unrestricted Redevelopment Agency (RDA) revenue.

Add the net increase in lease revenue to the increase in property tax revenue to determine the "new revenue"

Step 2: Calculate the certificated non-management bargaining unit's preliminary share of new revenue

The following percentages are used to allocate the "fair-share" of new revenue for the preliminary model. The unit percentages below are based on the actual 2024-2025 expenditures for all salaries and benefits, including stipends, hourly pay, statutory benefits, and health and welfare benefits.

Certificated nonmanagement bargaining unit = 56%

Classified nonmanagement bargaining units (CSEA and SEIU) = 15%

Unrepresented bargaining unit = 17%

Other expenditures = 12%

Step 3: Subtract the unit's new costs from the preliminary share of new revenue to determine the unit's share of new revenue

Unit's new costs include:

Change in step and column costs

Cost (or savings) from replacing staff who have retired or resigned

Change in benefit costs, including employer retirement contribution (STRS), employer's health and welfare benefit contribution, and workers' compensation

Change in Unit B total compensation costs that require a contribution to Adult Education from the unrestricted general fund (if applicable)

Change in special education total compensation costs that require a contribution to Special Education from the unrestricted general fund (if applicable)

Step 4: Determine the unit's salary adjustment and extend the equivalent percentage salary increase to the classified non-management and unrepresented units.

The bargaining unit determines the form of the unit's salary enhancement based on the final calculation. Salary enhancements could include a percentage salary increase across the salary schedule, differentiated increases to the salary schedule, or a flat dollar amount increase.

Extend the equivalent percentage salary increase to the classified and unrepresented units

Apply a retroactive payment, if applicable.

Step 5: True-up based on final property tax revenue and actual expenditures

Once the current year's financial audit is substantially complete (approximately November), use the actuals to recalculate the unit's share of new revenue.

If the unit's recalculated share of new revenue is greater than the amount used to determine the salary enhancement, distribute a one-time payment using the difference in new revenue.

If the unit's recalculated share of new revenue is less than the amount used to determine the salary enhancement, include the difference in the following year's new unit costs. (For the 2026-2027 year, the difference will not be applied to the following year's unit costs).

Timeline

The timeline below will be followed to implement the 2026-2027 Revenue-Sharing Model formula procedures

Fiscal Year 1 2026-2027		
Month	Who	What
July 1	Fiscal Department	Implement the 2026-2027 salary schedule, including the minimum guarantee (3% increase to each cell and \$90,000 starting salary)
August	District and Labor Partners	Establish Oversight Committee

October	Oversight Committee	Certify available data for the 2026-2027 formula calculation: • Staffing and the unit's new expenses • Cost of 1% for the unit
February	Fiscal Department	Complete calculations required for Steps 1-4
	Oversight Committee	Review and certify Steps 1-4 Implement the dispute resolution process, if necessary
	Bargaining Unit	Determine the form of salary enhancement, if applicable
March	Fiscal Department	If applicable, Publish the new salary schedule based on the unit's salary enhancement and apply the new salary schedule to the March payroll
April	Fiscal Department	Distribute retroactive payment for July-February, if applicable
Fiscal Year 2 2027-2028		
Month	Who	What
August	Oversight Committee	Review and certify the revised property tax revenue for 2026-2027
October	Oversight Committee	Certify available data for the 2027-2028 formula calculation: • Staffing and the unit's new expenses • Cost of 1% for the unit
November	Fiscal Department	Complete calculations required for 2026-2027 true-up
	Oversight Committee	Review and certify the 2026-2027 true-up based on final property tax revenue and actual expenditures
December	Fiscal Department	Distribute one-time true-up payment, if applicable, for 2026-2027; in the event the revenue decreases, there is no impact to the salary for the 2026-2027 year only.

February	Fiscal Department	Complete calculations required for Steps 1-4 for 2026-2028
	Oversight Committee	Review and certify Steps 1-4 for 2027-2028 Implement the dispute resolution process, if necessary for 2027-2028
	Bargaining Unit	Determine the form of salary enhancement for 2027-2028
March	Fiscal Department	Publish the new salary schedule based on the unit's salary enhancement and apply the new salary schedule to the March payroll
April	Fiscal Department	Distribute retroactive payment for July-February, if applicable

Total Compensation Benchmarking

The parties agree to review CUHSD's total compensation compared to other similar Districts. At least every other year, the parties will review the salary and district benefit contributions compared to other high school and unified districts in the County and potentially the region.

Model review:

The parties agree to collaboratively assess the Revenue-Sharing Model at least once every four years.

Financial Distress

The parties wish to ensure that the District maintains sound finances and that the implementation of the revenue-sharing model does not cause financial distress. If the District faces financial distress, including those categories included in the contingency triggers in Article 18. B, the parties agree to meet and confer.

Exhibit B - Core Principles for the Sample Revenue Sharing Model

The parties agree to further develop and document shared Core Principles as part of the process of developing a Negotiated Revenue Sharing Formula, which will guide both parties through the collaborative development of appropriate contract language.

The following statements represent guiding principles that are important to both parties as they enter the development process.

- The Revenue Sharing Model and Implementation will be a multi-year pilot program (to be implemented 2027-2028). The program may be extended in successor agreements but both parties reserve the right to review support for the model with interested parties prior to agreeing to any extensions.
- Negotiation of a Revenue-Sharing Formula does not impact the agreed-upon contract language in other Articles of the CBA, including Article 19 Health and Welfare Benefits.
- The parties acknowledge that the following components are all negotiable and will be discussed as part of developing a Revenue-Sharing Formula:
 - the funding sources used for the new revenue calculation
 - the allocation of Certificated nonmanagement share of new revenue.
 - the definition of unit expenses, including any contribution to the reserve for economic uncertainty
 - the process used to correct for changes in the calculation based on actual data versus projection (“true-up”)
 - the timeline by which the calculations are prepared and applied to the salary schedule
 - the structures that ensure joint oversight of implementation of the model
 - the shared definition of financial distress, process to monitor the program to prevent financial distress, and contingency reopeners
 - the process to review/appeal the calculation determination
 - the process by which the model is reviewed and updated to reflect new or different elements
 - the development of an equitable plan for incorporating the Unit B salary schedule (see Article 28) under the Revenue Sharing Model

ARTICLE 19: HEALTH AND WELFARE BENEFITS

The District offers each eligible unit member a fringe benefit package that includes medical, vision and dental coverage.

A. The District maximum contribution to medical benefits (not inclusive of vision and dental) shall be a floating cap that takes into account a basic District contribution plus a supplemental amount set forth in A.1 and A.2 below.

A.1 The District shall contribute \$122 per month or the amount currently established by the Public Employees' Medical and Hospital Care Act ("PEMHCA") per eligible member per month. This amount shall be the basic District contribution for health insurance.

A.2 In addition, the District shall contribute for each eligible unit member a supplemental amount per month as described below:

The District's maximum supplemental contribution to medical benefits (not inclusive of vision and dental) shall float at the rate of the weighted average of the second highest eligible plan offered by CalPERS and the third highest eligible plan offered by CalPERS less the basic District contribution as defined in A.1 above. The rate shall be calculated annually by factoring in the second highest plan twice, the third highest plan once and dividing the sum by three (3) and then deducting the annual amount of the basic District contribution as defined in A. 1.

For illustration purposes: the annual premium for the 2nd and 3rd highest CalPERS Plan for a single person medical coverage is \$10,447.20 and \$10,208.04, respectively. Hence, the floating supplemental contribution for such an individual would be $\$31,102.44[2(\$10,447.20) + \$10,208.04]/3 = \$10,367.48$ based on the 2015 rates), less \$1,464.00 per year (the 2015 basic District contribution rate), resulting in a supplemental amount of \$8,903.48 annually.

The floating cap is applied to the applicable tiered allocation of one party, two party and family rates.

Unit members working less than 50% are not eligible for participation in the PERS Health Plan. Part-time unit members working 50% or greater are eligible for prorated benefits (See Article 9).

B. Enrollment: Upon initial employment with the District, a unit member must enroll in the insurance plans offered by the District or sign a waiver releasing the District from its obligation. In the case of health insurance, the unit member must select one of the CalPERS plans that are offered. Coverage becomes effective the first day of the month following the date the District Business Office receives the completed Health Benefit Enrollment form, subject to the processing requirements of the carrier. The completed Health Benefit Enrollment form must be received by the District Business Office by the 20th of the month preceding the effective date. Transfer from one carrier to another is subject to the provisions of CalPERS.

The parties agree to provide a "cash in lieu" option to employees who decline the health and welfare benefits offered by the District at the following monthly rates for eleven (11) months, in

accordance with the Waiver of Coverage.

Employee only: \$200/month

Employee + dependent: \$250/month

Employee + 2 or more dependents: \$300/month

In order for the parties to evaluate the effectiveness of the "cash in lieu" option, thirty days after the end of each Open Enrollment period, the District will provide the Association with the number of members who have declined health and welfare benefits in each of the three categories.

This option will be provided as long as the District remains with CalPERS and/or as long as CalPERS does not apply any penalty or change the policies regarding providing a "cash in lieu" option. In these circumstances, the District will meet and confer with CHSTA leadership to review options.

C. Retiree Benefits

1. Retired Employees: The District agrees to contribute the current amount required by PEMCHA per eligible retiree per month for the life of the employee as set forth in Government Code section 22892 or any successor provision. If the District and Association agree to terminate participation in the **PERS** medical insurance plan, the District shall have no further obligation for payment of the basic contribution per retiree.

D. Carriers: The District currently provides health insurance coverage to bargaining unit members through CalPERS, as the provider. The parties recognize and agree that while CalPERS is utilized as the provider of health insurance coverage to bargaining unit members, CalPERS has the unilateral ability to determine which carriers it offers for the provision of health insurance benefits. In the event that CalPERS changes health insurance carriers, and subject to any agreement reached by the parties while negotiating the effects of such decision, the parties agree that the District will not be responsible for reimbursing bargaining unit members for any changes in:

1. Co-pays,
2. Deductibles, or
3. Other out of pocket expenses for which bargaining unit members are responsible - exclusive of the bargaining unit member's contribution requirements under the floating cap set forth in Section 19(A).

Any change in health insurance provider must be mutually agreed upon through negotiations.

In addition, the District is not responsible for reimbursing unit members for changes in co-pays or deductibles made by CalPERS when there is no change in carriers offered by CalPERS. In the case that CalPERS makes a substantial change in deductibles and/or co-pays without changing carriers, the Health Benefit committee shall convene immediately to

investigate changing providers and make a report to the parties within one month at which time negotiations shall commence.

The District shall include registered domestic partner coverage for employees. Employees are responsible for satisfying any CalPERS or plan requirements, including providing documentation, to obtain such coverage.

The District shall maintain health benefits that comply with applicable law, including any legally required fertility-related coverage as well as gender affirming care, including hormone treatment, gender affirming surgeries, and mental health services, and other services specifically deemed medically necessary by a doctor to affirm someone's gender, as provided under the terms of the applicable health plan(s). Eligibility for fertility-related benefits, if any, shall be administered in a non-discriminatory manner consistent with applicable law and the terms of the health plan.

In the event that California law ceases to require health insurers to provide coverage for gender affirming care and if there are no insurers available through CalPERS which offer coverage for gender affirming care, the parties agree to immediately re-open this Article of the contract for the purpose of reviewing options to potentially maintain coverage for CUHSD employees requiring access to gender affirming care.

- The parties agree that they will meet within 30 days of either party notifying the other of a change in available coverage necessitating the re-opener.

- E. Unit members are responsible for providing information with dependency eligibility verification audits from CalPERS.
- F. Based on the present state of the law concerning the Affordable Care Act ("ACA"), and subject to Article 19.D, the parties desire to maintain the present level of health benefits. However, to address health plan requirements (Government Health Plan Requirements) adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage. The District and the Association also agree to reopen the Agreement to bargain any change required by the ACA regarding the imposition or pending imposition of an excise tax during the term of the Agreement due to coverage which violates maximum value coverage under the ACA (the "Cadillac Tax"), and to negotiate regarding the Cadillac Tax, including, but not limited to, how the Cadillac Tax will be apportioned between the parties.

ARTICLE 20: RETIREMENT

A. Definition: Unit members who meet the following criteria and requirements may elect to serve the District in a limited capacity after their retirement for a period of up to five (5) years or until retiree reaches age 60, whichever comes first, with annual compensation up to the maximum provided under STRS regulations:

B. Eligibility

1. Applicants must have a minimum of 10 full years of service with the District in a full-time position requiring certification.
2. Applicants must have attained a minimum age of fifty-five prior to September 1 of the year in which participation in this program would commence.
3. To participate in this plan, the applicant must be retired as of July 1 of the year participation in the program commences so that no relationship then exists with the District as of that date.
4. Candidates must file applications by November 1 of the year previous to the school year in which participation would commence.
5. Tentatively approved applicants must submit their resignations to the Board and Superintendent no later than March 1 of the year previous to the year in which they intend to participate.

C. Selection

1. The Superintendent or designee shall select from the applicants meeting the minimum criteria and requirements those persons who can provide unique activities and services to the District based on their expertise and experience.
2. The determination as to the particular employees to be selected for this program shall rest within the exclusive discretion of the Superintendent or designee.

D. For those selected by the Superintendent or designee to serve for the District, a contract shall be executed by the retiree and the District that shall provide as a minimum:

1. The retiree shall perform such services as may be mutually agreed upon.
2. Such services shall be based upon the unique expertise and experience of the employee

and shall meet a need of the District identified by the Superintendent.

3. Providing that services are satisfactorily performed, the retiree will be assured of annual contract renewal for a maximum period of five years or until the retiree reaches age 60, whichever comes first. Individual contracts are reviewed annually and may be renewed for each subsequent year based upon need as determined by the Superintendent.
4. The retiree may withdraw from the program at the end of any year but is not eligible for re-employment by the District.

E. Compensation

1. The maximum to be paid under the plan shall be that which is permitted by law or STRS regulations, the exact amount to be mutually agreed upon by the employee and the Superintendent based on the nature of the services rendered.
2. Payments shall be made in amounts and at times as mutually agreed to by the parties, but in no event shall the full amount be paid until the Superintendent or designee has determined that the services agreed to have been successfully completed.
3. During the term of the contract, the retiree shall be covered by the District's medical, dental and vision insurance to the same extent provided for all regular unit members.
4. Since the retiree is drawing retirement benefits under STRS, he/she is not eligible for sick leave, vacation, or any other employee benefits.

F. Retirement Recognition

Program The unit member must:

1. Submit a written request, no later than January 15, for retirement effective at the end of the school year.
2. Be at least 55 years of age by August 31st of the year in which the unit member retires.
3. Have completed 12 years of service with this District.
4. Be in paid status through the end of the school year in which the unit member retires.

Retirement Recognition Benefit

1. Unit members who retire between the ages of 55 through 59 shall receive a payment of \$2,200 per year for five (5) years.
2. Unit members who are at least 60 years of age on August 31st and retire shall receive a

payment of \$3,520 per year for five (5) years.

3. The annual payment shall be made by October 1st . The first payment shall be made by October 1st of the calendar year in which the unit member retires.
4. CHSTA may elect to increase the Retirement Recognition stipends prospectively for unit members who retire the end of the school year, and the parties agree that the cost of the stipends for the group of retirees who have retired in the preceding year shall be included in bargaining unit expenses in the Revenue Sharing Program.

Term of Retiree Program

This retiree recognition program shall expire on June 30, 2014.

G. Retirement Service Program

- A. Definition: Unit members may apply to serve the District in a limited capacity after their retirement.
- B. Selection
 1. The Superintendent or designee shall select from the applicants those persons who can provide services to the District based on their expertise, experience, and the needs of the District.
 2. The determination as to the particular employees to be selected for this program shall rest within the exclusive discretion of the Superintendent or designee.
- C. For those selected by the Superintendent or designee to serve the District, a contract shall be executed by the retiree and the District.
 1. Any retired unit member shall be paid the "super sub" rate of 150% of the regular substitute rate if the retiree is deemed highly qualified under NCLB in the subject the retiree is teaching as a substitute. Retirees who agree to substitute in courses for which they are not highly qualified shall be paid the regular substitute rate.
 2. The retiree may indicate an interest in teaching a section(s) in a subject for which the retiree is credentialed and experienced. If there is an available section for which the retiree is credentialed, the retiree shall be given the right of first refusal to teach the section(s). The placement on the current salary schedule shall be the same as the placement at the time of retirement.

D. Benefits

The retiree is eligible for prorated sick leave, but the retiree is not eligible for any other employee benefits.

H. Early Notification of Retirement Benefit

Eligibility:

1. Written submission by February 15 of the District's separation form, indicating retirement effective at the end of the school year.
2. Be at least 55 years of age by August 31st of the year in which the unit member retires.
3. Have completed 12 years of service with this District.
4. Be in paid status through the end of the school year in which the unit member retires.
5. Submission to Human Resources office verification of STRS retirement date effective on or before August 31.

Benefit:

1. One-time payment of \$1,500, to be paid in the last pay period of the school year.

ARTICLE 21: ACADEMIC FREEDOM

A. Instruction

1. It is the policy of the District that all instruction be fair, accurate, objective, and appropriate to the age and maturity of the student(s). Accordingly:
 - a. Topics selected for instruction must be within the emotional and intellectual capacity of the students in the class, and shall be within the content of the District-approved course outline of the subject and state framework.
 - b. A unit member shall present all sides of the subject in an impartial and unprejudicial manner, without teacher use of classroom privileges and prestige to promote a partisan point of view.
 - c. In performing teaching functions, unit members shall have reasonable freedom, within the bounds of the law, to express their opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.
2. When unsure of the appropriateness of certain material or a proposed method of presentation, teachers should request guidance and assistance from the administrative staff.
3. The District has no power or authority to add to or take away from any unit member's personal rights or freedoms guaranteed by law.

ARTICLE 22: MISCELLANEOUS PROVISIONS

1. Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. A unit member's notification to the Board that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification or the Superintendent accepts the resignation consistent with Board policy.

ARTICLE 23: NO STRIKE, NO LOCKOUT

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

ARTICLE 24: SAVINGS

If any article, section or provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent required by such court decision, but all other provisions of this Agreement shall continue in full force and effect up to and including August 31, 2016. Should a provision of this Agreement be deemed by a court of competent jurisdiction as contrary to law, or if a provision of the Agreement is affected by a change in legislation, the parties agree to meet as soon as possible at mutually agreeable times to renegotiate the provision or provisions affected.

ARTICLE 25: EFFECT OF AGREEMENT

Complete understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals and counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understanding and agreements arrived at after the exercise of that right and opportunity are set forth herein.

ARTICLE 26: DURATION

This Agreement shall be effective as of July 1, 2026 and shall remain in full force and effect up to and including June 30, 2029 contingent upon the agreements in Article 18 In the 2027-28, for the 2028-2029 school year, the parties may reopen negotiations limited to two noncompensation issues of each party's choosing.

ARTICLE 27: CALENDAR

- A. This District will develop a suggested calendar for the subsequent school year and present it to the Association as early in the school year as possible.
- B. Within 30 days, the Association will either affirm the proposed calendar or submit an alternative calendar for consideration by the District.
- C. If the Association submits an alternative calendar, the parties will attempt to reach mutual agreement on a calendar, within the next sixty (60) days.
- D. Both parties will submit the agreed upon calendar to the Board for final approval. If the parties cannot reach mutual agreement on the calendar, the Board will determine the final calendar.
- E. If changes in programs, grading periods, or law demand modifications of the school calendar, the parties will re-enter the above process.

ARTICLE 28: ADULT EDUCATION

A. Employment Status

1. Full-Time Status

A full-time teacher is one who works at least thirty (30) hours per week for at least seventy-five percent of the days the regular schools are in session. For purposes of determining full-time status, the number of days of the school year is 180 school days, excluding summer school.

2. Complete School Year

A bargaining unit member who, in any one school year, has worked at least 75% (or 135 days) of the number of days the regular schools are in session, shall be deemed to have served a complete school year. The effective date of this calculation is the first date of paid service for each year worked in the District.

3. Probationary Status

Bargaining unit members who are employed for more than 60% of the hours per week considered a full-time assignment for permanent employees and who have worked 75% of the number of the days of the school year, but who have not yet served for two (2) consecutive complete school years shall be designated as probationary employees.

4. Temporary Status

A unit member who is employed to teach adults for not more than 60% of the hours per week considered a full-time assignment for permanent employees shall be classified as a temporary employee.

5. Permanent Status

- a. Unit members who have been employed by the District for two (2) consecutive complete school years in a position requiring the employee to work more than 60% of the hours per week considered a full-time assignment for permanent employees and who are reelected for the next succeeding school year shall at the commencement of the succeeding school year be classified as permanent employees of the District.
- b. The level of permanent status shall be equivalent to the average number of hours per week the bargaining unit member worked during his/her probationary period.

B. Evaluation Procedures

The Evaluation Procedures set forth in Article 12 shall apply to Unit B with the exception of the following. It is understood and agreed to by both parties that observations and evaluations as well as the implementation of improvement plans as set forth in Article 12 as it relates to Unit B unit

members will be conducted in relation to the seventeen (17) Adult Education Instructor Competencies.

1. Frequency of evaluation

The District will evaluate temporary bargaining unit members at least once in the bargaining unit member's first two years of employment with the District and thereafter temporary bargaining unit members may be evaluated at the District's discretion.

2. The Final Summary Evaluation

- a. Unit members will receive a final summary evaluation detailing their progress in relation to the seventeen (17) Adult Education Instructor Competencies of the U.S. Department of Education, Office of Vocational and Adult Education.

C. Leaves

Article 16 applies to Unit B unit members unless this Section contains conflicting language, in which case Article 28.C will supersede any conflicting Article 16 provisions.

1. Personal Illness and Injury Leave

- a. Each unit member shall accrue one (1) hour of paid leave for personal illness or injury ("sick leave") for each eighteen (18) hours of work. For bargaining unit members who work 1,080 hours per year this equates to ten (10) days of sick leave per school year. After a bargaining unit member has worked 1,080 hours per year, he/she no longer accrues sick leave for that school year.
- b. If a bargaining unit member does not use the full amount of leave authorized in Article 28.C. 1.a above in any school year, the amount not used shall be accumulated from year to year.
- c. At the beginning of each school year every teacher shall receive a sick leave allotment for the school year. Full-time bargaining unit members shall be entitled to sixty (60) hours paid sick leave per year, to be credited at the beginning of the employment year. Part-time bargaining unit members shall be entitled to a pro-rated percentage of sixty (60) hours paid sick leave per year, to be credited at the beginning of the employment year. A teacher may use his/her credited sick leave at any time during the school year.

The remaining provisions of Article 16.A shall apply to Unit B unit members.

D. Transfers/Assignments

1. Teaching assignments are made at the discretion of the District. Bargaining unit members shall be considered for positions for which they are credentialed, experienced, and qualified. New classes and vacant positions will be posted and shared with all CACE

teachers, and teachers may submit their interest in the assignment.

2. The District also may, in its discretion, transfer, reassign, and/or determine the work location of a bargaining unit member. This may include course modalities, including online and hybrid classes.

Such decisions may be made for reasons, including, but not limited to the following: program needs, budgetary considerations, levels of community interest/need, class enrollment, attendance, qualifications and experience of the employee, possession of teaching credentials, equipment and/or facility availability, and job market needs. If a bargaining unit member is transferred, reassigned, and/or has his/her work location changed, the District, will upon written request, provide a rationale for its action.

3. If a bargaining unit member is not assigned to a class that he/she worked in the previous term, the District, will upon written request, provide a rationale for its decision.

4. Assignment Notices

The District will provide tentative written assignment notices for the following school year to all bargaining unit members before the end of the current school year. The District will also provide tentative written assignments during the school year to unit members, as applicable.

E. Retirement

1. For the purposes of Education Code section 22138.5, the annual number of hours of creditable service needed to attain a 1.0 STRS service credit shall be 1,080. Creditable compensation beyond 1,080 hours shall be credited to the Defined Benefit Supplemental Program. No bargaining unit member may earn greater than a 1.0 STRS annual service credit.
2. Bargaining unit members working 50% of full time, as defined in this Article, or more in one pay period shall be automatically enrolled and receive the appropriate pro rata percentage of a 1.0 STRS annual service credit.
3. Unit members working less than 50% of full-time may voluntarily enroll in STRS, if allowed under applicable law.

F. Compensation

2026-2027 School Year

1. The salary for the 2026-27 School Year shall increase 3% per cell on the salary schedule effective July 1, 2026.
2. The salary schedule shall increase by an additional 1% effective March 2027, with a retroactive payment for July-February distributed within 30 days.
3. The parties agree to develop an equitable plan for incorporating the Unit B salary schedule into the Revenue-Sharing Formula described above in Article 18.

2027- 2028 School Year

1. The parties agree that for the 2027-2028 school year, the salary schedule will increase by at least 3%, and the agreed upon Revenue-Sharing Formula or sample model included in Exhibit A applied according to Article 18 2026-2027 6.a and 6.b will be used to apply any *additional* salary schedule increase if the formula determines the salary schedule increase to be greater than 3%. If the formula determines the salary schedule to be less than 3%, the salary schedule will still increase by 3%.

2. The 2027-2028 salary schedule adjustment will become effective in the March 2028 end-of-month pay warrant, with a retroactive payment for July 2027-February 2028 distributed within 30 days.

2028-2029 School Year

1. If the 2027-2028 property tax revenue growth is equal to or greater than 4.5% and the Negotiated Revenue-Sharing formula implemented in 2027-2028 generates at least a 3% salary schedule increase, the parties agree to implement the Negotiated Revenue-Sharing model in 2028-2029.
2. If the 2027-2028 property tax revenue growth is equal to or greater than 4.5% and the negotiated revenue-sharing formula implemented in 2027-2028 does not generate at least a 3% salary schedule increase, the parties will meet until December 15, 2028 to refine the negotiated revenue-sharing formula prior to implementation in 2028-2029.
 - a. If no agreement on improvements to the Revenue-Sharing Model is ratified by December 15, 2028 then the parties will undertake successor agreement negotiations as described in Article 26 (Duration).

Extended Planning and Preparation: Adult education teachers are provided 15 minutes classroom prep time for each three hour block for teachers in ESL, High School Equivalency and Pre-High School Equivalency and Career Education classes. The additional 15 minutes does not include ESL FLEX and High School Diploma programs where instruction is individualized.

Community Site Teacher Stipend: Due to the organizational demands of teaching at a community site (local libraries, elementary schools, community centers) teachers at these sites will be compensated at \$1,000 per semester.

Professional Development: When professional development is scheduled for CACE members during their regular work day, any member not scheduled to work during that time shall receive their regular hourly rate for attending.

1. Each adult education teacher shall be assigned a specified number of classes to teach. Each class assignment shall consist of a number of unit-hours.

The District shall pay each unit member a wage, which shall be determined by multiplying the rate set forth in the schedule attached hereto as Appendix A by the number of unit hours assigned to the unit employee. The rate per unit-hour of assignment, and the corresponding wage for unit members includes, as applicable, the employee's classroom duties (or, in the case of non-classroom teachers, scheduled duties) as well as related professional duties. Such professional duties include, but are not limited to, the following: planning instruction; preparing lesson plans; preparing and selecting instructional materials; reviewing and evaluating the work of students; communicating

and conferring with students, parents, staff and administrators; maintaining appropriate records; supervising pupils both within and outside the classroom; attending and cooperating in community and open house activities; participating in staff development programs, professional activities related to their assignment and otherwise keeping current with developments within their areas or subjects of assignment; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

The District further agrees that to the extent that the District requires a bargaining unit employee to attend meetings beyond the duties/responsibilities contemplated by the unit-hour rate in Article 28.F, the District will compensate the bargaining unit employee at the employee's unit-hour rate.

Effective for the 2016-17 school year, unit members are eligible to receive an annual Master's and Doctorate degree supplement in the same amount as Unit A members upon filing with the District a copy of the appropriate degree(s) earned by the unit member in an accredited institution in the fields of education or in one of the teaching specialties offered in the District's schools.

Part-time unit members will receive a prorated amount of the supplement based upon the unit member's full time equivalency. Such filing must be made no later than September 10th of the school year in which the supplement is to be paid. The amount of the supplement will be increased by the same percentage increase as is agreed upon for the salary schedule in the applicable school year. This supplement shall apply to up to two advanced degrees and shall be paid in monthly installments as part of regular salary payments.

Effective with the 2017-18 school year, the District created two (2) Department Chairperson positions. Each position will be compensated at the same rate as Unit A, with each Department Chairperson being responsible for fulfilling the applicable expectations articulated in Appendix D.

The District agrees to add a longevity stipend of 3% at year 10 and every 5 years after that.

The remaining provisions of Article 18.A shall apply to Unit B unit members.

G. Health and Welfare Benefits

Except as provided below, Article 19 applies to Unit B employees:

The District offers each eligible bargaining unit member a fringe benefit package that includes medical, vision and dental coverage.

To be eligible for medical benefits in the PERS Health Plan, a unit member must be hired at 50% (15 unit-hours per week) or greater. Subject to the approval of CalPERS, coverage becomes effective the first day of the month following the date the District Business Office receives the completed Health Benefit Enrollment form, subject to the processing requirements of the carrier. Unit members working less than 50% are not eligible for participation in the PERS Health Plan. Part-time unit members working 50% or greater are eligible for pro-rata benefits (See Article 28, Section A).

ARTICLE 29: SPECIAL SERVICES

29.1 Preamble and Definitions of Special Education Terms

The provisions of the Agreement shall apply to Special Education teachers, social workers, nurses, and speech and language pathologists, except Article 8 (Class Size) to the extent it conflicts with language in this Article 29 as well as any portions of the Articles expressly limited in Article 29.

- 29.1.1 Special Education means specifically designed instruction and related services that meet the unique needs of the student with a qualifying disability. Within CUHSD, there is no "one-size-fits-all" approach to educating students with disabilities. Placement decisions must be individualized and made consistent with a student's IEP. CUHSD must ensure that a continuum of placements is available to meet the needs of students with disabilities for special education and related services in the least restrictive environment.
- 29.1.2 Specialized Academic Instruction (SAI) is the primary service provided to students who qualify for special education and is available at all Campbell Union High School District school sites. Depending on the particular needs of the student, SAI may include one or more of the following:
 - 29.1.2.1 Consultation between a special education teacher and general education teacher(s) to assist in providing instructional, assessment adaptations, and behavioral interventions, which allow students with special needs to benefit from their general education classes.
 - 29.1.2.2 Monitoring of students by a special education teacher through appointments, goal updates, and/or school-home communication.
 - 29.1.2.3 Instructional support provided by a special education teacher or instructional aide to help students with special needs progress in their classes by assisting with the understanding of assignments and information being presented, and modifying work to accommodate students' special needs. Instructional support may be provided in a general education class or separate classroom.
 - 29.1.2.4 Collaborative/Team Teaching in which a special education teacher and a general education instructor teach a class together that includes both general and special education students.
- 29.1.3 Inclusion for students with disabilities is defined as securing opportunities for disabled students to learn alongside their non-disabled peers in general education classrooms when appropriate for educational benefit and in accordance with a student's Individualized Education Program (IEP).

29.2 Caseloads and Class Sizes

- 29.2.1 Caseloads are determined by the District in consultation with appropriate Special Education teachers annually. Placement decisions are based on the following, including but not limited to:

- 29.2.1.1 Severity of disability
- 29.2.1.2 Counseling needs
- 29.2.1.3 Behavioral needs
- 29.2.1.4 Aide supports
- 29.2.1.5 Student/ teacher ratio
- 29.2.1.6 Designated services

29.2.2 Caseload and Class Size Overage Parameters

If a teacher has more students on their caseload than their intended maximum for more than 15 days per semester, the teacher will be eligible to receive a stipend in the amount of \$5.00 for each student for each day over their intended caseload maximum per semester, provided, however, that the \$5.00 per student per day stipend will only be paid to the teacher for each day in excess of 15 days in each semester where the teacher has more than the intended maximum number of students on his/her caseload. The payment will be made twice per year: In February and in June, accompanied by a report for each casemanager of their caseload overages.

29.2.3 SAI-Resource Caseload intended maximum: 25 pupils

29.2.4 SAI-Therapeutic Model (TM) Caseload intended maximum: 14 pupils

29.2.5 SAI-Severely Handicapped (SH)and Post-Secondary Caseload intended maximum: 14 pupils

If a teacher's caseload drops below nine (9) students, the District may assign the following duties:

- 29.2.5.1 Initial assessments
- 29.2.5.2 Academic testing for Annuals and Triennials
- 29.2.5.3 Assisting other teachers in like disciplines as needed

29.2.6 Adaptive PE

The caseload of an Adapted Physical Education teacher shall not exceed 60 students receiving direct/consult adapted physical education, and/or Special Design PE.

29.2.7 Class Size for SAI Core Courses

Individual class sizes are not intended to exceed 15 for SAI core courses by the end of the first 6-week grading period, unless otherwise specified within this Article. No SAI class period shall have more than two preps taught during any given class period, e.g. Math A and B, English 1 and 2.

29.2.8 Class Size for Academic Support Courses

The District will limit Academic Support courses in the SAI Program to 18 or fewer students and in TM and SH programs to 15 or fewer students by the end of the first 6-week grading period.

29.2.9 Class Size Overage

For each 6-week grading period after the first grading period, teachers who are teaching classes set forth in Article 29.2.7 and 29.2.8 are eligible for overage compensation of \$5.00 per day for every student over the intended class size.

29.3 Working Conditions for Special Education Teachers

This section applies to Special Education programs in which students require continuous supervision by a credentialed teacher due to safety considerations, including but not limited to Therapeutic Model (TM) and Severely Handicapped (SH). The working conditions described in this section are in addition to those in Article 14 (Hours and Work Year).

29.3.1 FTE Assignment and Preparation Periods

Therapeutic Model (TM) and Severely Handicapped (SH) teachers who are assigned six class sections without a prep shall be 1.2 FTE, and receive a stipend in the amount of the Department Chair. When possible, SH teachers shall be offered the option of a prep period in lieu of the additional 0.2 FTE.

29.3.2 Duty-Free Lunch

Because students in the programs identified in Section 29.3.1 require continuous supervision for safety purposes and cannot be left unsupervised or released without appropriate arrangements, it is the responsibility of the site administrator to arrange credentialed or authorized coverage (e.g., instructional aides per Ed Code 44814) for students during each teacher's duty-free lunch period. A teacher shall not be required to give up their duty-free lunch as a condition of any expectation or assignment. It is not the teacher's responsibility to request or arrange coverage for their duty-free lunch.

29.4 Case Management:

29.4.1

- a. All case managers are expected to maintain documentation of all parent contact/communication, parent-teacher conference, student-teacher conferences and any other communication related to the implementation of IEP services. All communication will be logged in the digital Service Log section of the Selpa Information Records and Analysis Support System (SIRAS) - or the current special education student information system.
- b. IEP summaries should be delivered to all regular classroom teachers in a timely manner.

- c. The work year for special education teachers who serve as case managers will include an additional eight (8) hours on or off-site prior to the first student school day, paid at the per diem rate.
- d. Special education teachers who are hired without SIRAS experience shall be provided the opportunity for at least an additional four (4) hours of training, paid at the Professional Development rate in Appendix B Part 2. The training may be provided via the District or by a Special Education teacher pursuant to Article 14 D Professional Development and Appendix B Part 2.

Case managers will be expected to:

- 1. Audit course schedules to address programming errors for students on their caseload and communicate all schedule changes to the school counselors. All schedule change recommendations will be communicated to the school counselors prior to the first instructional day and
- 2. Upload IEP summaries/profile sheets including accommodations by the fourth instructional day

In the event that a case manager cannot complete items 1 and 2 above within the described timelines, they shall notify their site administrator of their progress, and their need for additional time.

- 29.4.2 Regular communication between Special Education case managers and mainstream teachers should be the norm.
- 29.4.3 At all times, the integrity and confidentiality of the IEP process shall be maintained.
- 29.4.4 Special Education SAI teachers will be provided a "Testing/IEP" section within their assigned class scheduled to be finalized by Administration. This section does not apply to teachers in the following programs: TM, SH, and Satellite/Beacon.
- 29.4.5 Assessments
Teachers will not be required to conduct more than 9 assessments per school year. When a need to conduct additional assessments is identified, an administrator will first consult with the CHSTA president or designee before making any requests of a teacher. A teacher may agree to conduct more than the required number of assessments per school year. In such cases, the teacher will be compensated for their time spent at the Professional Development rate in Appendix B Part 2.

Teachers shall be provided up to 4 hours of paid Professional Development or be provided as an option during Professional Development days, training in any specific assessment required for student testing when they have not previously administered that assessment or the assessment is updated.

The parties agree that any special education teacher will have their work year increased by one day, paid at the per diem rate for each teacher, for the purpose of attending professional development offered by the

District. The professional development will be developed in collaboration with CHSTA. CHSTA will have the opportunity to appoint a minimum of two representatives for a collaborative planning committee.

29.5 Inclusion Guidelines:

29.5.1.1 Staffing should be adequate to provide: manageable Special Education caseloads, curricular support, and a distribution of support resources in regular classroom sections proportional to the placement of IEP students in those sections within the fiscal constraints of the District.

29.5.1.2 The District and unit members will work collaboratively to support students and teachers when challenges arise from the inclusion of Special Education Students in order to provide a continuum of placement options in the least restrictive environment (LRE). If an issue arises regarding the inclusion of a student with special needs in the general education setting, the general education teacher should contact the appropriate support staff, including but not limited to:

29.5.1.2.1 Special Education Case Manager(s) for the student(s) concerned.

29.5.1.2.2 Special Education Department Chair.

29.5.1.2.3 Assistant Principal or Principal.

29.5.1.2.4 Site Program Specialist or District Special Education Staff.

29.5.1.3 Instructional Support:

Instructional Aide support shall be provided as a component of SAI services and in accordance with applicable Education Code requirements.

29.5.1.4 Speech and Language Pathologists (SLPs)

The maximum caseload for SLPs is 55 students.

29.5.1.4.1 Hours and Work Year

- A. SLPs' required time on site shall not exceed the equivalent of the time required on site of a 1.0 FTE teacher, and the work day shall be determined by the site Principal. The SLP may consult with the Department Chair.
- B. SLPS shall be expected to be on campus for the same meeting days and times as teachers at their school site, and perform duties and responsibilities as laid out in 29.6.1.1 during that time.
- C. 30-minute duty free lunch must be scheduled; it may not coincide with bell schedule.

29.5.1.4.2 Duties and Responsibilities

- A. SLPs shall be responsible for the scheduling of speech services.
- B. The schedule for speech services shall be provided to Special Education Department administrators and/or staff as permissible by law upon request.
- C. SLPs duties do not include case management.
- D. SLPs will be notified of evaluation for speech services at the time the District determines that testing will take place.
- E. SLPs will be sent the assessment plan by psychologist by email within three (3) work days of receiving it back with the Parent/Guardian signature.

29.5.1.4.3 Salary Schedule

- A. Shall be on the CHSTA Unit A Salary schedule
- B. For newly hired SLPs, the District will provide credit on the salary schedule of 8 years of service credit, or number of years of actual verified prior service as set forth in the collective bargaining agreement between the parties, whichever is higher.
- C. All years of work related experience, including those years required for certification, shall be granted for salary purposes. Experience credit shall be reviewed and pay shall be based on what bargaining unit members with the same amount of experience credit are compensated.
- D. Continuing Education Units may be earned following the procedures of Appendix

29.5.1.4.4 Evaluation / Supervision

- A. The administrative designee shall be the SLP's direct supervisor.
- B. SLPs shall be evaluated through the Project-Based Evaluation described in Article 12.

29.5.1.4.5 Other

- A. SLPs shall be afforded rights under Article 17 - Transfer.
- B. SLPs will be provided with space to provide services that assures confidentiality and is adequate for six individuals in order to provide group therapy.

C. All articles from this CBA will apply to SLPs with the exception of the following:

- Article 8: Class Size

29.6 Activities and Chaperone Duties for the Post Secondary Program

29.6.1 Post Secondary teachers shall participate in assigned activities each school year based on site need, identified by the site administrator in consultation with the site CHSTA representative. Teachers shall commit to participating in activities outside of the school day, not to exceed a total hourly commitment of 8 hours in an academic school year. With prior administrative approval, teachers may voluntarily participate in activities above and beyond two activities a semester and/or 8 hours annually. For any activities beyond the above listed requirements teachers will be compensated at the hourly professional development rate.

a. The program administrator and site CHSTA representative shall determine a process to timely and equitably assign activities to teachers each school year. Each teacher will receive their activity assignments within two weeks of the start of the school year.

29.6.2 In lieu of teacher chaperone duties as presented in Article 14 (Hours and Work Year) Paragraph 3, teachers in the Post Secondary Program will attend and assist with the program's graduation ceremonies during the regular school day. All teachers will attend both graduation ceremonies (one in December and one in June), and each teacher will assist with the setup and logistics for one graduation ceremony each year.

29.7 Social Workers

29.7.1 Hours and Work Year

- May be assigned to work year longer than teachers as defined in Article 14. If so, they shall be paid at their daily rate of pay.
- The on-site work day shall not exceed the maximum potential length of a teacher's instructional day at the same school site.
 - Social Workers shall be expected to be on campus for the same meeting days and times as teachers at their school site, and perform duties and responsibilities as laid out in 29.7.2 during that time.
 - If an urgent student need results in a Social Worker being required on campus for more than thirty minutes beyond their defined on-site work day, they shall be given a choice between additional hourly compensation at the Professional Development rate in Appendix B, flexible calendar, and/or some combination thereof by mutual agreement between the Social Worker and the District.

- 30 minute duty free lunch must be scheduled, may not coincide with bell schedule

29.7.2 Duties and Responsibilities

- Facilitates and provides individual and group counseling services for students
- Facilitates psycho-education groups based on need
- Provides supportive counseling to address and assess individual and collective student needs, linking students and families to additional services at school or in the community as needed
- Collaborates with site administration to create an emotionally healthy school atmosphere for students
- Assists with crisis intervention and school safety planning, including suicide assessments, triage due to a catastrophic event, and assisting students with severe trauma
- Monitors student treatment services, manages referrals, and manages caseloads for self, interns, and providers including facilitation of Coordination of Services Team (COST) when requested.
- Participates in Coordination of Services Team (COST)
- Identifies resource needs and accesses outside providers to provide additional services based on student needs (healthcare, rental assistance, etc.)
- Assists with school wide events and programs
- Oversees parent communication and assesses family resources
- Conducts site needs assessment and provides direct training to staff and facilitates outside trainers/speakers for families and teachers/staff
- Maintains files and records while maintaining confidentiality; manages student counseling records and documentation of services, including documenting services for the purposes of Multi Payer Fee Schedule (MPFS)
- Develops reports as needed for agencies/school
- May supervises up to two interns
- Given the community engagement projects developed and hosted by Social Workers, no chaperone duties or activity points will be required
- Coordination of School Linked Services (SLS) requirements

29.7.3 Salary Schedule

- Shall be on the CHSTA Unit A Salary schedule
- All years of work related experience, including those years required for certification, shall be granted for salary purposes. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
- Continuing Education Units may be earned following the procedures of Appendix A.
- Licensed Clinical Social Workers may receive the advanced degree stipend provided they do not exceed the maximum number of advanced degree stipends in Appendix A.

29.7.4 Evaluation/Supervision

- The site principal or Superintendent's designee shall be the Social Worker's direct supervisor.
- Social workers shall be evaluated through the Project-Based Evaluation described in Article 12.

29.7.5 Other

- All articles from this CBA will apply to social workers with the exception of the following:
 - Article 8: Class Size
 - Article 12: Evaluation
- Any access to district platforms shall be the same across District Sites.

29.7.6 Travel

- A mileage stipend of \$60 per month will be provided. Reimbursement for mileage traveled above the stipend will follow the guidelines of Article 18.I.

29.7.7 Social Worker Clinical Supervision

- Compensation
 - A properly licensed and/or credentialed individual will be compensated up to \$2500 to provide clinical supervision to a School Social Worker pursuing licensing and/or credential requirements at the rate of \$50 per hour.
- Eligibility
 - CUHSD will first seek a qualified CHSTA member to fulfill the necessary Clinical Supervision role. If no qualified CHSTA member is available, CUHSD

will seek a qualified Clinical Supervision from other district staff. In the event there is no qualified employee available, CUHSD will contract with an outside individual or agency.

29.8 Nurses

29.8.1 Hours and Work Year

- May be assigned to work year longer than teachers as defined in Article 14. If so, they shall be paid at their daily rate of pay.
- The on-site work day shall not exceed the maximum potential length of a teacher's instructional day at the assigned school site(s).
 - Nurses shall be expected to be on site for the same meeting days and times as teachers at their assigned school site(s), and perform duties and responsibilities as laid out in 29.8.2 during that time.
 - If an urgent student need results in a Nurse being required on site for more than one hour beyond their defined on-site work day, they shall be given a choice between additional hourly compensation at the Professional Development rate in Appendix B, flexible calendar, and/or some combination thereof by mutual agreement between the Nurse and the District.
- 30 minute duty free lunch must be scheduled, may not coincide with bell schedule
- In the case of a single bargaining unit member serving as district-wide school nurse for a school year, up to an additional 45 days will be provided at the per diem rate in order to compensate the member for the additional duties. If the situation does not last a full school year, the maximum number of additional days will be pro-rated. The member will have the ability to determine in which pay periods to exercise those days through the Extra Work Assignment (EWA) process.

29.8.2 Duties and Responsibilities

- Supervise and/or implement health needs of students.
- Supervise and/or implement state and federal health and safety codes.
- Supervise and/or implement health components of special education, federal and state regulations.
- Serve as a resource person for administration and staff regarding development and implementation of a health curriculum.
 - Coordinate and supervise health clerks and other health services staff.
 - Meet with administrative staff to determine the health needs of the District.
 - Plan and direct the mandated screening procedures for vision and hearing.
 - Supervise student health appraisal and recording.
 - Assess and evaluate the total health and developmental status of each pupil when appropriate.

- Confer with family medical advisors as necessary; interpret medical reports, recommendations, and instructions to students, parents and staff.
- Aid in prevention and control of communicable disease.
- Provide emergency care.
- Supervise personnel who administer medication to students under a doctor's prescription.
- Facilitate wellness program for district.
- Given the trainings and other wellness related duties hosted by nurses, no chaperone duties or activity points will be required.

29.8.3 Salary Schedule

- Shall be on the CHSTA Unit A Salary schedule
- All years of work related experience, including those years required for certification, shall be granted for salary purposes. Experience credit shall be reviewed and pay shall be based on what similar people with the same amount of experience credit are compensated.
- Continuing Education Units may be earned following the procedures of Appendix A.

29.8.4 Evaluation/Supervision

- The Director of Student Services shall be the nurse's direct supervisor.
- Nurses shall be evaluated through the Project-Based Evaluation described in Article 12.

29.8.5 Other

- All articles from this CBA will apply to nurses with the exception of the following:
 - Article 8: Class Size
 - Article 12: Evaluation
 - Article 28: Adult Education

29.8.6 Travel

- A mileage stipend of \$60 per month will be provided. Reimbursement for mileage traveled above the stipend will follow the guidelines of Article 18.I.

29.8.7 Cell Phone Stipend

- Either a cell phone will be provided or a nurse may choose to use their own cell phone and receive a stipend of \$80 per month.

29.9 Recruitment and Retention for Specific Positions

29.9.1 Recruitment

- A. The parties agree that the following steps shall be taken when there is a need to hire

Speech and Language Pathologists (SLPs) or school nurses (nurses).

1. The District shall recruit and advertise job openings utilizing some combination of the following:
 - a. Advertise in the relevant professional associations or journals including, but not limited to American Speech-Language Hearing Association (ASHA) for SLPs and the California School Nurses Organization and the Journal of School Nursing, published by the National Association of School Nurses for nurses.
 - b. Advertise on online job boards at area universities (e.g., SFSU).
 - c. Advertise on online professional job boards/websites, e.g. LinkedIn, EdJoin, etc.
 - d. Engage in recruiting efforts with universities that offer programs specific to the profession, including California State East Bay, the University of the Pacific, San Francisco State University, and San Jose State University for SLPs and Mission College, San Jose State University, San Francisco State University, and Cal State East Bay for nurses.
 - e. Attend career fairs.
 - f. Engage in advertising/recruiting efforts targeted at hiring SLPs and school nurses.
2. The District will develop recruitment materials that highlight the positives of working in CUHSD, including the following:
 - a. Health Care Benefits
 - b. Compensation
 - c. For SLPs, that Speech Pathologists are not case managers for students

B. The District will seek to increase its ability to attract and retain SLPs and school nurses by the following means:

1. For newly hired SLPs and school nurses, the District will provide credit on the salary schedule of 8 years of service credit, or number of years of actual verified prior service as set forth in the collective bargaining agreement between the parties, whichever is higher.
2. When authorized by the Board, the District will provide a hard-to-recruit hiring

bonus for SLPs and school nurses.

29.9.2 Filling Openings/Vacancies for Specific Positions

- A. In the event the District is not able to fill an open/vacant SLP or School Nurse position by hiring a qualified individual as a District employee, the District will provide written notice to the CHSTA President, outlining its efforts to fill an open/vacant SLP or school nurse position, and confirming that it has been unable to fill the position by hiring a qualified individual as a District employee.
- B. Within 3 calendar days of the District sending the notice referenced in Paragraph A, CHSTA may request a meeting with the District to discuss the District's efforts to fill the open/vacant position.
- C. Once the meeting in Paragraph B has occurred, or after the 3 calendar day period has expired for CHSTA to request a meeting, the parties agree that the District is authorized to and may fill the open/vacant SLP or school nurse position by contracting out for those services via an outside agency; a non-District employee, e.g. an independent contractor; or through any other source that is able to provide a qualified SLP or school nurse to fill the position. The term of the contract would, unless the parties' agree otherwise in writing, not exceed the conclusion of the school year in which the SLP or school nurse is hired. In the event the District has to contract out for SLP or school nurse services, it will continue to attempt to hire a SLP or school nurse as a District employee for the next school year. Nothing herein is intended to preclude the District from having such an outside hired SLP or school nurse provide services to District students in subsequent school years if it is unable to hire a qualified school nurse as a District employee.

Article 29.10 - Co-Teaching

Co-teaching is an instructional delivery approach in which general and special education educators share responsibility for planning, delivery, and evaluation of instruction for a class of students. In this model, general and special education educators teach a class together in a coordinated fashion.

1. Class Profile

- a. Whenever possible, co-taught classes will be limited to a total of 25 students. A minimum of 20% and a maximum of 25% of the co-teaching class will be composed of students with SAI service minutes.
- b. Should the class makeup fall below the minimum class profile percentages stated above, the class shall continue to be considered a co-taught class for the year.
- c. The IEP team will determine which students will be recommended for co-taught courses.
- d. Of the students without Individualized Education Plans in a co-taught class, best efforts will be made to create an equitable distribution of students with 504 Plans and

multilingual learners between the co-taught and non co-taught classes of the same course title.

- e. Best efforts will be made to balance the number of students with 504 plans and or multilingual learners between co-taught and non co-taught classes relative to the ratio of General Education students in the co-taught class.
- f. Students with SAI services that are speech services only will not be counted in the calculations in the minimum and/or maximum number of students with SAI services as part of a co-taught class.

2. Co-Teaching Assignments

- a. Principal or designee will ask for volunteers for co-teaching assignments. Before assigning a non-volunteer, the principal or designee will consider the potential impact of that decision.
- b. Written confirmation of co-teaching assignments shall be provided to all teachers prior to the start of the school year. Best efforts will be made to schedule a shared prep period for the co-teachers.
- c. Both of the teachers will be treated as the teacher of record, and have the same expectations to be present with students during the class period as any other teacher assigned to any course.

3. Professional Development & Planning

- a. In addition to existing teacher-directed collaboration time and a shared prep period, if provided, each member of the co-teaching team shall have up to twelve (12) hours of collaborative planning time in the summer or within the first 6 weeks of the school year. These hours shall be determined by the co-teaching team, scheduled outside of the normal work day, and paid at the hourly PD rate in
- b. Appendix B. These hours shall include time for developing shared work agreements, learning about effective co-teaching, and planning co-teaching lessons together.
 - i. If a shared prep period could not be scheduled, each member of the co-teaching team shall have up to eighteen (18) additional hours of collaborative planning time throughout the school year, paid at the Professional Development rate.

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APPENDIX A

CLASS PLACEMENT: Unit members will be assigned to a Classification Column on the above schedule in accordance with the requirements below:

- a. Class A: AB degree and 15 to 29 semester units earned after the degree.
- b. Class B: AB degree and 30 to 44 semester units earned after the degree.
- c. Class C: AB degree and 45 to 59 semester units earned after the degree.
- d. Class D: AB degree and 60 to 74 semester units earned after the degree, and either:
 - (a) an MA degree on file with the District; or (b) a minimum of 30 graduate semester units plus any combination of 30 semester units in the unit member's field of specialization or in education to be included as part of the above 60 to 74 semester units.
- e. Class E: AB degree and 75 or more semester units earned after the degree, and either:
 - (a) an MA degree on file with the District; or (b) a minimum of 30 graduate semester units plus any combination of 45 semester units in the unit member's field of specialization or in education to be included as part of the above 75 or more semester units.

INITIAL CLASS AND STEP PLACEMENT: Upon initial employment with the District, a unit member has 90 days in which to supply the District with official transcripts, credential(s), and evidence of prior teaching experience. Prior teaching experience will be granted for step placement subject to the following requirements:

- a. The nature and extent of the prior teaching experience shall be verified by an official statement from the previous employer(s).
- b. Such experience must be approved by the District as secondary public school teaching experience or comparable teaching experience.

UNIT APPROVAL: The unit member shall obtain, prior to enrollment, written approval of the planned course work from the Human Resources Department. The Human Resources Department, as part of its review process, will verify that the course work is deemed appropriately related to the unit member's assignment. If a unit member takes such course work without receiving approval from the District, any decision made by the District to accept or reject such course work will be final and not subject to review under the provisions of Article 10 (Grievance Procedure). After initial employment by the District, semester units earned will be given credit for class placement provided:

- a. Official transcripts of the completed course work are presented to the District by September 10th of the school year in which a class change is requested;
- b. All courses must be taken at an accredited institution, must require class attendance or individual work proportionate to the number of units earned, and must be upper

division or graduate level courses. (Courses with the same content, title or catalog number will be accepted only once.) Course work taken at a community college must meet the following criteria:

- (1) The course must relate directly to the teaching assignment of the teacher; and
- (2) A total of 15 semester units of community college work is the maximum that may be granted for salary advancement. In cases where present or anticipated District needs indicate, this unit limit may be waived.

EVALUATION REQUIREMENTS: Both class and step advancement on the Certificated Unit Salary Schedule are contingent upon satisfactory performance evaluations. In the event of more than one overall unsatisfactory rating on the Summary Evaluation report, a unit member may be retained at the class or step the unit member held at the time of the unsatisfactory rating, and shall continue at that class or step until the next annual pay period following the time at which the unsatisfactory performance is corrected, and shall be denied any longevity supplement that might otherwise be due the unit member until the next annual pay period following the time at which the unsatisfactory performance is corrected; however, should a unit member be in a position where he/she would normally advance in both class and step, the unit member would advance in class but not in step. In no case would a unit member be denied both of these increments. For the purposes of this provision, the "overall evaluation" referred to means the entry made at the bottom of the Summary Evaluation report by the Principal indicating whether or not an increment is recommended to be withheld.

SUPPLEMENTARY COMPENSATION: Unit members will receive additional compensation as part of their regular salary for possession of a master's/doctorate degree and/or longevity of service subject to the following provisions:

- a. Unit members will receive an annual Master's and Doctorate degree supplement in the amount indicated in the above schedule upon filing with the District a copy of the appropriate degree(s) earned by the unit member in an accredited institution in the fields of education or in one of the teaching specialties offered in the District's schools. Such filing must be made no later than September 10th of the school year in which the supplement is to be paid. The amount of the supplement will be increased by the same percentage increase as is agreed upon for the salary schedule in the applicable school year. This supplement shall apply to up to two advanced degrees and shall be paid in monthly installments as part of regular salary payments.
- b. Unit members will receive an annual longevity supplement in the amount indicated in the above schedule during the year following the completion of 15, 19, 23, 27 years of service when a minimum of 30 or more semester units earned after the AB degree have been filed with the District. This supplement is also to be paid in monthly installments as a part of regular salary payments.
- c. Effective September 1, 2004, longevity shall be modified as follows:

A maximum of thirteen (13) years of service outside the District will count toward longevity.

- d. Unit members with a Special Education credential, for any school year in which they are teaching in a Special Education capacity, shall receive a stipend equal to the Master's/Doctoral degree stipend in addition to any other stipends they are qualified to receive.

APPENDIX B

ADDED COMPENSATION/ ACTIVITY CLASSIFICATIONS

Effective July 1, 2023

Activity Pay for Stipends			
	Stipend Amount		Maximum# of personnel per site
Category: IV	\$4,325 Extended Season: \$400 stipend		
Competitive Sports Cheer (CSC) Head Coach			1
Traditional Competitive Cheer (TCC) Head Coach			1
Drama Production Advisor (2 plays)			1
Varsity Baseball Head Coach			1
Varsity Basketball Head Coach (1 boys & 1 girls)			2
Varsity Field Hockey Coach			1
Varsity Football Head Coach			1
Varsity Soccer Head Coach (1 boys & 1 girls)			2
Varsity Softball Head Coach			1
Varsity Swimming Head Coach			1
Varsity Track Head Coach			1
Varsity Volleyball Head Coach (1 boys & 1 girls)			2
Varsity Wrestling Head Coach			1
Marching Band Director (w/ sporting event performances and 3 competitions)			1
Varsity Water Polo Coach (1 boys & 1 girls)			2
Girls Flag Football Coach			
Category: III	\$3,430 Extended Season: \$400 stipend		
Badminton Head Coach			1
Band/Music Director w/ 3 performances			1
Cross Country Head Coach			1

Fall Tennis Head Coach			1
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Frosh/Soph Baseball Head Coach			1
Frosh/Soph Basketball Head Coach (boys)			1
Frosh/Soph Football Head Coach			1
Frosh/Soph Soccer Coach (boys)			1
Golf Coach (1 boys & 1 girls)			2
Jr. Varsity Basketball Head Coach (girls)			1
Jr. Varsity Field Hockey Head Coach			1
Jr. Varsity Soccer Coach (girls)			1
Jr. Varsity Softball Head Coach (girls)			1
Jr. Varsity Volleyball Coach (1 boys & 1 girls)			2
Jr. Varsity Water Polo Coach (1 boys & 1 girls)			2
Speech & Debate Advisor			1
Spring Tennis Head Coach			1
**Athletic Stipend (Requires District approval)			1
***Open Activity			1
Category: II	\$2,540 Extended Season: \$400 stipend		
Choir Advisor (2 performances)			1
Orchestra Advisor (2 performances)			1
Spirit Commission Advisor (Sideline)			1
Varsity Football Assistant			2
Music Festival Coordinator			1 Districtwide
Theater Festival Coordinator			1 Districtwide
Art Festival Coordinator			1 Districtwide
**Athletic Stipend (Requires District approval)			1
*** Open Activity			1
*** Open Activity			1
*** Open Activity			1
Category: I	\$1,630 Extended Season: \$400 stipend		
Track Assistant			3
Newspaper Advisor			1
Yearbook Advisor			1

Frosh/Soph Football Assistant (2 positions)		2
Wrestling Assistant		1
Swimming Assistant (1 boys & 1 girls)		2
Cross Country Assistant		1

Marching Band Assistant		1
*** Open Activity		1
*** Open Activity		1
*** Open Activity		1

Open Activities (in all categories) may not be used for Athletic Stipends. Undesignated Athletic Stipends (in all categories) may be used for Activity stipends in the corresponding category level.

EXPERIENCE BONUS

An experience bonus of \$250 will be paid after 5, 10, and 15 years to any activity participant in any category listed in Added Compensation.

Unused designated stipend reallocation

Subject to approval by the Superintendent or designee, an unused, designated stipend may be reallocated on a yearly basis. If the opportunity arises to use the stipend for its originally designated activity, the originally designated activity retains priority. Unused stipends may also be divided. In the instance where a stipend is intended to be divided, a Category IV stipend can be split into one Category II and one Category I stipend; a Category III stipend can be split into two Category I stipends. For instance, if a Marching Band Director stipend is not used, the stipend may be split into a Category II (Colorguard) and a Category I (Assistant drum coach).

New Sport

In the event that a change at the state level occurs (e.g. cheer being designated as a sport) that has an immediate impact at one of more school site, HR shall have the discretion on a short-term, single-year basis to approve a coaching stipend for said sport prior to bargaining, communicating the intention to CHSTA leadership. In the event that the Superintendent exercises this option, the District bargaining team should schedule a bargaining session with CHSTA within 30 working days to negotiate the issue to reach long term agreement.

Stipends in Appendix B may vary from school to school, and it should not be assumed that all activities listed are necessarily offered at the schools. In addition and at the discretion of the Principal, other activities not on this list may exist at individual schools to meet student needs.

CUHSD will provide CHSTA with information about all stipend allocations, including unfilled assigned and open allocations, at each comprehensive site twice yearly: by no later than October 1 and May 1 of each school year. This information will include the type of employee getting each stipend, the names of any CHSTA members receiving stipends, and how open and undesignated stipends are being used.

APPENDIX B-PART 2

SUPPLEMENTAL COMPENSATION

Supplemental Work	Rate
Professional Development: See Article 18, Section N	\$50 / Hour NOTE: PD rates were previously located in Article 14
Compensation for District wide initiatives and priorities: See Article 18, Section O	\$50 / Hour
Professional Development - Daily rate	\$350 / Day
Professional Development - Develop and present: See Article 14, Section 3	\$75 / Hour
Home and Hospital Instruction: 3 hours a week contact time with the student and 2 hours a week for teacher preparation, grading and other student-related activities	\$50 / Hour
CTE Curriculum Development: Curriculum development work described in Career and Technical Education grants.	\$50 / Hour
IEP Support: Development of IEPs for students not on a teacher/case manager's assigned caseload and / or development of IEPs for students temporarily assigned to a teacher/case manager's caseload.	\$50 / Hour
Language Interpretation: IEP meetings, parent conferences, etc.	\$35 / Hour
Classroom Relocation: Packing and unpacking due to construction.	\$35 / Hour
Teacher Ambassador: Supporting the recruitment and selection of high quality new teacher hires.	\$35 / Hour
Stipend-based teacher coach/mentor	\$2,000 / Teacher
Department Chair Stipend	\$7,250

Department Chair Responsibilities: Up to 75 hours	\$50 / Hour
Athletic Director Stipend	Equivalent to the Department Chair stipend. CUHSD & CHSTA agree to update the job description with additional duty of the seasonal heart screening process for athletes.
AVID Coordinator: In the event that there is not a release period	Equivalent to the Department Chair stipend.
Marching Band/Sports PE Program Coordinator	Equivalent to Department Chair for programs with students up to 100; \$1,000 additional stipend for programs with more than 100 students
Extended Learning/Intervention Support	Pro-rata hourly Preparation Time: Paid planning and preparation hours are allocated based on the number of students in attendance in the intervention program and the number of days the program is offered. The hours below are based on a four day program. Hours would be pro-rated for fewer days. Up to 35 students = 2 hours/week 35-50 students = 3 hours/week More than 50 students = 4 hours/week

APPENDIX C

DEPARTMENT CHAIR EXPECTATIONS

A CUHSD Department Chair is expected to have the following Experience, Skills and Qualities:

- Leadership skills in building and maintaining professional teams
- The ability to develop cooperative and productive working relationships, which includes interpersonal skills of objectivity, sensitivity and integrity
- The ability to initiate and plan for change over a period of time in response to emerging educational needs, priorities, innovation and state/federal mandates
- Experience in curriculum development process, including unit design and assessment
- The ability to articulate department policy regarding course sequencing, pre-requisites and A-G designation to community stakeholders

A CUHSD Department Chair is expected to exhibit Department Leadership by:

- Facilitating regular department meetings [minimum of 8]
- Being responsible for creating agendas/minutes for department meetings
- Facilitating guidelines/norms for department meetings
- Coordinating the discussion, development and use of the curriculum, student performance measures and assessments utilized by the department and the District
- Facilitating the analysis of student achievement data and the department's use of this data in setting measurable goals for improvement aligned to the LEA Plan, Site Plan and WASC
- Working with the principal and District to develop goals aligned to site and LEA plans and a corresponding calendar of activities for the year
- Meeting with new teachers and new members of the department during their transition into the school; assisting in their understanding of the curriculum and department/school expectations
- Facilitating the support for short and long-term substitute teachers as needed
- Providing assistance to substitute teachers when needed, which may include emergency lesson plans
- Providing support for new course development & approval process [district, UC, College Board etc.]
- Facilitating the selection of instructional materials and textbooks in collaboration with district
- Maintaining an inventory of instructional support materials; completing supply lists, requisitions, and purchase orders, as applicable

A CUHSD Department Chair is expected to be a Liaison Leader by:

- Attending all site Department Chair meetings and communicating outcomes to department members
- Consulting with the Principal relative to department issues
- Serving as the School and Department Liaison at the District level by attending all District Subject Area Committee [SAC] meetings and activities or by providing

meaningful representation at district level meetings and coordinating department member participation when necessary

Assisting Administration with interviews

Coordinating names for awards, scholarships, and certificates for award ceremonies

Coordinating and facilitating district events for the department in the case of a multi-site

Department Chair, i.e. annual District Music Festival, Drama Festival, Art Show

A CUHSD Department Chair is expected to exhibit School-Wide Leadership by:

Working with the principal to develop and maintain the department budget

Working with the Administration on the master schedule: reviewing student course requests, staffing needs and teacher assignments

Working with the principal to create an annual Site Plan and corresponding professional development plan aligned to both the LEA Plan and WASC

Providing leadership as needed in planning interdisciplinary meetings and other school professional learning teams

Supporting teachers and administration in the WASC process: gathering and analyzing school data, drafting sections of the Action Plan and support in implementation of the Action Plan

Representing the department as needed for school events, such as 8th grade parent nights

Participating in articulation with middle school

APPENDIX D



Campbell Union High School District 2024-2025 School Year Calendar

July-24							July							January-25								
S	M	T	W	T	F	S	7/4	Independence Day (legal holiday)						S	M	T	W	T	F	S		
		1	2	3	4	5	6									1	2	3	4	5		
7	8	9	10	11	12	13								5	6	7	8	9	10	11		
14	15	16	17	18	19	20	8/9	New Teacher Orientation						12	13	14	15	16	17	18		
21	22	23	24	25	26	27	8/12	Professional Development						19	20	21	22	23	24	25		
28	29	30	31				8/13	Teacher work day						26	27	28	29	30	31			
							8/14	First day of school														
August-24							September							February-25								
S	M	T	W	T	F	S	9/2	Labor Day (legal holiday)						S	M	T	W	T	F	S		
				1	2	3	9/20	Minimum A Day-end of grading period												1		
4	5	6	7	8	9	10	9/23	Minimum B Day-end of grading period						2	3	4	5	6	7	8		
11	12	13	14	15	16	17								9	10	11	12	13	14	15		
18	19	20	21	22	23	24								16	17	18	19	20	21	22		
25	26	27	28	29	30	31								23	24	25	26	27	28			
September-24							October							March-25								
S	M	T	W	T	F	S	10/4	School not in session						S	M	T	W	T	F	S		
1	2	3	4	5	6	7	10/31	Minimum A Day-end of grading period												1		
														2	3	4	5	6	7	8		
8	9	10	11	12	13	14	11/1	Minimum B Day-end of grading period						9	10	11	12	13	14	15		
15	16	17	18	19	20	21	11/11	Veterans Day (legal holiday)						16	17	18	19	20	21	22		
22	23	24	25	26	27	28	11/25 - 11/29	School not in session						23	24	25	26	27	28	29		
29	30						11/28	Thanksgiving (legal holiday)						30	31							
							11/29	Day after Thanksgiving (local holiday)														
October-24							December							April-25								
S	M	T	W	T	F	S	12/18 - 12/20	Finals						S	M	T	W	T	F	S		
		1	2	3	4	5	12/20	End of semester								1	2	3	4	5		
6	7	8	9	10	11	12	12/23 - 1/3	Winter break - school not in session						6	7	8	9	10	11	12		
13	14	15	16	17	18	19	12/24	Local holiday						13	14	15	16	17	18	19		
20	21	22	23	24	25	26	12/25	Legal holiday						20	21	22	23	24	25	26		
27	28	29	30	31			12/26	Local holiday (classified only)						27	28	29	30					
							12/31	Local holiday														
November-24							January							May-25								
S	M	T	W	T	F	S	1/1	Legal holiday						S	M	T	W	T	F	S		
3	4	5	6	7	8	9	1/6	First day second semester								1	2	3	4	5		
10	11	12	13	14	15	16	1/20	Martin Luther King Day (legal holiday)						4	5	6	7	8	9	10		
17	18	19	20	21	22	23	1/29	Professional Development - no students						11	12	13	14	15	16	17		
24	25	26	27	28	29	30								18	19	20	21	22	23	24		
														25	26	27	28	29	30	31		
December-24							February							June-25								
S	M	T	W	T	F	S	2/13	Minimum A Day-end of grading period						S	M	T	W	T	F	S		
1	2	3	4	5	6	7	2/14	Minimum B Day-end of grading period								1	2	3	4	5	6	7
8	9	10	11	12	13	14	2/17 - 2/21	President's Break - school not in session						8	9	10	11	12	13	14		
15	16	17	18	19	20	21	2/17	Washington's Birthday (legal holiday)						15	16	17	18	19	20	21		
22	23	24	25	26	27	28	2/21	Lincoln's Birthday observed (local holiday)						22	23	24	25	26	27	28		
29														29	30							
March							April							May								
3/10							School not in session							4/7 - 4/11								
														Spring Break - school not in session								
														4/17								
														Minimum A Day-end of grading period								
														4/18								
														Minimum B Day-end of grading period								
May							June															
5/26							Memorial Day (legal holiday)															
June																						
6/3 - 6/5							Finals															
6/5							Graduation-end of grading period															
6/6							Teacher work day															
6/19							Juneteenth- (legal holiday)															
</																						



Campbell Union High School District

2025-2026 School Year Calendar

July-25	July	January-26
S M T W T F S	7/4 Independence Day (legal holiday)	S M T W T F S
6 7 8 9 10 11 12	August	4 5 6 7 8 9 10
13 14 15 16 17 18 19	8/6 & 8/7 New Teacher Orientation	11 12 13 14 15 16 17
20 21 22 23 24 25 26	8/8 Professional Development	18 19 20 21 22 23 24
27 28 29 30 31	8/11 Teacher work day	25 26 27 28 29 30 31
	8/12 First day of school	
August-25	September	February-26
S M T W T F S	9/1 Labor Day (legal holiday)	S M T W T F S
3 4 5 6 7 8 9	9/18 Minimum A Day-end of grading period	1 2 3 4 5 6 7
10 11 12 13 14 15 16	9/19 Minimum B Day-end of grading period	8 9 10 11 12 13 14
17 18 19 20 21 22 23		15 16 17 18 19 20 21
24 25 26 27 28 29 30	October	22 23 24 25 26 27 28
31	10/10 School not in session	March-26
	10/13 School not in session	S M T W T F S
September-25	10/30 Minimum A Day-end of grading period	1 2 3 4 5 6 7
S M T W T F S	10/31 Minimum B Day-end of grading period	8 9 10 11 12 13 14
4 5 6 7 8 9 10	November	15 16 17 18 19 20 21
11 12 13 14 15 16 17	11/11 Veterans Day (legal holiday)	22 23 24 25 26 27 28
18 19 20 21 22 23 24	11/24 - 11/28 School not in session	29 30 31
25 26 27 28 29 30	11/27 Thanksgiving (legal holiday)	April-26
	11/28 Day after Thanksgiving (local holiday)	S M T W T F S
October-25	December	5 6 7 8 9 10 11
S M T W T F S	12/17 - 12/19 Finals	12 13 14 15 16 17 18
5 6 7 8 9 10 11	12/19 End of semester	19 20 21 22 23 24 25
12 13 14 15 16 17 18	12/22 - 1/2 Winter break - school not in session	26 27 28 29 30
19 20 21 22 23 24 25	12/24 Local holiday	May-26
26 27 28 29 30 31	12/25 Legal holiday	S M T W T F S
	12/26 Local holiday (classified only)	3 4 5 6 7 8 9
November-25	12/31 Local holiday	10 11 12 13 14 15 16
S M T W T F S	January	17 18 19 20 21 22 23
2 3 4 5 6 7 8	1/1 Legal holiday	24 25 26 27 28 29 30
9 10 11 12 13 14 15	1/5 First day second semester	31
16 17 18 19 20 21 22	1/19 Martin Luther King Day (legal holiday)	June-26
23 24 25 26 27 28 29	1/28 Professional Development - no students	S M T W T F S
30	February	1 2 3 4 5 6
December-25	2/12 Minimum A Day-end of grading period	7 8 9 10 11 12 13
S M T W T F S	2/13 Minimum B Day-end of grading period	14 15 16 17 18 19 20
1 2 3 4 5 6	2/16 - 2/20 President's Break - school not in session	21 22 23 24 25 26 27
7 8 9 10 11 12 13	2/16 Washington's Birthday (legal holiday)	28 29 30
14 15 16 17 18 19 20	2/20 Lincoln's Birthday observed (local holiday)	
21 22 23 24 25 26 27	March	
28 29 30 31	3/9 School not in session	
	April	
	4/9 Minimum A Day-end of grading period	
	4/10 Minimum B Day-end of grading period	
	4/13 - 4/17 Spring Break - school not in session	
	May	
	5/25 Memorial Day (legal holiday)	
	June	
	6/2 - 6/4 Finals	
	6/4 Graduation-end of grading period	
	6/5 Teacher work day	
	6/19 Juneteenth- (legal holiday)	

First/last day of school
 Prof. Dev. day - no students
 Minimum day
 Legal holiday
 Local holiday
 No school

Fall total: 85 days
 Spring total: 95 days
 Total 180 days

Board approved: 12/12/2024
Revised:

Appendix E - Study Hall

Tentative Agreement June 21, 2018

Tutorial Contact - a teacher's interaction with a single student which involves recording the student's attendance for the scheduled Tutorial period and may include providing academic coaching or assistance, providing time for homework completion or creating an academic space for student-centered academic learning. Teachers will determine how the Tutorial time is utilized by students within their classroom, as long as such use is consistent with each school site's guidelines; if a school site has created guidelines, the teacher's use of Tutorial must include one or more of the following: providing academic coaching or assistance, providing time for homework completion, or creating an academic space for student centered academic learning. Teachers may take into account their own professional assessments of what best serves the needs of their students within the parameters of the school site's guidelines or the requirements of this Section if there are no school site guidelines established.

- a. The school site's guidelines shall be developed and/or reviewed on an annual basis by a committee of teacher volunteers and site administration. Site administration shall solicit entire faculty via email for committee volunteers and/or input - written or verbal - no later than April 30th of each school year, and all those responding shall have the opportunity to be on the committee. The Committee, consisting of the teacher volunteers and site administration, is responsible for the development and/or review of the school site guidelines. The guidelines must be approved by 62% of CHSTA members voting by secret ballot. CHSTA site representatives will administer the vote. Site administration may designate a representative to participate in the counting of the ballots. The vote, counting of the ballots, and announcement of the results of the vote shall be completed no later than the fourth week in May.
- b. Teachers have the right to refuse entrance to students due to classroom capacity or if the student's entrance would not be in alignment with school site guidelines. In addition, teachers have the right to remove students from their tutorial consistent with site's normal process for removing students from classes.
- c. Unit members will record students' attendance during the Tutorial period at the various school sites.

In accordance with Article 8.4 and Article 8.1.c.ii, the teacher shall have discretion in determining the number of students present in the classroom during the Tutorial period. In some circumstances, with mutual agreement / acknowledgment of the teacher regarding academic and safety issues in the classroom. A site administrator may assign a student to a specific classroom during the tutorial period time.