

The background features a dark blue gradient with a subtle pattern of white dots. On the left side, there are several overlapping circular elements. A prominent one is a large circle with a scale around its perimeter, marked with numbers from 140 to 260 in increments of 10. Other circles include dashed lines, solid lines, and arrows, suggesting a technical or scientific theme.

2019-2022 SUCCESSOR AGREEMENT

TENTATIVE AGREEMENT LANGUAGE

ARTICLE 1: AGREEMENT

- **1.1** Except as specifically provided herein, this agreement shall remain in full force and effect from **JULY 1, 2019 THROUGH JUNE 30, 2022.**
- **1.2 DURING THE 2020-21 AND 2021-22 SCHOOL YEARS, THE ASSOCIATION AND THE DISTRICT SHALL MEET FOR SUBSEQUENT REOPENER NEGOTIATIONS TO THE 2019-2022 SUCCESSOR AGREEMENT. THE ASSOCIATION AND THE DISTRICT MAY EACH SUBMIT TWO (2) ARTICLES OF THE AGREEMENT FOR NEGOTIATION. ARTICLE 17 SHALL BE CLOSED FOR THE 2020-21 SCHOOL YEAR BUT WILL BE AN AUTOMATIC REOPENER IN 2021-22.**
- **1.2.1 BOTH PARTIES AGREE THAT WE WILL CONTINUE TO BARGAIN CONTRACT LANGUAGE FOR PSYCHOLOGISTS, BEHAVIORAL HEALTH COUNSELORS, AND BEHAVIORAL INTERVENTION COUNSELORS. IF INCLUDED IN THE 2020-21 AND 2021-22 REOPENERS THIS WILL NOT COUNT AS EITHER PARTY'S ALLOTTED ARTICLES.**

ARTICLE 3: ASSOCIATION RIGHTS

- **3.12.1 UPON RECEIPT OF NOTICE FROM THE ASSOCIATED CHINO TEACHERS, CTA/NEA AUTHORIZING DEDUCTION OF UNIFIED DUES, THE DISTRICT WILL DEDUCT MEMBERSHIP DUES.** Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be properly pro-rated to complete payments by the end of the school year.
- **3.12.2 A UNIT MEMBER'S DUES DEDUCTION AUTHORIZATION SHALL BE REVOCABLE ONLY UPON A RECEIPT OF WRITTEN NOTICE TO THE DISTRICT FROM THE ASSOCIATION, AND SUCH REVOCATION SHALL BE EFFECTIVE COMMENCING THE NEXT PAY PERIOD AFTER RECEIPT THEREOF.**
- **3.13.1** On or before September 10th of each year, the Association shall present to the District a list of bargaining unit members who are members of the Association. **THE DISTRICT SHALL PROVIDE THE ASSOCIATION WITH THIS INFORMATION AT THE BEGINNING OF THE YEAR.**

ARTICLE 7: CLASS SIZE

- GRADE SPAN ADJUSTMENT LANGUAGE
 - **NO** Permanent language
 - **NO** overall changes
 - The DO is very close to a 24:1 Tk—3 AVERAGE Ratio

ARTICLE 7: CLASS SIZE (CONT...)

- **7.5.2.4** When an additional class is to be taught, to the extent the master schedule requires doing so, all eligible unit members at that site shall be given equal opportunity on a rotational basis. Eligible unit members shall be defined as being appropriately credentialed/authorized, as determined by the California Commission on Teacher Credentialing, ~~and~~ who have not received a mandated assistance plan during the prior two (2) years, and **WHO HAVE NO OVERALL “G” OR “U” IN ANY STANDARD ON THEIR MOST RECENT FINAL EVALUATION.** Unit members are not eligible if their assignment to an additional class results in a “mis-assignment” as defined by State and Federal statutes or national and/or international program requirements. **THE ROTATIONAL BASIS DESCRIBED ABOVE DOES NOT APPLY TO THE FOLLOWING SPECIALTY COURSES: AVID, PROJECT LEAD THE WAY, RENAISSANCE, LEADERSHIP, ASB, AND ATHLETIC P.E. IF THE DISTRICT BELIEVES ADDITIONAL SPECIALTY COURSES SHOULD BE ADDED TO THE LIST, IT WILL BRING IT TO THE ASSOCIATION.**

ARTICLE 8: EVALUATIONS

- **EFFECTIVE STARTING THE 2018/2019 SCHOOL YEAR, THE DISTRICT SHALL USE THE EVALUATION INSTRUMENT FOR COUNSELORS. ~~AND ALL RELATED FORMS WITH REGARD TO COUNSELOR EVALUATIONS ALL OF WHICH ARE INCLUDED IN APPENDIX B:~~**
 - A. PRE-EVALUATION FORM**
 - B. COUNSELOR OBSERVATION FORM WITH RUBRIC**
 - C. COUNSELOR EVALUATION FORM WITH RUBRIC**
 - D. COUNSELOR EVALUATION CRITERIA FORM**

ARTICLE 11: GRIEVANCE PROCEDURE

- **11.3.2 Level I**
- **11.3.2.1** No later than **THIRTY (30)** ~~twenty (20)~~ days following the alleged act or omission giving rise to the grievance, or no later than **THIRTY (30)** ~~twenty (20)~~ days following the date upon which the unit member reasonably should have known of the act of omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.
- **11.3.2.3** The immediate supervisor shall communicate a written decision to the grievant within **TWENTY (20)** ~~ten (10)~~ days after receiving the grievance. Within the above time limits, either party may request a personal conference with the other party.

ARTICLE 11: GRIEVANCE PROCEDURE (CONT...)

- **11.3.3 Level II**
- **11.3.3.1** In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within **TWENTY (20) ~~ten (10)~~** days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.
- **11.3.3.2** The Superintendent or designee shall communicate a decision within **TWENTY (20) ~~ten (10)~~** days after the conference in which to provide a written response.

ARTICLE 11: GRIEVANCE PROCEDURE (CONT...)

- **11.3.4 Level III**

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- **11.3.4.1 ~~A unit member not satisfied with the Level II decision may within ten (10) days of the receipt of the written response request the Association to submit the grievance to arbitration.~~ If the Association decides to submit the grievance to arbitration, it may **DO SO** within **THIRTY (30)** ~~ten (10)~~ days of receipt of the **DECISION** from ~~grievant~~ **THE SUPERINTENDENT OR DESIGNEE.****

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- **11.3.4.2 **THE ASSOCIATION SHALL PROVIDE**** written notice to the Superintendent of its intent to submit the grievance to arbitration. If any questions arise as to the **ARBITRABILITY** ~~arbitrariness~~ of the grievance, such questions will be ruled upon first by the arbitrator.

ARTICLE 11: GRIEVANCE PROCEDURE (CONT...)

- **11.3.4.4** Within **TWENTY (20)** ~~ten (10)~~ days after receipt by the District of the written notice of intent to arbitrate, the Superintendent or designee and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If the parties are unable to so agree, a request for a list of seven (7) arbitrators shall be made to the American Arbitration Association by either party. The parties will meet within **TWENTY (20)** ~~five (5)~~ days following the receipt of the list and proceed according to the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and that arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- **11.3.4.5** The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the cost of a hearing room, will be borne equally by the District and the Association, **OR THE GRIEVANT IF THE GRIEVANT IS A NON-MEMBER**. All other costs will be borne by the party incurring the costs.
- **11.3.4.6 ANY UNIT MEMBER WHO IS NOT AN ACT MEMBER, AND WHO REQUESTS THAT THE GRIEVANCE OR ARBITRATION PROVISIONS OF THE AGREEMENT BE USED ON HIS/HER BEHALF, SHALL BE RESPONSIBLE FOR PAYING THE COSTS ASSOCIATED WITH 11.3.4.5 OF ARBITRATION, AS DETERMINED BY THE UNION, FOR THE USE OF SAID ARBITRATION PROCEDURES.**

ARTICLE 11: GRIEVANCE PROCEDURE (CONT...)

- **11.4 MISCELLANEOUS PROVISIONS**

- **11.4.1** A unit member may be represented at all stages of the grievance procedure by himself/herself or, at **THE ASSOCIATION'S DISCRETION** ~~his/her option~~, by a representative**(S)** provided by the Association.
- **11.4.5** ~~4~~ The District shall maintain separate grievance files for documents, communications, and records dealing with the processing of a grievance. **THESE FILES WILL NOT BE INCLUDED IN THE GRIEVANT'S PERSONNEL FILES.**
- **11.4.6** ~~5~~ If a grievance arises from an action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent or designee. **IN THIS CASE, THE GRIEVANCE WILL** ~~and the Association with the processing of such grievance to~~ commence at Level II.

ARTICLE 13: LEAVES

USE OF SICK LEAVE FOR PARENTAL LEAVE

- **13.3.1** For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the unit member’s child, or the placement of a child with the unit member for adoption or foster care. Unit members shall use current and accumulated sick leave for parental leave for up to 12 workweeks. When a unit member with at least one year of district service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-week leave. Substitute differential pay for purposes of parental leave means the difference between the unit member’s regular salary and (1) the amount paid to a substitute employed to replace the unit member or (2) if no substitute is employed, the amount that would have been paid to a substitute had one been employed to replace the unit member. **PURSUANT TO THIS SECTION, THE COMPENSATION A UNIT MEMBER SHALL RECEIVE SHALL BE NO LESS THAN 50 PERCENT OF HIS OR HER REGULAR SALARY FOR THE REMAINING PORTION OF THE 12-WORKWEEK PERIOD OF PARENTAL LEAVE.**

ARTICLE 14: HOURS

- **14.11 PREPARATION TIME**

- **14.11.5 ELEMENTARY RSP TEACHERS SHALL RECEIVE A BUDGET OF \$1,000 PER SCHOOL YEAR. THE TEACHER AND SITE ADMINISTRATOR ARE TO MUTUALLY AGREE UPON THE ALLOCATION OF THE FUNDS. THE FUNDS MAY BE USED TO PROVIDE RELEASE TIME, HIRE SUBSTITUTES, PROVIDE EXTRA HOURS PER TIMESHEET, AND/OR PURCHASE MATERIALS. IF THE TEACHER AND ADMINISTRATOR ARE NOT ABLE TO MUTUALLY AGREE TO A USE FOR THE MONEY, THE DIRECTOR OF SPECIAL EDUCATION SHALL SPECIFY A USE AFTER DISCUSSING THE MATTER WITH THE TEACHER AND ADMINISTRATOR.**

ARTICLE 15: PLACEMENT ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES

- **15.8 BEHAVIOR INTERVENTION COUNSELORS AND BEHAVIOR HEALTH COUNSELORS/TRANSFER INTO A CREDENTIALLED COUNSELING POSITION**
- **15.8.1. ALL BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING POSITIONS WILL BE ALLOWED TO RETAIN THEIR ORIGINAL "SENIORITY DATE" PROVIDED UPON EMPLOYMENT WITH CHINO VALLEY USD AS A BIC OR BHC. THE PURPOSE OF THIS LANGUAGE IS TO ALLOW THE BICS OR BHCS TO KEEP THEIR "SENIORITY DATE" BARRING A DECISION BY AN ADMINISTRATIVE LAW JUDGE THAT THIS "SENIORITY DATE" IS NOT ALLOWABLE.**
- **15.8.2. ALL BICS AND BHCS WHO TRANSFER TO CREDENTIALLED COUNSELING POSITIONS SHALL BE PLACED ON THE APPROPRIATE CERTIFICATED SALARY SCHEDULES. FOR PURPOSES OF INITIAL PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE, BICS AND BHCS WHO TRANSFER TO CERTIFICATED POSITIONS SHALL RECEIVE CREDIT FOR ALL TIME SERVED IN THE BIC AND BHC POSITION, IN ADDITION TO ANY OTHER QUALIFYING CREDIT.**

ARTICLE 15: PLACEMENT ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES (CONT...)

- **15.8.3. BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING POSITIONS SHALL BE PERMITTED TO ADVANCE TO THE NEXT SALARY STEP IF APPLICABLE ON JULY 1, 2019, IRRESPECTIVE OF THE 75% REQUIREMENT DELINEATED IN APPENDIX B TO THE AGREEMENT.**
- **15.8.4. BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING POSITIONS SHALL RECEIVE THE BENEFITS CAP ASSOCIATED WITH THE COLLECTIVE BARGAINING AGREEMENT FOR ACT AND EFFECTIVELY THE NEW POSITION.**
- **15.8.5. BICS AND BHCS WILL CEASE TO ACQUIRE VACATION TIME ON THE DATE THEY TRANSFER INTO THE CERTIFICATED COUNSELING POSITION. ANY VACATION ACCRUED UP TO THE TIME OF TRANSFER WILL BE PAID OUT TO THE EMPLOYEE PRIOR TO THE END OF THE FISCAL YEAR IN WHICH THE TRANSFER TAKES PLACE.**
- **15.8.6. ANY SICK LEAVE ACCRUED BY AN EMPLOYEE IN THE BIC OR BHC POSITION SHALL BE TRANSFERRED TO THE EMPLOYEE'S CERTIFICATED COUNSELING POSITION IN ACCORDANCE WITH AND TO THE EXTENT PROVIDED BY LAW AND/OR APPLICABLE REGULATION.**

ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS

• **17.2 SALARY & FRINGE BENEFITS AGREEMENT**

2019-2020:

- **2.5 % ON SCHEDULE SALARY INCREASE FOR 2019-2020 SCHOOL YEAR EFFECTIVE JULY 1, 2019. (TOTAL COMPENSATION PACKAGE SHALL BE APPLIED TO SALARY AND/OR BENEFITS UPON NOTICE BY THE ASSOCIATION TO THE DISTRICT BY SEPTEMBER 25, 2019).**
- **0.5% OFF SCHEDULE SALARY INCREASE TO CURRENT UNIT MEMBERS AS OF SEPTEMBER 4, 2019 BASED ON THEIR 2019-20 SALARY SCHEDULE. ADDITIONALLY, THIS ONE-TIME PAYMENT SHALL NOT BE APPLIED TO ANY STIPENDS.**

2020-2021

- **2.0% ON SCHEDULE SALARY INCREASE FOR 2020-2021 SCHOOL YEAR EFFECTIVE JULY 1, 2020. (TOTAL COMPENSATION PACKAGE SHALL BE APPLIED TO SALARY AND/OR BENEFITS UPON NOTICE BY THE ASSOCIATION TO THE DISTRICT BY MAY 31, 2020).**
- **1.0% OFF SCHEDULE SALARY INCREASE TO CURRENT UNIT MEMBERS BASED ON THEIR SALARY SCHEDULE AS OF JULY 1, 2020.**

8 YEARS OF LCFF AND SALARY INCREASES

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	TOTAL
LCFF COLA	1.57%	0.85%	1.02%	0.0%	1.56%	2.71%	3.26%	3.0%	13.97%
On Salary	3%	4%	3% APPLIED TO 2016- 17		2%	2%	2.5%	2%	18.5%
Off Salary (BONUS)		1%	2.5%		2%		0.5%	1%	7.0%
H & W			\$500 APPLIED TO 2016- 17						\$500

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

- **22.1** The District and the Association will **CONTINUE TO** work collaboratively towards reaching a common understanding of the **PROFESSIONAL LEARNING COMMUNITY** (PLC) process and to develop a framework that ultimately benefits the students of the District.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

- 22.2 THE GOAL FOR PLC IS TO BE A SYSTEMATIC, TEACHER-DRIVEN PROCESS IN WHICH EDUCATORS WORK INTERDEPENDENTLY TO ANALYZE AND IMPACT PROFESSIONAL PRACTICE IN ORDER TO IMPROVE THEIR INDIVIDUAL AND COLLECTIVE RESULTS. THE PLC PROCESS ENCOURAGES EDUCATORS TO WORK COLLABORATIVELY RATHER THAN IN ISOLATION AND TO TAKE COLLECTIVE RESPONSIBILITY FOR STUDENT LEARNING. THE COLLABORATIVE TEAM EFFECTIVELY REPLACES THE ISOLATED CLASSROOM AS THE FUNDAMENTAL STRUCTURE OF THE SCHOOL. COLLABORATIVE TEAMS ARE THE ENGINES THAT DRIVE THE ORGANIZATION'S EFFORTS TO ACHIEVE ITS MISSION OF HIGH LEVELS OF LEARNING FOR ALL STUDENTS.
- 22.3 SCHEDULED PLC TIME SHALL BE USED TO COLLABORATIVELY ANSWER THE FOLLOWING FOUR (4) CRITICAL PLC QUESTIONS:
 - 22.3.1 WHAT DO WE WANT STUDENTS TO KNOW?
 - 22.3.2 HOW WILL WE KNOW WHEN THEY HAVE LEARNED IT?
 - 22.3.3 HOW WILL WE ADDRESS THE STUDENTS THAT DO NOT MEET THE EXPECTED LEARNING TARGETS?
 - 22.3.4 HOW WILL WE PROVIDE ENRICHMENT FOR THE STUDENTS THAT HAVE MET THE LEARNING TARGETS?
- 22.4 IT IS UNDERSTOOD THAT A "REGULARLY SCHEDULED PLC MEETING" SHALL BE NO LONGER THAN 45 MINUTES IN LENGTH.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

- 22.5 AT THE ELEMENTARY LEVEL, THE PLC TIME SHALL NOT BE SCHEDULED THE WEEK PRIOR TO THE CLOSING OF EACH TRIMESTER GRADE REPORTING WINDOW (HR AND ACT WILL PROVIDE WINDOW DATES).
- 22.6 AT THE ELEMENTARY LEVEL, EXCEPT AS OTHERWISE AGREED TO BY A MAJORITY VOTE OF THE UNIT MEMBERS AT THE SITE, A PLC SHALL BEGIN DIRECTLY FOLLOWING THE INSTRUCTIONAL DAY. THE INSTRUCTIONAL DAY SHALL END IMMEDIATELY FOLLOWING STUDENT DISMISSAL.
- 22.7 PLC TIME SHALL BE USED TO COLLABORATIVELY ANSWER ONE (1) OR MORE OF THE FOUR (4) PLC QUESTIONS AND SHALL NOT BE USED FOR ADMINISTRATIVE TOPICS NOR AS TEACHER PREPARATION TIME.
- 22.8 THE PLC LEADERSHIP TEAM, DEFINED AS SITE ADMINISTRATION AND DEPARTMENT/GRADE LEVEL CHAIRS, SHALL WORK COLLABORATIVELY TO DEVELOP A TENTATIVE PLC CALENDAR FOR THE SCHOOL YEAR.
- 22.9 STUDENT DATA FROM COMMON FORMATIVE ASSESSMENTS COLLECTED DURING THE PLC PROCESS SHALL NOT BE USED FOR DISCIPLINARY PURPOSES OR AS PART OF A UNIT MEMBER'S EVALUATION.
- 22.10 THE PARTIES AGREE TO MUTUALLY ESTABLISH DAYS TO DISCUSS THE IMPLEMENTATION OF THIS MOU REGARDING PLC.