

AGREEMENT

Between

THE CAMPBELL UNION HIGH SCHOOL DISTRICT

And

THE CAMPBELL HIGH SCHOOL TEACHERS ASSOCIATION/CTA/NEA

September 1, 2019 – June 30, 2021

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## **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**

Unit members may be disciplined for just cause.

### **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 principal's 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.

- b. Employee Names: The District shall give the Association the names and addresses of all bargaining unit personnel no later than October 1 of each school year and of all bargaining unit personnel employed after September 30 of each school year within thirty (30) days of employment. These lists shall indicate the employee's assigned worksite. The District shall provide the Association with a preliminary list of unit members and their work sites by September 15.

## 5. 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 size targets 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.

The District and CHSTA are committed to ensuring that both class size targets and overall student contact targets 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 maintain class size targets. 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 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 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 Target

- i. Individual class size targets shall be 32 students, 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.
- ii. In P.E., individual class size targets shall be 42 students.
- iii. For the Continuation School, the individual class size target will be 20 students.

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 targets” as described in Article 8.1.a or the “class size targets” 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.i are eligible for overage compensation of \$3.00 per day for every student over 32 in any class if they meet the following criteria:

- a. They have 144 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 \$3.00 per day for every student over 42 in any class if they meet the following criteria:

- a. They have 189 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.

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 overage compensation, as long as he/she consults with a CHSTA representative prior to such waiver. 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.

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.

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:
    - i. Less than 50% of a full-time teaching assignment = no benefit compensation.
    - ii. 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's or Grievants' 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. Any newly hired bargaining unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association an agency fee in an amount determined by the Association, not to exceed the unified membership dues, initiation fees and general assessments, payable to the Association in the same manner as required for the payment of membership dues, provided, however, that the unit member



may authorize payroll deduction for such an agency fee in the same manner as provided in 11.5 of this Article. In the event that a unit member does not pay such an agency fee directly to the Association or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in California Education Code section 45061. There shall be no charge to the Association for such mandatory agency fee deductions.

3. Bargaining unit members hired before October 22, 1995 shall not be required as a condition of employment to pay fees and dues to any organization that they have not freely and voluntarily joined.

4. Religious Exemption: Any bargaining unit member, to whom the financial obligation described above in 11.2 of this Article applies, who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. That unit member shall be required to pay, in lieu of an agency fee, the sum equal to the agency fee to one or more non-religious, non-labor organizations, charitable fund exempt from taxation under section 501 (c) (3) of Title 26 the Internal Revenue Code.

- a. Proof of payment with a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the Association and the District as a condition of continued exemption on or before October 1 of each year.
- b. Any unit member making contributions in lieu of agency fee payments as set forth above, and who requests that the grievance or the arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using such grievance or arbitration procedures.

## 5. Dues Deduction

- a. The right of payroll deduction for payment of organizational dues and/or agency fees shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and/or agency fees, 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-tenth (1/10) 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 and/or agency fees, 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.

6. 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 agency fee 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.

7. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

## **ARTICLE 12: EVALUATION PROCEDURES**

It is understood and agreed by both parties to this Agreement that the principal objective of evaluation is to maintain or improve the quality of education in the District and provide for the performance accountability of unit members. The fundamental basis for evaluation and the foundation for summary evaluation is the 2009 California Standards for the Teaching Profession (CSTP), including the Continuum of Teaching Practice. The parties further agree to review subsequent CSTPs as they are released and upon mutual agreement, adopt the most recent version for use in evaluations.

### **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 5 years for employees 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 to Improve” or “Unsatisfactory” at the end of an evaluation cycle, he/she 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 teacher 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 evaluations.

Unit members may be evaluated by one of two processes

1. The standard evaluation process.
2. The optional evaluation process – permanent unit members who have been with the District at least 6 years may use the optional 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 and time-lines.

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

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

2. By the end of the week 7 in the first semester.

Unit members will complete the District supplied pre-evaluation form and submit it to the evaluator. The form allows for the unit member to propose a plan for his/her own professional improvement.

3. By the end of week 9 in the first semester.

- a. The evaluator and the unit member will meet to review the pre-evaluation form/plan. Upon mutual agreement, the form will be signed by both parties. Should the unit member not agree with the plan, he/she may attach a statement of disagreement, recognizing that the evaluator's plan will be followed.

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

observations, each a minimum of 10 minutes, to focus on CSTP 2: Creating and Maintaining Effective Environments for Student Learning. 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.

4. By the end of the second week after the winter break.

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 in the second semester.

A second observation and follow up conference shall be completed for temporary, probationary and provisional unit members.

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

The evaluation process begins the first day of the school year and shall continue until the final summary evaluation conference is concluded in the spring. The basic sequence of events in the standard evaluation of a unit member shall be as follows:

- a. Pre-observation conference(s) (optional)
- b. Observation(s)
- c. Written observation report(s) given to unit member
- d. Post observation conference(s)
- e. Written summary evaluation/conference
- f. Summary evaluation report

A written 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 Optional 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 his/her evaluator and the eligibility criteria for the optional 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 Optional Process as part of the goal setting

process. This meeting will provide the parties the opportunity to consider both the optional and the traditional processes.

2. By the end of week 7 in the first semester.

The unit member will present his or her plan for the optional evaluation project 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 Optional 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 in the first semester.

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

4. By the end of week 7 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 Optional 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 business days of receiving his/her Final Summary Evaluation.

#### F. The Final Summary Evaluation

1. Unit members will receive a final summary evaluation detailing their progress in six (6) California Standards for the Teaching Profession:
  - a. Engaging & Supporting all Students in Learning
  - b. Creating & Maintaining Effective Environments for Student Learning
  - c. Understanding & Organizing Subject Matter for Student Learning
  - d. Planning Instruction & Designing Learning Experiences for All Students
  - e. Assessing Student Learning
  - f. Developing as a Professional Educator

In addition to written comments, the unit member will receive an overall rating of

Satisfactory, Needs to Improve, or Unsatisfactory, consistent with the standards/indicators in the California Standards for the Teaching Profession.

2. A unit member shall not receive a “Needs to Improve” 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 if requested by either the unit member or the 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 time line.
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 to Improve” rating on any of the six (6) CSTP.
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.
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.

B. 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	<ul style="list-style-type: none"> <li>• New Teacher Mentors will be evaluated using the District's "specialist" evaluation form.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>



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 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.

C. 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	<ul style="list-style-type: none"> <li>• Content Specialists/Instructional Coaches will be evaluated using the District's "specialist" evaluation form.</li> <li>• Biennial formal evaluations will be conducted following the same protocol described in Article 12, using the alternate criteria.</li> <li>• 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.</li> <li>• Part-time Content Specialists/Instructional Coaches who</li> </ul>

	<p>have a concurrent teaching assignment shall receive their formal evaluation in their majority role. If their Content Specialists/Instructional Coaches position is their minority role, they will be formally evaluated on their teaching assignment and informally evaluated in their Content Specialists/Instructional Coaches role.</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>
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	Fulltime 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.

D. 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	<ul style="list-style-type: none"> <li>• Program Coordinators will be evaluated using the District's "specialist" evaluation form.</li> <li>• 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.</li> <li>• Biennial formal evaluations will be conducted following the same protocol described in Article 12, using the alternate criteria.</li> <li>• 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</li> <li>• 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.</li> </ul>
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	No term limit
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

## **ARTICLE 14: HOURS AND WORK YEAR**

The District and CHSTA have a shared interest in cultivating a culture of professional growth by providing useful and relevant professional (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.

A. The Association and the District agree that it is the intent of the parties to retain the status quo for regular teaching duties.

1. a. Teaching schedules:

A teacher's normal teaching schedule is not to exceed an average of 280 minutes per day/1,400 minutes per 5-day week.

b. 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 a school site's teaching staff, administration, or the District determines that a change from the currently utilized bell schedule is warranted, 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 of decisions that have been made.

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 12<sup>th</sup> 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.

- c. In the event a unit member volunteers for and is assigned an extra period of teaching, the District will continue its practice of compensating 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. In the event that the District deems it advisable to assign an extra period of teaching to a unit member, the Assistant Superintendent, Human Resources will within five days invite the CHSTA President or his/her designee to review the situation and the alternatives.
- d. The Chair of the WASC Committee 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 Chair will have the option of taking the release period by selecting on 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 Chair 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 Chair 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 Chair due to staffing hardships, the Chair shall be compensated for serving as the Chair the same amount as paid to a Department Chairperson pro-rated per semester. The Chair also shall receive the amount of \$1,500.00 upon the District's acceptance of all required elements of the WASC Report.

- e. 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.

- f. 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.
- g. 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 everyday 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.

The planning for site-focused collaboration time will be determined by the site administration in coordination with the site's Department Chairpersons. Prior to coordinating with site administration, the Department Chairperson will solicit input in writing for the collaboration time from the Department's teachers. At or before the final site-focused or District focused collaboration session of the school year, the Departments will identify their goals and tentative schedule 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, District, and Site-Focused 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.

- ii. Collaboration Time

- a. Teacher-Focused Collaboration: At least 1/3 of the available collaboration time at any site will be teacher-focused. Teacher focused collaboration will be held on District sites. Exceptions to holding teacher focused 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-focused collaboration time. Teacher-focused 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. District-Focused Collaboration: Up to 1/3 of the available collaboration time at any site will be reserved for working on District-wide initiatives that are intended to promote the development of successful program, subject, and content specific strategies to improve student learning and instruction. District focused 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. Site-Focused Collaboration: Up to 1/3 of the available collaboration time at any site will be reserved for working on site specific goals/initiatives. The planning for this site-focused collaboration time will be determined by the site administration in coordination with the site's Department Chairpersons. Prior to coordinating with site administration, the Department Chairperson will solicit input from the Department's teachers regarding collaboration time.
  - d. 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 50% Teacher-Focused and 50% District/Site-Focused.
- 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.g.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.g.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.g.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 2/5<sup>th</sup> of the District-established substitute per diem rate for a full block or 1/5<sup>th</sup> 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 2/5<sup>th</sup> 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.

1. Advanced Placement and ELL classes will be considered as additional preps
2. 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. Teachers shall not be required to do chaperoning assignments more often than three (3) times during a school year. Such assignments are to be determined by lottery at each school. Chaperoning does include night football, but does not include athletic timing.
4. 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.
5. Except as otherwise provided 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. Such professional duties include, 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; attending meetings and/or completing necessary paperwork relating to IEPs and 504 plans; complying with applicable duties as it relates to supervising pupils within the classroom; attendance at Back-to-School Night and at graduation (if requested); attending faculty and District-committee assignments, and the

activity obligation as set forth in Section B. Faculty attendance may be required at either Open House or 8<sup>th</sup> Grade Parent Night, but not both, at the discretion of the site principal.

6. 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. 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. This Section shall not apply to teachers on split assignments within the same school day.
1. Teachers shall be assigned no more than one major activity or two minor activities or one activity in the added compensation classifications.
    - a. A major activity is an activity in which the teacher has limited control over the number of hours and responsibilities involved (e.g., athletic timing or ticket taking).
    - b. A minor activity is an activity in which the teacher has significant control over the number of hours and responsibilities.
    - c. 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.
    - d. This Section shall not apply to part-time teachers who teach half days throughout the year.
    - e. The unit member at the hosting site that is the point person for the Art Show or Drama Fest shall have that responsibility qualify as their major activity assignment and shall not have any other major/minor activities assigned to them while acting as the point person for the Art Show or Drama Fest.
  2. BSTA advisors can consult with the Activities Director to determine appropriate activity assignments based on their prior experience and new teacher workload.
  3. Teachers may volunteer for any additional activities or supervision they choose.
  4. Recognizing that the nature of activity assignments may vary from school to school, the Association and the District agree that the Director of Student Activities and a committee of two teachers appointed by the Association at each school shall make the determination which are major activities and which are minor activities, such determination shall be subject to the approval of the Principal. Said determination, including the final review by the Principal, to be made annually by June 1.

5. Activities must be conducted at the home site to satisfy contact requirements. Teachers may, with approval of all impacted site Principals, take on additional activities at alternative sites.
  6. Part-time teachers (not split site teachers): 0.6 FTEs shall do one activity and one chaperone assignment and 0.8 FTEs shall do two minor activities or one major activity and two chaperone assignments.
- C. The school calendars for the school years covered by this Agreement are incorporated by reference and attached in Appendix E.
- D. Work Year: The work year for unit members is 182 days. There will be 180 student days and 2 teacher work days: one day before school starts reserved for staff meetings and teacher planning and one day at the end of the year to close the year. There will be one non-student, non-contract day at the end of the first semester unless mutually agreed otherwise.
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.
  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 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) \$75 per hour for the actual time spent presenting on the day(s). Such unit members shall receive \$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 \$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.
  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 hourly rate of \$35.00/hour. 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.
4. The District shall assess any reported unsafe condition in a timely manner. If the condition is determined by the District to be unsafe, 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. The District shall not require unit members to work under conditions that CAL-OSHA has determined to be unsafe.
5. The District and the Association agree that the District Safety Committee needs to be reconstituted no later than the Fall semester 2001 as an ongoing mechanism to raise and discuss safety issues. The Association shall appoint two representatives to the Safety Committee. The District and Association agree that the Safety Committee shall meet no less than once each semester.

### **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. 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 Dean of Students or designee and send the pupil to said administrator for appropriate action.
  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.
- C. 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).
- D. 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.
- E. 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.
- F. Examinations for tuberculosis will be required of unit members every four (4) years.
- G. Student Suspension by Teacher: Under Section 48910 of the Education Code, a classroom teacher may suspend any pupil from his/her 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 s/he was 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 will receive a pro rata amount of sick leave for each school year in proportion to the number of days he/she is assigned to work in a five-day workweek. However, if a unit member is not assigned to work a consistent number of days per week, the amount of sick leave he/she will receive will be based on the number of days the unit member is assigned to work over a two-week period. For example, if a unit member works 3 days in week one and 2 days in week two, the number of days he/she is assigned to work each week during the two-week period is 5 days, and therefore, the unit member will receive 5 days of sick leave per school year.
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 for three (3) or less hours shall have deducted one-half day from accumulated sick leave; if the absence exceeds three (3) hours, a full day shall be deducted from the accumulated sick leave.

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.

B. 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.

C. Pregnancy Disability Leave

1. 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.
2. 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).
3. 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.

4. 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.

## 5. 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.

## 6. 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.

## 7. 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.

## 8. 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.

9. 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.

#### D. 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	<p>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:</p> <ol style="list-style-type: none"> <li>1. The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child;</li> <li>2. To care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition;</li> <li>3. An employee's inability to work because of a serious health condition; and</li> <li>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.</li> </ol> <p>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 Servicemember."</p>
3. Definitions	<ol style="list-style-type: none"> <li>1. Family members for purposes of the CFRA shall include registered domestic partners.</li> <li>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.</li> </ol>

	<p>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.</p> <p>4. “Covered Servicemember” 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.</p>
4. Notice and Certification	<p>A. Notice:</p> <p>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.</p> <p>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).</p> <p>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;</p> <p>B. Certification: Employees will be required to provide applicable fully completed certification and documentation as requested by the District to support the request to take leave under this Section.</p>

	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	<p>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.</p> <p>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.</p>
6. Bonding Leave	<p>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.</p> <p>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.</p> <p>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.</p> <p>If both spouses/registered domestic partners work for the District, they will be able to each take 12 workweeks off for bonding leave.</p> <p>Please see Article 16.E regarding an employee's ability to remain in paid status while on bonding leave.</p>
7. Paid Status	<p>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.</p> <p>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.</p>

8. Benefits	<p>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.</p> <p>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-workweek period.</p>
9. Reinstatement	<p>Employees will be reinstated in accordance with the law.</p> <p>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.</p>
10. Concurrent Running	<p>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.</p> <p>This leave may not be used to extend personal illness leave or industrial accident and illness leave.</p>

E. Use of Sick Leave/Extended Sick Leave On Maternity/Paternity Leave (Baby Bonding Leave)

1. 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.
2. 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.



3. 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.
4. 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.

F. Leave Without Pay for Child Rearing

1. 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”).
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

#### G. Bereavement Leave

1. 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.
2. 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.
3. If additional absence is required for such purpose, personal necessity leave may be granted by the District.

#### H. Personal Necessity Leave

1. 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.
2. 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. 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.
  - d. 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.

- e. 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.
3. 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.
  4. 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.

#### I. 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.

#### J. 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.

#### K. Industrial Accident Leave

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.

#### L. Leave for Educational Improvement

1. 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.
2. 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.
3. 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.
4. Upon return, the unit member shall submit a report to the Superintendent summarizing the outcome of his/her program.

## M. Sabbatical Leave

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

1. 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.
2. 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.
3. The application must include a clear definition of the purpose(s) and statement of specific objectives to be obtained from the leave.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. Applications must be submitted to the District's Human Resources Department no later than January 15<sup>th</sup> 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 15<sup>th</sup>.

#### N. Association Leaves

1. 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.
2. 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.
3. 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.
4. 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.

## O. 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	<p>The Bank will accumulate from year to year.</p> <ul style="list-style-type: none"><li>• Days will be contributed and withdrawn without regard to the daily rate of pay.</li><li>• 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.</li><li>• 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.</li></ul>
3. Enrollment and Contributions	<p>All bargaining unit members are eligible to contribute, including part-time and temporary teachers.</p> <p>The enrollment window will be in effect until October 1st of each year.</p> <ul style="list-style-type: none"><li>• Current members will be asked to enroll during this period to establish the Bank in the first year.</li><li>• 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.</li><li>• 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.</li><li>• 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.</li></ul>

	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The committee will solicit voluntary contributions before denying a claim due to an insufficient number of days in the Bank.</li> </ul>
4. Eligibility and Withdrawal	<p>Members with a catastrophic illness or injury whose sick leave is exhausted may apply to withdraw from the bank.</p> <ul style="list-style-type: none"> <li>• 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. <ul style="list-style-type: none"> <li>• Incapacitation can be intermittent/non-consecutive.</li> <li>• As a general guideline, incapacitation means 5 consecutive days or 10 days within a 30-day period.</li> </ul> </li> <li>• 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.</li> <li>• Members will be able to withdraw no more than 30 days at a time; members can re-apply for extension of withdrawals.</li> <li>• Approved days can be used either consecutively or intermittently.</li> <li>• Member’s withdrawal may not exceed statutory maximum period of 12 consecutive months.</li> <li>• Members will be required to submit a note from a healthcare provider of the member’s choosing.</li> <li>• The committee may require further medical review.</li> </ul>



	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Withdrawal from the Bank cannot coincide with Worker's Comp, unless member has exhausted all Workers' Comp Leave.</li> <li>• Only employees who are active contributors of the Bank are eligible to withdraw from the Bank.</li> <li>• 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.</li> </ul>
5. Administration	<p>The Bank will be administered by a committee consisting of 2 unit members appointed by CHSTA and 1 administrator appointed by the District.</p> <p>The District will:</p> <ul style="list-style-type: none"> <li>• Provide an update on the status of the Bank three times throughout the school year (approximately October 31, January 31, and May 31).</li> <li>• Provide a Notification to the Committee when the Bank reaches approximately 200 days.</li> </ul> <p>The Committee will:</p> <ul style="list-style-type: none"> <li>• Receive withdrawal requests and verify their validity.</li> <li>• Approve or deny Bank requests.</li> <li>• Communicate the Committee's decision to the employee and the District.</li> <li>• Maintain confidentiality.</li> </ul> <p>Approval Timeline:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• The Committee will communicate to the member in writing.</li> </ul> <p>CHSTA will maintain Bank records, including applications and approvals.</p>
	<p>If the Bank is terminated, the remaining days in the Bank will be distributed equitably among the current members by the Committee.</p>

## ARTICLE 17: TRANSFER

### 16. 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 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

2018-19 School Year

The District agrees to provide an increase of 3.0% to the salary schedule for Unit A, retroactive to August 1, 2018. The District will make all reasonable efforts to make the above payment no later than 45 working days from the date of full ratification of the parties' collective bargaining agreement and subject to the County Office's payroll processing procedures and regulations. The



parties agree that working days for purposes of the above timing to make the payments, does not include November 12, 2018, November 19, 2018 through November 23, 2018, December 24, 2018 through January 7, 2019.

Effective July 1, 2018, the parties agree to adjust the Unit A salary schedule so that Steps 1 through 3 in Column A are the same amount as Step 4 in Column A.

#### 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 total compensation shall be applied to all employees, including all units and unrepresented employees, for the purpose of reducing by 90% the shortfall of total unrestricted reserves available to meet State reserve requirements related to fiscal solvency. The parties acknowledge that cessation of the parcel tax stipend would not count toward the percentage rollback for the CHSTA unit.

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 Contingency

For as long as the District's parcel tax, 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. 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.

### 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 C 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 Chairperson: 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 an annual stipend of \$6,750.

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 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 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 PE teachers 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.

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.

## **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 2<sup>nd</sup> and 3<sup>rd</sup> 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 20<sup>th</sup> of the month preceding the effective date. Transfer from one carrier to another is subject to the provisions of CalPERS.

#### 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.
2. 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.

- 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 31<sup>st</sup> 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 31<sup>st</sup> and retire shall receive a payment of \$3,520 per year for five (5) years.
3. The annual payment shall be made by October 1<sup>st</sup>. The first payment shall be made by October 1<sup>st</sup> 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.

### **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.

#### B. 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 statutory procedure) 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, shall be given to the unit member as soon as possible, but no later than within ten (10) days of the receipt of the complaint. For purposes of this Section, "day" is defined as a day when a unit member is required to be in attendance.
2. Should a 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 complaint shall be arranged through the Principal or designee.
3. Should the unit member or the Principal or designee desire a meeting concerning the complaint, a meeting shall be scheduled at a mutually agreeable time with or without the complainant within ten (10) days after the unit member is provided with a copy of the 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 complaint, either before or after any scheduled meeting to discuss the complaint. If the unit member responds after the meeting, the response must

be provided within six (6) school days after the meeting. If there is no meeting held, the unit member must provide his/her response, if any, within sixteen (16) days of being provided with a copy of the complaint.

5. The Principal or designee will investigate any complaint as soon as possible, but no later than within seventeen (17) days of the meeting in Article 21.B.3 or, if no meeting occurs, then the investigation will be completed within twenty-seven (27) days of the unit member's receipt of the 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) days, 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, he/she may appeal that determination to the Superintendent by sending a written request within ten (10) days 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) days after receipt of the unit member's appeal.
8. No information concerning the 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, he/she may within ten (10) days of receipt of the investigative report attach a written response to report.
  - b. The unit member may within ten (10) days 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 complaint and included with it in the personnel file, along with any written report that is the product of the investigation.

### C. Investigations

In the event that the District conducts an investigation of a bargaining unit member that is not covered by Article 21(B), and the investigation takes longer than five 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 day of investigation or 15 consecutive days 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. For purposes of this Section, a day is defined as a day when a unit member is required to be in attendance.

If the complaint is found to be without merit, the complaint will not be included in a unit member's personnel file.

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 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 September 1, 2019 and shall remain in full force, effect up to, and including June 30, 2022. The parties agree that there are no reopeners for the 2019-20 and 2020-21 school years.

For the 2021-22 school year the parties may reopen negotiations limited to Article 29 and one non-compensation issue of each party's choosing, in addition to the Article 18/28 reopener provided for in Article 18 and Article 28 of this Agreement.

## **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.



2. The District also may, in its discretion, transfer, reassign, and/or determine the work location of a bargaining unit member. 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

##### Off Schedule Payments for 2019-2020 and 2020-2021

1. For the 2019-20 fiscal year, the District proposes to provide each 1.0 FTE bargaining unit employee who is employed as of the time the payment is made with a one-time "off the salary schedule" payment equal to \$4,000. The \$4,000 amount will be prorated according to the employee's FTE.
2. For the 2020-21 fiscal year, the District also proposes to provide each 1.0 FTE bargaining unit employee who is employed as of the time the payment is made with a one-time off the salary schedule" payment equal to \$5,000.

3. The off-schedule payments for both the 2019-20 and 2020-21 school years will be made on an 11-month basis and in order to be eligible to receive the payment a bargaining unit employee must be employed by the District on the date of each payment.

#### Parcel Tax Contingent On-Schedule Increases

##### 1. Parcel Tax Passing Salary Increases

- a. If a parcel tax of \$365 is approved in 2020 (inspective of the length of the parcel tax), the District agrees to reopen Article 28.F for the 2021-22 school year. As part of those reopener negotiations, the District's initial economic offer to CHSTA will be to add \$8,000 per cell on the Unit B salary schedule. The amount actually received by each unit member as an ongoing salary increase at the completion of the parties' negotiations will be prorated by a unit member's FTE.
- b. If a parcel tax of less than or more than \$365 is approved (irrespective of the length of the parcel tax), the District's initial economic offer will be calculated on a sliding scale related to the approved parcel tax.
- c. In addition, if the parcel tax passes in 2020, the District will place the median amount of the parcel tax stipend being provided to bargaining unit employees in Bargaining Unit A during the 2020-21 school year onto the Unit B salary schedule effective for the 2021-22 school year.

##### 2. Parcel Tax Not Passing Salary Increases

If the voters do not approve a parcel tax in 2020, the District agrees to reopen Article 28.F for the 2021-22 school year. As part of those reopener negotiations, the District's initial economic offer to CHSTA will be to add \$4,000 per cell on the Unit B salary schedule. The amount actually received by each unit member as an ongoing salary increase at the completion of the parties' negotiations will be prorated by a unit member's FTE.

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.

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

Effective for the 2016-17 school year, unit members are eligible to receive an annual Master's and Doctorate degree supplement in same the amount as Unit A unit 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.

#### 2018-19 School Year

The District agrees to provide an increase of 3.0% to the salary schedule for Unit B, retroactive to August 1, 2018. The District will make all reasonable efforts to make the above payment no later than 45 working days from the date of full ratification of the parties' collective bargaining agreement and subject to the County Office's payroll processing procedures and regulations. The parties agree that working days for purposes of the above timing to make the payments, does not include November 12, 2018, November 19, 2018 through November 23, 2018, December 24, 2018 through January 7, 2019.

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 EDUCATION**

### **29.1 Preamble and Definitions of Special Education Terms**

The provisions of the Agreement shall apply to Special Education teachers, 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 and 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

- 29.2.1 Case loads 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 SAI-Resource Caseload: 25 pupils

The total SAI-Resource target caseload shall be 25 students. If a teacher has more than 25 students on his/her case load for more than 15 days per semester, the teacher will be eligible to receive a stipend in the amount of \$3.00 for each student per day over 25 students on his/her caseload, provided, however, that the \$3.00 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 25 students on his/her caseload. The payment will be made twice per year: in February and in June.

### 29.2.3 SAI-Emotional Disturbance (ED) Caseload: 14 pupils

The total SAI-ED target caseload shall be 14 students. If a teacher has more than 14 students on his/her caseload for more than 15 days per semester, the teacher will be eligible to receive a stipend in the amount of \$3.00 for each student per day over 14 students on his/her caseload, provided, however, that the \$3.00 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 14 students on his/her caseload. The payment will be made twice per year: in February and in June.

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

The total SAI-TM target case load shall be 14 students. If a teacher has more than 14 students on his/her caseload for more than 15 days per semester, the teacher will be eligible to receive a stipend in the amount of \$3.00 for each student per day over 14 students on his/her caseload, provided, however, that the \$3.00 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 14 students on his/her caseload. The payment will be made twice per year: in February and in June.

#### 29.2.5 SAI-Severely Handicapped (SH) Caseload: 14 pupils

The total SAI-SH target caseload shall be 14 students. If a teacher has more than 14 students on his/her caseload for more than 15 days per semester, the teacher will be eligible to receive a stipend in the amount of \$3.00 for each student per day over 14 students on his/her caseload, provided, however, that the \$3.00 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 14 students on his/her caseload. The payment will be made twice per year: in February and in June.

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

#### 29.3 Case Management:

- 29.3.1 IEP summaries should be delivered to all regular classroom teachers in a timely manner. Special Education Case Manager Lists should be delivered by the Special Education Department Chairperson to regular education classroom teachers within two (2) weeks of the first student instructional day of each school year or within two (2) weeks of a new student's first day of attendance at a new school.
- 29.3.2 Regular communication between Special Education case managers and mainstream teachers should be the norm.
- 29.3.3 At all times, the integrity and confidentiality of the IEP process shall be maintained.
- 29.3.4 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: ED, TM, SH, and Satellite/Beacon. SAI teachers shall be responsible for completing and submitting to the District, prior to parents receiving a progress report in the mail at each progress report interval, a Case Manager Log that shows evidence of collaboration, testing, and case management per pupil. A Sample Case Manager Log is attached as Appendix G. Alternative Case Manager Logs are accepted with prior approval from the Director of Special Education.

#### 29.4 Inclusion Guidelines:

- 29.4.1.1 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.

- 29.4.1.2 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:
- 29.4.1.2.1 Special Education Case Manager(s) for the student(s) concerned.
  - 29.4.1.2.2 Special Education Department Chair.
  - 29.4.1.2.3 Assistant Principal or Principal.
  - 29.4.1.2.4 Site Program Specialist or District Special Education Staff.

29.4.1.3 Instructional Support:

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

29.4.1.4 Speech and Language Therapist

The target caseload for Speech Therapists is 55 students.

### SIGNATURE CLAUSE

In witness whereof, the Campbell Union High School Teachers Association/CTA/NEA has caused this Agreement to be signed by its President, and the Campbell Union High School District Board of Trustees has caused this Agreement to be signed on its behalf by the Superintendent.

For the Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

For the Board

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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Date

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Witness

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Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## 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. The following language will be deemed deleted and obsolete as of July 1, 2019 and the parties are removing the amount of units that can be earned and applied to class/column advancement in a school year: No more than eight (8) semester units are earned during



the course of any single school year, although any number of semester units may be earned during the summer;

- c. The following language will be deemed deleted and obsolete as of July 1, 2019 and the parties are removing the amount of units that can be earned and applied to class/column advancement in a school year: No more than one (1) class advancement is allowed in a single year;
- d. 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.)
- e. 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 16, 21, 26, and 31 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:

For bargaining unit members hired prior to the 2004-2005 school year, up a to maximum of 5 years teaching experience outside the District shall be applied toward the longevity step seventeen (17). This teaching credit is in addition to the teaching credit the employee will have accrued by virtue of his/her years of experience in the District.

If the parcel tax passes, the District will implement the remaining credit for outside teaching experience in the 2005-2006 school year.

If the parcel tax does not pass, the remaining credit for outside teaching experience shall be phased in as follows:

- September 1, 2005, any bargaining unit member hired prior to the 2004-2005 school year, up to an additional maximum of 3 years teaching outside the District shall be applied toward the longevity step seventeen (17). This teaching credit is in addition to the teaching credit the employee will have accrued by virtue of his/her years of experience in the District.
- Effective August 31, 2005, any bargaining unit member hired prior to the 2004-2005 school year, up to an additional maximum of 3 years of teaching outside the District shall be applied toward the longevity step seventeen (17). This teaching credit is in addition to the teaching credit the employee will have accrued by virtue of his/her years of experience in the District.

For bargaining unit members hired for the 2004-2005 school year and thereafter, the “longevity steps” that required seventeen (17) years of services within the District shall be no longer applicable. For these employees the existing salary schedule steps of seventeen (17), twenty two (22), twenty-seven (27), and thirty-two (32) on the current salary schedule shall be considered as any other step on the salary schedule. A maximum of eleven (11) years of service outside the District will count toward longevity.

Contingent upon the parties having fully ratified their successor collective bargaining agreement (with an effective date of September 1, 2016), the District proposes that for newly hired bargaining unit employees whose first date of paid service for the District

is on or after January 1, 2017, a maximum of thirteen (13) years of service outside the District will count toward longevity.

It is the specific intent of the parties that as of the 2006-2007 school year no bargaining unit member shall be required to wait more than five (5) school years between steps twelve (12), step seventeen (17), step twenty-two (22), step twenty-seven (27), and thirty-two (32) on the salary schedule.

### CAMPBELL UNION HIGH SCHOOL DISTRICT

#### 2018-2019 CERTIFICATED TEACHER SALARY SCHEDULE

182 CONTRACTED DAYS

3% Increase Effective 8/10/2018

Board Approved December 13, 2018

Step	Column A AB + 0-29 Sem Units		Column B AB + 30-44 Sem Units		Column C AB + 45-59 Sem Units		Column D AB + 60-74 Sem Units		Column E AB + 75+ Sem Units	
	Base Salary	Parcel Tax Stipend	Base Salary	Parcel Tax Stipend	Base Salary	Parcel Tax Stipend	Base Salary	Parcel Tax Stipend	Base Salary	Parcel Tax Stipend
Step 1	\$ 58,250.00	\$ 1,216.00	\$ 58,250.00	\$ 1,370.00	\$ 58,250.00	\$ 1,370.00	\$ 58,250.00	\$ 1,370.00	\$ 60,921.00	\$ 1,433.00
Step 2	\$ 58,250.00	\$ 1,229.00	\$ 58,250.00	\$ 1,370.00	\$ 58,250.00	\$ 1,370.00	\$ 60,921.00	\$ 1,433.00	\$ 64,174.00	\$ 1,509.00
Step 3	\$ 58,250.00	\$ 1,293.00	\$ 58,250.00	\$ 1,370.00	\$ 60,921.00	\$ 1,433.00	\$ 64,174.00	\$ 1,509.00	\$ 67,417.00	\$ 1,585.00
Step 4	\$ 58,250.00	\$ 1,370.00	\$ 60,921.00	\$ 1,433.00	\$ 64,174.00	\$ 1,509.00	\$ 67,417.00	\$ 1,585.00	\$ 70,662.00	\$ 1,662.00
Step 5	\$ 60,921.00	\$ 1,433.00	\$ 64,174.00	\$ 1,509.00	\$ 67,417.00	\$ 1,585.00	\$ 70,662.00	\$ 1,662.00	\$ 74,315.00	\$ 1,748.00
Step 6	\$ 64,174.00	\$ 1,509.00	\$ 67,417.00	\$ 1,585.00	\$ 70,662.00	\$ 1,662.00	\$ 74,315.00	\$ 1,748.00	\$ 77,154.00	\$ 1,814.00
Step 7	\$ 67,417.00	\$ 1,585.00	\$ 70,662.00	\$ 1,662.00	\$ 74,315.00	\$ 1,748.00	\$ 77,154.00	\$ 1,814.00	\$ 80,399.00	\$ 1,891.00
Step 8	\$ 70,662.00	\$ 1,662.00	\$ 74,315.00	\$ 1,748.00	\$ 77,154.00	\$ 1,814.00	\$ 80,399.00	\$ 1,891.00	\$ 83,647.00	\$ 1,967.00
Step 9	\$ 74,315.00	\$ 1,748.00	\$ 77,154.00	\$ 1,814.00	\$ 80,399.00	\$ 1,891.00	\$ 83,647.00	\$ 1,967.00	\$ 86,894.00	\$ 2,043.00
Step 10	\$ 77,154.00	\$ 1,814.00	\$ 80,399.00	\$ 1,891.00	\$ 83,647.00	\$ 1,967.00	\$ 86,894.00	\$ 2,043.00	\$ 90,132.00	\$ 2,120.00
Step 11	\$ 80,399.00	\$ 1,891.00	\$ 83,647.00	\$ 1,967.00	\$ 86,894.00	\$ 2,043.00	\$ 90,132.00	\$ 2,120.00	\$ 93,384.00	\$ 2,196.00
Step 12-16	\$ 83,647.00	\$ 1,967.00	\$ 86,894.00	\$ 2,043.00	\$ 90,132.00	\$ 2,120.00	\$ 93,384.00	\$ 2,196.00	\$ 96,622.00	\$ 2,272.00
Step 17-21	\$ 86,923.00	\$ 2,044.00	\$ 90,169.00	\$ 2,120.00	\$ 93,408.00	\$ 2,197.00	\$ 96,659.00	\$ 2,273.00	\$ 99,898.00	\$ 2,349.00
Step 22-26	\$ 90,198.00	\$ 2,121.00	\$ 93,445.00	\$ 2,198.00	\$ 96,683.00	\$ 2,274.00	\$ 99,934.00	\$ 2,350.00	\$ 103,173.00	\$ 2,426.00
Step 27-31	\$ 93,473.00	\$ 2,198.00	\$ 96,719.00	\$ 2,275.00	\$ 99,957.00	\$ 2,351.00	\$ 103,210.00	\$ 2,427.00	\$ 106,447.00	\$ 2,503.00
Step 32	\$ 96,749.00	\$ 2,275.00	\$ 99,994.00	\$ 2,352.00	\$ 103,233.00	\$ 2,428.00	\$ 106,484.00	\$ 2,504.00	\$ 109,724.00	\$ 2,580.00

\$2,286.00 Master's Degree

\$2,286.00 Doctoral Degree

Longevity (at the beginning of years 17, 22, 27, and 32)

Up to 13 years of full-time certificated experience honored for initial placement

## APPENDIX B

### ADDED COMPENSATION/ACTIVITY CLASSIFICATIONS

The extension of the pilot activities program will be in effect July 1, 2018 through June 30, 2019.

<b>Activity Pay for 2018-2019 Stipends</b>		
	<b>Stipend Amount</b>	<b>Maximum # of personnel per site</b>
<b><u>Category IV</u></b>	<b>\$3,931</b>	
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
<b><u>Category III</u></b>	<b>\$3,118</b>	
Badminton Head Coach		1
Band/Music Director w/ 3 performances		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
Golf Coach		1
Jr. Varsity Basketball Head Coach (girls)		1
Jr. Varsity 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
Speech & Debate Advisor		1
Spring Tennis Head Coach		1

***Open Activity		1
<b><u>Category II</u></b>	<b>\$2,305</b>	
Choir Advisor (2 performances)		1
Orchestra Advisor (2 performances)		1
Spirit Commission Advisor		1
Varsity Football Assistant		2
*** Open Activity		1
*** Open Activity		1
<b><u>Category I</u></b>	<b>\$1,478</b>	
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 <b>Open activities are not</b>		1
*** Open Activity <b>to</b>		
*** Open Activity <b>be used for athletic</b>		1
*** Open Activity <b>stipends</b>		

#### EXPERIENCE BONUS

An experience bonus of \$200 will be paid after 5, 10, and 15 years to any activity participant in any category listed in Added Compensation.

#### ACTIVITIES COMPENSATED BY REGULAR SALARIES

Chess Club

Ethnic Club

\*Admissions Control

Finance Commission

Art Commission

Foreign Exchange Club

\*Athletic Timing

Intramurals

\*Recycling Program

Key Club

CIF Eligibility and Insurance	Language Club
Class Advisor-Head	Letterpersons Club
Creative Dance Club	Literary Magazine Club
CSF and Honor Society	Outdoor Club
*(if snack bar included)	Publicity for News Media
Dance Commission	Service Records Commission
Designers Club	Ski Club
Drama Club	Snack Club
Drama Production Assistant	Speech and Debate Assistant *(if 2 plays)
Duplicating Services	*Spirit Assistant
Ecology Club	Student Body Card/Yearbook Sales
Election Commission	Student Body Card/Yearbook Sales
	Tutorials
	*Utilities Commission

Some titles given in this Appendix 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

<b>Supplemental Work</b>	<b>Rate</b>
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
2018-19 Extended Learning / Intervention Support: Small group intervention and instructional support for grade recovery. Includes one hour planning and one hour instructional support.	\$50 / Hour

## **APPENDIX C**

### **ACTIVITY COMMITTEES**

The District and CHSTA shall convene an Activities Review Committee whose objective will be to examine contract language for activities assignments, evaluate current practice for activities assignments, and offer suggestions for improved articulation between the two. In specific, the Committee shall review the contract language pertaining to categorization of activities and stipends for each category, as well as the practices in place at the various school sites relating to who assigns and supervises activities assignments and the process utilized for such assignments. The Committee shall consist of four CHSTA members, to be selected by CHSTA, and four District employees, to be chosen by the District.

The Committee will evaluate these issues and submit recommendations to the respective parties for negotiations. Said recommendations can only be implemented by mutual agreement between CHSTA and the District.



## **APPENDIX D**

### **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 measureable 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/VP 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 8<sup>th</sup> grade parent nights
- Participating in articulation with middle schools

# APPENDIX E

## CAMPBELL UNION HIGH SCHOOL DISTRICT 2018-2019 (revised)

<b>JULY 2018</b> 	<b>AUGUST 2018</b> 	<b>SEPTEMBER 2018</b> 
<b>OCTOBER 2018</b> 	<b>NOVEMBER 2018</b> 	<b>DECEMBER 2018</b> 
<b>JANUARY 2019</b> 	<b>FEBRUARY 2019</b> 	<b>MARCH 2019</b> 
<b>APRIL 2019</b> 	<b>MAY 2019</b> 	<b>JUNE 2019</b> 

**JULY**  
4 Independence Day-Legal Holiday

**AUGUST**  
7-8 New Teacher Orientation  
9 Professional Development Day  
10 Teacher Work Day-School Not in Session  
13 First Day of Classes-A Day

**SEPTEMBER**  
3 Labor Day-Legal Holiday  
21 Minimum A Day-End of Grading Period  
24 Minimum B Day-End of Grading Period

**OCTOBER**  
8 School Not in Session  
26 Minimum A Day-End of Grading Period  
27 Minimum B Day-End of Grading Period

**NOVEMBER**  
12 Veteran's Day Observed-Legal Holiday  
19-21 School Not in Session-No Teachers/  
22 Thanksgiving Day-Legal Holiday  
23 Day after Thanksgiving-Local Holiday

**DECEMBER**  
19-21 Finals  
21 End of Semester  
24-Jan. 4 Winter Break-School Not in Session  
25 Legal Holiday  
26 Local Holiday  
27 Local Holiday-All Classified Employees

**JANUARY**  
1 New Years Day-Legal Holiday  
2 Local Holiday  
7 First Day Second Semester-A Day  
21 Martin Luther King Jr. Day-Legal Holiday  
30 Professional Development-No Students

**FEBRUARY**  
14 Minimum A Day-End of Grading Period  
15 Minimum B Day-End of Grading Period  
18-22 President's Break-School Not in Session  
18 Washington's Birthday-Legal Holiday  
22 Lincoln's Birthday Observed-Local Holiday

**MARCH**  
15 School not in session  
18 School Not in Session

**APRIL**  
4 Minimum A Day-End of Grading Period  
5 Minimum B Day-End of Grading Period  
8-12 Spring Break-School Not in Session

**MAY**  
27 Memorial Day - Legal Holiday  
28 Non Work Day-School Not in Session

**JUNE**  
4-6 Finals  
6 Graduation-End of Grading Period  
7 Teacher Work Day-School Not in Session

Legend: Legal Holiday  
 Local Holiday  
 Classified only  
 First & Last day of teacher contract  
 Professional Development no students  
 First & Last day of Semester/School  
 School Recess  
"b/w" Begin or End of Grading Period  
"m" Minimum Day "PD" no students  
"T" Finals

Teachers: 162 Days / Students: 180 Days  
2 Voluntary Professional Development Days  
**Semester 1**  
Student: 87 days  
Teacher: 88 days  
**Semester 2**  
Student: 93 days  
Teacher: 94 days

Board Adopted: 01/18/2018

## Appendix F

Case Manager Name: Case Manager Log		School Site: Week ending:	
Current focus/challenge or concern:		Collaboration/Case Management techniques	
Assessment/Testing		Plan/Action Items	

Student name: \_\_\_\_\_ Annual IEP date: \_\_\_\_\_ Triennial IEP date: \_\_\_\_\_  
Attendance: M T W TH F (circle days present) Missing assignments and/or referrals: attach school loop and highlight zeros Need BIP Y/N

Case Manager Name: Sample Manager School Site:  
Case Manager Log Week ending:

<p>Current focus/challenge or concern:</p> <p>Sample Student is an 11<sup>th</sup> grader new to my caseload this year. After reviewing her last IEP, I noticed several concerns I need to follow up with:</p> <ul style="list-style-type: none"> <li>▪ Her IEP reads Speech Consult for articulation-contact SLP</li> <li>▪ Last semester goal updates are missing</li> <li>▪ She's due for a tri in December</li> <li>▪ She's on a diploma track-no transcript or course of study attached</li> <li>▪ She has a health plan in place for seizures-takes meds daily</li> <li>▪ Behavior goal for attendance</li> <li>▪ Profile Sheet</li> </ul>	<p>Collaboration/Case Management techniques</p> <ul style="list-style-type: none"> <li>▪ Informed all teachers on updated profile sheet</li> <li>▪ Send email to SLP regarding speech consult and offered time to meet during prep</li> <li>▪ Printed transcript on Schoolloop-Sample is behind in credits-send email to request Academic Counselor to double check transcript and offer suggestions to make up courses-if necessary</li> <li>▪ Emailed English teacher on CAHSEE scores: essay writing is an area of need and an IEP goal as well</li> <li>▪ Checked Schoolloop for green sheets for Sample's courses</li> <li>▪ Emailed school nurse to check on health plan and med use</li> <li>▪ Checked Aeries for attendance last semester to track IEP behavior goal</li> <li>▪ Called parent at work to introduce myself-noted in communication log</li> </ul>
<p>Assessment/Testing</p> <ul style="list-style-type: none"> <li>▪ Reviewed on Aeries Sample's CAHSEE scores: ELA 318 and Math 348.</li> <li>▪ Emailed School Psych to look at tri date and discuss assessment plan-include nurse for health plan</li> <li>▪ When meeting with SLP-ask about assessment to exit at tri</li> <li>▪ Looked at CST's-student below basic in EL-will need to follow up with Eng. Teacher on accommodations</li> </ul>	<p>Plan/Action Items</p> <ul style="list-style-type: none"> <li>▪ Look at possible speech exit at tri</li> <li>▪ Track attendance</li> <li>▪ Track performance in Eng. to raise ELA CAHSEE score on essay portion</li> <li>▪ Confirm receipt of student profile by teachers and emphasize accommodations</li> <li>▪ Collaborate with gen ed teachers on due dates of major projects and get input on how they weigh their assignments for the final grade</li> </ul>

Student name: Sample Student Annual IEP date:12-03-2014 Triennial IEP date:12-03-2014

Attendance: M T W T H F (circle days present) Missing assignments and/or referrals: attach school loop and highlight zeros Need BIP Y/N

## Appendix G

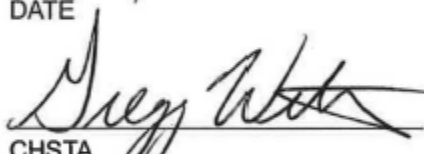
### Study Hall


#### **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 not 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 Page 6 administration shall solicit the 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 the 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.
- d. 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.

6/21/18  
DATE  
  
CHSTA

6/21/2018  
DATE  
  
CUHSD