



HCSD and HTA Agreement  
2023-2026

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**IN WITNESS WHEREOF**

**APPENDICES**

## ARTICLE 1

### 1. AGREEMENT

- 1.1 This is an Agreement between the Board of Trustees of the Hillsborough City School District (hereinafter referred to as "District") and the Hillsborough Teachers Association (hereinafter referred to as "Association"). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code. This Agreement shall supersede any rules, regulations, or practices of the DISTRICT which are contrary to, or inconsistent with, its terms.

## ARTICLE 2

### 2. RECOGNITION

- 2.1 The District hereby acknowledges the Association as the exclusive bargaining representative for all certificated positions excluding management, supervisory, confidential, substitute, classified personnel, and summer school teachers.

## ARTICLE 3

### 3. DISTRICT AND ASSOCIATION RIGHTS

- 3.1 All matters not specifically enumerated in this agreement are reserved to the District and may not be subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.
- 3.2 The District shall, according to Government Code Section 3542.3(a) (the EERA), actively collaborate and consult with Association members with applicable expertise on the definition of educational objectives, the determination of content of courses and district curriculum and the selection of textbooks to the extent such matters are within the discretion of the District under the law.
- 3.3 The District encourages Association to attend Board meetings, Board Study Sessions, and the Master Calendar process at the District Roundtable at its last meeting in May, and to actively participate in these meetings. The District will consider information presented by the Association at these meetings.
- 3.4 The Board Meeting Agenda will be posted at each site and the agenda for regular Board meetings will include an item to allow the Association to address the Board.

## ARTICLE 4

### 4. ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to use facilities and buildings of the District provided that additional costs, if any, incurred as a result of such use, shall be reimbursed to the District by the Association.
- 4.2 The Association shall have the right to use designated bulletin boards and mail boxes. At least one (1) bulletin board will be provided in each school in an area frequented by certificated employees. A representative of the Association shall sign and date material prior to posting.
- 4.3 Representatives of the Association shall be permitted to transact official Association business on school property prior to normal working hours, during breaks, during lunch periods, and after working hours. It shall be the duty of the representative of the Association to inform the principal prior to holding any meetings.
- 4.4 Two (2) days per month will be designated as Association Meeting Days and no other certificated meetings or activities should be scheduled for that day, except by mutual consent between the District and the Association. The specific two (2) days per month should be mutually agreed to by the Superintendent or their designee and the designated representative of the Association during the month of May of the year preceding.
- 4.5 The District agrees to provide reasonably available information to the Association upon written request that would reasonably be needed by the Association to fulfill its role as the bargaining agent. Additional costs, if any, incurred as a result of such use, shall be reimbursed to the District by the Association. Such information shall specifically exclude any matters of a personal or confidential nature.
- 4.6 Reasonable effort will be made to schedule negotiation sessions at times which will not interfere with the teaching day. However, when the parties agree to schedule negotiations during the teacher work day, up to five (5) Association-appointed negotiation team members shall be granted release time without loss of compensation or sick leave for the purpose of attending negotiation sessions and impasse proceedings.

- 4.7 The District agrees to furnish a roster annually showing the salary placement of each person in the bargaining unit effective October 1<sup>st</sup>.
- 4.8 Names, addresses and telephone numbers of District certificated employees shall be provided, without cost, to the Association no later than October 15<sup>th</sup> of each school year. Employees who withhold permission to give such information shall not be included.
- 4.9 Within thirty (30) days after the ratification of this Agreement by both parties, the District will provide the Agreement for each employee in the bargaining unit. If there are costs associated with this, the District may request these costs to be shared equally with the Association. The District and the Association may share the costs equally. Each new employee will be provided a copy of the contract.
- 4.10 The Association may utilize up to the equivalent of five (5) days release time each school year to conduct Association-related business subject to the following conditions:
- 4.10.1 The release time shall be utilized by the Association President or their designees(s).
  - 4.10.2 The Association President shall provide the Superintendent's Office at least five (5) work days advance written notice of the release Date(s) and times and the individual(s) to be released.
  - 4.10.3 The release time must be utilized by individuals in one-half or full day increments.
  - 4.10.4 The release time may not be utilized on staff development days.
  - 4.10.5 The release time may not be accumulated or carried over to a subsequent school year.
  - 4.10.6 The Association shall reimburse the District the cost of substitutes employed due to use of this leave.



## ARTICLE 5

### 5. PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 5.1 Any employee who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues to the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the employee. Pursuant to such authorization, the District shall conduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months without cost to the Association or individual. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.
- 5.2 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the California Teachers Association.
- 5.3 By October 30<sup>th</sup> of each year, the District shall furnish to the Association a list of those employees for whom the Association is the bargaining representative showing payroll deduction of membership dues.
- 5.4 Upon appropriate written authorization from the certificated employee, the District shall deduct from the salary of the employee, without cost to the Association or the individual, and make appropriate remittance for annuities, credit union programs, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the District.
- 5.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.6 The District shall be held harmless from any suit, claim or demand made upon it as a result of deductions not deducted properly because of administrative error.

## ARTICLE 6

### 6. GRIEVANCE PROCEDURE

- 6.1 The purpose of this Article is to provide a procedure for the consideration of grievances which is defined as an alleged misinterpretation, misapplication or violation of a specific and expressed provision of this Agreement.
- 6.2 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible stop.
- 6.3 Definitions
- 6.3.1 Grievance: A formal written allegation by an employee that the employee has been adversely affected by a violation of a specific and express provision of this Agreement.
- 6.3.2 Grievant: A grievant is an employee/bargaining unit member who is filing a grievance.
- 6.3.3 Day: A day is any day on which the District Office is open.
- 6.3.4 Representative: A representative is a fellow employee, a representative of the Association or legal counsel who participates in the grievance procedure.
- 6.4 Grievances will be processed in accordance with the following steps:
- 6.4.1 Step 1 (Informal) – Any employee who believes they have a grievance, shall present The grievance orally to their immediate supervisor within ten (10) days after the grievant knew or reasonably should have known of the circumstances which formed the basis for the grievance.
- 6.4.2 Step 2 (Formal)
- 6.4.2.1 If the grievance is not settled during the informal discussion, the employee may initiate the grievance in writing within ten (10) school days after the informal discussion with the immediate supervisor and shall submit written information to the immediate supervisor which shall include:
- 6.4.2.1.1 A description of the specific grounds of the grievance including Article and Section of the contract which is alleged to be violated, times and dates the alleged grievance occurred, and specific details of the violation;

- 6.4.2.1.2 A listing of the specific action requested of the District will remedy the grievance.
    - 6.4.2.2 The immediate supervisor shall issue a written decision within ten (10) school days after receipt of the grievance.
  - 6.4.3 Step 3 (Formal)
    - 6.4.3.1 If the grievance is not resolved at Step 2, the grievant may, within ten (10) school days after receipt of the written decision from the immediate supervisor, appeal the grievance in writing to the Superintendent.
    - 6.4.3.2 Within ten (10) school days from the receipt of the grievance, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The Superintendent shall issue a written decision within ten (10) days after such meeting and provide it to the grievant.
  - 6.4.4 Step 4 (Formal) – If the grievant is not satisfied with the Superintendent’s Step 3 decision, within ten (10) days from the receipt of the written decision the grievant may appeal in writing to the Hillsborough City School District Board of Education. The Board shall act within thirty (30) days or at the next scheduled Board meeting, whichever is later. The Board shall communicate its decision to the grievant in writing within five (5) days after such action. This decision shall be final and binding, and concludes the grievance procedure.
- 6.5 Any employee may present grievances to the District and shall have such grievances processed without the intervention of the Association as long as that process is consistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response (Government Code Section 3543(b)).
- 6.6 The grievant has the right to have a representative present at any step of the procedure. The grievant must be present at each step of the grievance procedure, provided however, the grievant need not be present at Step 4 unless their presence is requested by the Board of Education.

- 6.7 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the Superintendent. Failure of the employee to comply with time limits or to attend scheduled meetings to discuss the grievance shall be deemed an acceptance of the latest decision and waiver of any right to further appeal. The District shall not be required to give written notice of such termination to the employee.
- 6.8 Failure by the District to act within a decision deadline within Steps 1 through 3, shall enable the grievant to appeal automatically to the next step (higher level).
- 6.9 Every effort will be made to schedule meetings for processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the work day, an employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties for a reasonable amount of time without loss of pay.
- 6.10 This grievance procedure applies only to items covered in this Agreement.
- 6.11 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of their supervisor.
- 6.12 Time limits at each level shall begin the day following receipt of the grievance appeal or written decision.
- 6.13 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement.
- 6.14 If a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, upon mutual agreement, the time limits set forth herein may be reduced so that the procedure may be completed prior to the end of the school year or as soon as is practicable.

6.15 Miscellaneous

- 6.15.1 Only procedural aspects of evaluations of an employee may be grievable under this section.
- 6.15.2 Any grievance filed as a result of an action by the Board or the Superintendent may be submitted directly at Step 3 of this procedure.
- 6.15.3 Any grievance filed by employees with different immediate supervisors may be filed at Step 3 of this procedure.
- 6.15.4 No allegations may be added to a grievance once the grievance is submitted in writing to the District.
- 6.15.5 All documents, communications and records related to the processing of a grievance shall be filed in a separate file and shall not be placed in the personnel file of any of the participants prior to the resolution of the grievance. At that point the Superintendent will determine which documents, etc. will be placed in the personnel files.

## ARTICLE 7

### 7. LEAVES

#### 7.1 Sick Leave

- 7.1.1 At the beginning of each school year (July 1), employees shall be granted ten (10) days leave for illness, injury, or quarantine during the school year. Leave for part-time employees shall be prorated.
- 7.1.2 Pay for any day of absence under this section shall be the same as the pay which would have been received had the employee served during the day of illness, injury or quarantine.
- 7.1.3 On the first day of each school year (July 1), the full amount of sick leave granted under this section shall be credited to each employee, and such leave may be taken at any time during the year as required by the employee's own illness, illness of a family member, medical appointment, injury, or quarantine. In addition, each employee may use their accumulated sick leave to take up to five (5) days of reproductive loss leave following a reproductive loss event, as defined in Government Code section 12945.6 (Senate Bill 848).
- 7.1.4 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 7.1.5 The District may require medical verification of the cause of illness of any absence under this section.
- 7.1.6 When an employee has exhausted all accumulated accrued sick leave and is unable to return due to extended illness or injury, the employee shall be entitled to use up to five (5) school months (counted as 100 paid days) of extended sick leave.
  - 7.1.6.1 The five months/100 days of extended sick leave shall run concurrently with the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave when is used for purposes of the employee's own illness, other than pregnancy disability

- 7.1.6.2 When this extended sick leave is used for the purpose of pregnancy disability it is a separate entitlement from CFRA leave.
- 7.1.6.3 The employee on extended sick leave shall receive their regular salary minus the lesser of the long-term substitute rate or a rate equal to 60% of the minimum salary provided in section 11.1.6 of this Agreement (effective January 1, 2020). In no event, however, shall the employee receive less than fifty percent (50%) of their regular salary. Salary payments shall cease at the termination of 100 paid days.

#### 7.1.7 Catastrophic Sick Leave Bank

- 7.1.7.1 Definition - Catastrophic sick leave as used in this Agreement is defined as an illness, injury, impairment, or physical or mental condition that is expected to critically incapacitate the unit member for ten (10) or more duty days, and which requires the unit member to take time off from work due to their incapacity, and, as a consequence, the member will suffer financial hardship.
- 7.1.7.2 Administration

The Catastrophic Sick Leave Bank (Bank) shall be administered by an Association Committee (Committee).
- 7.1.7.3 Contribution
  - 7.1.7.3.1 Participation in the Bank shall be voluntary, but permitted for all bargaining unit members. Only those unit members who contribute earned sick days can request to draw leaves from the Bank.
  - 7.1.7.3.2 Unit members may confidentially donate to the Bank providing that they maintain twelve (12) days of accrued sick leave on record.
  - 7.1.7.3.3 Any unused donated sick days will not be returned to the donor. Unused donated sick days shall remain available for future use by other unit members eligible for this leave benefit.
- 7.1.7.4 Utilization
  - 7.1.7.4.1 The Committee shall establish rules governing applications and withdrawals from the Bank, which shall be nondiscriminatory

and consistent with applicable laws. Administrative procedures shall be the responsibility of the Committee.

7.1.7.4.2 A unit member who qualifies for catastrophic leave may utilize the Bank after all their accumulated sick leave is exhausted.

7.1.7.4.3 The Committee shall determine whether to grant withdrawals from the Bank on a case-by-case basis.

7.1.7.4.4 The Association agrees to hold the District harmless in any dispute arising out of implementation of this Article 7.1.7.

7.1.7.4.5 This Article 7.1.7 is not grievable.

#### 7.1.7.5 Termination

If the Bank is terminated for any reason, the sick days remaining in the Bank shall be returned to the then current members of the Bank proportionately as determined by the Committee.

#### 7.1.7.6 Information

The District agrees to furnish any information needed by the Association to fulfill the provisions of this Article 7.1.7.

### 7.2 Personal Necessity Leave

7.2.1 Up to ten (10) days of sick leave, earned pursuant to this Agreement, may be used each school year by an employee for matters of personal necessity. These ten (10) days may not be accumulated or carried over to a subsequent school year. The employee will indicate on the absence form that the reason for the absence is for personal necessity.

7.2.2 Employees shall have secured a substitute for the duration of the leave, when a leave is taken under any of the following circumstances:

7.2.2.1 Day before or after a holiday or vacation period (including summer recess).

7.2.2.2 Travel time prior to and after holiday and vacation periods (including summer recess).

7.2.2.3 Notice of three (3) or four (4) consecutive days.

7.2.2.4 Notice of personal necessity leave in the above circumstances shall be submitted directly to the Superintendent/ District Office designee.



7.2.3 Employees shall be required to provide reasons (beyond “personal necessity”) when leave is requested on a staff development day. Such a request shall be submitted directly to the Superintendent/ District Office designee for decision.

7.2.4 Employees who have served at least five (5) complete years in the District may take five (5) or more consecutive days of leave, subject to the following requirements:

7.2.4.1 Notice must be given directly to the Superintendent/ District Office designee at least twenty (20) unit member workdays prior to the leave.

7.2.4.2 At the time of notice of the leave, the employee shall have secured a substitute for the duration of the leave.

7.2.5 No leave under this section shall be used for business of the Association or its affiliates, or personal business for profit.

### 7.3 Industrial Accident or Illness Leave

7.3.1 Industrial accident or illness as used in this Article is an accident or illness, as determined by the District, arising out of employment with the District.

7.3.2 An employee shall be entitled to up to sixty (60) days non-accumulative industrial accident or illness leave per year. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year; the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave.

7.3.3 An employee who exhausts such leave shall be entitled to use their sick leave benefits as provided in this Article. If the employee continues to receive Workers’ Compensation while on sick leave, they may elect to use that portion of their sick leave which when added to the temporary disability compensation is equal to their regular monthly salary.

7.3.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under Workers’ Compensation.

7.3.5 Payment for wages lost on any day shall not, when added to an award granted the employee under Workers’ Compensation laws, exceed the normal wages for the day.

7.3.6 An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the employee and their physician agree that there has been such recovery, provided however, that the District may cause an independent physician, at the expense of the District, to examine the employee to determine when recovery has occurred. If the independent physician and the employee's physician disagree, they shall agree on a third physician, whose determination shall be final.

7.3.7 The District's report of an industrial accident or illness shall be kept on file at the District's administration office.

7.3.8 Benefits provided in this Article are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as the result of an industrial accident or illness, as defined herein, except in accordance with Subsection 7.3.2 of this Article.

#### 7.4 Bereavement

7.4.1 Each employee shall be granted paid leave of absence not to exceed five (5) days in the event of the death of any member of their immediate family. This leave is a distinct entitlement and shall not be deducted from the employee's sick leave. Upon request, an employee shall be granted up to an additional five (5) days paid leave (the number of days to be at the employee's discretion) for the death of a spouse, partner, or child.

7.4.2 Two (2) additional days shall be granted upon request if travel is in excess of 200 miles.

#### 7.5 Jury Duty Leave

7.5.1 An employee will be granted a paid leave of absence for those days when they are called for jury duty.

7.5.2 An employee will be granted a leave of absence for those days when ordered to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

7.5.3 Employees granted such leaves of absence shall be allowed pay in the amount of the difference between his regular earnings and any amount they receive for jury or witness fees. The employee shall apply for any fees for which they are eligible.

## 7.6 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. An employee who is eligible for and receives mandatory orders to active duty shall file in advance a request for leave with the Superintendent, accompanied by an official copy of the mandatory orders.

## 7.7 Maternity/Paternity-Related Leaves

### 7.7.1 Pregnancy Disability Leave

7.7.1.1 An employee shall be entitled to a leave of absence from duty where such absence is required because of pregnancy, miscarriage, childbirth, and recovery therefrom.

7.7.1.2 The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duty, shall be determined by the employee and her physician and these dates shall be communicated to the DISTRICT.

7.7.1.3 During the period of pregnancy disability leave, the District shall use/deduct the employee's accumulated sick leave (section 7.1.1) and, if necessary, the five months/100 days of extended sick leave (section 7.1.6).

7.7.1.4 When accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (section 7.7.2) or leave under the California Family Rights Act (section 7.7.3).

7.7.1.5 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available.

### 7.7.2 Child Bonding Leave

7.7.2.1 Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

- 7.7.2.2 For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
- 7.7.2.3 For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
- 7.7.2.4 Pursuant to Education Code section 44977.5, if an employee exhausts their accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, they shall be entitled to differential pay as defined in section 7.1.6.3 for the balance of the twelve (12) week period.
- 7.7.2.5 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- 7.7.2.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
- 7.7.2.7 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one year (twelve months of service for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

#### 7.7.3 Child Rearing Leave

An unpaid leave of absence of normally one (1) year and in no event not to exceed three (3) consecutive school years, may be granted to an employee who is a natural or adopting parent, for the purpose of rearing their child. Application will be made in writing to the Superintendent reasonably in advance to ensure that it will not conflict with the interests or the students of the District. The provisions of sections 7.9.1 and 7.9.2 of this Article apply to leaves granted under this section.

#### 7.8 Family Leave: Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- 7.8.1 Employees who have completed one year of service for the District, and at least 1,250 hours of service during the previous one-year period, have the right to a leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of the employee's own serious health condition, caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.
- 7.8.2 Family leave under this section shall be unpaid unless it is taken pursuant to section 7.7.1 (Pregnancy Disability), 7.7.2 (Child Bonding [if the employee elects to use their sick

leave]), or is taken due to the employee's own serious health condition. Upon request by the employee and agreement by the District, an employee may utilize their accumulated sick leave to care for a child, spouse, parent, or "designated person" as defined by law, (as defined in this section 7.8) with a serious health condition.

7.8.3 The employee's accumulated sick leave (section 7.1.1) and the five months /100 days of extended sick leave (section 7.1.6) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.

7.8.4 When this extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.

7.8.5 There is carry-over of unused leave from one 12-month period to the next 12-month period.

7.8.6

7.8.6.1 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care.

7.8.6.2 "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may select one designated person per 12-month period, such designation to be made at the time the leave is taken.

7.8.7 If both parents of a child who are entitled to family care leave under section 7.8.1 of this contract are employees of the District, each employee shall be eligible for family care leave in connection with the birth, adoption, or foster care of a child in the amount specified in section 7.8.1

- 7.8.8 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.
- 7.8.9 If verification is required by the District to verify the serious illness of the child, spouse or parent the District will accept medical verification by the treating health professional.
- 7.8.10 Health insurance coverage shall be maintained during family care leave and paid for by the District for the duration of the leave not to exceed 12 workweeks in a 12-month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

## 7.9 Other Leaves

The District reserves the right to grant any additional leaves not specifically covered in this agreement upon application to the District in writing, explaining the request for the leave in its entirety. Requests for leaves under this subsection will be made reasonably in advance of the commencement date of the requested leave to allow a sufficient amount of time for a decision-making process and for provisions to be made to protect the interests of the students of the District.

- 7.9.1 An employee granted leave under this section shall notify the District, in writing, by January 15<sup>th</sup> of the year on leave of their intention to return to the District.
- The District shall request such notice from the employee on or before December 1<sup>st</sup> of such year. This request, along with a copy of Education Code Section 44842, shall be mailed by certified mail to the employee at his or her last known place of address. "Last known place of address" shall be such address on file with the District as of September 15<sup>th</sup> of any school year. It shall be the employee's responsibility to notify the DISTRICT of any change in such address. If such notice is not received by this date, the employee shall have waived their rights to reinstatement and shall be subject to termination as provided in the Education Code.

7.9.2 If any request for leave is denied the employee must notify the District by February 20<sup>th</sup> of the employee's intent to return or not to return to the District for the following school year. For all employees on leave, if no notification is received by the employee by February 20<sup>th</sup>, the employee's employment with the District is terminated.

7.10 Other Employment While on Leave

Any employee who secures other employment under contract with a public or private educational institution during a leave granted under this Article shall notify the DISTRICT in writing immediately. Upon receipt of such notice, the District may, in its discretion, terminate the leave immediately.

## ARTICLE 8

### 8. ASSIGNMENT AND TRANSFER

Preamble: All assignments and transfers shall be made by the District in the best interests of the school program and the needs of students.

#### 8.1 Definitions

8.1.1 “Assignment” is the designation of a specific position or responsibilities within a school or core subject area or work location. Assignment includes the initial placement of a newly employed unit member in a specific school or work location, as well as a change in a unit member’s position within the same school, core subject area or work location (commonly referred to as a “reassignment”). An assignment may be initiated by a unit member (“voluntary”) or by a Principal (“involuntary”).

8.1.2 “Transfer” is a change in the work location of a unit member from one school or work site to another school or work site. A transfer does not encompass the process of assignment to a specific position within a school, core subject area or work location. A transfer does not encompass a change in compensation or status. A transfer may be initiated by a unit member (“voluntary”) or by the District (“involuntary”).

8.1.3 “Vacancy” is a new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned, or which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.

8.1.4 “Superintendent” is the Superintendent or their designee.

#### 8.2 Notice of Vacancies

8.2.1 Notices of all unit vacancies shall be posted for at least five (5) work days at each school site. Such notices shall include the closing date for submitting a request for transfer no earlier than five (5) work days after the posting date, position description and credential and qualification requirements. No permanent assignment to fill the vacancy shall be made until after the closing date.



### 8.3 Voluntary Transfers

- 8.3.1 A unit member may request a voluntary transfer to take effect either during the current school year or at the beginning of the next school year. The request shall be in writing and sent to the Superintendent's office.
- 8.3.2 A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. Applications may be received after January 1<sup>st</sup> each year and shall remain in effect until December 31<sup>st</sup> of the year. A unit member also may submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure set forth in section 8.2.1 of this Article. All requests shall be in writing.
- 8.3.3 Pursuant to Education Code section 35036, up to and including April 15<sup>th</sup>, qualified applicants within the bargaining unit shall be interviewed for vacancies for the subsequent school year prior to interviewing outside applicants. After April 15<sup>th</sup>, the District may interview all applicants from within and outside the District concurrently. The Superintendent will make the final decision. Among the criteria considered when transfers are made are: the needs of students; the needs of teachers; the needs of the District; academic preparation; experience; and credential(s)/ authorization(s).
- 8.3.4 If a request for transfer is denied, the unit member will be notified prior to the public announcement of the filling of the position. Upon request, the unit member will be given the opportunity to meet with the Superintendent to discuss the rationale for the denial. The request and the answer will be handled in a confidential manner.
- 8.3.5 Unit members voluntarily transferred after the school year has started shall be provided up to two (2) work days of release time from regular classroom duties to prepare for the new assignment before meeting with students.
- 8.3.6 The District shall provide moving assistance at the request of the transferred unit member.

#### 8.4 Involuntary Transfers

- 8.4.1 The District will ask for and consider volunteers (including those with requests already filed) prior to implementing an involuntary transfer.
- 8.4.2 The Superintendent shall, for any of the following reasons, make the final decision on personnel affected by involuntary transfers: the needs of the students; the needs of the teachers; the needs of the District; change in student enrollment; elimination or addition of programs; and school closings.
- 8.4.3 Involuntary transfers shall be implemented as follows:
  - 8.4.3.1 The Superintendent shall notify the affected employee in writing of their intent to involuntarily transfer the employee at least five (5) work days prior to finalizing such transfer.
  - 8.4.3.2 Upon receipt of such notice, a unit member shall, upon request and before the transfer is finalized, be given an opportunity to meet with the Superintendent to discuss the reasons for such action. The request and the response will be handled in a confidential manner.
- 8.4.4 If a unit member is involuntarily transferred during the unit member's work year, they shall be given up to four (4) work days of release time from regular classroom duties to prepare for the new assignment, before meeting with students.
- 8.4.5 Unit members who are involuntarily transferred between school years will receive up to four (4) work days of pay at their per diem rate to prepare for the new assignment.

#### 8.5 Assignments

- 8.5.1 The Principal will make the final decision on unit member assignments with due consideration given to unit member preference. Among the criteria considered when assignments are made are: the needs of students; the needs of teachers; the needs of the District; academic preparation; experience; and credential(s)/authorization(s).
- 8.5.2 If a change in assignment necessitates a move from one classroom to another, the unit member shall receive assistance in moving to the new classroom.

### 8.5.3 Voluntary Reassignment

- 8.5.3.1 Unit members may request a reassignment by submitting a written request to the Principal.
- 8.5.3.2 Unit members who do not receive a requested reassignment to fill a vacancy shall be notified in writing within five (5) work days of the reasons for not receiving the requested reassignment.

### 8.5.4 Involuntary Reassignment

- 8.5.4.1 Before an involuntary reassignment to a vacancy is made, the Principal shall inform staff of any unfilled assignments, and ask for volunteers to fill the vacancy. The Principal will make the final decision on assignments. Among the criteria considered when reassignments are made are: the needs of students; the needs of teachers; the needs of the DISTRICT; academic preparation; experience; and credential(s)/authorizations(s).
- 8.5.4.2 The Principal shall notify an affected unit member in writing at least five (5) work days prior to finalizing an involuntary reassignment, including the reasons for such action.
- 8.5.4.3 Unit members involuntarily reassigned within ten (10) calendar days before the start of school or at any time during the school year shall be provided up to two (2) work days of release time for preparation purposes prior to the assumption of the new assignment or at a time mutually agreed upon by the unit member and the Principal. Unit members involuntarily reassigned between school years will receive up to two (2) work days of pay at their per diem rate to prepare for the new assignment.

### 8.5.5 Notification of Tentative Assignment

Unit members shall be provided their tentative assignment, subject to change, for the subsequent school year as early as possible. This notice shall include the following information, as appropriate for elementary and middle school positions: school site, grade level, and subject area(s).

ARTICLE 9

9. [BLANK]

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## ARTICLE 10

### 10. PERSONNEL FILES

- 10.1 The personnel file of each employee shall be maintained at the District's administration office. Anonymous or undated material shall not be placed in personnel files.
- 10.2 An employee shall have the right, during normal District administration office working hours, to examine any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.
- 10.3 Information or statements of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Within five (5) working days after notification, the employee shall have the right to enter and have attached to any such derogatory statement their own comments thereon. Such review shall take place during the normal District comments thereon. Such review shall take place during the normal District administration office working hours, and if it is not possible for this review to take place at a time other than the employee's assigned teaching time, the employee shall be released from their duties for this purpose without loss of pay.
- 10.4 Information of a positive nature may be placed in an employee's file such as indications of special competencies, achievements, performance, or contributions of an academic, professional, or civic nature. Material of a similar nature received from responsible outside sources may also be included in an employee's file.
- 10.5 All personnel files shall be kept in confidence and shall be available for inspection only to employees specified by the Superintendent, or Board members of the District, when actually necessary in the proper administration of the District's affairs.

## ARTICLE 11

### 11. COMPENSATION

#### 11.1 Salary Calculation

2023-2024: A 3.17% salary schedule increase will be applied to all steps and ranges of the salary schedule effective July 1, 2023. Effective July 1, 2023, the Base Salary shall be \$66,248. The salary of each unit employee will be computed by increasing the base salary by 7% for each year of satisfactory teaching experience as of September 1 of each year.

11.1.1 Initial Salary Placement. Effective with employees initially hired on or after July 1, 2018, the following shall apply: An employee possessing up to fourteen (14) DISTRICT-approved graduate semester units shall receive year for year credit for up to six (6) years of service; for fifteen (15) to twenty-nine (29) units, up to eight (8) years of service; for thirty (30) to forty-four (44) units, up to nine (9) years of service; for forty-five (45) to seventy-five (75) units, up to eleven (11) years of service.

11.1.2 In addition, the Base Salary shall be increased 0.467% for each District-approved semester unit accrued as of September 1<sup>st</sup> of each year up to seventy-five (75) units.

11.1.3 All such units must be authorized and completed in accordance with this Article.

11.1.4 An employee with no previous teaching experience can receive credit for no more than thirty (30) units; one (1) or two (2) years of service, no more than forty-five (45) units; three (3), four (4), or five (5) years of service, no more than sixty (60) units; six (6) or more years of service, no more than seventy-five (75) units. As the years of service increases, the corresponding allowable number of units increases respectively.

11.1.5 The formula for accomplishing the above is:

The current year salary =  $(1 + [.07Y + .00467U]) B$

Y = number of credited years of service

U = number of District-approved graduate semester units

B = Base Salary

11.1.6 Notwithstanding that which is stated elsewhere in this Article (11), the annual salary paid to a full time member of the bargaining unit shall be no less than \$75,521 in the 2023-2024 school year. This salary shall be prorated for members who are less than full time. Nothing in this Section (11.1.6) shall be interpreted as making any change in the Base Salary listed in Section 11.1 above.

11.2 Experience Increments (Step Movement)

11.2.1 An employee will be allowed one (1) experience increment for each year of successful teaching experience in the District.

11.2.2 An employee must teach at least half-time each day and teach at least seventy-five percent (75%) of the days school is in session to have the year count as a year of experience. An employee shall accumulate teaching experience and shall advance on the salary schedule when their service equals the standard established in this section. This advancement shall occur at the start of the next school year. An employee who stays at the maximum step of a vertical column for one (2) or more years upon getting sufficient units to move to another column, will be placed on the step for the appropriate number of years taught.

11.3 Education Increments (Column Movement)

11.3.1 Employees may be granted salary credit for educational units only when they are earned in courses taken after the award of a Bachelor's degree. All units will be credited on the basis of semester units.

11.3.1.1 Quarter units will be equated with semester units through the use of a conversion factor (which is one (1) quarter unit = two-thirds (2/3) of a semester unit).

11.3.1.2 Continuing Education: Each fifteen (15) hours of continuing education shall equal one (1) semester unit. Continuing education is defined as staff development programs or educational experiences, such as attendance at institutes, lectures, workshops, or seminars, sponsored by educational or professional associations.

11.3.1.3 If the District pays for the continuing education activity or provides paid release time to attend the activity, the employee shall receive unit credit only if they purchase the units.

- 11.3.1.4 The foregoing provisions regarding CEUs will be implemented prospectively with coursework that is approved after ratification of the 2019-2020 negotiated agreement by both parties.
- 11.3.2 Unit accumulation is limited to fourteen (14) semester units per year with no more than eight (8) semester units being taken during the District's academic year. Additional units may be taken beyond the maximum only with the prior written approval of the Superintendent or designee.
- 11.3.3 Coursework must have the prior written approval of the Superintendent or designee if the units earned are to be used for salary credit.
- 11.3.4 College or university courses for which salary credit may be granted are:
  - 11.3.4.1 Courses required by a college, university or the California State Department of Education for an advanced degree or a California Credential.
  - 11.3.4.2 Upper division and graduate courses which relate to the employee's teaching assignment.
  - 11.3.4.3 Lower division courses which will prepare the employee for a specific assignment when both the assignment and the preparation is mutually planned by the employee and the principal.
- 11.3.5 To qualify for salary credit, course must be satisfactorily completed with a grade of "C" or better to an accredited college or university, or a "pass" grade in the case of a "pass/fail" course.
- 11.3.6 Courses taken for salary credit must be part of a planned program for the employee's professional development leading to improvement of classroom instruction or additional credentials or degrees applicable to the field of education. The employee has the responsibility for developing an advance study proposal which contains a statement of the purposes of goals for the study based upon these factors. This proposal must be approved by the Superintendent.



11.3.7 Salary credit for units earned is granted only at the beginning of the academic year in September. All units for which the employee wishes salary credit and which have not already been submitted to the District on an official transcript must be submitted to the Superintendent no later than September 1<sup>st</sup> in order for that credit to be given for the additional units for that school year. In the event the transcript cannot be submitted by September 1<sup>st</sup>, the employee may submit other temporary verification such as a grade report or instructor verification. In any event, in order for the employee to remain eligible for the education increment, the official transcript must be in the District's administration office by October 1<sup>st</sup>.

#### 11.4 Annual Fringe Benefit Allowance

Effective with January 1, 2024, coverage, the District's fringe benefit allowance shall be up to \$14,500 per full-time unit member who purchases medical benefits through the District-provided medical benefit program. The foregoing allowance shall not be increased during the term of this Agreement, subject to reopener negotiations authorized in Article 19, Term.

11.4.1 Teachers who have full medical coverage through their spouse's employer or by other means shall receive cash back in the amount of \$4,000 annually, minus the cost of dental insurance which all employees must purchase. Employees who elect to enroll in the District-provided vision plan shall deduct the cost of this insurance from the \$4,000 allocation as well. Employees who decline District-sponsored medical coverage under this section must provide verification that they have other alternative minimum essential coverage that is not individual market coverage (i.e. not insurance through Covered California/California Exchange). The employee must submit proof of the other medical health insurance and complete the CalPERS HBD-12 Form every year by September 1<sup>st</sup> to receive the cash back benefit.

#### 11.5 Advanced Degrees

Holders of a Master's degree shall have their annual salary increased by \$2000 per degree.

Holders of a Doctorate shall have their annual salary increased by \$2500 per degree in addition to any increases earned for a Master's degree. The increases provided in this section shall be fully paid without regard for the unit member's full-time equivalent (FTE) assignment.

## 11.6 Incentive Plans (IP)

11.6.1 Incentive Plans (IP) are established to recognize unit members who have completed Professional growth achievements. These may be completed in any order or in any combination. Any Incentive Plan may be repeated up to three (3) times. Incentive Plans include: a Hillsborough Incentive Plan (HIP), a National Board Certification (NBC), and ninety (90) post-graduate semester units.

11.6.1.1 All Incentive Plans shall be fully paid without regard for the unit member's full-time equivalent (FTE) assignment.

11.6.1.2 Once placed on the appropriate step of the salary schedule, the unit member will remain at the step for three (3) years. During those three (3) years, the unit member may work toward the next Incentive Plan level according to this Agreement.

11.6.1.3 All Incentive Plans shall be subject to the approval of the Board of Trustees.

## 11.6.2 Hillsborough Incentive Plan (HIP)

11.6.2.1 Purpose: The three major goals of a HIP are to

11.6.2.1.1 provide an opportunity for meaningful professional growth for teachers;

11.6.2.1.2 enhance the educational program for students; and

11.6.2.1.3 financially recognize employees by step movement on the salary schedule

11.6.2.2 Eligibility – Employees placed on the twelfth (12<sup>th</sup>) step of the salary schedule, credited with eleven (11) or more years of service, and forty-five (45) or more units in accordance with this article, are eligible to apply to complete - Plan A. An employee who has successfully completed a Plan A may then apply for a Plan B, and after successfully completing Plan B, may apply for a final Plan C by following the procedures in Article 11.6.2.6.

11.6.2.3 A HIP may include two (2) or three (3) years subject to approval of the HIP Committee (Committee). Upon the employee's request, the HIP Committee may, by a majority vote, approve a revised timeline for HIPs.

- 11.6.2.4 HIP Content – Consistent with the goals set forth in sections 11.6.2.1.1 and 11.6.2.1.2 above, a HIP must represent major work that is considered above and beyond what is required for regular classroom instruction. The work must be of professional quality, backed by research where appropriate, and in line with the direction of the District. The project should be shareable to all interested staff. The specific types of activities contained in a HIP vary with the project and purpose and must be approved by the Committee before the project begins, pursuant to the procedures set forth in this Article.
- 11.6.2.5 HIP Committee – A Committee shall be established composed of three (3) teachers appointed by the Superintendent in consultation with the HTA President, and two (2) administrators appointed by the Superintendent. The Committee shall review and make recommendations for all submitted employee HIPs.
- 11.6.2.6 The HIP Guide
- 11.6.2.6.1 The HIP Guide is attached to this negotiated Agreement as Appendix and incorporated herein by reference.
- 11.6.2.6.2 All procedures, time lines, forms and other requirements regarding content, application for and approval of a HIP shall be as set forth in the HIP Guide.
- 11.6.2.6.3 The HIP Guide shall be utilized on a “pilot” basis for the 2018-2019 school year. Prior to the end of the 2018-2019 school year, the HIP Improvement Team (“HIT”) shall meet to consider changes, if any, to the HIP Guide.
- 11.6.2.6.4 Upon agreement by the HIT, such recommendations shall be incorporated into the HIP for use beginning with the 2019-2020 school year. Absent such agreement, any proposed changes shall be provided to the Superintendent and HTA President who shall decide what changes, if any shall be made and incorporated into the HIP Guide for use beginning with the 2019-2020 school year. This decision shall be final.

11.6.2.6.5 Commencing with the 2020-2021 school year, the District and the Association hereby delegate ongoing authority to the HIP Committee to modify and amend the HIP Guide as it deems appropriate and necessary to carry out the intent of the parties regarding HIPs without the need for any approval or ratification process by either the District or the Association.

11.6.2.6.6 Neither the provisions of sections 11.6.2. through and including 11.6.2.6.6 of this Article nor the HIP Guide shall be subject to Article 6 (Grievance Procedure) of this Agreement.

11.6.2.7 Compensation for HIP

11.6.2.7.1 Upon successful completion of a HIP, one of the following scenarios will dictate the unit member's compensation:

- a) If the HIP is the unit member's first Incentive Plan, the unit member shall be placed on Step IP-A and remain there for at least three (3) years.
- b) If the HIP is the unit member's second Incentive Plan, and the unit member has been on Step IP-A for at least three (3) years, then the unit member shall be placed on Step IP-B. If the unit member has not been on Step IP-A for three (3) years, then the unit member shall remain at Step IP-A. Upon completion of three (3) years on the Step IP-A, the unit member shall be placed on Step IP-B and remain there for at least three (3) years.
- c) If the HIP is the unit member's third Incentive Plan, and the unit member has been on Step IP-B for at least three (3) years, the unit member shall be placed on Step IP-C. If the unit member has not been on Step IP-B for three (3) years, then the unit member shall remain on Step IP-B. Upon completion of three (3) years on Step IP-B, the unit member shall be placed on Step IP-C.

### 11.6.3

#### National Board Certification (NBC)

11.6.3.1 Definition – A National Board Certification (NBC) is a voluntary, advanced teaching certification that goes beyond state licensure requirements. The National Board certifies teachers who successfully complete its rigorous certification process.

11.6.3.2 Eligibility – The National Board for Professional Teaching Standards determines the eligibility for each certification area.

11.6.3.3 Certification of Clinical Competence (CCC), Clinical Social Worker (CSW) and Marriage and Family Therapist License (MFT) – Unit members working as Speech and Language Pathologists (SLPs), School Psychologists, and Counselors are not eligible for certification under the National Board for Professional Teaching Standards. SLPs may apply for a Certificate of Clinical Competence issued by the American Speech and Hearing Association (ASHA) instead. CSWs and MFTs may apply for a Clinical Social Worker or Marriage and Family Therapist License issued by the Board of Behavioral Sciences. Notwithstanding any other provisions of this Agreement, obtaining and maintaining such a certificate shall be treated in the same manner as a certification issued by the National Board for Professional Teaching Standards, including but not limited to stipends and Incentive Plan equivalencies.

#### 11.6.3.4 Compensation for NBC

11.6.3.4.1 Upon the first and/or second enrollment in the NBC program, the DISTRICT will reimburse one-half (1/2) the cost of the tuition for components of the NBC program; the employee will pay all remaining costs. Upon successful completion of each component of the first and/or second NBC program by the employee, the DISTRICT will reimburse the employee for the other one-half (1/2) of the cost of the tuition for the first and/or second NBC. Employees may only be reimbursed once per component.

- 11.6.3.4.2 Salary credit granted for National Board Certification shall be permanent, whether or not the unit member renews that certification.
- 11.6.3.4.3 Prior to the completion of Step 12, a unit member who completes a National Board Certification, and therefore is not qualified to earn an incentive Plan, shall receive a stipend equivalent to one year of teaching experience for the first and/or second and/or third NBC earned until the unit member completes Step 12.
- 11.6.3.4.4 The unit member who completes any certification with less than forty-five (45) units will only receive a stipend through the completion of Step 12.
- 11.6.3.4.5 Upon completion of Step 12, with forty-five (45) units or more, the unit member shall be placed on Step IP-A. There is no additional stipend once a unit member's NBC is converted to an Incentive Plan. However, the unit member shall maintain the stipend for a second and/or third NBC.
- 11.6.3.4.6 Upon the completion of three years at Step IP-A, the unit member shall be placed on Step IP-B if they have achieved a second NBC, have ninety (90) post-graduate semester units, or a HIP. At the completion of three (3) years at Step IP-B, the unit member will be placed on Step IP-C if the unit member has achieved a third NBC, ninety (90) post-graduate semester units, or a HIP.

#### 11.6.4 Ninety (90) Post-graduate Units

- 11.6.4.1 Definition – Ninety (90) Post-graduate units are defined as semester units (or the equivalency in quarter units) earned in courses taken after the award of the Bachelor's degree. See Article 11.3 for further clarification on what qualifies as a postgraduate unit.
- 11.6.4.2 Eligibility – Any unit member, who holds a valid Bachelor's degree, is eligible to acquire post-graduate units.

11.6.4.3 Procedures for application – Any unit member wishing to acquire post-graduate units shall follow the established Course Approval process.

11.6.4.4 Compensation for 90 Post-graduate Semester Units

11.6.4.4.1 Upon completion of ninety (90) or more post-graduate Semester units, unit members shall be deemed to have achieved one (1) Incentive Plan. Compensation adjustments for completing these units will be awarded after completion of Step 12 of the salary schedule

11.6.4.4.2 Prior to the completion of Step 12, a unit member who completes ninety (90) post-graduate semester units, shall receive no stipend.

11.6.4.4.3 Upon completion of Step 12, with ninety (90) post-graduate semester units or more, the unit member shall be placed on Step IP-A.

11.6.4.4.4 If the unit member has both ninety (90) post-graduate Semester units and one (1) NBC upon the completion of Step 12, then the NBC shall convert to the Incentive Plan. The Unit member shall be placed on Step IP-A and remain there for three (3) years. After three (3) years at Step IP-A, the ninety (90) post-graduate semester units shall convert to an Incentive Plan and the unit member shall be placed on Step IP-B.

11.6.4.4.5 If the unit member has ninety (90) post-graduate semester units and two (2) NBCs upon the completion of Step 12, then one (1) NBC shall convert to an Incentive Plan first. The unit member shall be placed at IP-A for three (3) years and shall receive a stipend equivalent to one (1) year of teaching experience for the second NBC. Upon the completion of three (3) years on Step IP-A, the second NBC shall convert to an Incentive Plan. The unit member shall be placed on Step

IP-B for three (3) years. Upon the completion of three (3) years on Step IP-B, the ninety (90) post-graduate semester units shall convert to an Incentive Plan and the unit member shall be placed on Step IP-C.

11.7 Longevity Increments

A longevity increment of \$1,000 will be added to an employee's salary at the beginning of the 22<sup>nd</sup>, 25<sup>th</sup>, 28<sup>th</sup>, and 31<sup>st</sup> years (defined as the years credited upon initial placement on the salary schedule plus years of service in the DISTRICT) with the completion of one (1) Incentive Plan and 75 post-graduate semester units. A longevity increment of \$1,500 will be added to an employee's salary at the beginning of the 22<sup>nd</sup>, 25<sup>th</sup>, 28<sup>th</sup>, and 31<sup>st</sup> years with the completion of two (2) Incentive Plans and 75 post-graduate semester units. A longevity increment of \$2,500 will be added to an employee's salary at the beginning of the 22<sup>nd</sup>, 25<sup>th</sup>, 28<sup>th</sup> and 31<sup>st</sup> years with the completion of three (3) Incentive Plans and 75 post-graduate semester units.

11.8 Overnight Supervision

\$300 per day will be paid to certificated employees when they are on required duty overnight supervising students and on a District-sponsored school activity. The overnight-duty compensation rate shall be \$600.00 when certificated employees are required to stay overnight on a Saturday, Sunday, or holiday for such activities.

11.9 Compensation for Substitute Teaching

11.9.1 Unit members shall not be required to receive students from the classes of absent teachers except in the event of sudden illness, accident, emergency or when substitutes are not available.

11.9.2 The following provisions apply only when a unit member's absence is entered into the absence management system at least 24 hours in advance of the absence except if the unit member can verify that he or she was unable to do so due to sudden illness, accident or emergency.

11.9.2.1 If a unit member receives students from the class of an absent teacher or provides substitute service during their preparation period, he/she will receive, in addition to their regular pay, one-fifth of 150% of the



daily rate of pay for long term substitute teachers for each preparation period (middle school) or hour of occurrence (elementary schools), subject to the follows:

- 11.9.2.1.1 In no event shall such payments exceed more than a full day of 150% of the daily rate of pay for long-term substitute teachers at the substitute daily rate of pay provided in this section.
- 11.9.2.1.2 If students are divided between or among classrooms, unit members shall be paid the substitute daily rate of pay provided in this section on an hourly prorated basis.
- 11.9.2.1.3 By way of example, based on the current long term substitute rate of \$225, the substitute daily rate of pay provided in this section is \$337.50.

#### 11.10 Professional Development

- 11.10.1 A unit member who is requested by, and conducts professional development training for, the District will be compensated at an hourly rate based on their daily rate of pay for each hour spent to deliver the training, to the exclusion of any time spent on preparation for the training. For purposes of this section only, the hourly rate of pay shall be calculated by dividing the per diem rate of pay by seven (7).
- 11.10.2 A unit member who attends summer professional development training by the District will be compensated at a daily rate of \$240.
- 11.10.3 Summer planning and collaboration days will be offered by the District to unit members in any of the following circumstances:
  - 11.10.3.1 A unit member is reassigned or transferred to a different grade level (K-8) or subject area (6-8).
  - 11.10.3.2 A unit member has a unit member or long-term sub reassigned or transferred to their department or grade level.
  - 11.10.3.3 A unit member is assigned to teach a K-5 combination class (one day for planning with both grade levels; two days total).

11.11 Teacher-In-Charge

A unit member who serves as a Teacher-In-Charge at their school site shall receive an annual stipend of not less than \$2500.

11.12 Retiree Fringe Benefit Allowance

Those employees who retire from the District after June 1, 2018, having served fifteen (15) years or more in the District shall be eligible to receive a District contribution of such amount as the employee shall require up to \$350 per month, including District mandated portion, to be applied toward medical and/or dental insurance, employee-only coverage, for a period of five (5) years from the date of retirement or until eligible for Medicare, this retirement benefit provides coverage for a period of five (5) years from the date of retirement or until sixty-five (65), whichever is greater.

11.13 Access to Classrooms

11.13.1 The District shall provide assistance at the end of the school year in the packing up of materials at the request of unit members whose classroom is to be utilized for summer programs.

11.13.2 Teachers shall have access to their assigned classrooms at least three (3) weekdays (excluding weekends) prior to the first teacher work day. Teachers shall be compensated \$240 per day for each day they are prevented from accessing their classrooms during this three (3) day period.

11.14 Moving Classrooms

11.14.1 The District shall provide assistance in the packing up and moving of materials at the request of unit members who are required to move classrooms.

11.14.2 Teachers who are required to move classrooms shall be compensated \$240 per day for two (2) days to prepare the classroom for students.

## ARTICLE 12

### 12. WORK SCHEDULE

- 12.1 The number of days and the dates for conducting parent/teacher conferences for each school shall be established by the Superintendent or designee.
- 12.2 The calendar for the current year is attached to this Agreement as <ATTACHMENT A>. The number of work days for unit employees shall be one hundred eighty-six (186) days. One hundred eighty-one (181) of these days shall be instructional days; five (5) of these days shall be devoted to in service and/or planning days. Except in the case of a District or site level emergency or other unforeseen circumstance, the work day immediately prior to the start of instruction shall only be used for unit member preparation and planning, which may include unit member initiated grade level or department level meetings.
- 12.2.1 Calendars shall be established by a Joint Committee composed of representatives of the Association and representatives of the Board of Trustees. In establishing the calendars, the Joint Committee will give significant consideration to the recommendations of a District-appointed committee containing, but not limited to, teachers, classified employees, administrators and parents. The parties agree to be bound by the decision of the Joint Committee. However, the Committee shall not change the number of teaching (181) days and work (186) days for teachers, absent the consent of both parties to this Agreement.
- 12.2.2 If the California Legislature increases the number of mandated school holidays during the life of this Agreement, the agreed-upon calendar(s) shall be adjusted so as not to decrease the number of workdays.
- 12.2.3 Emergency Closure: In the event of closure of District facilities due to emergency circumstances, including but not limited to power outage, natural disaster, quarantine, or government order, there shall be no adverse impact on unit members' compensation or benefits. If make-up days are required by law, the District and Association shall negotiate the manner in which this should occur.
- 12.2.4 In the event of a power outage at a school site the Superintendent shall consult with HTA leadership and determine whether affected school(s) should be closed for full and/or partial days.

- 12.2.5 The District shall make every effort to ensure that temperature in regular classrooms are conducive to an effective learning environment.
- 12.3 Both school events known as What-to-Expect Night and Open House will be held on minimum days at each of the schools. The day prior to one of the two events will be held on a minimum day established solely for the purpose of allowing teachers to prepare for that event. The choice as to whether the minimum day is established for Open House or What-to-Expect night shall be made by vote of the faculty. The other of the two events will be held on a day already shortened for the purpose of cooperative staff planning, in lieu of normally scheduled staff planning time.
- 12.4 Full-time unit members shall be required to be present on campus, both prior to the beginning and after the end of the student instructional day, a sufficient amount of time within which to fulfill their professional responsibilities.
- 12.4.1 Each workday, unit members shall receive at least a 30-minute duty free lunch break. The faculty shall work with the site administrator(s) to determine the yard duty schedule.
- 12.4.2 Whenever possible, meetings requiring teachers' attendance will be scheduled with at least a 24-hour notice.
- 12.5 No meetings, with the exception of Individual Education Plan (IEP) or Student Support Team (SST) meetings, or 504 meetings, will be scheduled during the following times:
- 12.5.1 The week prior to fall and winter conferences;
- 12.5.2 The week of fall and winter conferences;
- 12.5.3 The five (5) school days prior to the date report cards are submitted for administrative review.
- The foregoing shall not preclude calling meetings if necessary to meet state or federal mandates or federal mandates or to accommodate scheduling constraints of outside agencies/ organizations to present professional development-related activities, or to address emergency situations.
- 12.6 The District will not schedule any meeting on any day of an evening special event defined as "What-to-Expect-Night" and "Open House". Teachers who are required to attend a "Musical Performance" shall not be required to attend a District-scheduled meeting on that day.

- 12.7 Faculty meetings will conform to the meeting norms developed at each site.
- 12.8 The District and the Association recognize the importance of collaboration time. The District may provide unit members with time to be used for collaborating with colleagues and for planning instructional activities on an as equitable a basis as possible.
- 12.9 A teacher who has been granted a long-term leave of absence shall be given three (3) co-teaching days with the assigned long-term substitute to be scheduled in consultation with the principal either prior to or upon return from the leave (or a combination thereof) unless unforeseen changes in the teacher's leave prevents this.

## ARTICLE 13

### 13. RETIREMENT OPTIONS

- 13.1 Reduced Workload: Subject to the provisions in State statutes, an employee may work less than full-time but at least 50% and receive retirement credit for STRS as a full-time employee for up to five (5) years prior to the effective retirement date.

## ARTICLE 14

### 14. COMPLETION OF AGREEMENT

- 14.1 The parties agree this Agreement sets forth the full and complete understanding of the parties regarding all matters set forth herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety.
- 14.2 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its rights to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.
- 14.3 Any agreement, alteration, understanding, variation, waiver, or modification or any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.

## ARTICLE 15

### 15. SAVINGS CLAUSE

- 15.1 If during the life of the Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the DISTRICT which shall render invalid or restrained compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.



## ARTICLE 16

### 16. REQUEST FOR INTERDISTRICT TRANSFERS

- 16.1 The Governing Board may approve requests for school attendance in the District for children living outside the District if the child(ren)'s parent is a probationary or permanent employee of the Hillsborough City School District or a temporary employee working 75% or more of the school year (i.e., at least 75% of the number of unit member work days set forth in section 12.2 of this Agreement). If any employee who notifies the District after January 15, that employee's child will be admitted on a space available basis. Once enrolled, the child of an employee will be treated as a resident child.

## ARTICLE 17

### 17. TERM

- 17.1 This Agreement shall be in full force and effect from July 1, 2023, to and including June 30, 2026, and shall be automatically renewed from year to year thereafter unless either party serves notice upon the other in writing between February 1 and March 1, 2025, or any such subsequent anniversary date, of its desire to modify, amend or terminate the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2026, the provisions of this Agreement shall remain in effect until the negotiation of the new Agreement is completed. If the total income plus beginning fund balance of the District is exceeded by budgeted expenses during any fiscal year of this contract, then the financial provision of the contract will be subject to negotiation upon written notice by the District to the Association.
- 17.2 For the 2024-2025 and 205-2026 school years, Article 11 (Compensation) and two additional Articles of each party's choice shall be re-opened for negotiations. Reopener negotiations will begin on or about March 15, 2024 for 2024-2025 and March 15, 2025 for 2025-2026, unless mutually agreed.
- 17.3 For any other condition, unless mutually agreed to by the Association and the District there shall be no reopening of negotiations on this Agreement for any other purpose during the life of the Agreement, from July 1, 2023 through June 30, 2026.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to negotiate this Agreement on this 11th day of March, 2024.

HILLSBOROUGH CITY SCHOOL DISTRICT

HILLSBOROUGH TEACHERS' ASSOCIATION

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Louann Carlomagno, Ed.D  
District Superintendent

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Sarah Lois  
HTA Negotiating Team Member

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Date

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Date

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Bradley Chamblin  
HTA Negotiating Team Member

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Date

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Megan Medvitz  
HTA Negotiating Team Member

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Date

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Perry Kittredge  
HTA Negotiating Team Member

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Date

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Janelle Graville  
HTA Negotiating Team Member

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Date

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Joey Ogle  
HTA Negotiating Team Member

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Date