

Tentative Agreement
Campbell Union High School District
And
Campbell High School Teachers Association

ARTICLE 8: CLASS SIZE
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APPENDIX B - PART 2

September 26, 2023

ARTICLE 8: CLASS SIZE

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.i are eligible for overage compensation of \$5.00 per day for every student over 32 in any class if they meet the following criteria:

- a. They have 145 or more total student contacts; and
- b. They have not waived the additional compensation in writing (as set forth in Article 8.3).

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 meet the following criteria:

- a. They have 190 or more total student contacts; and
- b. They have not waived the additional compensation in writing (as set forth in Article 8.3).

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.

ARTICLE 14: HOURS AND WORK YEAR

Professional Development

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** ~~at an hourly rate of \$35.00 per hour~~ 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** ~~\$75 per hour~~ for the actual time spent presenting on the day(s). Such unit members shall receive **the Professional Development hourly rate** ~~\$35.00 per hour~~ 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** ~~\$75 per hour~~ 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.

ARTICLE 16: LEAVES

9. A unit member whose absence is authorized shall have the following deductions from their sick leave for partial absences.

Partial leave

Day	Assigned Instructional Teaching Hours
0.33	Up to 2 hours
0.67	More than 2 but less than 4 hours
1	More than 4 hours

- Up to two (2) hours of instructional (i.e., class time) day – 0.33 day of leave
- More than two (2) but less than four (4) hours of instructional (i.e., class time) day – 0.67 day of leave. To qualify for .67 leave, the bargaining unit member must be on campus for at least one (1) class period. More than four (4) hours of instruction (i.e., class time) – 1.0 day of leave.
- For partial day leave of .33 whenever possible, the bargaining unit employee is responsible for securing coverage for the class from a colleague.

~~The above change in sick leave deduction is effective for the 2022-2023 school year; the parties agree to review the absence data, including the partial day absences, by April 2023. If the increase in partial-day absences requiring teacher coverage causes a negative impact to the school operations (e.g., by requiring an excessive use of administrators and/or unwilling bargaining unit members), the sick leave deduction will revert to the previous system of half-day and full-day sick leave deductions from the 2019-2022 Collective Bargaining Agreement.~~

ARTICLE 18: COMPENSATION

A. Salary

~~2023-2024~~ 2022-2023 School Year

The salary for the 2023-2024 School Year shall increase 9.5% per cell on the salary schedule, retroactive to July 1, 2023.

The District agrees to provide the following:

- ~~ii. Steps 1-8 will increase 3.95% from the 2021-2022 salary schedule amount in all columns.~~
- ~~iii. Starting with Step 9, each cell on the schedule is increased to 3.95% greater than the previous cell.~~
- ~~iv. Longevity steps are decreased by one year in order to reduce plateaus from 5 years to 4 years.~~

~~Salary increases will be retroactive to August 2022.~~ **The District will make all reasonable efforts to make any of the changes in the above salary schedule payment no later than 30 working days from the date of the full ratification of the parties' collective bargaining agreement and subject to the County Office's payroll procedures and regulations.**

~~If the parcel tax renews by July 1, 2023, the District will place the 2022-2023 parcel tax stipend amounts provided to bargaining unit employees onto the salary schedule upon passage of the parcel tax.~~

C. Parcel Tax Contingency:

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 For as long as the District's parcel tax that is in existence as of May 21, 2019, and which has as one of its purposes recruiting and retaining teachers remains in effect, 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.

~~The parcel tax stipend for the month of September shall be based upon calculations for the previous school year. 1. By October, the final calculation for the current year's parcel tax stipends will be completed. The new monthly stipend will be paid from October to May to each member in equal monthly payments. The June stipend will be the difference between the annual stipend and the stipends paid from September through May. The parcel tax stipend for all unit members, including new hires for that school year, shall be calculated according to this method.~~

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, Electives Applied Arts, Visual and Performing Arts. Department Chairs will be compensated **in accordance with Appendix B Part 2.** ~~an annual stipend of \$6,750.~~

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.** ~~on an hourly rate of \$50/hour for meetings and other department chair duties performed, up to 60 hours for the year.~~

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").

~~The parties agree that effective at the conclusion of the 2016-17 school year, the following language will sunset and will be null and void. In addition to site-specific department chairs, the District will select Multi-Site Department Chairs. Multi-site Department Chairs are for those departments that serve fewer than 10 sections per site, but are spread throughout the District. They are entitled to the same stipend and release days as same-site department chairs. Selection and evaluation of multi-site chairs will follow the same process as single-site chairs, except that a designated District Administrator will act in place of a site Principal.~~

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

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**).

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; 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. 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.

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

ARTICLE 28: ADULT EDUCATION

F. Compensation

~~2023-2024 2022-2023~~: Effective the ~~2023-2024 2022-2023~~ school year, the Unit B pay schedule shall be increased by ~~9.5% 7.6%~~. ~~In addition, the District agrees to provide an additional one-time \$1,000 stipend, pro-rated by FTE, paid to the bargaining unit employees in two lump sum payments, one at the end of each semester.~~

~~In addition, effective July 1, 2019, the District agrees to add an eighth step to the Unit B salary schedule. The eighth step will be a difference of 4% more than the current seventh step on the Unit B salary schedule.~~

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 ~~of \$35 per unit-hour~~.

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 \$3,931 <u>Extended Season:</u> <u>\$400 stipend</u>	
<u>Competitive Sports Cheer (CSC) Head Coach</u>		<u>1</u>
<u>Traditional Competitive Cheer (TCC) Head Coach</u>		<u>1</u>
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
Category: III	<u>\$3,430</u> \$3,118 <u>Extended Season:</u> <u>\$400 stipend</u>	

Badminton Head Coach		1
Band/Music Director w/ 3 performances		1
Competitive Cheer Head Coach		1
Cross Country Head Coach		1
Fall Tennis Head Coach		1
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		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	<u>\$2,540</u> <u>\$2,305</u> Extended Season: \$400 stipend	
Choir Advisor (2 performances)		1
Orchestra Advisor (2 performances)		1
Spirit Commission Advisor (<u>Sideline</u>)		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)		<u>1</u>
*** Open Activity		1
*** Open Activity		1
<u>*** Open Activity</u>		<u>1</u>
Category I	\$1,630 \$1,478 <u>Extended Season:</u> <u>\$400 stipend</u>	
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 are not to be used for athletic stipends

EXPERIENCE BONUS

An experience bonus of ~~\$250~~ **\$200** 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 Athletic Stipend~~

~~Subject to approval by the Superintendent or designee, sites may utilize the new athletic stipend for specified eligible activities to address equity issues with respect to extra-curricular offerings the District provides, e.g. TCC, CSC, girls' golf, girls' swimming, girls' lacrosse. Once approved, the stipend will automatically renew for the activity unless the District provides notice that continuing the stipend will create newly identified equity issues or if the applicable school Principal wishes to reallocate the stipend to another eligible activity.~~

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.

~~ACTIVITIES COMPENSATED BY REGULAR SALARIES~~

Chess Club	Intramurals
*Admissions Control	Key Club
Art Commission	Language Club
*Athletic Timing	Letterpersons Club
*Recycling Program	Literary Magazine Club
EIF Eligibility and Insurance	Outdoor Club
Class Advisor-Head	*(if snack bar included)
Creative Dance Club	Dance Commission
CSF and Honor Society	Designers Club
Ethnic Club	Drama Club
Finance Commission	Drama Production Assistant
Foreign Exchange Club	

~~Duplicating Services~~

~~Speech and Debate Assistant *(if 2 plays)~~

~~Ecology Club~~

~~*Spirit Assistant~~

~~Election Commission~~

~~Student Body Card/Yearbook Sales~~

~~Publicity for News Media~~

~~Tutorials~~

~~Service Records Commission~~

~~*Utilities Commission~~

~~Ski Club~~

~~Snack Club~~

~~Some titles **Stipends** in this 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.~~

~~*As a guideline, the starred items represent examples of activities which generally have been considered major at most schools.~~

APPENDIX B-PART 2

SUPPLEMENTAL COMPENSATION

Effective July 1, 2023

Supplemental Work	Rate
<u>Professional Development: See Article 18, Section N</u>	\$50 \$35 / Hour NOTE: PD rates were previously located in Article 14
<u>Compensation for District wide initiatives and priorities: See Article 18, Section O</u>	\$50 / Hour
<u>Professional Development - Daily rate</u>	\$350 \$250 / Day
<u>Professional Development - Develop and present: See Article 14, Section 3</u>	\$75 / Hour
<u>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.</u>	\$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	\$2000 / Teacher
<u>Department Chair Stipend</u>	\$7,250 \$6,750
<u>Department Chair Responsibilities: Up to 75.60 hours</u>	\$50 / Hour

Athletic Director Stipend	\$6,750 Equivalent to Department Chair
<u>AVID Coordinator: In the event that there is not a release period</u>	<u>\$6,750</u>
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	<p>Pro-rata hourly</p> <p>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.</p> <p>Up to 35 students = 2 hours/week</p> <p>35-50 students = 3 hours/week</p> <p>More than 50 students = 4 hours/week</p>

Meredith Hudson

09 / 26 / 2023

CUHSD



09 / 26 / 2023

CUHSD

Celeste Smiley

09 / 26 / 2023

Celeste Smiley



09 / 27 / 2023

CHSTA

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