

**ARTICLE 8: Class Size**  
**Tentative Agreement between CUHSD and CHSTA**  
**May 22, 2018**

**Purpose:**

The District and CHSTA have a shared interest in maintaining appropriate class size targets for the benefit of student learning. Both parties acknowledge that the development of a school site's master schedule is a complex process that incorporates a number of factors, including student course request, class size capacity, teacher credentials, etc.

The District and CHSTA are committed to ensuring that both class size targets and overall student contact targets are considered throughout the staffing process and will regularly review data over the course of the school year to analyze the effectiveness of the District's efforts to maintain class size targets. District and CHSTA representatives will meet mid-year and at the end of the school year to review the data on overages in an ongoing effort to improve and finetune the provisions in this Section.

The provisions in this Section do not apply to Special Education teachers or Speech and Language Pathologists (SLP) as they are covered by the provisions set forth in Article 29.

**1. Class Size and Student Contact Targets**

**a. Total Student Contact Target**

Total student contact targets for each teacher shall be 160 by the end of the first 6-week grading period, except in the following areas: Physical Education; Performing Arts classes, including, but not limited to, Band, Orchestra, Choir, Drama and Dance; Tutorial; Continuation School classes; and Speech Therapists. In P.E., the total student contact targets shall be 210 by the end of the first six-week grading period.

Student Assistants are not included in the calculation for the total student targets. Any class size programs funded by the State or Federal governments are excluded from this calculation. All calculations in this provision will be based on a teacher teaching five sections. If a teacher is not a 1.0 FTE, the calculations shall be on a prorated basis.

If the parcel tax is not renewed, the total student contacts shall be 162 instead of 160.

**b. Class Size Target**

i) Individual class size targets shall be 32 students, except for those classes that are individual offerings at a school site and those specified in Article 8(1)(a), by the end of the first 6-week grading period in all subject areas, unless otherwise specified within this Article.

ii) In P.E., individual class size targets shall be 42 students.

iii) For the Continuation School, the individual class size target will be 20 students.

c. For purposes of Article 8, student contacts will be defined as follows:

i. Student Contact (exclusive of Study Hall/Tutorial/Advisory/Plus Period contact (hereinafter "Tutorial")) – a teacher's interaction with a single student which involves recording the student's attendance for an assigned period; preparing daily lessons appropriate to the course being taught; and providing grade and assessment feedback to students and parents.

ii. Tutorial contacts will not be counted as a part of the "total student contact targets" as described in Article 8.1.a or the "class size targets" as described in 8.1.b.i, nor will they be counted for purposes of additional compensation as described in Article 8.2. In addition, tutorial period as defined is not considered to be a class and is not to be incorporated as part of the evaluation process as defined in Article 12.

## 2. Compensation

For each 6-week grading period after the first grading period, teachers who are teaching classes set forth in Article 8(1)(b)(i) are eligible for overage compensation of \$3.00 per day for every student over 32 in any class, if they meet the following criteria:

- a) They have 144 or more total student contacts; and
- b) They have not waived the additional compensation in writing (as set forth in Article 8.3).

For each 6-week grading period after the first grading period, teachers who are teaching classes set forth in Article 8(1)(b)(ii) are eligible for overage compensation of \$3.00 per day for every student over 42 in any class, if they meet the following criteria:

- a) They have 189 or more total student contacts; and
- b) They have not waived the additional compensation in writing (as set forth in Article 8.3).

The above total student contact numbers shall be prorated for part-time teachers.

Payment shall be made in February for either or both of the second and third grading periods in the first semester and in June for exceeding the total student contacts at the beginning of any 6-week grading period in the second semester.

## 3. Waiver

Nothing in this Section shall preclude a teacher from agreeing to waive the overage compensation, as long as he/she consults with a CHSTA representative prior to such waiver. Such consultation will be documented in the written waiver with the appropriate signatures.

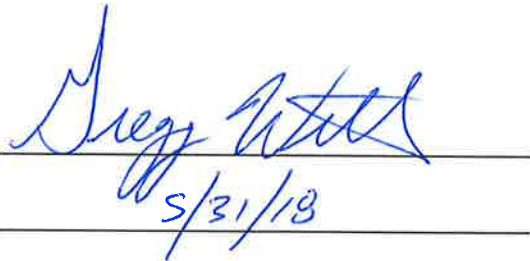
## 4. Class Size Management

Site Administration will strive to maintain class sizes at or below 32 students, or 42 or fewer students for P.E., both during spring programming and fall balancing. The number of students in any single class shall not create an unsafe teaching or learning environment.

By the beginning of the third week of the Fall Semester the Principal or designee will consult with each Department Chair or designee to review class size data in order to balance classes and correct any problems.

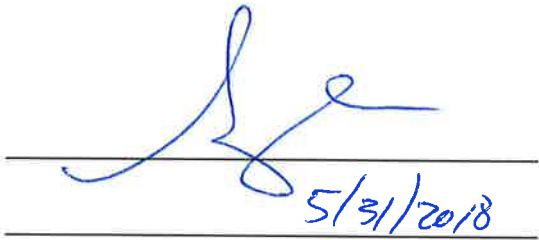
5. Data Analysis

The District agrees to furnish the President of the Association with a written report showing the number of each teacher's student contacts and individual class sizes within ten (10) business days of receiving a request from CHSTA.



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CHSTA



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CUHSD

**TENTATIVE AGREEMENT  
BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND CHSTA**

**ARTICLE 14 - HOURS AND WORK YEAR**

**14-d**

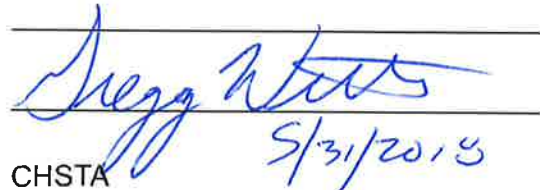
The Chair of the WASC Committee of a school shall be granted a release period or a stipend equal to the amount paid to a Department Chairperson pro-rated per semester.

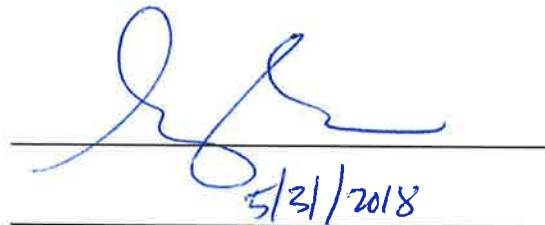
Effective the 2018-19 school year, the Chair will have the option of taking the release period by selecting one of the following options:

1. the complete school year preceding the WASC evaluation; or
2. the spring semester of the year preceding the WASC evaluation and the fall semester of the school year in which the WASC evaluation occurs; or
3. the complete school year coinciding with the WASC visit.

If the Chair selects a semester option, the semesters shall coincide with the full accreditation evaluation by WASC, not the midterm revisits. In addition to the release period, the District will pay the Chair the amount of \$1,500.00 upon the District's acceptance of all required elements of the WASC Report.

If the District is not able to provide a release period to the Chair due to staffing hardships, the Chair shall be compensated for serving as the Chair the same amount as paid to a Department Chairperson pro-rated per semester. The Chair also shall receive the amount of \$1,500.00 upon the District's acceptance of all required elements of the WASC Report.

  
CHSTA 5/31/2018

  
5/31/2018  
CUHSD

**TENTATIVE AGREEMENT  
BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND CHSTA**

**ARTICLE 14 - HOURS AND WORK YEAR**

14.2.d

The District and CHSTA have a shared interest in supporting students and teachers by providing a number of teaching preparations ("prep" or "preps") that attempts to balance students' ability to enroll in classes they are interested in and/or need to take, the District's interest in being able to provide course offerings to its students, and the teacher's interest in having a reasonable course load.

Effective the 2018-2019 school year, the District agrees to make reasonable efforts to equitably limit the number of teaching preps a teacher is assigned to within the teacher's individual program or subject area. For purposes of this Section, a prep is a subject content area course taught by a unit member.

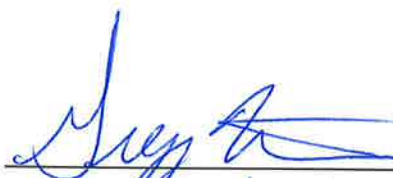
The District's efforts will be to limit the preps assigned to a teacher to three (3) preps.

- Advanced Placement and ELL classes will be considered as additional preps.
- The calculation of three preps will exclude Visual Arts, Performing Arts, World Language, CTE, and Special Education.

As part of the process of reasonably attempting to equitably limit the number of preps, the District will take into account factors such as:

- teacher input and requests
- credentials
- student needs (course requests, graduation requirements, etc.)
- class offerings
- individualized educational programs

In the event that it is necessary to assign more than three preps to a teacher, an administrator will provide a rationale.

  
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## ARTICLE 17: TRANSFER

### A. TEACHER-INITIATED TRANSFERS

The District and CHSTA have a shared interest in securing highly effective teachers for vacant positions in addition to ensuring the District provides clear and transparent communication regarding vacant positions and provides teachers the priority to be considered for vacancies.

With the teacher shortage, challenges to find specific subject-area expertise, and fierce competition to hire teachers, the transfer process will support the District's ability to recruit and hire highly qualified candidates in an efficient manner and as early in the school year as possible while supporting teachers' priority within the District.

Effective with the 2018-2019 school year, the transfer process takes place in three phases:

#### Phase 1. Early Vacancies

For subject areas designated as "critical shortage" areas by the Board, the District may begin building an applicant pool for the following school year as early as February 1st and pre-screen candidates throughout the second semester.

For site-based vacancies for the following school year that are identified between the first day of the current school year and March 1st, the District shall concurrently post vacancies internally at the site and District-wide for five (5) workdays. The District will provide first consideration to applicants from the site of the vacancy. During the five (5) workday posting period, unit members will be able to discuss their interest in the position with the Principal. To apply for a posted vacancy, unit members must complete the District transfer electronic application by the posting's closing date. Unit members may apply for more than one posted position. It is generally not recommended that first year probationary teachers apply for voluntary transfers; however, probationary teachers are entitled to equal consideration when applying for voluntary transfer.

#### Phase 2. Transfer Window

Vacancies for the following school year that are identified between March 1st and the start of the transfer window, as defined below.

The transfer window shall consist of a minimum of ten (10) working days, ending no later than April 15th, not inclusive of Spring Break. By the start of the transfer window, the District will post all known vacancies internally only, and all qualified internal applicants who apply for the posted vacancies shall be guaranteed an interview.

#### Transfer Window Timeline:

1. Internal applicants shall have five working days to apply for posted positions.

2. Interviews may begin immediately during the transfer window; however, all internal candidates who apply within the five-day window shall be interviewed by the end of the transfer window.

If a unit member applies for a posted position after the first five days of the transfer window, and is qualified for the position, s/he will be guaranteed an interview after all internal candidates who apply during the transfer window have been interviewed, unless the District selects one of the transfer window applicants for the position.

In the event that unit member wishes to transfer, but no vacancy has been posted at his/her desired site or in his/her subject area, the District shall concurrently make available electronically to all unit members a form in which they can express an interest in transferring ("interest form"). If a unit member submits an interest form, s/he will be automatically contacted by Human Resources if a position matching the unit member's interest becomes available prior to the close of the current school year, and s/he shall be guaranteed an interview.

### Phase 3. Post Transfer Window

Vacancies for the following school year that are identified between the start of the transfer window and the first day of the following school year.

Vacancies that become known after the transfer window has already begun, but before the first day of the following school year, shall be concurrently posted internally and externally. All qualified internal candidates shall be guaranteed an interview. If, after the Interview Team considers the criteria set forth in Article 17.A.5, two or more candidates are ranked equally, and one of them is an internal candidate, the internal candidate shall be offered the position.

Vacancies for teaching assignments for the next school year that become known prior to April 15th may be posted generically (e.g. English, Math etc.). Vacancies that become known after April 15th shall be posted with specific sections identified (e.g. three sections English 1, two sections English 4), and shall follow the timelines set forth below.

### Schedule and FTE Allocation

1. Within two weeks of sites receiving the FTE allocation from the District, the Principal or designee shall provide each Department Chairperson with the projected sections for the subsequent school year for their Department, projected needs or overages, and any anticipated split assignment(s).
2. Within five (5) workdays of receipt of the information set forth in Article 17.A.1, Department Chairpersons shall meet with their Departments.

a. In Departments where the number of sections match the number of teachers' full-time equivalencies ("FTE's"), members of the Department, through their Department Chairperson, shall send recommendations on teaching assignments to the Principal or designee.

b. In Departments with more sections than teachers' FTE's, members of the Department, through their Department Chairperson, shall send recommendations of teaching assignments to the Principal or designee for the existing teachers' FTE's and recommendations for the specific courses to be posted as a vacancy in order to attract quality teachers for the Department.

c. In Departments where the number of sections is fewer than the number of teachers' FTE's the members of the Department, through their Department Chairperson, shall identify preferences for teaching assignments and send them to the Principal or designee with a list of teachers in the Department who are willing to work a split assignment in areas where they are credentialed.

3. All recommended postings set forth in Article 17.A.2 above shall be presented by the Department Chairperson to the Principal or designee for review within five (5) workdays of the Department Chairperson's receipt of the information set forth in Article 17.A.1. After reviewing the proposed openings and assigning as many teachers at that site as feasible, the Principal or designee shall inform the Human Resources Department of the school's posting(s). Full-time assignments as well as any remaining partial assignments shall be posted and emailed to all District teachers via District email.

#### Communication

In an effort to inform all staff members of openings, the availability of vacancies and the location of postings, the District shall send an email to District teachers via District email and the sites shall advertise the vacancy information in the faculty section of the daily bulletin for the duration of the posting period.

#### Eligibility and Selection

All qualified internal transfer candidates, as defined in Section 17.A.5.a will be offered the opportunity to interview, unless the internal transfer candidate: has received a needs improvement or unsatisfactory evaluation.

In considering applicants for transfer, the following criteria will be considered:

a. Credential. Consideration can be given only to those credentialed to teach the posted subjects.



- b. Seniority. As it appears on the official District Seniority List.
- c. Skills, Expertise/Interest. As evaluated by the Interview Team using information provided on the application form.
- d. Interview.
- e. Activities. Stated interest in activities related to needs of the School.

## 6. Interview Teams

- a. The Interview Team consist of Principal or designee and a teacher chosen by the Department. If the teacher is applying for a split assignment, the Department Chairpersons of both site's Departments will be the third and fourth members of the Interview Team.

7. If after the Interview Team considers the criteria set forth in Article 17.A.5 above, two or more internal candidates are ranked equally, the candidate with the most seniority shall be offered the position.

8. The Principal has the right to recommend that a candidate not be offered the posted position. The teacher may request in writing, including an email, the reasoning for the decision.

9. The Principal or designee will return the forms with the committee's recommendation and ranking of candidates to the Human Resources Department within five (5) working days after the close of the interviews.

10. After receiving the recommendations, the Human Resources Department shall – in writing, including via e-mail to an employee's District e-mail account – offer the vacant positions to the recommended applicant, unless this creates a critical problem for the District or the overall School program. Teachers will receive all offers in writing. In addition, the District will attempt to notify teachers of the transfer offer by calling them on the phone number identified on the transfer request form submitted by the teacher. In the event the teacher does not answer, the District will leave a voicemail message extending the offer as long as the phone is accepting messages and this shall satisfy the District's notice obligation.

11. Teachers must accept or decline the offer or withdraw their transfer request within two (2) workdays of the offer being made by providing notice to the Human Resources Department. The teacher's decision must be in writing – including via e-mail from an employee's District e-mail account.

12. A teacher who is denied a transfer because his/her transfer would create a critical problem for the District or the overall School program, may appeal the decision to the Superintendent. The Superintendent's decision will be final.

13. If the teacher chooses to grieve the above process, Level I shall be the Chief Human Resources Officer or designee.

14. A change in status from full-time to part-time teaching or from part-time to full-time teaching shall not be considered under the "Transfer" article (see Article 9 "Part-Time Employment").

15. Temporary teachers are not eligible to apply for transfers under this Article unless they are members of Unit B; transfer rights for Unit B members are outlined in Article 28.

6/21/18  
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## Appendix H - Study Hall

### Tentative Agreement

June 21, 2018

Tutorial Contact – a teacher’s interaction with a single student which involves recording the student’s attendance for the scheduled Tutorial period and may include providing academic coaching or assistance, providing time for homework completion, or creating an academic space for student-centered academic learning. Teachers will determine how the Tutorial time is utilized by students within their classroom, as long as such use is consistent with each school site’s guidelines; if a school site has not created guidelines, the teacher’s use of Tutorial must include one or more of the following: providing academic coaching or assistance, providing time for homework completion, or creating an academic space for student-centered academic learning. Teachers may take into account their own professional assessments of what best serves the needs of their students within the parameters of the school site’s guidelines or the requirements of this Section if there are no school site guidelines established.


a. The school site’s guidelines shall be developed and/or reviewed on an annual basis by a committee of teacher volunteers and site administration. Site Page 6 administration shall solicit the entire faculty via email for committee volunteers and/or input – written or verbal – no later than April 30th of each school year, and all those responding shall have the opportunity to be on the committee. The Committee, consisting of the teacher volunteers and site administration, is responsible for the development and/or review of the school site guidelines. The guidelines must be approved by 62% of CHSTA members voting by secret ballot. CHSTA site representatives will administer the vote. Site administration may designate a representative to participate in the counting of the ballots. The vote, counting of the ballots, and announcement of the results of the vote shall be completed no later than the fourth week in May.

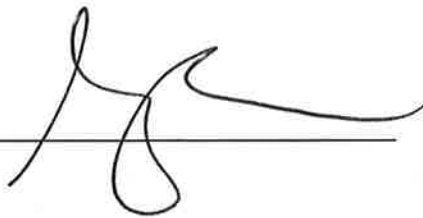
b. Teachers have the right to refuse entrance to students due to classroom capacity or if the student’s entrance would not be in alignment with school site guidelines. In addition, teachers have the right to remove students from their Tutorial consistent with the site’s normal process for removing students from classes.

c. Unit members will record students’ attendance during the Tutorial period at the various school sites.

d. In accordance with Article 8.4 and Article 8.1.c.ii, the teacher shall have discretion in determining the number of students present in the classroom during the Tutorial period. In some circumstances, with mutual agreement/acknowledgment of the teacher

regarding academic and safety issues in the classroom, a site administrator may assign a student to a specific classroom during the tutorial period time.

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6/21/2018  
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CUHSD 

TENTATIVE AGREEMENT  
BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND  
CAMPBELL HIGH SCHOOL TEACHERS ASSOCIATION

**ARTICLE 18: COMPENSATION**

A. Salary

2018-19 School Year

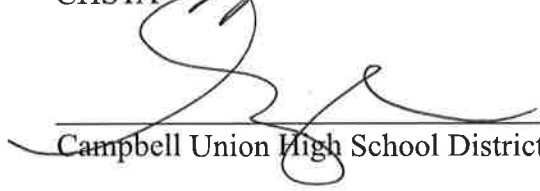
The District agrees to provide an increase of 3.0% to the salary schedule for Unit A, retroactive to August 1, 2018. The District will make all reasonable efforts to make the above payment no later than 45 working days from the date of full ratification of the parties' collective bargaining agreement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

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

4/3/2018  
Dated

11/8/2018  
Dated

  
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CHSTA

  
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Campbell Union High School District

TENTATIVE AGREEMENT  
BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND  
CAMPBELL HIGH SCHOOL TEACHERS ASSOCIATION

**ARTICLE 26: DURATION**

This Agreement shall be effective as of September 1, 2018 and shall remain in full force and effect up to and including August 31, 2019.

11/9/2018  
Dated

  
CHSTA

11/8/2018  
Dated

  
Campbell Union High School District

TENTATIVE AGREEMENT  
BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND  
CAMPBELL HIGH SCHOOL TEACHERS ASSOCIATION

**ARTICLE 28: ADULT EDUCATION**

F. Compensation

2018-19 School Year

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

In addition, effective July 1, 2019, the District agrees to add an eighth step to the Unit B salary schedule. The eighth step will be a difference of 4% more than the current seventh step on the Unit B salary schedule.

11/8/2018  
Dated

  
CHSTA

11/8/2018  
Dated

  
Campbell Union High School District

TENTATIVE AGREEMENT  
BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND  
CAMPBELL HIGH SCHOOL TEACHERS ASSOCIATION

**APPENDIX A**

**CLASS PLACEMENT:** Unit members will be assigned to a Classification Column on the above schedule in accordance with the requirements below:

- a. Class A: AB degree and 15 to 29 semester units earned after the degree.
- b. Class B: AB degree and 30 to 44 semester units earned after the degree.
- c. Class C: AB degree and 45 to 59 semester units earned after the degree.
- d. Class D: AB degree and 60 to 74 semester units earned after the degree, and either:  
(a) an MA degree on file with the District; or (b) a minimum of 30 graduate semester units plus any combination of 30 semester units in the unit member's field of specialization or in education to be included as part of the above 60 to 74 semester units.
- e. Class E: AB degree and 75 or more semester units earned after the degree, and either: (a) an MA degree on file with the District; or (b) a minimum of 30 graduate semester units plus any combination of 45 semester units in the unit member's field of specialization or in education to be included as part of the above 75 or more semester units.

**INITIAL CLASS AND STEP PLACEMENT:** Upon initial employment with the District, a unit member has 90 days in which to supply the District with official transcripts, credential(s), and evidence of prior teaching experience. Prior teaching experience will be granted for step placement subject to the following requirements:

- a. The nature and extent of the prior teaching experience shall be verified by an official statement from the previous employer(s).
- b. Such experience must be approved by the District as secondary public school teaching experience or comparable teaching experience.

**UNIT APPROVAL:** The unit member shall obtain, prior to enrollment, written approval of the planned course work from the Human Resources Department. The Human Resources Department, as part of its review process, will verify that the course work is deemed



appropriately related to the unit member's assignment. If a unit member takes such course work without receiving approval from the District, any decision made by the District to accept or reject such course work will be final and not subject to review under the provisions of Article 10 (Grievance Procedure). After initial employment by the District, semester units earned will be given credit for class placement provided:

- a. Official transcripts of the completed course work are presented to the District by September 10th of the school year in which a class change is requested;
- a. Effective July 1, 2019, the parties agreed to eliminate the following language and remove the amount of units that can be earned and applied to class/column advancement in a school year. No more than eight (8) semester units are earned during the course of any single school year, although any number of semester units may be earned during the summer;
- c. Effective July 1, 2019, the parties agreed to eliminate the following language and remove the amount of units that can be earned and applied to class/column advancement in a school year. No more than one (1) class advancement is allowed in a single year;
- d. All courses must be taken at an accredited institution, must require class attendance or individual work proportionate to the number of units earned, and must be upper division or graduate level courses. (Courses with the same content, title or catalog number will be accepted only once.)
- e. Course work taken at a community college must meet the following criteria:
  - (1) The course must relate directly to the teaching assignment of the teacher;
  - (2) A total of 15 semester units of community college work is the maximum that may be granted for salary advancement. In cases where present or anticipated District needs indicate, this unit limit may be waived.

11/3/2018  
Dated

  
CHSTA

11/8/2018  
Dated

  
Campbell Union High School District

SIDE AGREEMENT BETWEEN  
CAMPBELL UNION HIGH SCHOOL DISTRICT  
AN.D  
CHSTA

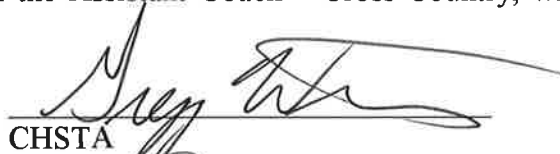
APPENDIX B

The Campbell Union High School District and CHSTA agree to extend the Appendix B pilot program that was entered into by the parties in July 2017. The extension of the pilot program will be from July 1, 2018 through June 30, 2019.

During the period of the extension, the rates set forth in Appendix B shall remain in place. The parties agree that the commission created under the initial Agreement shall remain in place and shall meet during the 2018-19 school year. The commission is to provide written recommendations regarding agreed upon issues to the bargaining teams by April 15, 2019.

At the conclusion of the 2018-19 school year, this Agreement and the pilot program shall terminate, unless the parties mutually agreed to extend it in writing. When the Agreement terminates, the language in Appendix B shall revert to the language that was in effect for the 2016-18 school year, with the exception of the Assistant Coach – Cross Country, which shall remain in effect.

11/3/2018  
Dated

  
CHSTA

11/8/2018  
Dated

  
Campbell Union High School District