

**CAMPBELL UNION SCHOOL DISTRICT
AND
CAMPBELL ELEMENTARY TEACHERS ASSOCIATION
TENTATIVE AGREEMENT**

Campbell Union School District and CETA agree to the following to end negotiations on a successor agreement:

1. The term of the successor agreement shall be July 1, 2016 through June 30, 2019. This change shall be reflected in Article 19. Reopeners shall be in accordance with Section 19.6.1 of the Agreement.

2. The following will be effective July 1, 2016:

The District shall increase the salary schedule by 6%.

The District shall increase the Master's Stipend to \$2,800.

The District shall apply 10.9.2 for Special Education teachers with at least a preliminary Special Education credential, for the duration of this contract, which ends on June 30, 2019.

3. Change Article 9 as follows:

9.1.1 Collaboration time is provided to allow for a systematic process, in which people work together, interdependently, to analyze and impact professional practice in order to improve student learning.

9.6 Unit members shall attend one "Back to School" night per school year. Unit members shall also meaningfully participate in one after-school hours event, scheduled between January and June. The site Leadership Team (LT) shall determine the event or list of events in the fall preceding the second semester event(s). CETA may add a representative for consideration of this issue only. The site LT may add or change the list of eligible events as it deems appropriate to meet the above stated needs. The event(s) will be aligned to the school's specific LCAP goals or objectives and will have a design and schedule to foster meaningful parent engagement.

4. Change Article 10 as follows:

10.1.4 (3) Effective July 1, 2016, in instances of hard to staff areas, the District may give salary placement credit for training and non-teaching experience that is directly related to the teaching assignment.

10.1.4 (4) Effective July 1, 2016, in instances in which the member is transferring from a state or program in which the credential was embedded into a four year program, those members will be deemed to have 30 units and to have met the requirements for placement on Column I of the salary schedule. All additional units acquired after hire will be applied towards column advancement.

10.5.6 Health Insurance Pool

The District shall maintain a Health Insurance pool intended to be used to offset the out-of-pocket costs incurred by eligible members who utilize two-party or family coverage. The pool shall be funded annually with a "base amount", which for the payout due in December of the 2011-2012 school year will be \$63,426. In future years, the "base amount" shall be increased by the same percentage as the increase to the medical health and welfare cap, if any.

~~The "base amount" shall be divided by the total "CETA FTE", to arrive at an "amount per FTE". The "total CETA FTE shall be the average of the total FTE in the bargaining unit on October 15 and April 15 of the year preceding the payout. In December of each year, the "amount per FTE" shall be distributed to each CETA member who: (1) is still employed as of December 31; and (2) utilized two-party or family insurance coverage in the entire prior school year.~~

When an increase to the health benefit contribution occurs, the base amount of the benefit pool will be increased by the equivalent percentage of the increase to the health benefit cap. The new base amount will be divided among the eligible members' FTE. In order to be eligible for the benefit pool, the member must have been employed and paying out of pocket for a two-party or family health benefit plan for the entire school year. Eligible members will receive their portion of the benefit pool payout in their last pay warrant of the school year.

10.9 Stipends

10.9.1 Stipends for After School Sports

Athletic Director ~~\$5,000~~ \$7,000 per year

10.10 Teacher Travel and Overnight Supervision

10.10.3 Teachers shall receive an additional stipend of ~~seventy-five dollars (\$75)~~ one hundred dollars (\$100) per night for overnight student supervision for any Board-approved overnight activity. ~~Science Camp, Natural Helpers or Peer Counseling.~~

5. Change Article 13 as follows:

13.2 Job Sharing

13.2.1 Job sharing may be established, upon approval by the Governing Board, when two (2) unit members jointly apply for partial contracts for purposes of sharing one full time teaching assignment. Such joint applications shall be made directly to the Superintendent or designee. The District administration may approve job shares in which the teachers provide a comprehensive plan addressing: student learning goals, effective communication strategies, parental engagement, lesson planning, attendance to meetings and professional development, as well as implementation of the district's instructional program. The District will be more amenable to job shares in areas in which there is a shortage of appropriately credentialed candidates. Preference will be given to proposals submitted by March 1. The Shared Teaching Contract Guidelines in Appendix E provide the information necessary to complete the Application. ~~will make every effort to encourage job sharing.~~
[Revised version of Appendix E is attached.]

6. Change Article 14 as follows:

14.54 Leave for Pregnancy Disability

14.54.1 Unit members are entitled to use sick leave as set forth in Section 14.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, and shall be limited to those disabilities as set forth above. The length of such disability

leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

14.54.2 The District may require a medical doctor's verification and clearance to return to work as provided in Section 14.1.6.

14.45 Leave for Bonding with Recently Adopted Child or Newborn Infant

14.5.1 This Bonding leave will run concurrently with leave rights under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). It shall also be coordinated with the pregnancy disability and child rearing leaves of this Agreement.

~~14.4.2 This leave shall commence with the last day of pregnancy disability leave in the case of a newborn infant, or the first day of adoption for a newly acquired child.~~

14.5.2 [Moved] Regardless of the limits in 14.2.1 above, each eligible unit member may be allowed up to twelve (12) weeks within the 12 month period immediately following the birth or placement of a child, of personal necessity leave for purposes of bonding with a newborn infant, foster, or ~~with~~ a recently adopted child. If both parents are employed by the District, the parents are entitled to one twelve (12) week period of bonding.

14.5.3 A unit member may use any accrued sick leave for continuation of pay during the twelve (12) week period of leave. During the twelve (12) week period of leave, the District will continue the District's contribution to medical, dental and vision insurances. If sick leave is exhausted and the employee has remaining differential leave under Section 14.1.3, the District will provide paid differential leave as required by Education Code section 44977.5.

14.76 Leave Without Pay for Child Bearing Preparation

14.6.6 ~~If a unit member is on leave for child bearing preparation, and in the event of a miscarriage or death of the child subsequent to childbirth,~~ In the event of unforeseen circumstances, the unit member may request an ~~immediate~~ reassignment to a unit position

earlier than the return date of the approved leave. Placement will be contingent upon availability of ~~—If there is~~ a vacancy position for which the unit member is qualified. The District will make a concerted effort to assign the unit member as soon as possible and without disruption to the educational process.

14.8 Industrial Accident Leave

14.8.1 Unit members will be entitled to industrial accident or illness leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provision of the ~~Santa Clara County Schools Insurance Group~~ Division of Workers' Compensation and Campbell Union School District's self-insured plan.

14.8.3 The District has the right to have a unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. All Division of Workers' Compensation Laws of California apply to all employees claiming injury in the course and scope of their employment.

~~14.8.5 For any days of absence from duty as a result of the same industrial accident, the District shall receive any wage loss benefit check from Santa Clara County Schools Insurance Group would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.~~

~~14.8.6 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member which exceeds one hundred percent (100%) of the salary due.~~

The rest of this Article remains in force and effect.

7. This Agreement is effective upon ratification by CETA and the Governing Board of the Campbell Union School District.

DISTRICT

CETA

<u>Shomer</u> 8/11/16	<u>JP Cittadino</u> 8-11-16
<u>Amelia Montez</u> 8-11-16	<u>El Seel</u> 8/11/16
<u>JKaaz</u> 8-11-16	<u>Heather L. Wood</u> 8/11/16
<u>Ena</u> 8-11-16	<u>Lisa Vukobratovic</u> 8/11/16
	<u>Catherine Hodge</u> 8-11-16