

HAPPY VALLEY SCHOOL DISTRICT AND HAPPY VALLEY EA

COLLECTIVE BARGAINING AGREEMENT
2022-2024

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Article 1: Agreement

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Happy Valley Elementary School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Happy Valley Education Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 1.3 Any individual contract between the District and a bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement unless the District and Association have mutually agreed to an exemption from the terms and conditions of this agreement.
- 1.4 This Agreement shall remain in full force and effect from July 1, 2022 until June 30, 2024.

Article 2: Recognition

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees excluding the following:
 - Management employees
 - Confidential employees
 - Supervisory employees
 - Day-to-day or short-term substitute employees
 - Retired, Hourly and Temporary Employees
- 2.2 Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of this Agreement.
- 2.3 New certificated positions which are established during the term of this Agreement shall first be reviewed by the District and the Association as to their inclusion in the bargaining unit and shall thereafter be accredited to the unit if such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute will be referred to the Public Employment Relations Board for a decision.

Article 3: Negotiations Procedure

- 3.1 Except as otherwise provided in this Article, during the term of this Agreement the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obliged to meet and negotiate with respect to any subject or matter that is within the scope of bargaining whether referred to or covered in this Agreement or not.

- 3.2 The parties agree to reopen negotiations on salary and two (2) other articles of each party's choice annually for the term of this agreement
- 3.3 The parties agree that during the term of this Agreement, the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation.
- 3.4 The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than thirty (30) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 3.5 Within forty (40) days of ratification of the Agreement by both parties, the District and Association shall have copies of this initial contract prepared and delivered to each unit member in the District plus one for use by the Association. The District shall give a copy of the Agreement to any new bargaining unit members it hires during the term of the Agreement. Both parties shall possess an electronic copy of the Agreement.
- 3.6 It is understood that the specific provisions contained in this Agreement shall prevail over District Handbook language to the extent that they are inconsistent.
- 3.7 In the event that provisions of the Handbook or other written District policy conflict with the collective bargaining agreement the collective bargaining agreement will govern. The District agrees not to make changes to the Handbook or modify or adopt new policies on subjects that are mandatory subjects of bargaining without fulfilling all bargaining obligations.

Article 4: Savings

- 4.1 Reduction or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement and which are mandatory subjects of bargaining shall obligate the parties within thirty (30) days of a demand to bargain such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement.
- 4.2 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 4.3 Upon mutual agreement, the parties shall commence negotiations regarding matters related to the contractual provision held contrary to law by a court of competent jurisdiction.

Article 5: Discipline and Complaint Procedures

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that whenever possible, progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate as determined by the District. Progressive steps may be as follows:

- 5.1 **Verbal Warnings:** Except in those situations where an immediate suspension or more serious discipline is warranted, an employee shall be first verbally warned by the supervisor. This warning will be documented in writing and a copy will be sent to the employee. The warning shall clearly state at the top "Verbal Warning." This warning shall not initially be placed in the employee's official personnel file unless it becomes attached to more serious discipline later.
- 5.2 **Written Warnings:** Except in those situations where immediate suspension or more serious discipline is warranted, an employee shall be warned in writing by the supervisor. This warning will be documented in writing and a copy will be sent to the employee. The warning shall clearly state at the top "Written Warning." This warning shall not initially be placed in the employee's official personnel file unless it becomes attached to more serious discipline later.
- 5.3 **Written Reprimand:** Written reprimands will be documented in writing and a copy will be sent to the employee. The written reprimand shall clearly state at the top "Written Reprimand." Written reprimands will be placed in the employee's official personnel file. An employee has ten (10) days to submit a written response to the Written Reprimand which will be included with the Written Reprimand in the employee's official personnel file.
- 5.4 **Suspension Without Pay**
 - 5.4.1 Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president upon request of the employee. The notice of suspension will contain:
 - A statement of the specific acts or omissions upon which the discipline is based;
 - A statement of the cause(s) for which the suspension is recommended;
 - Where applicable, the Ed Code section, District policy, rule, regulation, or directive violated;
 - Proposed penalty and the effective date; and
 - Copies of any documentary evidence upon which the recommendation is based (if not previously provided to the bargaining unit member).

5.5 Dismissal

Shall be handled in accordance with the Education Code.

5.6 Grievability

This Article is intended for the purposes of suspension to replace the provisions of the Education Code. Suspensions without pay may be appealed under the grievance procedure in Article 9. If the Association does not demand a hearing within three (3) days, the suspension without pay may be imposed immediately by the superintendent or designee.

Article 6: Grievance Procedure

6.1 Grievance Definition

A "grievance" is a claim by one (1) or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement; or of an existing District rule, policy, regulation, or law. A grievance may be filed by a unit member or members or by the Association making the claim.

6.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems that may arise, from time to time, affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.3 Procedure

A grievant may be represented at all stages of the grievance by an Association representative(s).

6.3.1 Informal Level

Prior to initiating a formal written grievance, the potential grievant shall meet with his/her immediate supervisor and attempt to resolve the potential grievance informally. If the informal procedure does not resolve the difficulty, the grievant may proceed to Level I.

6.3.2 Level I: Administrator

Within ten (10) days after the grievant knew or reasonably should have known of the alleged violation of the Agreement the grievant shall present a grievance in writing using the grievance form. The District Administrator shall meet with the aggrieved party and/or designated Association representative, if any, within ten (10) days of receipt of the grievance. The District Administrator shall provide a written disposition the grievance, including the reasons therefore, within ten (10) days of such meeting. If the grievant is not satisfied with the disposition of the grievance, the grievance may be appealed to Level II.

6.3.3 Level II: Mediation

The grievant shall notify the District Administrator in writing within five (5) days of receipt of the Level I decision of the decision to proceed to Level II.

6.3.3.1 The grievant and/or the Association, within ten (10) days, may submit the grievance to confidential non-binding mediation through the California Department of Industrial Relations, State Mediation and Conciliation Service ("SMCS").

6.3.3.2 An impartial mediator from SMCS shall be selected jointly by the grievant and the District within ten (10) days of the receipt of the written request. If the parties fail to agree on a mediator the parties shall have a mediator assigned by State Mediation.

6.3.3.3 Mediation shall commence at the convenience of the mediator. Mediation sessions shall be confined to school days. In order to make the most efficient use of the mediator's time, mediation sessions shall extend beyond normal school hours, by mutual agreement.

6.3.3.4 The fees and expenses of the mediator shall be paid by SMCS.

6.3.3.5 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. The agreement shall be nonprecedential and shall constitute a settlement of the grievance.

6.3.3.6 If the Mediation process has not been successful in resolving the grievance within ten (10) days from the first meeting held by the Mediator, either party may terminate Level II and move the grievance to Level III for a decision by the Board.

6.3.4 Level III: Board

Within thirty (30) days of written request to move the grievance to Level III, the District shall schedule a hearing before the Board of Trustees and shall notify the grievant and Association in writing of the time and place.

6.3.4.1 The District, the grievant and/or their representative(s) shall be given an opportunity at the hearing to present witnesses and documentary evidence and to make arguments on behalf of the District or grievant.

6.3.4.2 The Board shall render a written decision within (15) days of the hearing, giving reasons for its decision. The decision of the Board shall be final.

- 6.3.4.3 Either party has the right to have the grievance heard in a confidential hearing.
- 6.4 No reprisals of any kind shall be taken by the District and/or the Association against anyone by reason of participation in the grievance procedure or support of any participant in the process.
- 6.5 All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of participants. This section does not preclude the District from filing grievance documents in the personnel file if the District determines that the nature of the grievance otherwise justifies placing documents in the personnel file.
- 6.6 The specified time limits in this procedure may be extended by mutual agreement in writing between the grievant and the District. The Association shall be notified if timelines have been extended.
- 6.7 Grievances of a similar or like nature may be joined as a single grievance by the Association.

Article 7: Professional Rights

7.1 Academic Freedom

- 7.1.1 Academic freedom shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas in so far as such facts and ideas reflect state and local prescribed courses of study.
- 7.1.2 Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and District policy and administrative rules and regulations.
- 7.1.3 In performing teaching functions, employees shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective and judicious manner. An employee, however, shall not utilize his/her position to attempt to influence students with his/her own personal, political, and/or religious views. If views expressed are controversial issues, then sufficient information shall be made available on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis. Board policies and administrative regulations regarding controversial issues shall be followed.

7.2 Personnel Files

Official personnel files will be maintained by the District for all bargaining unit employees. With advanced notice, unit members may arrange to review the contents of their personnel file in accordance with District rules. Personnel files shall be maintained in a confidential manner as required by law.

7.3 Technology

The District shall provide classroom technology equipment teachers are required to use. The District shall provide each unit member with a district email address. Unit members have no expectation of privacy and understand that the District may monitor or examine all system activities to ensure proper use of the system.

7.4 Lactation Accommodations

The District will provide lactation accommodations in accordance with the law.

Article 8: District Rights

8.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

8.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency as defined in Government Code Section 54956.5. In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.

8.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.

Article 9: Association Rights

9.1 Mail Facilities

The Association shall have the right to use the District e-mail and unit member mailboxes including electronic mailboxes for communications to unit members. All communications from the Association shall be so identified.

9.2 Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on an Association bulletin board, which shall be provided in an area frequented by unit members.

9.3 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at reasonable times and consistent with District policies and rules provided that such activities or use do not interrupt the educational program.

9.4 Representation

The Association has the right under the Educational Employment Relations Act (EERA) to represent unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

9.5 Release Time

9.5.1 Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits in accordance with the EERA.

9.5.2 Grievants and Association representatives shall be provided release time for grievance processing meetings held by the District at no loss of salary or other benefits.

9.6 Access to Information

9.6.1 The District, upon request by the Association, shall provide the Association, within ten (10) days, or as soon as is practical, all requested information concerning the financial resources and staffing of the District. In addition, the District, upon request and consistent with the law, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative.

9.6.2 Upon request from the Association, the District shall make available each semester, a list of all bargaining unit members, their work assignment and work email address.

9.6.3 The District shall provide the Association the name and contact information for each new hire in the bargaining unit within ten days of their hire. If the District provides an orientation or training for new hires in the bargaining unit, the District shall notify the Association and provide the Association with at least fifteen (15) minutes to introduce and discuss the role of the union and to provide membership information.

9.7 Dues Deduction

9.7.1 Any bargaining unit member may join the Association and authorize dues deduction from his or her paycheck. The Association will provide to the District copies of member forms authorizing deduction of exclusive representative's membership dues. Such authorization shall continue in

effect from year to year under this Agreement unless the Association provides notice of revocation. Pursuant to such authorization, the employer shall deduct one-tenth (1/10) of such dues from the regular salary check of the member of the Association each month for ten (10) months. Deductions for members of the Association who authorize dues deduction after the commencement of the school year shall be appropriately prorated.

- 9.7.2 As per California Teachers Association membership procedures, Association members shall provide notice of intent to drop membership in writing to the local Association President. The Association President shall notify the District of any union members dropping HVEA/CTA/NEA membership.
- 9.7.3 The Association agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgements which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

Article 10: Reassignments

- 10.1 Unit members may be reassigned at the discretion of the District.
- 10.2 A unit member may request reassignment when there is a vacancy.
- 10.3 A unit member whose request is denied shall be granted a meeting with the Superintendent to discuss reasons for the denial.
- 10.4 Unit members who are involuntarily reassigned during the school year and forced to move classrooms, shall be allowed two paid days of release time for preparation and moving prior to the effective date of the reassignment.
- 10.5 A unit member may request to be notified of any vacancies by email during the summer and shall submit the request to the Superintendent in writing prior to the start of the summer break.

Article 11: Procedures for Evaluation

- 11.1 Evaluations will be conducted according to the following procedures:

- 11.2 All probationary and/or temporary teachers shall be evaluated annually. At the end of two years, the district will either non-relect the probationary and or temporary teacher or grant probationary status.
- 11.3 If probationary status has been granted, then probationary teachers shall be evaluated at least every two years. Probationary teachers who do not receive satisfactory evaluations for two (2) consecutive years shall return to the annual evaluation cycle. If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
- 11.4 The first formal observation shall take place no later than February 1st. The completed written evaluation and conference will be completed no later than May 10th. The employee has ten days to write a response to the evaluation if the employee disagrees with the evaluation. The written response will be attached to the report.

Article 12: Work Day/Work Year

- 12.1 The length of the school day shall be fifteen (15) minutes before the start of the school to thirty (30) minutes after students have been dismissed. The length of the school day may be modified by mutual agreement of the site certificated faculty and site administration.
- 12.2 In addition to the school day defined in 12.1 above, the contracted workday shall include staff meetings scheduled each month not to exceed four hours per month. The District additionally has the authority to call mandatory emergency meetings as needed. Participation in Site Council, board meetings, and parent club shall rotate among employees to ensure fairness.
- 12.3 Bargaining unit employees are required to attend Back-to-School Night and Open House.
- 12.4 The District Administrator will assign additional instructional duties to the Transitional Kindergarten/Kindergarten teacher beyond the Transitional Kindergarten/Kindergarten instructional day if the Transitional Kindergarten/Kindergarten teacher's instructional day is shorter than the primary instructional day.
- 12.5 The Superintendent shall consult with unit members regarding scheduling professional development, teacher workdays and events for the following year calendar.
- 12.6 The teacher work year shall be 185 days per year. Unit members shall provide instruction for 180 days per year. Unit members shall render service for three days prior to the first day of student instruction. There shall also be two professional development days. Teachers can check out after school on the last

student day or one day of the following week based on mutual agreement of the administration and teacher.

Article 13: Safety

- 13.1 It is the responsibility of all employees to observe safety rules and regulations. All employees are expected to exercise habits of safety in the performance of their duties and encourage habits of safety in others. The District shall take reasonable steps to ensure safe working conditions for all unit members including taking reasonable steps to correct conditions determined by the District to be unsafe.
- 13.2 Unit members who witness an accident or injury on District property or on a field trip, or during any District sponsored event must report it as soon as possible.
- 13.3 Employees shall report promptly to the Superintendent/Principal or main office personnel any unsafe condition, incident, or practice in which in his/her opinion is unsafe and warrants investigations. The District shall investigate such matters as promptly as possible. If the administration finds that remedial action is necessary, it shall be carried out with reasonable promptness. If the matter is considered emergency in nature the employee shall immediately report the condition to the Superintendent/Principal or main office personnel.
- 13.4 At least once a year the District administrator will provide appropriate safety information to unit members and discuss safety procedures affecting unit members (e.g. campus evacuation or lockdown procedures.)

Article 14: Leaves

14.1 Sick Leave

- 14.1.1 Ten (10) days of sick leave credit are provided annually for employees working full-time for a full contract year. This leave is prorated if the unit member works less than full-time or less than a full year.
- 14.1.2 Earned sick leave may be accumulated from year-to-year. Earned sick leave may be transferred to or from other California school districts in accordance with the law.
- 14.1.3 When all sick leave credit has been exhausted, an employee absent for illness receives the difference between his/her pay and the substitute rate for a period of five (5) months.

14.2 Personal Necessity Leave

- 14.2.1 Certificated personnel may use a maximum of ten of their accrued sick leave days during each contract year for personal necessity pursuant to Education Code 44981.
- 14.2.2 Acceptable reasons for the use of personal necessity leave days as prescribed by District Regulation and Education Code include:
- 14.2.2.1 Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.
 - 14.2.2.2 An accident involving the employee's person or property or the person or property of a member of the immediate family.
 - 14.2.2.3 A serious illness of a member of the employee's immediate family.
 - 14.2.2.4 Required court appearance.
 - 14.2.2.5 Fire, flood, or other immediate danger to the home of the employee.
 - 14.2.2.6 Personal legal business of a serious nature, which the employee cannot disregard.
 - 14.2.2.7 One day per month (up to five days each year) to participate in child's school activity.
- 14.2.3 Items in 14.2.2.1 and 14.2.2.2 do not need advanced permission. Leave for personal necessity may be allowed for other reasons at the discretion of the superintendent
- 14.2.4 Personal Necessity Business Leave
A subset of up to two (2) Personal Necessity day allotment per school year may be used for Personal Business Leave and may be used at unit members' discretion with the exception of extensions of weekends or holidays or for vacation. However, personal business that must be conducted on a Friday or Monday may be authorized by the Superintendent. Unit members shall be required to obtain substitute coverage for approval of this leave. Unit members shall not be required to give verification or explain the reason for the leave. Personal Business Leave shall be deducted from the unit member's accrued sick leave.
- 14.2.5 Yearly, District auditors randomly review employee attendance records to see if an individual's pattern of attendance is in violation of the reasons for the use of personal necessity leave as established by code and District regulation. Auditors and State regulators feel misuse of this Education Code constitutes a "gift of public funds" for other than the intended use.

14.3 Bereavement Leave

14.3.1. A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. If out-of-state travel or travel in excess of 300 miles one way is required, a unit member shall be entitled to a maximum of two (2) days additional paid Bereavement Leave. Bereavement leave shall not be accumulative and shall not be charged against any other leave.

14.3.2. For the purposes of Bereavement Leave member of the "immediate family" is defined as 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, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, stepmother, mother-in-law, brother-in-law, sister-in-law, stepfather, father-in-law, stepson, stepdaughter, legal guardian, or foster children of the unit member, or a long-term resident of the household of the unit member.

14.4 Leaves contained in the Faculty Handbook are subject to the Grievance Procedure of this Agreement.

Article 15: Health and Welfare Benefits

15.1.1 The District shall provide eligible full-time unit members a health and welfare allowance as listed below to be used for health, dental and vision insurance for each unit member and their eligible dependents. Any cost over the allowance shall be borne by unit members through automatic payroll deduction.

15.1.2 The total District health and welfare benefit contribution towards premiums per school/fiscal year is up to \$1,300 per month medical for full family, \$102.82 for employee plus one for dental, and \$23.06 for employee plus one for vision. The total benefit compensation package shall not exceed \$1,425.88 per month.

15.1.2.1 Effective October 1, 2022, the total District health and welfare benefit contribution towards medical premiums per school/fiscal year shall be up to \$1,400 per month for full family coverage. The District shall contribute towards dental and vision premiums up to a maximum amount equivalent to the employee plus one premium amounts.

15.1.2.2 Effective October 1, 2023, the total District health and welfare benefit contribution towards medical premiums per school/fiscal year shall be up to \$1,500 per month medical for full family coverage.

15.1.3 Unit members eligible for health and welfare benefits coverage are those working 50% or greater. Unit members working 50% or greater shall receive the same

percentage of the health and welfare allowance as their work compares to full time. For example, an employee who is 50% F.T.E. will receive 50% of the health and welfare allowance toward benefits.

15.1.4 Unit members working less than 90% of FTE can opt out of coverage in accordance with the rules of the JPA, the carrier and the law.

15.1.5 Retirees and eligible dependents shall have the option to continue to receive District insurance coverage as permitted by the carrier and upon reimbursement for the full monthly premium to the District.

15.1.6 Duration of Benefits

Unit members who work a complete school year shall have fringe benefits under the District's fringe benefit program effective through the last day of July. Unit members beginning a new school year shall have fringe benefits effective on the first day of September. Unit members who are employed subsequent to the first day of the school year shall have their fringe benefits effective from the first day of the month following the hire date of the employee. Effective dates may be modified as required by the JPA, the carrier and/or the law.

Article 16: Salaries

16.1 Salary Increases shall be provided as follows:

16.1.1 Effective in the first full pay period of the 2022-2023 school year bargaining unit employees shall receive an eight percent (8%) salary increase.

16.1.2 Year 2: The parties agree to a re-opener on salary in year two of this Agreement. The parties further agree to a Salary Schedule Review Committee which will meet during the 2022-2023 school year to discuss possible revisions to the salary schedule. The HVEA and the District shall each have the right to have two representatives in these committee meetings and shall meet on mutually agreed upon dates and times. The parties may implement salary schedule changes, if any, as part of the salary re-opener negotiations or absent an agreement either or both parties may propose changes to the salary schedule during the year 2 salary re-opener negotiations.

16.2 The salary schedule shall be based on 185 day salary/workdays, 180 school days, two (2) staff development days, and three (3) teacher work days paid by the District. The salary schedule shall be attached to this agreement as Appendix B.

16.2.1 Unit members who serve other than the required number of workdays set forth in this Agreement shall receive a salary which is not less than that which bears the same ratio to the established annual salary as

determined by their salary position as the number of days they serve bears to the number of F T E working days required by this Agreement. Notwithstanding the above, unit members who serve for one (1) full semester shall receive not less than one-half (1/2) the annual salary applicable to their class and step.

16.2.2 Unit members covered by the salary schedule attached as Appendix B include the following job classifications:

16.2.2.1 Classroom teacher

16.2.2.2 Resource Specialist

16.2.3 The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) equal installments, payable on the last day of each month with appropriate deductions. The provisions of this paragraph shall be subject to the requirements and procedures of the Santa Cruz County Office of Education.

16.2.4 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include but are not limited to Federal and State Income Tax and State Teachers Retirement System contributions.

16.2.5 Optional deductions are those deductions the unit member may legally elect to have taken from his/her gross earnings. Optional deductions must be initiated or ended in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.

16.3 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of fifteen (15) increments.

16.3.1 Unit members whose initial District employment was in a certificated position in programs conducted under contract with public or private educational institutions or other categorically funded projects and who were then subsequently employed as probationary unit members with no break in service shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes, consistent with 16.5 below.

16.4 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step

for their class. For purposes of this section, a year of service shall be defined as working at least seventy-five percent of the days school is in session. A year of service shall be earned for part-time employees who work at least seventy-five percent of their contracted days for each full school year. Salary schedule advancement shall take place at the commencement of the school year.

16.4.1 Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being assigned to programs conducted under contract with public or private educational institutions or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

16.4.2 Course credit for salary placement and movement shall be given for post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Prior approval by the District Administrator is required for all course work and/or other programs for which the unit member wishes to obtain salary schedule credit.

16.4.3 Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

16.4.4 Unit members requesting reclassification from one class (column) to another must file such requests with the District Administrator no later than May 1 of each year. If the District is not notified by May 1, no change in classification shall occur within the next school year. Supporting records or transcripts verifying post-graduate units of study that are to apply toward such a reclassification must be filed with the District Administrator no later than August 1 of the ensuing year.

16.5 Unit members who carry out an assignment for a District approved overnight student field trip shall be compensated either by a stipend of the daily sub rate per night or may take one additional personal business day during the school year, not deducted from the unit member's salary. This day must be used in the school year in which it is earned, does not carry over into the next school year, and may not be cashed out.

16.6 Unit members possessing a Master's Degree shall receive annual compensation in the amount of \$1,200 in addition to their regular salary.

- 16.7 Teachers who teach a combination class shall receive an annual stipend of \$1500. Teachers who teach an extended day of 1,560 instructional minutes per year (120 additional instructional minutes per week) shall receive a stipend of \$1500 per year.

Article 17: Class Size

Class size will be determined by the District to reflect the best interest of the students and to meet the needs of the District's programs.

- 17.1 K-3 classes shall have a class size of 24 or fewer students by September 10th of each academic year.
- 17.2 4-6 grade classes shall have a class size of 28 or fewer students by September 10th of each academic year.

ARTICLE 18: TERM OF AGREEMENT

- 18.1 This Agreement shall remain in full force and effect up to and including June 30, 2024, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15th of its request to modify, amend or terminate the Agreement. If the parties enter into subsequent meeting and negotiating regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor agreement is reached.
- 18.2 The terms of this Agreement shall be effective upon the date of the signing of this Agreement, except as otherwise provided by specific sections of this Agreement.


For the District _____
Date 5/13/22


For the Association _____
Date 5/13/2022

Side Letter of Agreement

Education Association

May 13, 2022

The parties agree to the following Side Letter of Agreement. This Side Letter will be in effect for the 2022-23 school year only. This Agreement may be extended by mutual agreement of the parties.

1. Each classroom teacher may use up to one day ("Assessment Day") each trimester to administer benchmark assessments. Assessment Days prorated are based on FTE.
2. The Assessment Days cannot be used in combination with Personal Business or Personal Necessity days.
3. The purpose of Assessment Days is for teachers to administer and analyze assessments for report cards.
4. Teachers must be on campus during the Assessment Days.
5. Dates must be approved by the administration in advance of taking Assessment Days.
6. Teachers must secure a substitute teacher before requesting dates.

For the District 5/13/2022 date For the HVEA 5/13/22 date

HAPPY VALLEY SCHOOL DISTRICT AND HAPPY VALLEY EA

MEMORANDUM OF UNDERSTANDING
2022-2024

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Article 1: Agreement

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Happy Valley Elementary School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Happy Valley Education Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 1.3 Any individual contract between the District and a bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement unless the District and Association have mutually agreed to an exemption from the terms and conditions of this agreement.
- 1.4 This Agreement shall remain in full force and effect from July 1, 2022 until June 30, 2024.

Article 2: Recognition

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees excluding the following:
 - Management employees
 - Confidential employees
 - Supervisory employees
 - Day-to-day or short-term substitute employees
 - Retired, Hourly and Temporary Employees
- 2.2 Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of this Agreement.
- 2.3 New certificated positions which are established during the term of this Agreement shall first be reviewed by the District and the Association as to their inclusion in the bargaining unit and shall thereafter be accredited to the unit if such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute will be referred to the Public Employment Relations Board for a decision.

Article 3: Negotiations Procedure

- 3.1 Except as otherwise provided in this Article, during the term of this Agreement the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obliged to meet and negotiate with respect to any subject or matter that is within the scope of bargaining whether referred to or covered in this Agreement or not.

- 3.2 The parties agree to reopen negotiations on salary and two (2) other articles of each party's choice annually for the term of this agreement
- 3.3 The parties agree that during the term of this Agreement, the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation.
- 3.4 The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than thirty (30) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 3.5 Within forty (40) days of ratification of the Agreement by both parties, the District and Association shall have copies of this initial contract prepared and delivered to each unit member in the District plus one for use by the Association. The District shall give a copy of the Agreement to any new bargaining unit members it hires during the term of the Agreement. Both parties shall possess an electronic copy of the Agreement.
- 3.6 It is understood that the specific provisions contained in this Agreement shall prevail over District Handbook language to the extent that they are inconsistent.
- 3.7 In the event that provisions of the Handbook or other written District policy conflict with the collective bargaining agreement the collective bargaining agreement will govern. The District agrees not to make changes to the Handbook or modify or adopt new policies on subjects that are mandatory subjects of bargaining without fulfilling all bargaining obligations.

Article 4: Savings

- 4.1 Reduction or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement and which are mandatory subjects of bargaining shall obligate the parties within thirty (30) days of a demand to bargain such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement.
- 4.2 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 4.3 Upon mutual agreement, the parties shall commence negotiations regarding matters related to the contractual provision held contrary to law by a court of competent jurisdiction.

Article 5: Discipline and Complaint Procedures

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that whenever possible, progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate as determined by the District. Progressive steps may be as follows:

- 5.1 **Verbal Warnings:** Except in those situations where an immediate suspension or more serious discipline is warranted, an employee shall be first verbally warned by the supervisor. This warning will be documented in writing and a copy will be sent to the employee. The warning shall clearly state at the top "Verbal Warning." This warning shall not initially be placed in the employee's official personnel file unless it becomes attached to more serious discipline later.
- 5.2 **Written Warnings:** Except in those situations where immediate suspension or more serious discipline is warranted, an employee shall be warned in writing by the supervisor. This warning will be documented in writing and a copy will be sent to the employee. The warning shall clearly state at the top "Written Warning." This warning shall not initially be placed in the employee's official personnel file unless it becomes attached to more serious discipline later.
- 5.3 **Written Reprimand:** Written reprimands will be documented in writing and a copy will be sent to the employee. The written reprimand shall clearly state at the top "Written Reprimand." Written reprimands will be placed in the employee's official personnel file. An employee has ten (10) days to submit a written response to the Written Reprimand which will be included with the Written Reprimand in the employee's official personnel file.
- 5.4 **Suspension Without Pay**
 - 5.4.1 Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president upon request of the employee. The notice of suspension will contain:
 - A statement of the specific acts or omissions upon which the discipline is based;
 - A statement of the cause(s) for which the suspension is recommended;
 - Where applicable, the Ed Code section, District policy, rule, regulation, or directive violated;
 - Proposed penalty and the effective date; and
 - Copies of any documentary evidence upon which the recommendation is based (if not previously provided to the bargaining unit member).

5.5 Dismissal

Shall be handled in accordance with the Education Code.

5.6 Grievability

This Article is intended for the purposes of suspension to replace the provisions of the Education Code. Suspensions without pay may be appealed under the grievance procedure in Article 9. If the Association does not demand a hearing within three (3) days, the suspension without pay may be imposed immediately by the superintendent or designee.

Article 6: Grievance Procedure

6.1 Grievance Definition

A "grievance" is a claim by one (1) or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement; or of an existing District rule, policy, regulation, or law. A grievance may be filed by a unit member or members or by the Association making the claim.

6.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems that may arise, from time to time, affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.3 Procedure

A grievant may be represented at all stages of the grievance by an Association representative(s).

6.3.1 Informal Level

Prior to initiating a formal written grievance, the potential grievant shall meet with his/her immediate supervisor and attempt to resolve the potential grievance informally. If the informal procedure does not resolve the difficulty, the grievant may proceed to Level I.

6.3.2 Level I: Administrator

Within ten (10) days after the grievant knew or reasonably should have known of the alleged violation of the Agreement the grievant shall present a grievance in writing using the grievance form. The District Administrator shall meet with the aggrieved party and/or designated Association representative, if any, within ten (10) days of receipt of the grievance. The District Administrator shall provide a written disposition the grievance, including the reasons therefore, within ten (10) days of such meeting. If the grievant is not satisfied with the disposition of the grievance, the grievance may be appealed to Level II.

6.3.3 Level II: Mediation

The grievant shall notify the District Administrator in writing within five (5) days of receipt of the Level I decision of the decision to proceed to Level II.

6.3.3.1 The grievant and/or the Association, within ten (10) days, may submit the grievance to confidential non-binding mediation through the California Department of Industrial Relations, State Mediation and Conciliation Service ("SMCS").

6.3.3.2 An impartial mediator from SMCS shall be selected jointly by the grievant and the District within ten (10) days of the receipt of the written request. If the parties fail to agree on a mediator the parties shall have a mediator assigned by State Mediation.

6.3.3.3 Mediation shall commence at the convenience of the mediator. Mediation sessions shall be confined to school days. In order to make the most efficient use of the mediator's time, mediation sessions shall extend beyond normal school hours, by mutual agreement.

6.3.3.4 The fees and expenses of the mediator shall be paid by SMCS.

6.3.3.5 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. The agreement shall be nonprecedential and shall constitute a settlement of the grievance.

6.3.3.6 If the Mediation process has not been successful in resolving the grievance within ten (10) days from the first meeting held by the Mediator, either party may terminate Level II and move the grievance to Level III for a decision by the Board.

6.3.4 Level III: Board

Within thirty (30) days of written request to move the grievance to Level III, the District shall schedule a hearing before the Board of Trustees and shall notify the grievant and Association in writing of the time and place.

6.3.4.1 The District, the grievant and/or their representative(s) shall be given an opportunity at the hearing to present witnesses and documentary evidence and to make arguments on behalf of the District or grievant.

6.3.4.2 The Board shall render a written decision within (15) days of the hearing, giving reasons for its decision. The decision of the Board shall be final.

- 6.3.4.3 Either party has the right to have the grievance heard in a confidential hearing.
- 6.4 No reprisals of any kind shall be taken by the District and/or the Association against anyone by reason of participation in the grievance procedure or support of any participant in the process.
- 6.5 All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of participants. This section does not preclude the District from filing grievance documents in the personnel file if the District determines that the nature of the grievance otherwise justifies placing documents in the personnel file.
- 6.6 The specified time limits in this procedure may be extended by mutual agreement in writing between the grievant and the District. The Association shall be notified if timelines have been extended.
- 6.7 Grievances of a similar or like nature may be joined as a single grievance by the Association.

Article 7: Professional Rights

7.1 Academic Freedom

- 7.1.1 Academic freedom shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas in so far as such facts and ideas reflect state and local prescribed courses of study.
- 7.1.2 Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and District policy and administrative rules and regulations.
- 7.1.3 In performing teaching functions, employees shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective and judicious manner. An employee, however, shall not utilize his/her position to attempt to influence students with his/her own personal, political, and/or religious views. If views expressed are controversial issues, then sufficient information shall be made available on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis. Board policies and administrative regulations regarding controversial issues shall be followed.

7.2 Personnel Files

Official personnel files will be maintained by the District for all bargaining unit employees. With advanced notice, unit members may arrange to review the contents of their personnel file in accordance with District rules. Personnel files shall be maintained in a confidential manner as required by law.

7.3 Technology

The District shall provide classroom technology equipment teachers are required to use. The District shall provide each unit member with a district email address. Unit members have no expectation of privacy and understand that the District may monitor or examine all system activities to ensure proper use of the system.

7.4 Lactation Accommodations

The District will provide lactation accommodations in accordance with the law.

Article 8: District Rights

8.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

8.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency as defined in Government Code Section 54956.5. In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.

8.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.

Article 9: Association Rights

9.1 Mail Facilities

The Association shall have the right to use the District e-mail and unit member mailboxes including electronic mailboxes for communications to unit members. All communications from the Association shall be so identified.

9.2 Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on an Association bulletin board, which shall be provided in an area frequented by unit members.

9.3 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at reasonable times and consistent with District policies and rules provided that such activities or use do not interrupt the educational program.

9.4 Representation

The Association has the right under the Educational Employment Relations Act (EERA) to represent unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

9.5 Release Time

9.5.1 Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits in accordance with the EERA.

9.5.2 Grievants and Association representatives shall be provided release time for grievance processing meetings held by the District at no loss of salary or other benefits.

9.6 Access to Information

9.6.1 The District, upon request by the Association, shall provide the Association, within ten (10) days, or as soon as is practical, all requested information concerning the financial resources and staffing of the District. In addition, the District, upon request and consistent with the law, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative.

9.6.2 Upon request from the Association, the District shall make available each semester, a list of all bargaining unit members, their work assignment and work email address.

9.6.3 The District shall provide the Association the name and contact information for each new hire in the bargaining unit within ten days of their hire. If the District provides an orientation or training for new hires in the bargaining unit, the District shall notify the Association and provide the Association with at least fifteen (15) minutes to introduce and discuss the role of the union and to provide membership information.

9.7 Dues Deduction

9.7.1 Any bargaining unit member may join the Association and authorize dues deduction from his or her paycheck. The Association will provide to the District copies of member forms authorizing deduction of exclusive representative's membership dues. Such authorization shall continue in

effect from year to year under this Agreement unless the Association provides notice of revocation. Pursuant to such authorization, the employer shall deduct one-tenth (1/10) of such dues from the regular salary check of the member of the Association each month for ten (10) months. Deductions for members of the Association who authorize dues deduction after the commencement of the school year shall be appropriately prorated.

9.7.2 As per California Teachers Association membership procedures, Association members shall provide notice of intent to drop membership in writing to the local Association President. The Association President shall notify the District of any union members dropping HVEA/CTA/NEA membership.

9.7.3 The Association agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgements which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

Article 10: Reassignments

- 10.1 Unit members may be reassigned at the discretion of the District.
- 10.2 A unit member may request reassignment when there is a vacancy.
- 10.3 A unit member whose request is denied shall be granted a meeting with the Superintendent to discuss reasons for the denial.
- 10.4 Unit members who are involuntarily reassigned during the school year and forced to move classrooms, shall be allowed two paid days of release time for preparation and moving prior to the effective date of the reassignment.
- 10.5 A unit member may request to be notified of any vacancies by email during the summer and shall submit the request to the Superintendent in writing prior to the start of the summer break.

Article 11: Procedures for Evaluation

- 11.1 Evaluations will be conducted according to the following procedures:

- 11.2 All probationary and/or temporary teachers shall be evaluated annually. At the end of two years, the district will either non-relect the probationary and or temporary teacher or grant probationary status.
- 11.3 If probationary status has been granted, then probationary teachers shall be evaluated at least every two years. Probationary teachers who do not receive satisfactory evaluations for two (2) consecutive years shall return to the annual evaluation cycle. If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
- 11.4 The first formal observation shall take place no later than February 1st. The completed written evaluation and conference will be completed no later than May 10th. The employee has ten days to write a response to the evaluation if the employee disagrees with the evaluation. The written response will be attached to the report.

Article 12: Work Day/Work Year

- 12.1 The length of the school day shall be fifteen (15) minutes before the start of the school to thirty (30) minutes after students have been dismissed. The length of the school day may be modified by mutual agreement of the site certificated faculty and site administration.
- 12.2 In addition to the school day defined in 12.1 above, the contracted workday shall include staff meetings scheduled each month not to exceed four hours per month. The District additionally has the authority to call mandatory emergency meetings as needed. Participation in Site Council, board meetings, and parent club shall rotate among employees to ensure fairness.
- 12.3 Bargaining unit employees are required to attend Back-to-School Night and Open House.
- 12.4 The District Administrator will assign additional instructional duties to the Transitional Kindergarten/Kindergarten teacher beyond the Transitional Kindergarten/Kindergarten instructional day if the Transitional Kindergarten/Kindergarten teacher's instructional day is shorter than the primary instructional day.
- 12.5 The Superintendent shall consult with unit members regarding scheduling professional development, teacher workdays and events for the following year calendar.
- 12.6 The teacher work year shall be 185 days per year. Unit members shall provide instruction for 180 days per year. Unit members shall render service for three days prior to the first day of student instruction. There shall also be two professional development days. Teachers can check out after school on the last

student day or one day of the following week based on mutual agreement of the administration and teacher.

Article 13: Safety

- 13.1 It is the responsibility of all employees to observe safety rules and regulations. All employees are expected to exercise habits of safety in the performance of their duties and encourage habits of safety in others. The District shall take reasonable steps to ensure safe working conditions for all unit members including taking reasonable steps to correct conditions determined by the District to be unsafe.
- 13.2 Unit members who witness an accident or injury on District property or on a field trip, or during any District sponsored event must report it as soon as possible.
- 13.3 Employees shall report promptly to the Superintendent/Principal or main office personnel any unsafe condition, incident, or practice in which in his/her opinion is unsafe and warrants investigations. The District shall investigate such matters as promptly as possible. If the administration finds that remedial action is necessary, it shall be carried out with reasonable promptness. If the matter is considered emergency in nature the employee shall immediately report the condition to the Superintendent/Principal or main office personnel.
- 13.4 At least once a year the District administrator will provide appropriate safety information to unit members and discuss safety procedures affecting unit members (e.g. campus evacuation or lockdown procedures.)

Article 14: Leaves

14.1 Sick Leave

- 14.1.1 Ten (10) days of sick leave credit are provided annually for employees working full-time for a full contract year. This leave is prorated if the unit member works less than full-time or less than a full year.
- 14.1.2 Earned sick leave may be accumulated from year-to-year. Earned sick leave may be transferred to or from other California school districts in accordance with the law.
- 14.1.3 When all sick leave credit has been exhausted, an employee absent for illness receives the difference between his/her pay and the substitute rate for a period of five (5) months.

14.2 Personal Necessity Leave

- 14.2.1 Certificated personnel may use a maximum of ten of their accrued sick leave days during each contract year for personal necessity pursuant to Education Code 44981.
- 14.2.2 Acceptable reasons for the use of personal necessity leave days as prescribed by District Regulation and Education Code include:
- 14.2.2.1 Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.
 - 14.2.2.2 An accident involving the employee's person or property or the person or property of a member of the immediate family.
 - 14.2.2.3 A serious illness of a member of the employee's immediate family.
 - 14.2.2.4 Required court appearance.
 - 14.2.2.5 Fire, flood, or other immediate danger to the home of the employee.
 - 14.2.2.6 Personal legal business of a serious nature, which the employee cannot disregard.
 - 14.2.2.7 One day per month (up to five days each year) to participate in child's school activity.
- 14.2.3 Items in 14.2.2.1 and 14.2.2.2 do not need advanced permission. Leave for personal necessity may be allowed for other reasons at the discretion of the superintendent
- 14.2.4 Personal Necessity Business Leave
A subset of up to two (2) Personal Necessity day allotment per school year may be used for Personal Business Leave and may be used at unit members' discretion with the exception of extensions of weekends or holidays or for vacation. However, personal business that must be conducted on a Friday or Monday may be authorized by the Superintendent. Unit members shall be required to obtain substitute coverage for approval of this leave. Unit members shall not be required to give verification or explain the reason for the leave. Personal Business Leave shall be deducted from the unit member's accrued sick leave.
- 14.2.5 Yearly, District auditors randomly review employee attendance records to see if an individual's pattern of attendance is in violation of the reasons for the use of personal necessity leave as established by code and District regulation. Auditors and State regulators feel misuse of this Education Code constitutes a "gift of public funds" for other than the intended use.

14.3 Bereavement Leave

14.3.1. A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. If out-of-state travel or travel in excess of 300 miles one way is required, a unit member shall be entitled to a maximum of two (2) days additional paid Bereavement Leave. Bereavement leave shall not be accumulative and shall not be charged against any other leave.

14.3.2. For the purposes of Bereavement Leave member of the "immediate family" is defined as 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, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, stepmother, mother-in-law, brother-in-law, sister-in-law, stepfather, father-in-law, stepson, stepdaughter, legal guardian, or foster children of the unit member, or a long-term resident of the household of the unit member.

14.4 Leaves contained in the Faculty Handbook are subject to the Grievance Procedure of this Agreement.

Article 15: Health and Welfare Benefits

15.1.1 The District shall provide eligible full-time unit members a health and welfare allowance as listed below to be used for health, dental and vision insurance for each unit member and their eligible dependents. Any cost over the allowance shall be borne by unit members through automatic payroll deduction.

15.1.2 The total District health and welfare benefit contribution towards premiums per school/fiscal year is up to \$1,300 per month medical for full family, \$102.82 for employee plus one for dental, and \$23.06 for employee plus one for vision. The total benefit compensation package shall not exceed \$1,425.88 per month.

15.1.2.1 Effective October 1, 2022, the total District health and welfare benefit contribution towards medical premiums per school/fiscal year shall be up to \$1,400 per month for full family coverage. The District shall contribute towards dental and vision premiums up to a maximum amount equivalent to the employee plus one premium amounts.

15.1.2.2 Effective October 1, 2023, the total District health and welfare benefit contribution towards medical premiums per school/fiscal year shall be up to \$1,500 per month medical for full family coverage.

15.1.3 Unit members eligible for health and welfare benefits coverage are those working 50% or greater. Unit members working 50% or greater shall receive the same

percentage of the health and welfare allowance as their work compares to full time. For example, an employee who is 50% F.T.E. will receive 50% of the health and welfare allowance toward benefits.

15.1.4 Unit members working less than 90% of FTE can opt out of coverage in accordance with the rules of the JPA, the carrier and the law.

15.1.5 Retirees and eligible dependents shall have the option to continue to receive District insurance coverage as permitted by the carrier and upon reimbursement for the full monthly premium to the District.

15.1.6 Duration of Benefits

Unit members who work a complete school year shall have fringe benefits under the District's fringe benefit program effective through the last day of July. Unit members beginning a new school year shall have fringe benefits effective on the first day of September. Unit members who are employed subsequent to the first day of the school year shall have their fringe benefits effective from the first day of the month following the hire date of the employee. Effective dates may be modified as required by the JPA, the carrier and/or the law.

Article 16: Salaries

16.1 Salary Increases shall be provided as follows:

16.1.1 Effective in the first full pay period of the 2022-2023 school year bargaining unit employees shall receive an eight percent (8%) salary increase.

16.1.2 Year 2: The parties agree to a re-opener on salary in year two of this Agreement. The parties further agree to a Salary Schedule Review Committee which will meet during the 2022-2023 school year to discuss possible revisions to the salary schedule. The HVEA and the District shall each have the right to have two representatives in these committee meetings and shall meet on mutually agreed upon dates and times. The parties may implement salary schedule changes, if any, as part of the salary re-opener negotiations or absent an agreement either or both parties may propose changes to the salary schedule during the year 2 salary re-opener negotiations.

16.2 The salary schedule shall be based on 185 day salary/workdays. 180 school days, two (2) staff development days, and three (3) teacher work days paid by the District. The salary schedule shall be attached to this agreement as Appendix B.

16.2.1 Unit members who serve other than the required number of workdays set forth in this Agreement shall receive a salary which is not less than that which bears the same ratio to the established annual salary as

determined by their salary position as the number of days they serve bears to the number of F T E working days required by this Agreement. Notwithstanding the above, unit members who serve for one (1) full semester shall receive not less than one-half (1/2) the annual salary applicable to their class and step.

16.2.2 Unit members covered by the salary schedule attached as Appendix B include the following job classifications:

16.2.2.1 Classroom teacher

16.2.2.2 Resource Specialist

16.2.3 The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) equal installments, payable on the last day of each month with appropriate deductions. The provisions of this paragraph shall be subject to the requirements and procedures of the Santa Cruz County Office of Education.

16.2.4 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include but are not limited to Federal and State Income Tax and State Teachers Retirement System contributions.

16.2.5 Optional deductions are those deductions the unit member may legally elect to have taken from his/her gross earnings. Optional deductions must be initiated or ended in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.

16.3 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of fifteen (15) increments.

16.3.1 Unit members whose initial District employment was in a certificated position in programs conducted under contract with public or private educational institutions or other categorically funded projects and who were then subsequently employed as probationary unit members with no break in service shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes, consistent with 16.5 below.

16.4 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step

for their class. For purposes of this section, a year of service shall be defined as working at least seventy-five percent of the days school is in session. A year of service shall be earned for part-time employees who work at least seventy-five percent of their contracted days for each full school year. Salary schedule advancement shall take place at the commencement of the school year.

16.4.1 Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being assigned to programs conducted under contract with public or private educational institutions or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

16.4.2 Course credit for salary placement and movement shall be given for post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Prior approval by the District Administrator is required for all course work and/or other programs for which the unit member wishes to obtain salary schedule credit.

16.4.3 Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

16.4.4 Unit members requesting reclassification from one class (column) to another must file such requests with the District Administrator no later than May 1 of each year. If the District is not notified by May 1, no change in classification shall occur within the next school year. Supporting records or transcripts verifying post-graduate units of study that are to apply toward such a reclassification must be filed with the District Administrator no later than August 1 of the ensuing year.

16.5 Unit members who carry out an assignment for a District approved overnight student field trip shall be compensated either by a stipend of the daily sub rate per night or may take one additional personal business day during the school year, not deducted from the unit member's salary. This day must be used in the school year in which it is earned, does not carry over into the next school year, and may not be cashed out.

16.6 Unit members possessing a Master's Degree shall receive annual compensation in the amount of \$1,200 in addition to their regular salary.

- 16.7 Teachers who teach a combination class shall receive an annual stipend of \$1500. Teachers who teach an extended day of 1,560 instructional minutes per year (120 additional instructional minutes per week) shall receive a stipend of \$1500 per year.

Article 17: Class Size


Class size will be determined by the District to reflect the best interest of the students and to meet the needs of the District's programs.

- 17.1 K-3 classes shall have a class size of 24 or fewer students by September 10th of each academic year.
- 17.2 4-6 grade classes shall have a class size of 28 or fewer students by September 10th of each academic year.

ARTICLE 18: TERM OF AGREEMENT

- 18.1 This Agreement shall remain in full force and effect up to and including June 30, 2024, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15th of its request to modify, amend or terminate the Agreement. If the parties enter into subsequent meeting and negotiating regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor agreement is reached.
- 18.2 The terms of this Agreement shall be effective upon the date of the signing of this Agreement, except as otherwise provided by specific sections of this Agreement.

 5/13/22
For the District Date

 5/13/2022
For the Association Date

Side Letter of Agreement

Education Association

May 13, 2022

The parties agree to the following Side Letter of Agreement. This Side Letter will be in effect for the 2022-23 school year only. This Agreement may be extended by mutual agreement of the parties.

1. Each classroom teacher may use up to one day ("Assessment Day") each trimester to administer benchmark assessments. Assessment Days prorated are based on FTE.
2. The Assessment Days cannot be used in combination with Personal Business or Personal Necessity days.
3. The purpose of Assessment Days is for teachers to administer and analyze assessments for report cards.
4. Teachers must be on campus during the Assessment Days.
5. Dates must be approved by the administration in advance of taking Assessment Days.
6. Teachers must secure a substitute teacher before requesting dates.

For the District 5/13/2022 date For the HVEA 5/13/22 date