

Agreement Between

**Harriet Tubman Village Charter School**

And

**San Diego Education Association**

July 1, 2022

To

June 30, 2024

AGREEMENT BETWEEN  
HARRIET TUBMAN VILLAGE CHARTER SCHOOL  
AND  
SAN DIEGO EDUCATION ASSOCIATION

This agreement made and entered into effective the 1<sup>st</sup> day of July, 2022, by and between Harriet Tubman Village Charter School as the “Employer,” and San Diego Education Association, hereinafter referred to as the “Association,” includes all of the following articles and provisions. Ratified and Agreed on September 29, 2022.

Agreed in Bargaining:

For the:

Harriet Tubman Village Charter School:

For the:

San Diego Education Association:

\_\_\_\_\_  
Ryan Woodard, Principal/CEO

\_\_\_\_\_  
Michael DeVries, Field Organizer

\_\_\_\_\_  
SDEA, President

\_\_\_\_\_  
Katie Dinh, Teacher

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## **AGREEMENT**

The articles and provisions contained herein and the appendices attached constitute the bilateral and binding contract between Harriet Tubman Village Charter School (“HTVCS” or “Charter School”) and the San Diego Education Association/CTA/NEA, (“SDEA” or “Union” or “Association”) an employee organization.

## **ARTICLE 1: RECOGNITION**

HTVCS recognizes SDEA as the sole and exclusive representation of all certificated staff (including but not limited to teacher, physical education teacher, special education teacher, and long-term substitute teacher) excluding all day-to-day substitutes and all supervisory, managerial and confidential employees of HTVCS.

## ARTICLE 2: NEGOTIATION PROCEDURE

### **2.1 Initial Proposals**

No later than the scheduled HTVCS Board Meeting in March of the calendar year in which this Agreement expires, SDEA and HTVCS shall submit its initial proposal for a successor agreement.

### **2.2 Good Faith Negotiation**

The parties shall meet and negotiate in good faith on a successor agreement beginning no later than April 30 of the calendar year in which this Agreement expires. Any agreement reached between the parties shall be reduced to writing and signed by them.

### **2.3 Distribution of Ratified Agreement**

Within ten(10) work days of ratification of the Agreement by both parties herein, HTVCS shall provide SDEA with a fully executed electronic copy of the Agreement for SDEA to distribute to its members. SDEA shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

### **2.4 New Bargaining Unit Members**

SDEA shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

### **2.5 Individual Contracts**

Any individual contract executed between the HTVCS Board and a unit member shall be subject to and consistent with terms and conditions of this Agreement. And, to the extent permitted by law, this Agreement shall supersede rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

## **ARTICLE 3: ASSOCIATION RIGHTS**

### **3.1 Communication**

Consistent with legal requirements, such as school sign-in procedures, the Union shall have the right to use unit member mailboxes, email, and phones for communications related to Union activities. Such communication shall not interfere with the instructional programs of HTVCS or the unit member's assigned duties.

### **3.2 Bulletin Board**

The Union shall have the right to post notices of activities and matters of Union concern on the SDEA bulletin board located in the teachers' lounge or another mutually agreed-to location.

### **3.3 Use of School Equipment and Facilities**

Consistent with legal requirements and subject to priority use by the School, the Union shall have the right to use school equipment and facilities during non-work time solely for Union purposes. The Union shall replace or be responsible for the cost of any supplies or materials used in connection with such equipment and facilities. The Union shall follow the same process as for all public requests to use school facilities in the event that the Union requests availability outside of the school's regular business hours.

### **3.4 Association Leave**

In addition to leaves granted by the Educational Employment Relations Act (EERA), up to two (2) Union representative(s) shall each receive up to a total of four (4) days leave, during each school year, to attend meetings and/or conferences sponsored by the Union away from school premises. The Union shall pay for the cost of a substitute. The leave shall not interfere with the instructional program and shall not be taken during scheduled professional development.

## **ARTICLE 4: ORGANIZATIONAL SECURITY**

### **4.1 Dues Deduction**

4.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to SDEA. HTVCS shall deduct other voluntary payments as authorized by unit member and the Association. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Union to HTVCS, shall be increased or decreased without resolicitation and authorization from unit members.

4.1.2 Any unit member who is a member of the Association, or who applies for membership, may sign and deliver to HTVCS an assignment authorizing deduction of unified membership dues and such other mutually-agreed payroll deductions as may be offered by the Association. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, HTVCS shall deduct one-tenth (1/10) of such dues from the pay warrant of the unit member each month for ten (10) months.

### **4.2 Payment of Monies**

With respect to all sums deducted by HTVCS pursuant to this Article, whether for membership dues or agency fees, HTVCS agrees to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

### **4.3 Agency Fee Provision**

Any unit member who is not a member of SDEA/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall:

4.3.1 Become a member of the Association through payroll deduction or pay the annual dues in one (1) lump sum payment to the Association, or;

4.3.2 Pay a service fee, the amount of which is determined by the Association and authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements; provided that it shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to the Association, or;

4.3.3 Request exemption status from the Association (see Section 16.4. below). The amount equivalent to the fee described in Section 16.3.1.2. must be paid to a non-religious, non-labor charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid through payroll deduction (if available) or in one (1) lump sum payment to one of the charitable organizations listed below:

- a. Association of Retarded Citizens;
- b. Neighborhood House of San Diego;
- c. San Diego Education Association Scholarship Fund.



- 4.3.4 In the event that a non-member does not pay such fee directly to the Association or does not qualify as an objector exempt from the fee, the Association shall so inform HTVCS in writing, with a copy to the unit member, certifying these facts and the correct amount of the fee owed. HTVCS shall then begin automatic payroll deduction as provided in Education Code Section 45061.

#### **4.4 Agency Fee Exemptions**

- 4.4.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such unit members shall apply to the Association for an exemption as described herein. The Association shall develop a process provide for hearing by a neutral third party.
- 4.4.2 Provided that the Association has no cause to presume a change in the religious exemption status of a unit member, once an exemption is granted it need not be renewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of Section 4.3.1 through 4.3.2.
- 4.4.3 Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.
- 4.4.4 Any unit member making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

#### **4.5 Public Employment Relations Board (PERB) Regulations**

The Parties recognize that PERB may, from time to time, adopt procedures regulating agency fees. It is the intent of the Parties that the Association abide by such regulations in the collection of such agency fees. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, the Association shall provide a copy of the most current set of PERB regulations regarding the subject.

#### **4.6 Hold Harmless**

The Association agrees to indemnify, defend and save harmless HTVCS, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between HTVCS and the Association involving the interpretation or implementation of these provisions. The Association shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, the Association shall be required to inform and consult with HTVCS.

**4.7 Miscellaneous**

4.7.1 HTVCS shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or the Association.

4.7.2 The Association agrees to furnish any information needed by HTVCS to fulfill the provisions of this Article. The Association further agrees to provide HTVCS with a timely copy of all reports legally required of the Association dealing with agency fees.

**4.8 Revocation of Membership**

Members of the Association may act at any time to revoke their membership by providing written notice of withdrawal to SDEA.

**4.9 Non-Interference**

HTVCS and the Association further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Association.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **5.1 Definitions**

5.1.1 A “grievance” is a claim by one or more unit members or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

5.1.2 The “grievant” is the unit member, unit members, or Union making the claim.

5.1.3 A “work day” is any day a unit member is scheduled to work and HTVCS is open for business.

### **5.2 Rights of Representation**

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

### **5.3 No Reprisals**

No reprisals of any kind shall be taken by any member or representative of the administration or the HTVCS Board against any grievant, any party in interest, any bargaining unit member, the Union, or any other participant in the grievance procedure by reason of such participation.

### **5.4 Procedures**

#### **5.4.1 Informal Level**

Every effort should be made to resolve the grievance informally between the grievant and the supervisor involved. The grievant must identify the concern as a grievance and request an informal meeting with the supervisor involved within ten (10) work days of the occurrence or omission which caused the grievance. The informal meeting shall take place within five (5) work days of the request.

#### **5.4.2 Level One: Principal**

If the grievance is not resolved with the grievant at the Informal Level, the grievant or representative shall submit a concise summary of the grievance to the Principal in writing using the approved grievance form (Appendix B) within five (5) work days from the initial conference, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within five (5) work days of submission of the grievance summary. A written response will be returned by the Principal within five (5) work days of the conference.

#### **5.4.3 Level Two: Board Conference**

If the grievance is not resolved at Level One, then the grievant or representative may submit to the Board within five (5) work days of the return of the written response by the Principal for a Board conference. A Board conference is a meeting with the Board wherein the grievant and/or representative may make a presentation to the Board, but such is not an evidentiary hearing. The Board Conference shall be scheduled for the next regular Board meeting. Within ten (10) work days of the conference, the Board shall notify the grievant in writing as to the disposition of the

matter. In the event the grievance cannot be resolved satisfactorily, the grievant may proceed to initiate mediation.

#### 5.4.4 Level Three: Mediation

If the grievance is not resolved with the grievant at Level Two, within ten (10) work days from the date of the Level Two decision, the parties may mutually agree to request that a conciliator/mediator from the State Mediation/Conciliation Service or any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance. If an agreement is reached in mediation, the agreement shall be reduced to writing and shall be signed by the parties.

#### 5.4.5 Level Four: Arbitration

In the event that the parties have not resolved the grievance at Level Two: Board Conference or Level Three: Mediation (as applicable), the grievance shall proceed to binding arbitration governed by the following steps:

- 5.4.5.1 The parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Services within ten (10) work days from the date of the Level Three mediation/mutual agreement. Upon receiving the list, each party shall alternatively strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be by lot. The process of striking names shall be completed within five (5) work days of receipt of the list.
- 5.4.5.2 The parties shall, at least ten (10) work days prior to the first hearing date, exchange lists of their intended witnesses.
- 5.4.5.3 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by American Arbitration Association Rules.
- 5.4.5.4 The jurisdiction and authority of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the Agreement at issue between the parties. The arbitrator shall consider only those issues raised by the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- 5.4.5.5 The decision of the arbitrator shall be submitted to SDEA and the HTVCS Board and will be final and binding upon the parties.

### 5.5 Costs

All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by HTVCS and the Union. Upon mutual agreement, a

qualified court reporter shall be employed to record verbatim the hearing. Without mutual agreement, either party may employ and compensate such a reporter. All other costs, except for released-time for the grievant(s), Union representative(s), and witnesses, shall be borne by the party incurring them.

#### **5.6 Miscellaneous**

When it is necessary for a representative designated by the Union to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be provided reasonable release without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right. Any timelines provided herein may be extended by mutual written agreement of the parties.

## **ARTICLE 6: DISCIPLINE AND DISMISSAL**

### **6.1 Just Cause**

Subject to those limitations specified in Article 7, unit members may be disciplined or dismissed only for just cause, which shall include the use of progressive discipline procedures.

### **6.2 Progressive Discipline**

6.2.1 The steps set forth below will be followed with respect to unit members whose performance and conduct warrants action by the Principal. Reasons for discipline include, but are not limited to, unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the School's policies and procedures, including excessive tardiness or unexcused absences.

6.2.1.1 Verbal Warning (oral only, not provided in writing). Verbal warnings may be confirmed in writing but shall not be included in the unit member's personnel file. Verbal warnings are not subject to the grievance procedure.

6.2.1.2 Written Warning (maintained in unit member's personnel file)

6.2.1.3 Letter of Reprimand (maintained in unit member's personnel file)

6.2.2 The Principal shall have the discretion to determine the number of verbal and written warnings prior to issuing a letter of reprimand.

6.2.3 Nothing in the section shall prohibit HTVCS from suspending without pay or dismissing a unit member from employment in instances of egregious conduct as provided below.

### **6.3 For Cause Suspension or Dismissal Process**

6.3.1 Suspension or dismissal shall be initiated in writing by the Principal of HTVCS by providing Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the unit member in person or by overnight mail. The recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed discipline. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally or in writing, within ten (10) work days prior to the proposed discipline being imposed, unless the deadline is extended by mutual agreement of the Principal and the unit member.

6.3.2 If the unit member wishes to appeal the imposition of disciplinary action to the Board of HTVCS, the appeal must be filed with the office of the Principal within ten (10) work days from the time the Recommendation is served on the unit member.

The appeal must be in writing. The unit member shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel or a union representative at such meeting, the unit member shall bear any cost therein involved. Within then (10) work days of the appeal meeting, the unit member shall be provided a written decision setting forth the decision of the Board.

- 6.3.3 A unit member whose termination has been overturned by the Board shall be reinstated and made whole.
- 6.3.4 In cases of egregious conduct, the Principal may issue discipline, up to and including suspension or termination, without having exhausted any of the steps of progressive discipline. For purposes of this section, “egregious conduct” includes, but is not limited to:
  - 6.3.4.1 Dishonesty or fraud, including any falsifying of employment records, employment information, time records, or other HTVCS records, including student achievement data;
  - 6.3.4.2 Theft or deliberate or careless damage or destruction of any HTVCS property, including records or documents, or the property of any employee or student;
  - 6.3.4.3 Possession of any firearms or any other dangerous weapons on HTVCS premises at any time;
  - 6.3.4.4 Possession, use, or being under the influence of any intoxicant during working hours, on HTVCS grounds, or at school events, including alcohol, marijuana, or controlled substances (unless such substances are supported by a valid prescription and do not interfere with the unit member’s ability to work);
  - 6.3.4.5 Conviction of a felony or crime of moral turpitude;
  - 6.3.4.6 Failure to maintain appropriate credential(s) required for the position;
  - 6.3.4.7 Release of confidential or protected student information without authorization including but not limited to, student identifying information, student discipline, individual student data, student medical information, and/or student personal information without written permission from HTVCS.
    - 6.3.4.7.1 This section does not apply to unit members who are operating in the course and scope of their employment, or as required by law.
  - 6.3.4.8 Abandonment of position.

6.3.4.9 Possession of, or sharing, viewing, or accessing any pornography or sexually explicit material or otherwise inappropriate content on school grounds, at school events, while working for HTVCS, or while acting on behalf of HTVCS;

6.3.4.10 Sexual conduct towards a minor;

6.3.4.11 Any grounds identified in California Education Code Sections 44932 (a), 44836, or 44837;

6.3.4.12 Being charged with an optional or mandatory leave of absence offense as defined by California Education Code Section 44940.

6.3.4.13 Fighting or violence while on HTVCS premises, performing HTVCS work or attending HTVCS-sponsored events.

6.3.4.14 Inappropriate physical contact with a student or students including but not limited to corporal punishment.

6.3.4.15 Refusing to teach HTVCS-approved curriculum.

6.3.4.16 Negligent conduct or willful misconduct leading to the endangerment or harm of a HTVCS student or students.

**6.6 Paid Administrative Leave**

HTVCS reserves the right to place a unit member on paid administrative leave at its discretion.

**6.7 Reference to or Reliance Upon California Education Code**

The parties expressly agree that those provisions of the California Education Code for certificated discipline (suspension or dismissal) and interpreting case law do not apply to HTVCS except as provided herein.

**6.8 Closures**

The parties recognize that the HTVCS Charter provides that, "Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School."



## **ARTICLE 7: EMPLOYMENT STATUS**

### **7.1 Probationary Period**

During the first two (2) school years of employment with HTVCS, bargaining unit members shall be employed/serve in a probationary status according to the following terms:

#### **7.1.1 Probationary Term**

During the first and second school year of probationary service, a bargaining unit member may be released from employment without cause. If released during the school year, the unit member shall be provided severance in the amount of one (1) month's salary upon signing a release of any and all known claims against HTVCS. Unit members employed by the school for less than thirty (30) calendar days shall not be entitled to severance. In the event of a nonrelection of a Probationary 1 or 2 unit member, HTVCS shall provide notice of such nonreelection by May 15. In such cases, Probationary 1 unit members shall not be entitled to severance and Probationary 2 unit members shall be provided severance in the amount of one (1) month's salary upon signing a release of any and all known claims against HTVCS.

#### **7.1.2**

If a bargaining unit member, including a long-term substitute, is in contract paid status for seventy-five percent (75%) or more of the number of days in the work year, then that year shall count toward one (1) year of probationary service if such person is hired to fill a vacancy in a regular position the succeeding school year. A long-term substitute is defined as a credentialed unit member employed to work in the absence of a regular unit member for at least five (5) consecutive work days.

#### **7.1.3**

HTVCS shall be entitled to utilize temporary employees for leave replacement without granting such temporary employees just cause rights.

### **7.2 Just Cause Status**

7.2.1 Except in the event of layoff, upon satisfactory completion of the probationary period, bargaining unit members become subject to just cause.

## **ARTICLE 8: LAYOFF AND REEMPLOYMENT**

### **8.1 Layoff of Bargaining Unit Members**

8.1.1 Layoffs may occur at the end of the year due to programmatic changes or a reduction in funds.

8.1.2 There shall be no layoffs during the current school year unless the School's enrollment declines by the average maximum class size for a grade level (28.3 ADA) for a period of forty-five (45) days or more.

### **8.2 Order of Layoff.**

8.2.1 The order of layoff shall be determined by a formula used to identify a "layoff priority score" for each bargaining unit member. This formula shall be applied as follows:

#### **8.2.1.1 Weights**

- a. Seniority, defined as beginning from the last effective date of employment in a position within the bargaining unit, shall be attributed a weight equal to 75% of the unit member's layoff priority score.
- b. Credentials, experience, and performance evaluations combined shall be attributed a weight gain equal to 25% of the unit member's layoff priority score.

#### **8.2.1.2 Process for Determining a Unit Member's Layoff Priority Score**

Using the above criteria, a list (including each unit member subject to layoff and the score associated with that unit member) will then be generated by HTVCS and provided to SDEA prior to notifying unit members of layoff. Depending upon the number of positions needed to be reduced, as decided by HTVCS, the lowest scoring unit members will be notified in writing of their potential layoff. If a unit member requests details regarding their scoring or the unit member believes he or she has additional information that was not considered in determining the rankings, such unit member may meet with the Principal along with an Association representative to provide any and all written or oral information to contest the scoring. Requests for this meeting must be made to the Principal within five (5) work days after the unit member has received written notification.

8.2.2 No unit member shall be terminated while any other unit member with a lesser layoff priority score is retained to render a service for which the unit member has an appropriate credential.

8.2.3 In the event that HTVCS makes an error with respect to the application of these procedures and criteria to an individual unit member, that unit member shall be retained and made whole. Such retention shall have no effect on the layoff of other unit members.

8.2.4 Ties in any factors of the layoff priority score formula shall be broken by lot. The lottery shall be conducted in the presence of at least one (1) elected Association representative.

### **8.3 Notice of Layoff**

Unit members to be laid off shall be given written notice of layoff to occur at the end of the year no

later than May 15. Unit members to be laid off mid-year shall be given forty-five (45) days advance written notice of layoff. The notice shall be deemed complete when the unit member is personally served or when the notice is deposited in the United States mail or overnight mail addressed to the unit member at the unit member's last known address on file with HTVCS.

#### **8.4 Impacts and Effects**

The decision to lay off, the determination of the services or teaching subjects in which layoffs are to be made, and the number of unit members who are to be laid off rests solely with HTVCS and shall not be subject to negotiations nor to the filing of grievances.

The impacts and effects of proposed layoffs shall be subject to negotiations between the Association and HTVCS. Accordingly, HTVCS agrees to notify the Association as soon as possible of the number and type of layoffs to be proposed. Immediately upon such notification, the Parties shall meet and negotiate the impact and effect of such layoffs.

#### **8.5 Reemployment**

Unit members who have been laid off shall be placed on the reemployment list in the inverse order in which they were laid off and shall be offered employment as day-to-day substitute teachers on the same basis as other day-to-day substitutes, for a period of twenty-four (24) months.

A unit member who is laid off and is subsequently eligible for reemployment shall be notified by email, to the last known email address given by the unit member to HTVCS. The unit member shall have fourteen (14) calendar days from receipt of the notice to respond to the offer of reemployment. If the notice of offer of reemployment is undeliverable or is not accepted by the unit member, the unit member's name shall be removed from the reemployment list and the unit member shall be deemed to have resigned from HTVCS. Upon acceptance of reemployment, the unit member shall have fourteen (14) calendar days to report unless HTVCS agrees to an extension of the reporting date.

A unit member reemployed from the reemployment list shall be placed in the status which he/she held at the time of layoff. Time spent on the reemployment list shall not be counted toward eligibility for permanent status or for longevity for salary purposes. For all other purposes, time spent on the reemployment list shall be counted in the same manner as an official unpaid leave (including the unit member maintaining his/her original seniority date)

#### **8.6 Permissible Deviations from Order of Layoff and Reemployment**

8.6.1 Notwithstanding any other provision of this Article, HTVCS may deviate from the layoff priority score/order of layoff and/or from the order of reemployment for the following reasons:

8.6.1.1 HTVCS demonstrates a specific need for personnel with a credential allowing more than one subject to be taught, to teach a specific course of study, or to provide services authorized by a services credential with a specialization, and that the certificated unit member with a lesser layoff priority score has special training and/or experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess.

8.6.1.2 As required by HTVCS' charter authorizer or as required by law.

- 8.6.2 Prior to deviating from the layoff priority score/order of layoff and/or from the order of reemployment, affected unit members shall be given the opportunity to obtain a limited assignment permit in any area that would prevent layoff before the effective date of layoff, and obtain the required credential before the permit expires.

## ARTICLE 9: HOURS

### 9.1 **Contract Duty Days**

The unit member contract year shall consist of one-hundred eighty-nine (189) teaching and non-instructional days. Bargaining unit members shall have input in the development of the annual calendar, however final say will be determined by HTVCS administration.

9.1.1 Four (4) days during the academic year shall be scheduled for teacher-directed preparation and planning.

9.1.1.1 Starting with the 2019-20 school year, three (3) days during the academic year shall be scheduled for teacher-directed preparation and planning.

9.1.2 Five (5) days shall be scheduled at the start of the academic year for a combination of professional development, teacher-directed preparation and grade level planning. At the discretion of the Principal, HTVCS may use the equivalent of up to three (3) days of the total time for the administration to meet with unit members to discuss expectations, goals, new policies, and new protocols.

9.1.2.1 Starting with the 2019-20 school year, six (6) days shall be scheduled at the start of the academic year for a combination of professional development, teacher-directed preparation and grade level planning. At the discretion of the Principal, HTVCS may use the equivalent of up to three (3) days of the total time for the administration to meet with unit members to discuss expectations, goals, new policies, new protocols, and to conduct planned professional development and other trainings. Unit members will be surveyed for interest in topics prior to scheduling professional development and trainings on these days.

### 9.2 **Minimum, Shortened, and Modified Days**

With input from the staff, the instructional schedule for minimum, shortened, and modified days shall be determined by HTVCS after informing staff and providing them with an opportunity to give input. The final decision will be made by HTVCS administration.

### 9.3 **Workday and Workweek**

9.3.1 Full-time classroom teachers shall be required to remain on site for a minimum of seven (7) hours and five (5) minutes a day, exclusive of a duty-free lunch period. The bell schedule for the 2018-2019 school year will be as provided. HTVCS will meet and confer with teachers regarding the bell

schedule for subsequent years. The final decision will be made by HTVCS administration. The duty-free lunch period shall be a minimum of thirty (30) minutes. There will be a five (5) minute passing period before lunch and a five (5) minute passing period after lunch. All passing periods shall be included in calculating the unit member's 7 hours and 5 minutes required on-site time.

9.3.2 In addition, full-time classroom teachers are responsible for attending and participating in the following post on-site activities.

9.3.2.1 Full-time classroom teachers shall be required to attend the following annual events:

- a) Welcome Back BBQ (three (3) hour maximum)
- b) Back-to-School Night (two (2) hour maximum)
- c) Harvest Festival (four (4) hour maximum)
- d) Miscellaneous Event\* (two (2) hour maximum)

\*The Miscellaneous Event shall be scheduled on the School calendar prior to the first day of instruction.

9.3.2.2 At the unit member's discretion, full-time classroom teachers shall be required to attend one (1) of the following annual events:

- a) Family Math Night
- b) Literacy Night

9.3.2.3 At the unit member's discretion, full-time classroom teachers shall be required to attend a minimum of one (1) of any of the following on-going events:

- a) Family Movie Nights
- b) School sporting events

9.3.2.4 All post on-site activities shall be scheduled no later than the first day of instruction of the trimester in which attendance is required.

9.3.3 During the workweek, supervisors shall have the right to call and require attendance at a maximum of three meetings per month. One (1) additional meeting may be called each trimester in case of an emergency or urgent situation.

9.3.4 HTVCS shall provide ten (10) work days advance notice for any mandatory events outside of the contractual workday which have not already been noted in School documents (i.e., School calendar, School Operations Handbook, etc.). In emergency situations, five (5) work days advance notice shall be provided. Unit members shall receive their prorata hourly rate of pay for attending any mandatory event outside of the contractual

workday and not noted in School documents or this Agreement. To be eligible for payment, unit members must submit their time in the School's third party tracking system before the close of the next payroll period.

**9.4 Preparation Time**

9.4.1 If classes are self-contained, the unit-member directed release time for elementary and middle school classroom teachers shall be a minimum of one hundred (100) minutes per week, which shall consist of at least two (2) forty-five (45) continuous minute prep periods. If middle school classes are not self-contained, the unit-member directed release time for such classroom teachers shall be a minimum of two hundred fifty (250) minutes per week, which shall consist of at least three (3) fifty-four (54) continuous minute prep periods.

9.4.2 Not less than one quarter of all minimum, shortened, and modified days shall be set aside for unit-member directed preparation and planning. The school shall not schedule required meetings or conferences on days identified for this purpose.

**9.5 Non-Classroom Supervision**

Supervision responsibilities outside regular classroom requirements shall be equitable. Supervision schedules should address the following interests:

Adequate supervision to ensure safety of students.

- 9.5.1 Cost effectiveness.
- 9.5.2 Best use of staff.
- 9.5.3 Need for adequate breaks.
- 9.5.4 Positive working conditions.

## **ARTICLE 10: WAGES**

### **10.1 Salary Rates**

10.1.1 The salary schedule in Appendix A of this Agreement shall be increased by six and one-half percent (6.5%) effective July 1, 2022.

The salary scheduled in Appendix A of this Agreement shall be increased an additional four and one-half percent (4.5%) effective July 1, 2023.

10.1.2 Salary will be paid twice monthly, in equal amounts, from September through June, over twenty (20) paychecks. Upon the written request of a returning unit member, salary will be paid twice monthly, in equal amounts, from August through July, over twenty-four (24) paychecks. Requests to receive twenty-four (24) paychecks shall go into effect the subsequent school year.

10.1.2.1 All compensation shall be itemized on unit member paychecks, including the number of any additional hours paid and the unit member's hourly pay rate.

### **10.2 Step Advancement**

Step advancements on the salary schedule are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for the school year qualifies and shall advance one step for each year of creditable service until the maximum step of the column has been reached.

### **10.3 Initial Placement**

Effective July 1, 2016, newly-employed unit members shall be placed on the appropriate step based on all years of experience in another charter school, public school system, or private school accredited in the State of California.

10.3.1 Unit members currently employed by the school shall receive additional step credit for all years previously employed at another charter school, public school system, or private school accredited in the State of California. Additional step credit shall be effective July 1, 2016.

10.3.2 For the purpose of this section, credit for a step shall be considered having worked seventy-five percent [75%] or more of the days in a work year.

### **10.4 Course Work and Advanced Degrees Creditable for Column Placement and Advancement**

#### **10.4.1 Initial Column Placement**

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received by HTVCS by



June 30 of the current school year is creditable for column placement in the following school year.

**10.4.2 Creditable Course Work for Column Placement and Advancement**

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's assignment, or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series.

Lower division, extension, professional development, continuing education, and travel course work may be creditable for column advancement or placement if the course is approved for credit by HTVCS. Application for course approval by HTVCS may be made by a unit member on an individual basis. The application must describe the value of the course for enhancing professional competence.

**10.4.3 Accredited Institutions of Higher Education**

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States regional accrediting Association which awards accreditation to institutions of higher education for training in specified professions.

**10.4.4 Course Work Completed After Meeting Bachelor's Degree Requirements**

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the Bachelor's degree shall be credited in the same manner as course work taken after the Bachelor's degree provided that the registrar of the college granting the Bachelor's degree certifies that the additional course work was not part of the requirements for granting the Bachelor's degree.

**10.4.5 Advanced Degrees**

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment shall be credited for column advancement or placement.

**10.5 Column Advancement**

Column advancement on the salary schedule shall conform to the following:

- a. Eligible unit members shall advance to a higher column of the salary schedule effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with HTVCS by November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
- b. Eligible unit members shall advance to a higher column of the salary schedule effective on the first date of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with HTVCS by

March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

- c. For purposes of column advancement the total number of creditable units shall be converted to semester units and rounded to the next larger whole number when the fraction is  $\frac{1}{2}$  or larger (i.e., 35  $\frac{1}{2}$  semester units shall be counted as 36 semester units).

#### **10.6 Additional Work**

10.6.1 Additional work outside of regular contract service shall be compensated at the bargaining unit member's prorata rate of pay only when pre-approved in writing by the Principal. Prorata hourly rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by eight (8).

10.6.2 Unit members who agree to additional work which requires travel shall be reimbursed for expenses pre-approved by the Principal/CEO in writing.

#### **10.7 Mileage**

If a unit member is assigned to travel, mileage reimbursement for certificated unit members shall be the current applicable Internal Revenue Service Rate.

#### **10.8 Induction Program**

Unit members shall be reimbursed for participation in a school-approved California Teacher Induction Program (formerly BTSA) subject to a cap and restrictions that will be determined by HTVCS administration annually at the time the HTVCS budget is approved for the following fiscal year. In the event that HTVCS is unable to accommodate all unit members who have yet to complete the California Teacher Induction Program, priority shall be given to unit members nearest to their deadline to complete the program.

#### **10.9 Signing Incentive**

To allow HTVCS to compete and hire the best possible candidates for employment and/or fill those positions that are high need, HTVCS may offer one-time discretionary signing incentives to new hires, in an amount not to exceed \$4,000, but not less than \$2,000, per hire, which may be paid to new unit members in installments over the following school year in order to promote retention. The stipend will be paid according to the following schedule: 1/3 on the first pay day after the unit member's first work day of the year; 1/3 on the first pay day following winter break; and 1/3 on the last pay day of the work year. A unit member whose employment terminates before the last day of the work year forfeits any payments scheduled after the date of termination.

10.9.1 The amount of the bonus shall be provided to the unit member in writing upon being offered a position at HTVCS.

## ARTICLE 11: HEALTH AND WELFARE BENEFITS

### 11.1 Eligibility

#### 11.1.1 Bargaining Unit Eligibility for Health and Welfare Benefits

Eligible unit members are those active monthly salaried unit members working at least 0.8 FTE or those unit members on paid leaves receiving full salary for a 0.8 FTE schedule or greater. However, such part-time unit members will be required to pay the pro-rata difference for the cost of such benefits. Unit members on HTVCS-approved unpaid leaves may continue their medical, dental, vision, and/or life insurance coverage by remitting the required fee to HTVCS.

#### 11.1.2 Eligible Dependents

Eligible dependents are:

- 11.1.2.1 A unit member's legal spouse (including those individuals meeting the requirements of 11.1.3.5) who has not entered a final decree of divorce or an annulment from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article. (A unit member's domestic partner and the domestic partner's children are not eligible for life and accident insurance coverage.)
- 11.1.2.2 For medical benefits, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26<sup>th</sup>) birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces.
- 11.1.2.3 For dental and vision benefits, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26<sup>th</sup>) birthday.
- 11.1.2.4 A unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26<sup>th</sup>) birthday, is primarily dependent upon the unit

member for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to age nineteen (19).

- 11.1.2.5 For the purpose of this section, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations from same sex domestic partners. It also allows Declarations to be filed by opposite sex domestic partners where one or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

#### 11.1.3 Effective Date and Termination of Coverages

- 11.1.3.1 Coverage will commence on the first day of the month following the first day of paid service.
- 11.1.3.2 Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.
- 11.1.3.3 A unit member having established eligibility for employer-paid benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position or initiating an unpaid, long-term leave of absence.
- 11.1.3.4 Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
- 11.1.3.5 For purposes of beginning or terminating coverage, unit members who are on an approved paid or partially paid leave of absence shall continue to receive coverages provided for under this Article.
- 11.1.3.6 If a unit member does not enroll for coverage for self and eligible dependents under a HTVCS-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period each year.

### 11.2 Medical Benefits Plans

- 11.2.1 It is mutually agreed between the Parties that medical benefits will be offered through at least two (2) providers which eligible unit members may elect in their discretion.

**11.2.2 Medical**

HTVCS shall provide two (2) medical benefit plan options to eligible unit members and eligible dependents, in addition to gap coverage, provided by a third party carrier.

11.2.2.1 Kaiser Platinum 90 HMO 0/10.

11.2.2.2 Health Net WholeCare HMO Platinum \$10 with Infertility.

11.2.3 If the specific plans identified in Article 11.2.2 are not offered, HTVCS will provide SDEA with advance notice of and an opportunity to bargain over the proposed replacement plan.

11.2.4 HTVCS shall pay the full cost of the medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, HTVCS shall pay the full cost of the agreed-upon medical plan options.

**11.3 Dental Benefits Plan**

11.3.1 HTVCS shall provide a dental benefit plan option through Delta Dental or MetLife to eligible unit members and eligible dependents per the terms of the plan. HTVCS shall pay the full cost of the dental plan option selected. If it is not possible for HTVCS to offer a plan from one of these two entities, HTVCS will provide SDEA with advance notice of and an opportunity to bargain over the proposed replacement plan.

**11.4 Vision Insurance**

11.4.1 HTVCS shall provide a vision benefit plan option through MetLife to eligible unit members and eligible dependents per the terms of the plan. HTVCS shall pay the full cost of the vision plan option selected. If it is not possible for HTVCS to offer a plan from this entity, HTVCS will provide SDEA with advance notice of and an opportunity to bargain over the proposed replacement plan.

**11.5 Life Insurance**

11.5.1 The group term life insurance benefit in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. This benefit shall be equal to annual salary or fifty thousand dollars (\$50,000), whichever is greater. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year. The group term life insurance policy will be provided through a provider mutually agreed upon by the Association and HTVCS.

**11.6 State Teacher's Retirement System (STRS)**

11.6.1 Unit members will be enrolled in STRS.

**11.7 General**

11.7.1 Medical, dental and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical,

dental, or vision providers/carriers or third party administrators contracted to provide claims processing.

11.7.2 Unit members on a leave of absence enrolled in the medical plan referred to in Article 11.2 or the dental plan referred to in Article 11.3 may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Article 11.2 may elect to change plans only during the annual open enrollment period.

11.7.3 The benefits described in this Article are governed by the official plan documents associated with each benefit plan.

11.7.4 A spouse of a deceased unit member or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System at the time of his or her death) may continue participation in the medical plans referred to in Section 11.2, at the spouse or retirees' own expense. To qualify under this provision, all of the following requirements must be met:

11.7.4.1 The unit member or retiree must have been covering his/her qualified dependents under one of the medical plans referred to in Section 11.2 at the time of his/her death.

11.7.4.2 The spouse must notify HTVCS within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.

11.7.4.3 Required contributions must be received by HTVCS at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to HTVCS with due dates determined by HTVCS.

11.7.5 Unit members who are separated due to a layoff or reduction in force, may continue their group medical coverage for up to twelve (12) calendar months beyond the date coverage would have normally terminated by paying the required fee to HTVCS. This paragraph shall be effective only if the maximum period of time required by federal law (COBRA) for continuation of medical coverage for laid-off unit members is reduced to less than twelve (12) months.

## **11.8 Flexible Spending Accounts**

### **11.8.1 Implementation**

Should unit members request a flexible spending account, HTVCS shall implement such a plan in accordance with applicable law.

## **ARTICLE 12: LEAVES**

### **12.1 Personal Illness and Injury Leave (Sick Leave)**

Full-time unit members shall accrue eight (8) hours of sick leave for each full month in the unit member's assignment year.

### **12.2 Transfer of Unused Sick Leave**

Any sick days accumulated but unused will be transferred, if applicable, to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment.

### **12.3 Statements of Personal Illness and Injury Leave**

12.3.1 HTVCS shall once annually or upon reasonable request provide each unit member with a written statement of (1) the accrued personal illness and injury leave total, and (2) the personal illness and injury leave entitlement for the school year.

12.3.2 The Principal may require medical verification of the nature and extent of the illness after three (3) days of absence; or the unit member may be required, for probable cause, to submit to a medical examination at the HTVCS' expense.

12.3.3 Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations.

12.3.4 Consistent with legal requirements, unit members on personal illness and injury leave shall be entitled to return to the same or similar position held before commencement of the leave.

### **12.4 Notification of Absence**

A unit member shall notify the Principal of an absence as soon as is reasonably possible but no later than 6:30 a.m., or one (1) hour prior to the start of the school day, whichever is earlier, the day of an absence.

### **12.5 Personal Necessity Leave**

A unit member may elect to use up to five (5) days of his/her accumulated sick leave in any school year for purposes of personal necessity including:

- a) Death or serious illness of a member of his/her immediate family as defined in Section 12.7. (This is in addition to normal bereavement leave).
- b) Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- c) Appearance in court as a litigant, or as a witness under official order (in place of normal subpoena leave for jury duty).
- d) Adoption of a child.
- e) The birth of a child making it necessary for a unit member who is the father of the child to be absent from his position during the work hours.
- f) Other activities, which the unit member and his/her immediate supervisor agree, cannot reasonably be deferred to another day or time when the unit member is free from duties.

With the exception of (a), (b) and (e) above, the unit member shall notify, in advance, his/her immediate supervisor of his/her intent to take personal necessity leave and shall state which of the above circumstances is the reason for the absence to qualify for the personal necessity leave.

#### **12.6 Personal Business Absence**

Unit members may use up to three (3) days per school year of accumulated sick leave for personal business. These days may be used for any purpose. Requests for leave for personal business must be submitted at least three (3) business days in advance and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activity. Unit members shall make a good faith effort not to use personal business days during collaboration time.

#### **12.7 Not Paid Out Upon Termination**

Neither Personal Necessity Leave nor Personal Business Absence leave shall be paid out upon termination of employment pursuant to Labor Code section 227.3. Personal Necessity Leave and Personal Business Leave shall be considered Sick Leave and applied in Accordance with Article 12.2.

#### **12.8 Bereavement Leave**

Each unit member is granted paid time off, not to exceed a total of five (5) days of leave at full pay in any school year in the event of a death in the immediate family. For the purpose of this Section, the immediate family of a unit member includes: mother or foster mother, father or foster father, mother-in-law, father-in-law, grandmother, grandfather or grandchild, spouse or domestic partner, daughter, daughter-in-law, son, son-in-law, sister, foster sister, brother, foster brother or any relative living in the immediate household of the unit member. This leave is in addition to Personal Necessity Leave.



## **12.9 Leave for Pregnancy Disability**

12.9.1 Unit members who have been employed for at least twelve (12) months shall be granted three (3) consecutive work weeks of pregnancy disability leave to be paid in an amount equal to the unit member's daily rate of pay.

12.9.2 In addition to maternity leave granted in Section 12.9.1, unit members are entitled to use accrued sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. The unit member and her physician shall determine the length of such disability leave.

12.9.3 The unit member and her physician shall determine the date on which the unit member is capable of resuming duties.

12.9.4 Consistent with legal requirements, the unit member on leave from pregnancy disability shall be entitled to return to their same position held immediately before commencement of the leave.

## **12.10 Jury Duty Leave**

The unit member, while serving jury duty, will receive full pay for up to two weeks, provided any amount for jury duty service, excluding expenses, is paid over to the School. The unit member shall notify the Principal and submit a copy of the jury duty subpoena no later than two days following receipt. The unit member shall make every reasonable effort to postpone his/her jury duty service to a time when school is not in session. Unit members must return to work on instructional days in which they are dismissed from court duty not less than two (2) hours prior to student dismissal. Upon return to work the unit member shall submit a copy of his/her certificate of service or similar proof of service.

## **12.11 Industrial Accident/Illness Leave**

The unit member shall immediately inform his/her immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or his/her designee, shall file with the Principal an accident report within twenty-four (24) hours of an accident, unless the physical injury makes it impracticable.

Unit members returning to work from an industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work.

In accordance with statutory regulations, unit members shall be provided industrial accident and/or illness leave benefits under the following provisions:

- a) The unit member will be entitled to industrial accident or illness leave for injuries that qualify for worker's compensation under the applicable earner's policy.

- b) Allowable leave shall not exceed sixty (60) days during which the Charter School is required to be in session or when the unit member would otherwise have been performing work in any one fiscal year for the same accident.
- c) Allowable leave shall not be accumulated from year to year.
- d) Allowable leave shall commence on the first day of absence.

#### **12.12 Leave without Pay**

A leave of absence for up to one (1) year without pay may be granted to a unit member who has displayed consistent exemplary service once every five years of consecutive service. Reasons for such leaves shall be limited to illness, accident, family care, or advanced professional training in a field related to the unit member's duties or planned duties at the charter school. The Principal and unit member must mutually agree to the return date prior to the start of an unpaid leave of absence.

#### **12.13 Return after Leave of Absence**

Unit members who have been granted an unpaid leave of absence for one quarter or more will notify their Principal of their intent to return at least two weeks prior to such return.

#### **12.14 Catastrophic Illness or Injury Program**

Catastrophic injury or illness is defined as a life-threatening injury or illness of a unit member which totally incapacitates the unit member from work, as verified by a licensed physician, and forces the unit member to exhaust all leave time earned by that unit member, resulting in the loss of compensation for the unit member. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic, but common conditions such as back pain, a broken limb, or influenza shall not. In the event of catastrophic illness or injury, a bargaining unit member may use up to a maximum of 65 additional sick leave days in a school year, donated by other members of the bargaining unit, subject to the following conditions:

- a) The bargaining unit member or a person authorized shall make a written request to the Principal for the additional days, stating the reason for the request and the number of days requested. Upon request of the Principal, the unit member shall provide confirmation or additional information from the unit member's treating physician. The Physician Certification form used for FMLA purposes shall be the minimum foundation for required documentation. (This form shall be used for this purpose even if the unit member is not yet eligible for FMLA leave.)
- b) A committee consisting of the Principal, another representative of HTVCS, and two unit members selected by the Union shall determine whether the unit member qualifies for the additional sick leave under this standard. (The Committee may meet by conference call.) All information provided by the unit member concerning his or her

condition shall be held in strictest confidence by the members of the committee, and shall be isolated from other employment records.

- c) The unit member shall have exhausted his/her own sick leave and personal leave to be eligible to receive donated sick days.
- d) To ensure that unit members retain sufficient sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 24 hours.
- e) All transfers of eligible leave credit shall be irrevocable. The Principal shall ensure that all donations are confidential if so requested.
- f) The unit member who is the recipient of the donated leave credits must use those credits within twelve (12) consecutive months.
- g) If donated credits are not used by the unit member within twelve (12) consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave. SDEA shall be notified when days placed in the pool are either credited or used.

#### **12.15 Other Leaves**

Unit members shall be granted all other leaves afforded them under state and federal law.

## **ARTICLE 13: STANDARDS-BASED TEACHER PERFORMANCE EVALUATION**

### **13.1 Statement of Purpose**

A HTVCS teacher's professional responsibility is to educate all students. HTVCS teachers empower heads, hearts, and hands to foster freedom through education. The purpose of the unit member performance evaluation process is to develop and maintain effective performance in all areas of responsibility in alignment with HTVCS goals.

In order to constantly evaluate and consider improvements upon the teacher performance evaluation system, the parties agree to assemble an evaluation committee which shall consist of the HTVCS Principal, one other representative to be designated by the Principal and two teachers for the purpose of making recommendations for future changes to this system, subject to negotiation between the parties.

### **13.2 Process of Evaluation**

Teacher performance will be evaluated on an ongoing basis during the contracted year on criteria including, but not limited to, the California Standards for the Teaching Profession and HTVCS' Professional Requirements. It is the goal of this process for every teacher to demonstrate proficiency (defined as "meets expectations") in all standards.

### **13.3 Designation of Evaluator**

The supervisor of each unit member designated in the unit member's job description shall be the evaluator. The supervisor may delegate the evaluation to other credentialed supervisory personnel. Such delegation will be explained to the evaluatee.

### **13.4 Goals**

Each teacher will set a minimum of two (2) professional goals per year based upon the HTVCS instructional rubric.

### **13.5 Goals Format**

All goals must be written in SMART goal format. Teachers will be provided guidance and assistance with this format.

### **13.6 Review of Goals**

The evaluator shall meet with the evaluatee on or before October 1 to review goals.

### **13.7 Resolution of Differences**

If agreement cannot be reached on the unit member's goals, the following process shall be used:

13.7.1 The evaluator and the evaluatee shall make a good faith effort to resolve the differences themselves.

13.7.2 If the disagreement persists, the parties may invite a mutually agreeable third party to assist in resolving differences. The third party shall recommend alternatives to the unit member and evaluator.

13.7.3 If either the unit member or the evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a statement attached to the evaluation form.

13.7.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit her/his ability to meet the goals and standards established.

### **13.8 Observations and Conferences**

Each evaluatee shall be formally observed at least once during each semester. Evaluator and evaluatee shall schedule formal observations at times that are mutually agreeable. The number of times a unit member may be observed may vary on an individual basis.

#### **13.8.1 Observation Process**

At minimum, the observation process shall consist of the following:

- a. Four (4) short observations lasting 10-20 minutes each.
- b. Two (2) long observations lasting 30-50 minutes each. Observations will include lesson plans submitted by the unit member prior to the observation.
- c. The two (2) long observations shall be pre-scheduled and followed-up with a post-observation conference between the evaluatee and evaluator.

### **13.9 Progress Check and Remediation Plan.**

13.9.1 Whenever the evaluator determines that any aspect of an evaluatee's evaluation may be unsatisfactory or requires improvement, the evaluator shall schedule a conference to discuss the evaluatee's progress in achieving goals. During this conference, the evaluator shall notify the evaluatee both in writing and verbally of the specific objectives and criteria where satisfactory progress is not being made.

13.9.2 Further, the evaluator shall develop a remediation plan which shall set forth:

- a. The specific areas where improved performance is necessary.
- b. The resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a mentor teacher, or released time to observe other unit members.
- c. The evaluator's role in assisting the evaluatee in achieving necessary improved performance.
- d. A timeline for monitoring the evaluatee's performance.

### **13.10 Final Evaluation**

13.10.1 The Final Evaluation Conference shall occur no later than June 1.

13.10.2 No later than June 15, the evaluatee shall sign and be provided with a copy of his/her evaluation. The evaluatee may, within thirty (30) calendar days attach a written response to the evaluation which shall become a permanent part of the personnel file.

### **13.11 Personnel Files**

#### **13.11.1 Request to Review**

Materials in a unit member's personnel file are to be made available for the unit member's review upon request, at a mutually agreed-upon non-instructional time.

#### **13.11.2 Right of Representation**

The unit member may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator responsible for safeguarding these. A representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

#### **13.11.3 Exclusions**

The material which may be reviewed shall not include ratings, reports, or records that were obtained prior to the unit member's employment.

### **13.12 Placement of Derogatory Materials in Personnel Files**

13.12.1 Derogatory material shall not be entered in a unit member's personnel file unless and until the unit member is notified and given an opportunity to review and comment thereon.

13.12.2 The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

13.12.3 The unit member's review of such derogatory material will take place during normal business hours, at a mutually agreed-upon time. The unit member shall be released from duty without loss of pay for this purpose, if necessary.

13.12.4 The unit member may, within ten (10) calendar days, submit written comments which shall be attached to such material and become a permanent part of the document.

13.12.5 Electronic mail (e-mail) is not a confidential medium. Therefore, performance evaluations or materials of a derogatory nature shall not be transmitted by electronic mail/internet.

## ARTICLE 14: CLASS SIZE

### 14.1 **Class Sizes**

It is agreed that the School shall hold as a primary goal the following class size maximums:

<u>Grade Level</u>	<u>Class Size</u>
K-2:	25
3-5:	30
6-8:	30
P.E.:	55, with an aide for classes exceeding 40 students; the PE teacher shall be afforded the opportunity to be involved in the selection process of the aide

### 14.2 **Special Education Caseloads**

It is agreed that the School shall hold as a primary goal the special education caseload maximum of twenty-four (24) students.

### 14.3 **Procedure When Class Sizes or Caseloads Are Exceeded**

HTVCS shall make all reasonable efforts to maintain the maximum class sizes and caseloads as set forth in this article. However, SDEA and HTVCS recognize the necessity of maintaining flexibility in order to address unforeseen circumstances. Within ten (10) work days of the maximum class size or caseload being exceeded, there shall be a conference between the affected teacher and the Principal. Through this dialogue, options will be discussed to offer amelioratory measures, e.g., lower class sizes in other sections, instructional aide support, additional instructional support, limited adjunct supervisory duties, additional curricular support materials, and other ideas which may come into the discussion. By written mutual agreement, reasonable amelioratory measures shall be implemented within fifteen (15) working days of the conference.

### 14.4 **Facilities Consideration**

HTVCS shall consider relevant space and facilities issues when placing students in classrooms. Unit members who believe that the size of their classroom is causing a safety problem may request a reduction in class size.

## **ARTICLE 15: SAFETY**

### **15.1 Written Report on Unsafe Conditions**

Each unit member shall be required to immediately report to the Principal, in writing, any conditions that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. Procedures for reporting and follow-up shall be determined by the Principal and Safety Committee, reviewed at least annually, and distributed to teachers each year.

### **15.2 Immediate Report of Assault**

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their Principal or designee who shall immediately report the incident to the police. The Principal shall release the unit member from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

### **15.3 Pupil Suspension for Disciplinary Matters**

A unit member may recommend that a student be suspended from his or her class consistent with the School's suspension/expulsion policy. In the event teachers are utilized to house "in-house" suspension students, such disbursements of "in-house" suspension students should be evenly assigned so no one teacher has the impact of a majority of students placed in the classroom.

### **15.4 Unsafe Conditions**

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by the Charter School, and/or the appropriate state agency.

### **15.5 Personal Safety**

#### **15.5.1 Infections or Contagious Disease**

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of the unit member and students.



## **ARTICLE 16: ASSIGNABILITY**

### **16.1 Agreement Assignability**

This Agreement is assignable. HTVCS agrees that no merger, affiliation, change of affiliation, change of employer, or transfer of employees shall occur without a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of the SDEA/HTVCS Agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of the SDEA/HTVCS Agreement.

### **16.2 Reasonable Involvement**

Other terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of SDEA. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing. HTVCS shall only take final action regarding other terms and conditions of the assignment of this Agreement after such involvement.

### **16.3 Dispute Resolution**

Should a dispute arise regarding this Article, the parties agree that no later than ninety (90) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association. Pending final resolution of such an expedited arbitration, status quo regarding the terms and conditions of employment under the SDEA/HTVCS Agreement shall be maintained.

## **ARTICLE 17: EFFECT OF AGREEMENT**

### **17.1 Duration**

This agreement is entered into effective July 1, 2022, and will remain in effect until June 30, 2024. It shall continue until it is superseded by the adoption of a new settlement between SDEA and HTVCS.

### **17.2 Changes, Amendments, and Supplements**

This agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the parties. Upon ratification by the Union and HTVCS, any such changes, amendments, or supplemental agreements, shall be implemented.

## ARTICLE 18: TRANSFERS

1. **Definition**

An employer or employee-initiated transfer is defined as a change in assigned grade level, department, or content area.

2. Unit members may request a transfer at any time.

3. For all transfer opportunities through anticipated vacancies, or new bargaining unit positions, HTVCS shall:

3.1 Provide notification to all bargaining unit members.

3.2 Notify all unit members who request a transfer of their anticipated assignment by no later than June 15.

3.3 Have sole discretion to determine when an opening or vacancy exists.

4. HTVCS shall consider the following criteria in taking action on these transfer requests:

a. Seniority

b. Evaluations and performance

c. Specific school or program needs

d. Permanent or probationary status

e. Student needs

f. Qualifications, including whether the unit member holds an appropriate credential

5. In the event the unit member's request for transfer is denied, HTVCS shall provide the unit member with an explanation upon request of the unit member.

6. A unit member that is being transferred involuntarily shall receive up to two (2) days additional compensation, at the prorata daily rate, for the purpose of relocating their materials and/or establishing their new learning environment. The number of, and scheduling of, these days shall be mutually agreed upon with site administration and unit member.

7. A unit member that is voluntarily transfers shall receive up to one (1) day additional compensation, at the prorata daily rate, for the purpose of relocating their materials and/or establishing their new learning environment. The number of, and scheduling of, the day shall be mutually agreed upon with site administration and unit member.

8. Nothing in this Article will infringe upon HTVCS's managerial discretion to assign work to unit members or students to classrooms.

## APPENDIX A

### Salary Schedule SY 2022-2023 189 Days

STEPS	BA	BA+36 or MA	BA+60 or BA+54 with MA	BA+72 with MA	BA+90 with MA
1	\$57,396.05	\$60,897.81	\$64,401.79	\$67,903.58	\$71,407.57
2	\$59,550.39	\$63,054.40	\$66,556.19	\$70,060.16	\$73,561.81
3	\$61,792.83	\$65,294.57	\$68,798.61	\$72,300.36	\$75,804.36
4	\$64,125.96	\$67,629.93	\$71,131.73	\$74,635.72	\$78,137.45
5	\$66,551.54	\$70,053.26	\$73,557.27	\$77,059.00	\$80,563.06
6	\$69,072.44	\$72,576.40	\$76,078.16	\$79,582.22	\$83,086.25
7	\$71,697.55	\$75,201.63	\$78,703.32	\$82,207.38	\$85,709.11
8	\$74,424.67	\$77,928.73	\$81,430.45	\$84,934.46	\$88,436.15
9	\$77,258.55	\$80,762.61	\$84,266.68	\$87,768.36	\$91,272.41
10	\$80,208.22	\$83,710.00	\$87,214.02	\$90,715.78	\$94,219.82
11	\$83,274.02	\$86,775.80	\$90,279.77	\$93,783.83	\$97,285.54
12	\$83,274.02	\$89,966.73	\$93,470.81	\$96,972.52	\$100,476.57
13	\$83,274.02	\$89,966.73	\$96,789.37	\$100,293.39	\$103,795.13
14	\$83,274.02	\$89,966.73	\$96,789.37	\$103,741.90	\$107,245.89
15	\$83,274.02	\$89,966.73	\$96,789.37	\$103,741.90	\$110,833.40
16	\$86,205.43	\$92,898.15	\$99,720.74	\$106,673.25	\$113,764.78
17	\$89,809.03	\$96,501.79	\$103,324.39	\$110,276.91	\$117,368.44

*Effective July 1, 2022*

**Salary Schedule SY 2023-2024**  
**189 Days**

<b>STEPS</b>	<b>BA</b>	<b>BA+36 or MA</b>	<b>BA+60 or BA+54 with MA</b>	<b>BA+72 with MA</b>	<b>BA+90 with MA</b>
1	\$59,978.87	\$63,638.21	\$67,299.87	\$70,959.24	\$74,620.91
2	\$62,230.15	\$65,891.84	\$69,551.21	\$73,212.86	\$76,872.09
3	\$64,573.50	\$68,232.82	\$71,894.54	\$75,553.87	\$79,215.55
4	\$67,011.62	\$70,673.27	\$74,332.65	\$77,994.32	\$81,653.63
5	\$69,546.35	\$73,205.65	\$76,867.34	\$80,526.65	\$84,188.39
6	\$72,180.69	\$75,842.33	\$79,501.67	\$83,163.41	\$86,825.13
7	\$74,923.93	\$78,585.70	\$82,244.96	\$85,906.71	\$89,566.02
8	\$77,773.78	\$81,435.52	\$85,094.82	\$88,756.51	\$92,415.77
9	\$80,735.18	\$84,396.92	\$88,058.68	\$91,717.93	\$95,379.66
10	\$83,817.58	\$87,476.95	\$91,138.65	\$94,797.99	\$98,459.71
11	\$87,021.35	\$90,680.71	\$94,342.35	\$98,004.10	\$101,663.38
12	\$87,021.35	\$94,015.23	\$97,676.99	\$101,336.28	\$104,998.01
13	\$87,021.35	\$94,015.23	\$101,144.89	\$104,806.59	\$108,465.91
14	\$87,021.35	\$94,015.23	\$101,144.89	\$108,410.28	\$112,071.95
15	\$87,021.35	\$94,015.23	\$101,144.89	\$108,410.28	\$115,820.90
16	\$90,084.67	\$97,078.56	\$104,208.17	\$111,473.54	\$118,884.19
17	\$93,850.43	\$100,844.37	\$107,973.98	\$115,239.37	\$122,650.02

*Effective July 1, 2023*

Appendix B



Harriet Tubman Village Charter School  
San Diego Education Association



# GRIEVANCE FORM

Grievant Name:

Date Filed:

School/Department:

Job Title:

Name of Designated Representative:

Identify date(s) of informal discussions between employee and immediate supervisor.

Alleged contract violations(s):

Describe the specific grounds for your grievance (include dates, names, and places necessary for complete understanding). Include specific remedy sought.

Remedy:

Grievant Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Date received by Principal/Supervisor \_\_\_\_\_ Rcvd. By \_\_\_\_\_

Date(s) conference held \_\_\_\_\_

Level 1 response to grievance (To be filled out by Principal/Supervisor and return to SDEA):

Principal's/Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

I hereby appeal this grievance to Level 2\* (Board Conference).

Grievant's Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

\*Grievances and responses to grievances, with proof of service attached, shall be distributed as follows:

1) SDEA; 2) Grievant; 3) Principal/Supervisor; 4) Board

Revised 7/20/15