

**CENTRAL UNIFIED SCHOOL DISTRICT
CENTRAL UNIFIED TEACHER’S ASSOCIATION, CHAPTER 961
LABOR NEGOTIATIONS, EFFECTIVE JULY 1, 2021 to JUNE 30, 2024
TENTATIVE AGREEMENT**

February 4, 2022

The Central Unified School District (“District”) and Central Unified Teacher’s Association, Chapter 961 (“CUTA”) hereby enter into a tentative agreement regarding labor negotiations. The parties agree to the following changes to the Collective Bargaining Agreement:

Article 3: Negotiation Procedures

3.4 The Association shall designate its representatives, up to ~~five (5)~~ **six (6)** employees, who shall each receive a reasonable amount of release time without loss of compensation to attend, develop and promote negotiations and impasse proceedings.

Article 4: Association Rights

NEW

4.5.9 Upon request, CUTA President will be provided a list of class size numbers for each teacher/class in the district by the balancing day. Upon request, CUTA President will be provided caseload numbers for each SPED teacher, Speech Language Pathologist by the balancing day.

Article 7: Class Size

7.3 The balancing of student population at each school site will take place by the end of the day on Friday, nearest the 15th day of instruction (to include Appendix E). ~~The balancing of student population at C.L.A.S.S. will take place by the end of the day on the last Friday of October.~~ Regular class size for TK-3 shall be as set forth in the Memorandum of Understanding signed by CUTA and CUSD and attached as Appendix E. Regular class size will not exceed district practice in mandated classes such as “Class Size Reduction” (CSR) and/or: K-6TH – 35 students, ~~7th-12th—38 students except in an emergency~~ **7th-12th – 36 students, no more than 38 (except in an emergency). In recognition of the staffing shortages during the 2021-22 school year and potentially during the 2022-23 and 2023-24 school years, the Association and District agree that every effort will be made to meet these ratios for middle school during the 2022-23 and 2023-24 school years, but that it is understood no grievances will be filed if qualified staff are not available to fill vacancies. Every effort is defined as posting the vacancies necessary to meet the CSR ratios and interviewing qualified candidates in a**

timely fashion. CSR for grade levels 7-8 will be achieved by July 1, 2024 and by the 2021-2022 school year for grade levels 9-12. At C.L.A.S.S., except in an emergency, student load for 9-12 shall not exceed 41 students per week and k-8 shall not exceed 35 per week. Class size limitations shall not apply, but balancing shall be a goal, with respect to traditional large group instruction such as band, chorus, study hall, drama, P.E., or work experience. If balancing cannot occur on or before this date, the Personnel Office will notify the President of CUTA and the district shall deposit \$10 per instructional day over the above class size limit per student into a special "Teacher Professional Development Fund", which will be used for teacher training and professional development. Any unused funds remaining in the overage fund at the end of the school year will roll over into the following school year. Forms developed by CUTA and CUSD for use of the overage fund money are attached in Appendix G

7.3.1 The balancing of student population at C.L.A.S.S. will take place by the end of the day on the last Friday of October. At C.L.A.S.S., except in an emergency, student load for 9-12 shall not exceed 41 students per week and K-8 shall not exceed 35 per week.

Article 8: Teaching Day, Hours, and School Calendar

8.4 Each ~~teacher~~ **bargaining unit member** at 7th-12th grade schools (excluding TK-8 grade schools) shall have a duty-free uninterrupted lunch period which will be a minimum of forty-five (45) minutes. Each ~~teacher~~ **bargaining unit member** at TK-6th or TK-8th grade schools shall have a duty-free uninterrupted lunch period which will be a minimum of sixty (60) minutes. In the event that TK-6 or TK-8 schools fall short of statutory requirements of instructional minutes due to a catastrophic event, CUSD and CUTA shall meet to develop a plan to restore loss of instructional minutes for the affected school year.

8.10 Middle school and high school teachers with three or more years district experience who voluntarily accept an assignment of teaching an additional core course period during their regular scheduled duty day shall be compensated for the additional period at a flat stipend rate of ~~\$8,300~~ **1/6 of Step 10, Column 3** annually per additional completed course section or prorated based on days worked. Such assignments shall be reviewed and agreed upon by the Association president prior to the teacher beginning the assignment. Once a number of needed positions in a subject area are equal to an FTE position, an FTE must be hired. [Effective July 1, 2021]

Article 10: ~~Teacher~~ **Bargaining Unit Member** Safety

10.11 ~~A teacher~~ **All bargaining unit members** will be notified before a student with a violent or disruptive history will be enrolled. This provision shall not be limited to Education Code Section 49079 but shall include any information the District has that indicates that the student may be violent or disruptive. **Notification will be by documentation in Aeries unless there is**

a clear and present eminent substantive threat, at which time notification will be by Aeries, and in person meeting.

NEW

10.14 In the event of an emergency event resulting in a lock down or implementation of the site safety plan, an emergency message will be sent to all itinerant staff district wide to ensure their physical safety while traveling from site to site.

NEW

10.15 The most current Safe School Plans will be reviewed with all site staff by the first Principal Minimum Day of August. Updates made to Safe School Plans during the school year will be shared with site staff by the first available Principal Minimum Day after updates have been made. The Safe School Plan will be reviewed with new hire staff, newly transferred staff, and itinerant staff, within 10-business days of their start date.

NEW

10.16 Safe Schools Advisory Committee (SSAC)
The Safe Schools Advisory Committee (SSAC) will support safety in CUSD by providing valuable perspectives on topics regarding district-wide safety.

The SSAC will meet once per semester to:

- Conduct a comprehensive district-wide school safety assessment identifying potential safety needs and concerns;
- Review and discuss current events and school safety topics including: prevention of targeted school violence, social media threats/threat assessment, gangs, drugs, alcohol, tobacco, and vandalism;
- Provide recommendations to improve district-wide safety procedures and services.
- The SSAC may convene for additional meetings, as needed.
- The District will work with an Association-selected individual to solicit agenda items from committee members and draft an agenda in advance of each meeting.

The SSAC is comprised of the following representatives:

- CUTA Appointed:
 - 1-Elementary School, 1-Middle School, 1-High School and 1-Alternative Education
- CUTA Appointed:
 - 1-Psychologist, 1-Intervention Counselor, and 1-Registered Nurse
- 1-District Level
- 1-Site Level Administrative (Secondary)
- 1-Site Level Administrative (Elementary)

- 2-Classified Employees
- 2-Student representatives
- 1-School Resource Officer or Law Enforcement personnel
- Committee may also seek input from parent groups and other community organizations.

Article 15: Employee Leaves

D. Personal Necessity Leave

D.2. A ~~teacher~~ **bargaining unit member** shall be required to obtain advance permission via email, **Online Substitute System Email Notification (SmartFind Express or current system)**, or Personal Necessity Leave form from immediate supervisor at least three (3) calendar days prior to use Personal Necessity Leave, in all cases except those listed below:

D.6. A ~~teacher~~ **bargaining unit member** may use two (2) days of Personal Necessity Leave for confidential reasons upon prior written notification. Notification of the leave must be provided via email, Online Sub System Email Notification (SmartFind or current system), or Personal Necessity Leave form [Appendix F] to the immediate supervisor at least three (3) calendar days in advance, except in cases of emergencies. Such leave may not be used for the following:

Article 24: Full-Inclusion Special Day Class (SDC) and Specialized Academic Instruction (SAI)

NEW

24.7 Workload/Caseload Taskforce for Special Education and Support Services:

A Workload/Caseload Taskforce will be composed of an equal number of members up to five (5) members each appointed by the District and CUTA. The Taskforce will meet quarterly, discuss needs, explore options, and make recommendations to the Director of Special Education on the following:

- a. Review caseloads and workloads and make recommendations to make assignments more equitable. The task force shall take into account the available resources, effects of increasing/declining enrollment where applicable, service minutes written in IEPs and DTPs, psychosocial emotional and safety needs of special education students and other target student populations and the number of students and sites to receive service.
- b. Monitor impact of direct vs. indirect services for students. Notwithstanding, individual student decisions are an IEP team discussion and decision.

- c. Recommend strategies to assist staff in making up lost services hours for students.
- d. Discuss strategies to improve inclusion of students with disabilities into the general education program utilizing potentially available site-based resources.
- e. The Taskforce will review RSP and SDC rosters and caseloads, including Autism specific programs. When deemed necessary by the committee, additional special education staff will be hired to meet the needs of the students. Notwithstanding, individual student decisions are an IEP team discussion and decision.

NEW

24.8 There will be a minimum of one (1) RSP teacher at each site.

NEW

24.9 SDC TK-Kinder classes will be provided with a class cap of 12:1.

NEW

24.10 An itinerant Special Education teacher will be assigned to rove sites in order to support and assist with testing, subbing and other duties, as needed. RSP teachers assigned to smaller school sites who do not have a full caseload, may perform these additional itinerant duties to supplement their caseload.

Article 29: Term of Agreement

29.1 ~~This agreement shall remain in full force and effect up to and including June 30, 2019.~~
The parties agree to a one-year successor agreement for the 2020-2021 school year, followed by a three-year collective bargaining agreement for the term of July 1, 2021 to June 30, 2024.

29.2 ~~The parties agree to a successor CBA term of July 1, 2019 to June 30, 2020.~~
This agreement shall remain in full force and effect up to and including June 30, 2024.

29.3 ~~Negotiations may be re-opened on proposed changes in this Agreement at any time by mutual consent of the parties.~~
For the 2022-2023 and 2023-2024 school years, either party may open salary and health and welfare. Additionally, each party may reopen up to three other articles each in 2022-2023 and up to two other articles each in 2023-2024.

NEW

29.4 If salary is agreed to in advance for a given school year, the parties agree there will be no reopener on salary for the agreed upon year for the reopener.

NEW

Article 35: Nurses, School Psychologists, Speech Language Pathologists, Counselors, Academic Coaches, and Certificated Librarians

35.1 As staffing levels permit, release time will be given, and conference registration fees will be paid by district, for professional development trainings and/or conferences directly related to the bargaining unit members job description. All requests shall require prior approval from their immediate supervisor, and are subject to district policy and procedures for travel and conference.

35.2 Nurses will coordinate the scheduling of their duty free lunch with site administration based on the medication schedules and regular medical procedure needs of the student population they are serving. The intent is to have a set schedule from day to day, but this may vary day to day based on the needs of the students. Site Admin will provide for coverage of the health office while the nurse is at lunch.

35.3 Except in the case of emergency or immediate student need (excluding protected leaves), psychologists, SLPs, behavior intervention counselors, elementary and middle school nurses, will not be assigned to more than two school sites. High school nurses will not be assigned to more than one site.

35.4 All equipment and testing materials that are used for student testing, screening, and assessments will be kept current and up to date. Prior to the end of the school year, each group of service providers (nurses, psychologists, SLPs) will meet to determine the appropriate materials needed and amount of materials that are needed to effectively complete the work required for their specific job.

NEW

Article 37: Agriculture Teachers

37.1 Agriculture Teachers will work (222) two hundred twenty-two duty days and will be compensated per Appendix A-2 (new salary schedule). Agriculture teachers are provided a 222-day contract with the understanding that their duties extend beyond the regular instructional year and beyond the program at their school site.

37.2 An FTE agriculture teacher's work year shall be from July 1 to June 30. An agriculture teacher is defined as a teacher holding an agriculture credential and teaching at least three periods of agriculture.

37.3 The extra 40 work days may be worked on weekends, non-duty days, and summer months. The scheduling of these days would be determined by the Ag Department. National holidays are non-duty days.

37.4 In the event of a financial crisis that could impact this agreement, the parties agree to reconvene to discuss the financial impact and agree collaboratively to changes to the Ag Department's additional work days.

Appendices

Appendix A – Salary, Initial Salary Schedule Placement and Advancement

A.18 No unit member shall be required to participate in any District activity (teacher in-service, **district-hosted professional development** or education class, etc.) during his/her "non-duty" time. If a bargaining unit member is requested and agrees to participate in such activities, he/she will be paid his/her per diem rate.

A. 20 Special Education teachers (**RSP, SDC, SLP, Adaptive PE**) shall receive an annual stipend of ~~\$1,500.00~~ **\$2,100.00**, for caseload management. [Effective July 1, 2021]

[AVID Stipends will move to appropriate stipend appendix]

2021-2022 Salary Schedules:

- 5.5 % increase to salary schedules, effective July 1, 2021
- One-time/off-salary payment of \$1,350.00, effective July 1, 2021
- All New Salary Schedules and Salary Schedules with additional days added will be effective July 1, 2022

Appendix A-1, A-2, and A-3

NEW

Appendix A-2 – Agriculture Teacher Salary Schedule – 222 duty days (Add 40 days of per diem divided over all 222 duty days on cells for Agriculture teachers.

NEW

Appendix A-3 – Certificated Teacher Librarian Salary Schedule - 187 duty days. (Add 5 days of per diem divided over all 187 duty days on all cells for Certificated Librarians.) The scheduling of these days would be determined collaboratively with Teacher Librarians and Library Services. In the event of a financial crisis that could impact this agreement, the parties agree to reconvene to discuss the financial impact and agree collaboratively to changes to the Library Department's added work days.

Appendix B – Psychologist and Counselor Salary Schedule

Psychologists - 192 duty days (Add 10 days of per diem divided over all 192 duty days on all cells for psychologists. The scheduling of these days would be determined collaboratively with the School Psychologists and the SPED Department.

In the event of a financial crisis that could impact this agreement, the parties agree to reconvene to discuss the financial impact and agree collaboratively to changes to the Psychology Department's added work days.

Academic and Intervention Counselors - Salary Schedule 187 duty days. (Add 5 days of per diem divided over all 187 duty days on all cells for academic and intervention counselors.) The scheduling of these days would be determined collaboratively with the counselors and the appropriate supervisor.

In the event of a financial crisis that could impact this agreement, the parties agree to reconvene to discuss the financial impact and agree collaboratively to changes to the Counseling Department's added work days.

Appendix B-1-Speech Therapist and Nurses Salary Schedule

Nurse Salary Schedule - 187 duty days. (Add 5 days of per diem divided over all 187 duty days on all cells for nurses.) The scheduling of these days would be determined collaboratively with the Nurses and the SPED Department.

In the event of a financial crisis that could impact this agreement, the parties agree to reconvene to discuss the financial impact and agree collaboratively to changes to the Nursing Department's added work days.

Appendix C-1 through D-3

NEW

Dual Enrollment Class Stipend [same as AP Class Instructor – Appendix D-1]

- Step 1 \$1,826.20
- Step 2 \$1,947.95
- Step 3 \$2,069.69

[Effective, July 1, 2021]

NEW

Move Author's Faire to Appendix C-2 for Middle School Stipends

Athletic Stipends:

Increase Head Coach Varsity High School Stipend (Appendix D-3) by 6%

NEW

Strength & Conditioning (S&C) Coaching Stipend (Appendix D-3) at the same amounts as varsity head coach stipend. One stipend per comprehensive high school per year.

Specific criteria:

- 1) Duties to be performed outside the duty day.
- 2) S & C program at each comprehensive high school will be offered to all sports.
- 3) S & C coach will oversee the scheduling of the weight room to ensure all sports have access.

NEW

Athletic Program K-12 Articulation (off season coaching) Stipend for Varsity Head Coach (Appendix D-3), \$3,000.00 annual stipend.

The following specific criteria must be met to receive the stipend:

- Field Varsity and JV teams (Including Frosh if numbers allow)
- Host Annual Coaching Clinic (Elementary & Middle School Feeders)
- Host Annual Elementary & Middle School Camp
- Attended Elementary & Middle School Championships for their sport
- Hold Annual Off-Season Training Program for Central Unified Student Athletes
- CUSD Fundraisers (minimum of two per school year)

FOR THE DISTRICT

FOR CUTA

 2/15/22


Jack Kelejian Date
Assistant Superintendent, HR

 2/16/22

Laura Bolton Date
CUTA Bargaining Chair

 2-15-22

Ketti Davis Date
Acting Superintendent

 2/18/22

Judee Martinez Date
CUTA President