

**TENTATIVE AGREEMENT
BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)
AND THE
ASSOCIATED CHINO TEACHERS (ACT)**

ARTICLE 1: AGREEMENT

NOTATION:

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other editorial changes prior to distribution of the Agreement, as long as those changes do not alter the intent or scope of the Agreement. The parties agree that the “numbering” within the Articles need to be reviewed and adjusted as necessary.

1.1 Except as specifically provided herein, this agreement shall remain in full force and effect from ~~July 1, 2016, through June 30, 2019~~ JULY 1, 2019 THROUGH JUNE 30, 2022.

1.2 ~~Unless mutually agreed otherwise, negotiations will be closed through 2018-2019. Both parties agree to open negotiations to discuss professional learning communities in the 2018-2019 school year. During the 2018-2019 2020-21 AND 2021-22 school yearS, the Association and the District will SHALL meet to begin FOR SUBSEQUENT REOPENER negotiations on a TO THE 2019-2022 SUCCESSOR AGREEMENT. for the 2019-2020 school year. For any subsequent reopener negotiations to the 2019-2020 successor agreement, In addition, Tthe Association and the District may each submit two (2) articles of the agreement for negotiation. Article 17 will 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 PAYROLL DEDUCTION

3.12.1 ~~Any unit member who is a member of the Association, or who has applied for membership, shall sign and deliver to the District an assignment (allotment of pay) authorizing deduction of unified membership dues within ten (10) days from the date of employment. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and July 31 of any year. 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.~~

1
2 **3.12.2** A UNIT MEMBER'S DUES DEDUCTION AUTHORIZATION SHALL BE
3 REVOCABLE ONLY UPON A RECEIPT OF WRITTEN NOTICE TO THE DISTRICT
4 FROM THE ASSOCIATION, AND SUCH REVOCATION SHALL BE EFFECTIVE
5 COMMENCING THE NEXT PAY PERIOD AFTER RECEIPT THEREOF. ~~Any other~~
6 ~~authorized voluntary payroll deduction, as well as any change in deduction for tax~~
7 ~~purposes, may be initiated or discontinued by a unit member by written notice to the~~
8 ~~District Payroll Department. The District shall process such request expeditiously. The~~
9 ~~parties acknowledge that the processing of payroll is by the San Bernardino County~~
10 ~~Superintendent of Schools Office and is outside the direction and control of the District.~~

11
12 **3.123.3** With respect to all sums deducted by the District for membership dues or agency fees,
13 the District agrees to remit such moneys ~~IES~~ promptly to the Association accompanied by
14 an alphabetical list of unit members for whom such deductions have been made and
15 indicating any changes in personnel from the list previously furnished.

16
17 **3.123.4** The Association and District agree to furnish to each other any information needed to
18 fulfill the provisions of this article.

19
20 **3.13** **AGENCY FEE NEW MEMBER ORIENTATION AND MEMBERSHIP**
21 **INFORMATION**
22

23 **3.13.1** ~~The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit~~
24 ~~members who do not become members of the Association.~~

25 **3.13.2** On or before September 10th of each year, the Association shall present to the District a
26 list of bargaining unit members who are members of the Association. THE DISTRICT
27 SHALL PROVIDE THE ASSOCIATION WITH THIS INFORMATION AT THE
28 BEGINNING OF THE YEAR. ~~Upon receipt of this list, the District shall determine~~
29 ~~which bargaining unit members are not currently members of the Association. The~~
30 ~~District shall then notify each nonmember of his/her status and indicate that as a~~
31 ~~condition of his/her continued employment, the employee must within thirty (30)~~
32 ~~calendar days from the date of notification, either become a member of the Association or~~
33 ~~authorize a monthly payroll deduction as a representation fee which will provide an~~
34 ~~amount of money equal to only that portion of the total dues, initiation fees, and general~~
35 ~~assessments paid for representation. If the nonmember fails to notify the District of~~
36 ~~his/her decision to become a member or a fee payer within the allotted time, the District~~
37 ~~will commence the deduction of the full amount of the appropriate fees and assessment~~
38 ~~prorated over the remainder of the school year. Upon request, the Association shall~~
39 ~~return any PERB mandated refunds. The District shall follow a similar procedure for all~~
40 ~~those unit members hired after the presentation of the initial list.~~

41
42 **3.13.3** ~~With respect to all sums deducted by the District for membership dues or agency fees, the~~
43 ~~District agrees to remit such moneys promptly to the Association accompanied by an~~
44 ~~alphabetical list of unit members for whom such deductions have been made, and~~
45 ~~indicating any changes in personnel from the list previously furnished.~~

46
47 **3.13.4** ~~The Association and District agree to furnish to each other any information needed to~~
48 ~~fulfill the provisions of this article.~~

49
50 **3.13.5** **RELIGIOUS OBJECTORS**
51

1 ~~3.13.5.1 Any unit member who qualifies as a religious objector shall not be required to join or~~
2 ~~financially support the Association as a condition of employment, except that such unit~~
3 ~~member shall pay, in lieu of a service fee, sums equal to such service fee to one of the~~
4 ~~following non-religious, non-labor organization, charitable funds exempt from taxation~~
5 ~~under section 501 (c)(3) of the title 26 of the internal revenue code:~~

6
7 AMERICAN CANCER SOCIETY
8 MT. BALDY UNITED WAY
9 AMERICAN HEART ASSOCIATION
10

11 ~~3.13.5.2 To receive a religious exemption, the unit member must submit a detailed written~~
12 ~~statement establishing the basis for the religious exemption. Forms for this purpose may~~
13 ~~be obtained from the association. If accepted, by the association, the unit member shall~~
14 ~~make the payment to an appropriate charity as described above. Such payment shall be~~
15 ~~made on or before the due date for cash dues/fees for each school year.~~

16
17 ~~3.13.5.3 Proof of payment shall be made on an annual basis to the Association and District as a~~
18 ~~condition of continued exemption from the payment of agency fee. Proof of payment~~
19 ~~shall be in the form of receipts and/or canceled checks indicating the amount paid, date~~
20 ~~of payment, and to whom payment in lieu of the agency fee has been made. No in-kind~~
21 ~~services may be received for payments, nor may the payment be in a form other than~~
22 ~~money such as the donation of used items. Such proof shall be presented on or before the~~
23 ~~due date for cash dues/fees for each school year.~~

24
25 **3.13.6 HOLD HARMLESS**
26

27 ~~3.13.6.1 The Association agrees to pay to the District all reasonable legal fees, legal costs and~~
28 ~~settlement or judgment liability if any incurred by the Association in defending against~~
29 ~~any court action and/or administrative action challenging the legality or constitutionality~~
30 ~~of the agency fee provision of this Agreement or their implementation.~~

31
32 ~~3.13.6.2 The Association shall have the exclusive right to decide and determine whether any such~~
33 ~~action or proceeding referred to in paragraph 3.13.6.1 shall or shall not be compromised,~~
34 ~~resisted, defended, tried, or appealed.~~

35
36 **3.14** The District shall provide at least ten (10) days' advance notice of any new employee
37 group orientations. A one (1) hour block of time will be reserved for the Association to
38 meet during the group orientations with new employees without the presence of the
39 District. The District will schedule the Association's block of time. If the scheduling of
40 the Association's block of time will occur after the lunch hour, the District shall consult
41 with the Association.

42
43 In the event the District conducts one-on-one orientations with new employees, it will
44 inform the Association prior to the onboarding session to allow the Association to speak
45 to the new hire.

46
47 The Association Labor Relations Representative may also attend the orientation
48 session(s).

49
50 **3.15** The District will provide the Association with the name; job title; department; work
51 location; work, home, and personal cellular telephone numbers; personal email addresses

1 on file with the employer; and home addresses of newly hired employees within thirty
2 (30) days of hire or by the first pay period of the month following hire. The District will
3 provide the Association with the above information for all bargaining unit members at
4 least once every 120 days.

5
6 **ARTICLE 7: CLASS SIZE**

7
8 **7.5.2.4** When an additional class is to be taught, to the extent the master schedule requires doing
9 so, all eligible unit members at that site shall be given equal opportunity on a rotational
10 basis. Eligible unit members shall be defined as being appropriately
11 credentialed/authorized, as determined by the California Commission on Teacher
12 Credentialing, and who have not received a mandated assistance plan during the prior two
13 (2) years, and WHO HAVE NO OVERALL “G” OR “U” IN ANY STANDARD ON
14 THEIR MOST RECENT FINAL EVALUATION. Unit members are not eligible if their
15 assignment to an additional class results in a “mis-assignment” as defined by State and
16 Federal statues or national and/or international program requirements. THE
17 ROTATIONAL BASIS DESCRIBED ABOVE DOES NOT APPLY TO THE
18 FOLLOWING SPECIALTY COURSES: AVID, PROJECT LEAD THE WAY,
19 RENAISSANCE, LEADERSHIP, ASB, AND ATHLETIC P.E. IF THE DISTRICT
20 BELIEVES ADDITIONAL SPECIALTY COURSES SHOULD BE ADDED TO THE
21 LIST, IT WILL BRING IT TO THE ASSOCIATION. When an additional class is
22 assigned to a unit member, additional compensation equivalent to one-sixth (1/6th) of the
23 individual’s per diem rate of pay shall be added to unit member’s regular monthly pay
24 warrant with no additional earned sick leave or retirement credit. In the case of absences
25 during the time in which a unit member is assigned to teach an additional class for pay,
26 that individual shall continue to receive the one-sixth (1/6th) per diem compensation
27 during days that paid sick leave is taken. This applies to no more than ten (10) days per
28 semester (Not to exceed the unit member’s accrued sick leave). For absences extending
29 beyond ten (10) days each semester, a unit member shall be paid the per diem amount
30 minus the amount paid by the District to a substitute to teach the additional class. If no
31 substitute is employed, no deduction shall be taken. If the unit member with an
32 additional class is absent due to the performance of other District duties, that individual
33 shall be entitled to the one-sixth (1/6th) additional compensation. The District reserves
34 the right to discontinue additional classes at any time depending upon changes in student
35 enrollment or other factors.

36
37 **ARTICLE 8: EVALUATIONS:**

38
39 ~~The parties recognize that the evaluation instrument appropriate for non-classroom~~
40 ~~unit members differs from that used for classroom teachers. The parties agree that it is~~
41 ~~necessary to design evaluation instruments appropriate for non-classroom unit~~
42 ~~members through continued negotiations during the 2014-2015 and 2015-2016 school~~
43 ~~years. The parties recognize the need and agree to work toward the development of~~
44 ~~evaluation instruments appropriate for non-classroom unit members.~~

45
46 ~~During the 2016-2017 school year, there will be a pilot evaluation program with all~~
47 ~~permanent counselors. The new forms to be used during this pilot period for all~~
48 ~~permanent counselors are attached to this collective bargaining agreement. The~~
49 ~~District will use the current teacher evaluation instrument, criteria, process and~~
50 ~~procedures for all temporary, probationary, and probationary counselors during this~~
51 ~~pilot period.~~

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

11.3.1 Informal Level. Before filing a formal written grievance, the grievant shall attempt to resolve the alleged violation through an informal conference with the grievant's immediate supervisor or any other administrator that is alleged to have misinterpreted, misapplied or violated some express provision of the Agreement.

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.

11.3.2.3The 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.

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.

11.3.3.2The Superintendent or designee shall communicate a decision within TWENTY (20) ~~ten (10)~~ days after the conference in which to provide a written response.

11.3.4 Level III

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 request DECISION from grievant give written notice to the Superintendent OR DESIGNEE of its intent to submit the grievance to arbitration. If any questions arise as to the arbitrariness of the grievance, such questions will be ruled upon first by the arbitrator.~~

11.3.4.2 ~~Within ten (10) days after receipt by the District of T~~he ASSOCIATION SHALL PROVIDE written notice of ~~intent to arbitrate,~~ TO the Superintendent OF ITS INTENT

1 TO SUBMIT THE GRIEVANCE TO ARBITRATION. ~~or designee and the Association~~
2 ~~will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment~~
3 ~~from the arbitrator to serve.~~ IF ANY QUESTIONS ARISE AS TO THE
4 ARBITRABILITY OF THE GRIEVANCE, SUCH QUESTIONS WILL BE RULED
5 UPON FIRST BY THE ARBITRATOR. ~~If the parties are unable to so agree, a request~~
6 ~~for a list of seven (7) arbitrators shall be made to the American Arbitration Association~~
7 ~~by either party. The parties will meet within five (5) days following the receipt of the list~~
8 ~~and proceed according to the rules and procedures of the American Arbitration~~
9 ~~Association in the selection of an arbitrator, and that arbitrator shall proceed under the~~
10 ~~Voluntary Labor Arbitration Rules of the American Arbitration Association.~~ *(Moved to*
11 *article 11.3.4.4)*
12

13 **11.3.4.3** The arbitrator's decision will be in writing and will set forth finding of fact, reasoning,
14 and conclusion on the issues submitted. The arbitrator, in rendering his/her opinion, shall
15 not amend, modify, nullify, ignore, nor add to the provisions of this Agreement. The
16 arbitrator's authority shall be limited to deciding only the issue or issues presented in
17 writing by the District and the grievant or grievant's representative. The arbitrator's
18 decision shall be based upon the arbitrator's interpretation of the meaning or application
19 of the language of this Agreement. The decision of the arbitrator will be final and
20 binding and will be submitted to the District and Association.
21

22 **11.3.4.4** ~~The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's~~
23 ~~travel and subsistence expenses, as well as the cost of a hearing room, will be borne~~
24 ~~equally by the District and the Association. All other costs will be borne by the party~~
25 ~~incurring the costs.~~ *(Moved to article 11.3.4.5)* Within TWENTY (20) ~~ten (10)~~ days after
26 receipt by the district of the written notice of intent to arbitrate, the Superintendent or
27 designee and the association will attempt to agree on a mutually acceptable arbitrator and
28 to obtain a commitment from the arbitrator to serve. ~~if the parties are unable to so agree, a~~
29 ~~request for a list of seven (7) arbitrators shall be made to the American Arbitration~~
30 ~~Association by either party. The parties will meet within TWENTY (20) five (5) days~~
31 ~~following the receipt of the list and proceed according to the rules and procedures of the~~
32 ~~American Arbitration Association in the selection of an arbitrator, and that arbitrator shall~~
33 ~~proceed under the Voluntary Labor Arbitration Rules of the American Arbitration~~
34 ~~Association.~~ *(Moved from article 11.3.4.2)*
35

36 **11.3.4.5-4** The costs of the compensation to the arbitrator and the reimbursement of the
37 arbitrator's travel and subsistence expenses, as well as the cost of a hearing room, will be
38 borne equally by the District and the Association, OR THE GRIEVANT IF THE
39 GRIEVANT IS A NON-MEMBER. All other costs will be borne by the party
40 incurring the costs. *(Moved from article 11.3.4.4)* ~~Upon mutual agreement of the~~
41 ~~Association and the District, a grievance may be taken directly to arbitration.~~ *(Moved to*
42 *article 11.3.4.7)*
43

44 **11.3.4.6** ~~All provisions of this Article shall survive the expiration date of this Agreement and~~
45 ~~shall continue in force during any effort to reach a successor Agreement.~~ *(Moved to*
46 *article 11.3.4.8)* ANY UNIT MEMBER WHO IS NOT AN ACT MEMBER, AND
47 WHO REQUESTS THAT THE GRIEVANCE OR ARBITRATION PROVISIONS OF
48 THE AGREEMENT BE USED ON HIS/HER BEHALF, SHALL BE RESPONSIBLE
49 FOR PAYING THE COSTS ASSOCIATED WITH 11.3.4.5 OF ARBITRATION, AS
50 DETERMINED BY THE UNION, FOR THE USE OF SAID ARBITRATION
51 PROCEDURES.

1
2 **11.3.4.7 5** Upon mutual agreement of the Association and the District, a grievance may be taken
3 directly to arbitration. *(Moved from article 11.3.4.5)*
4

5 **11.3.4.8 6** All provisions of this Article shall survive the expiration date of this Agreement and
6 shall continue in force during any effort to reach a successor Agreement. *(Moved from*
7 *article 11.3.4.6)*
8

9 **11.4 MISCELLANEOUS PROVISIONS**

10

11 **11.4.1** A unit member may be represented at all stages of the grievance procedure by
12 himself/herself or, at THE ASSOCIATION'S DISCRETION ~~his/her option~~, by a
13 representative(S) provided by the Association. ~~or its representative, the District shall not~~
14 ~~agree to a resolution of the grievance without first providing the Association with a copy~~
15 ~~of the grievance, the proposed resolution, and an opportunity to respond.~~
16

17 **11.4.2** THE DISTRICT SHALL NOT AGREE TO A RESOLUTION OF THE GRIEVANCE
18 WITHOUT FIRST PROVIDING THE ASSOCIATION WITH A COPY OF THE
19 GRIEVANCE, THE PROPOSED RESOLUTION, AND AN OPPORTUNITY TO
20 RESPOND.
21

22 **11.4.3 2** When it is necessary for a representative designated by the Association to investigate a
23 grievance or attend a grievance meeting or hearing during the day, he/she shall be
24 released without loss of pay in order to permit participation in the foregoing activities.
25 Any unit member who is requested to appear in such investigations, meetings, or hearings
26 as a witness will also be accorded the same right.
27

28 **11.4.4 3** The District will deal exclusively with the Association (or the grievant directly, if
29 unrepresented), for the processing of grievances.
30

31 **11.4.5-4** The District shall maintain separate grievance files for documents, communications, and
32 records dealing with the processing of a grievance. THESE FILES WILL NOT BE
33 INCLUDED IN THE GRIEVANT'S PERSONNEL FILES.
34

35 **11.4.6-5** If a grievance arises from an action or inaction of the District at a level above the
36 principal or immediate supervisor, the grievant shall submit such grievance in writing
37 directly to the Superintendent or designee. IN THIS CASE, THE GRIEVANCE WILL
38 ~~and the Association with the processing of such grievance to commence at Level II.~~
39

40 **ARTICLE 13: LEAVES**

41

42 **13.3.1 USE OF SICK LEAVE FOR PARENTAL LEAVE**

43

44 For purposes of this section, "parental leave" shall be defined as leave for reason of the
45 birth of the unit member's child, or the placement of a child with the unit member for
46 adoption or foster care.
47

48 Unit members shall use current and accumulated sick leave for parental leave for up to 12
49 workweeks. When a unit member with at least one year of District service has exhausted
50 all current and accumulated sick leave and continues to be absent on account of parental
51 leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-

1 week leave. Substitute differential pay for purposes of parental leave means the
2 difference between the unit member's regular salary and (1) the amount paid to a
3 substitute employed to replace the unit member or (2) if no substitute is employed, the
4 amount that would have been paid to a substitute had one been employed to replace the
5 unit member. PURSUANT TO THIS SECTION, THE COMPENSATION A UNIT
6 MEMBER SHALL RECEIVE SHALL BE NO LESS THAN 50 PERCENT OF HIS OR
7 HER REGULAR SALARY FOR THE REMAINING PORTION OF THE 12-
8 WORKWEEK PERIOD OF PARENTAL LEAVE.

9
10 **ARTICLE 14: HOURS**

11
12 **14.11 PREPARATION TIME**

13
14 **14.11.5** ELEMENTARY RSP TEACHERS SHALL RECEIVE A BUDGET OF \$1,000 PER
15 SCHOOL YEAR. THE TEACHER AND SITE ADMINISTRATOR ARE TO
16 MUTUALLY AGREE UPON THE ALLOCATION OF THE FUNDS. THE FUNDS
17 MAY BE USED TO PROVIDE RELEASE TIME, HIRE SUBSTITUTES, PROVIDE
18 EXTRA HOURS PER TIMESHEET, AND/OR PURCHASE MATERIALS. IF THE
19 TEACHER AND ADMINISTRATOR ARE NOT ABLE TO MUTUALLY AGREE TO
20 A USE FOR THE MONEY, THE DIRECTOR OF SPECIAL EDUCATION SHALL
21 SPECIFY A USE AFTER DISCUSSING THE MATTER WITH THE TEACHER AND
22 ADMINISTRATOR.

23
24 **ARTICLE 15: PLACEMENT, ASSIGNMENT, REASSIGNMENT, TRANSFER, AND**
25 **VACANCIES**

26
27 **15.8** BEHAVIOR INTERVENTION COUNSELORS AND BEHAVIOR HEALTH
28 COUNSELORS/TRANSFER INTO A CREDENTIALLED COUNSELING POSITION

29
30 **15.8.1.** ALL BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING
31 POSITIONS WILL BE ALLOWED TO RETAIN THEIR ORIGINAL "SENIORITY
32 DATE" PROVIDED UPON EMPLOYMENT WITH CHINO VALLEY USD AS A BIC
33 OR BHC. THE PURPOSE OF THIS LANGUAGE IS TO ALLOW THE BICS OR
34 BHCS TO KEEP THEIR "SENIORITY DATE" BARRING A DECISION BY AN
35 ADMINISTRATIVE LAW JUDGE THAT THIS "SENIORITY DATE" IS NOT
36 ALLOWABLE.

37
38 **15.8.2.** ALL BICS AND BHCS WHO TRANSFER TO CREDENTIALLED COUNSELING
39 POSITIONS SHALL BE PLACED ON THE APPROPRIATE CERTIFICATED
40 SALARY SCHEDULES. FOR PURPOSES OF INITIAL PLACEMENT ON THE
41 CERTIFICATED SALARY SCHEDULE, BICS AND BHCS WHO TRANSFER TO
42 CERTIFICATED POSITIONS SHALL RECEIVE CREDIT FOR ALL TIME SERVED
43 IN THE BIC AND BHC POSITION, IN ADDITION TO ANY OTHER QUALIFYING
44 CREDIT.

45
46 **15.8.3.** BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING
47 POSITIONS SHALL BE PERMITTED TO ADVANCE TO THE NEXT SALARY
48 STEP IF APPLICABLE ON JULY 1, 2019, IRRESPECTIVE OF THE 75%
49 REQUIREMENT DELINEATED IN APPENDIX B TO THE AGREEMENT.
50

1 **15.8.4.** BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING
2 POSITIONS SHALL RECEIVE THE BENEFITS CAP ASSOCIATED WITH THE
3 COLLECTIVE BARGAINING AGREEMENT FOR ACT AND EFFECTIVELY THE
4 NEW POSITION.
5

6 **15.8.5.** BICS AND BHCS WILL CEASE TO ACQUIRE VACATION TIME ON THE DATE
7 THEY TRANSFER INTO THE CERTIFICATED COUNSELING POSITION. ANY
8 VACATION ACCRUED UP TO THE TIME OF TRANSFER WILL BE PAID OUT TO
9 THE EMPLOYEE PRIOR TO THE END OF THE FISCAL YEAR IN WHICH THE
10 TRANSFER TAKES PLACE.
11

12 **15.8.6.** ANY SICK LEAVE ACCRUED BY AN EMPLOYEE IN THE BIC OR BHC
13 POSITION SHALL BE TRANSFERRED TO THE EMPLOYEE'S CERTIFICATED
14 COUNSELING POSITION IN ACCORDANCE WITH AND TO THE EXTENT
15 PROVIDED BY LAW AND/OR APPLICABLE REGULATION.
16

17 **ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS**

18 19 **17.2 SALARY & FRINGE BENEFITS AGREEMENT**

20 21 **2017-2018:**

- 22
- 23 1. ~~2% off schedule salary increase to current unit members based on their salary~~
24 ~~schedule as of December 5, 2017. Unit members who are on an unpaid leave of~~
25 ~~absence during the 2017-2018 school year will not be eligible to receive the payment.~~
26 ~~Additionally, this one-time payment shall not be applied to any stipends.~~
 - 27
 - 28 2. ~~2% on schedule salary increase for 2017-2018 effective July 1, 2017.~~

29 30 **2018-2019:**

- 31
- 32 1. ~~2% on schedule salary increase for 2018-2019 effective July 1, 2018.~~

33
34 ~~This closes salary negotiations through 2018-2019.~~

35 **2019-2020:**

- 36
- 37 1. 2.5 % ON SCHEDULE SALARY INCREASE FOR 2019-2020 SCHOOL YEAR
38 EFFECTIVE JULY 1, 2019. (TOTAL COMPENSATION PACKAGE SHALL BE
39 APPLIED TO SALARY AND/OR BENEFITS UPON NOTICE BY THE
40 ASSOCIATION TO THE DISTRICT BY SEPTEMBER 25, 2019).
 - 41
 - 42 2. 0.5% OFF SCHEDULE SALARY INCREASE TO CURRENT UNIT MEMBERS
43 AS OF SEPTEMBER 4, 2019 BASED ON THEIR 2019-20 SALARY SCHEDULE.
44 ADDITIONALLY, THIS ONE-TIME PAYMENT SHALL NOT BE APPLIED TO
45 ANY STIPENDS.
46

47 **2020-2021**

- 48
- 49 1. 2.0% ON SCHEDULE SALARY INCREASE FOR 2020-2021 SCHOOL YEAR
50 EFFECTIVE JULY 1, 2020. (TOTAL COMPENSATION PACKAGE SHALL BE

1 APPLIED TO SALARY AND/OR BENEFITS UPON NOTICE BY THE
2 ASSOCIATION TO THE DISTRICT BY MAY 31, 2020).

- 3
4 2. 1.0% OFF SCHEDULE SALARY INCREASE TO CURRENT UNIT MEMBERS
5 BASED ON THEIR SALARY SCHEDULE AS OF JULY 1, 2020.

6 **ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES**

7
8 **22.1** The District and the Association will CONTINUE TO work collaboratively towards
9 reaching a common understanding of the PROFESSIONAL LEARNING COMMUNITY (PLC)
10 process and to develop a framework that ultimately benefits the students of the District.

11
12 **APPENDIX A**

13
14 THE DISTRICT AND THE ASSOCIATION WILL UPDATE THE UNIT MEMBER LIST IN
15 APPENDIX A TO INCLUDE BEHAVIORAL HEALTH COUNSELORS AND
16 BEHAVIORAL INTERVENTION COUNSELORS.

17
18 SPEECH AND LANGUAGE PATHOLOGISTS UPDATED SALARY SCHEDULE SHALL
19 BE INCLUDED IN APPENDIX B

20
21
22 **FOR THE DISTRICT:**

FOR THE ASSOCIATION:

23
24
25
26 _____
Richard Rideout
27 Assistant Superintendent
28 Human Resources

29
30
31 _____
Brenda Walker
President
Associated Chino Teachers
