AGREEMENT

BETWEEN
THE

Cutten School District

AND THE

Humboldt Bay Teachers Association

(HBTA)

Agreement of July 1, 2026
To
June 30, 2027

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ARTICLE 1: MANAGEMENT RIGHTS

1.1 Legal Responsibilities

1. 1.1 The Association recognizes the prerogative of the District to govern, operate, and manage the District and its educational program in all respects in accordance with its legal responsibilities. The District recognizes the right and responsibility of the Association to represent unit members in matters subject to terms and conditions of employment or as otherwise expressly provided by law.

1.2 District Rights, Power and Authority

1.2.1 It is understood and agreed that the District retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of California and the United States. Included in these District powers, rights, authority, duties and responsibilities are rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure and implement the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures; determine budgetary allocation; and determine the methods of raising revenue. In addition, the Board retains the right to hire and classify employees.

1.3 Emergency Clause

1.3.1 Both parties recognize that there may occur certain exigent circumstances when emergency action is required. Emergencies shall be limited to unforeseen events of such extreme magnitude as to make the affected provision of the contract reasonably and objectively non-performable and require action by the District in response thereto. In the event of such a bona fide emergency, performance of the affected provisions of this Agreement may be temporarily suspended, but the parties agree to meet and negotiate as soon as possible to arrive at a mutually agreeable solution during the emergency. Such suspension shall be terminated promptly when the emergency ends.

ARTICLE 2 - ASSOCIATION RIGHTS AND DUES

2.1 Dues Deduction

2.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association in accordance with the applicable Government Code sections. The Association shall provide the District with payroll authorization cards from unit members authorizing dues deductions, after which the District will begin deducting union dues. Association dues and fees, upon formal written request by the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

2.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization cards after the commencement of the school year shall be appropriately pro-rated to complete the payment by the end of the school year.

2.2 Withdrawal of Membership

2.2.1 The District will direct unit member inquiries to cancel or change dues deductions to the Association. Any dispute about the unit member's right to withdraw membership from the Association will be solely between the individual unit member and HBTA/CTA/NEA.

2.2.2 In accordance with state law, current Government Code§ 3546(e), the Association shall indemnify and hold the District harmless against any legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's compliance with this Article.

2.3 Agreement to Furnish Information

2.3.1 The Association agrees to furnish the District with any information necessary to fulfill the District's obligations under this article.

2.4 Representation

2.4.1 The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of this right.

2.5 Mail Facilities

2.5.1 The Association shall have the right of access at reasonable times to use District mailboxes and other means of communication, subject to reasonable regulation by the District, for lawful Association

business related communications. Such use shall not interfere with the performance of work duties.

2.6 Bulletin Boards

2.6.1 The Association shall have the right to post notices of activities and matters of Association concerns on District bulletin boards, subject to reasonable regulation by the District.

2.7 Use of Buildings & Equipment

2.7.1 The Association shall have the right to use District facilities at reasonable times for the purpose of meetings and other lawful Association activities, provided that such proposed use does not interfere with school activities. The Association shall request such use of the multi-purpose room and The Commons reasonably in advance.

2.8 Access to Work Sites

2.8.1 Authorized representatives of the Association shall have the right of access at reasonable times to areas in which employees work, subject to reasonable regulation by the District, to transact official Association business, provided that such activities do not interfere with classroom instruction, employees' on duty time, or other school functions.

2.9 Access to Infonnation

2.9.1 The District will, upon written request by the Association, furnish, free of charge, within a reasonable amount of time, information concerning the financial resources and professional staffing of the District that is necessary and relevant to the Association's collective bargaining obligations under BERA. This may include, but is not limited to, publicly available annual financial reports and audits, register of certificated personnel, budget information, agendas and minutes of all public Board meetings and all non confidential attachments thereto at the time of distribution to the Board, membership data, names, addresses, and telephone numbers of all unit members (in accordance with AB119), scattergrams, salary placements of unit members, educational background and other information that may be used in negotiations or processing grievances, as that public information may be necessary and relevant to the Association's obligations. The District shall not be required to provide the Association with information available on the District's website. Unless provided by law, the Association is not entitled to confidential information.

2.9.2 Upon request, the District shall provide the Association with a list of unit members who have submitted their intent to retire from the District, unless the unit member has requested that the District not release this information.

2.9.3 Additionally, where available, digital copies shall be provided upon request, including DAT files used for SACS financial reporting, provided that the District has such files prepared.

2.10 Information Disclosures

2.10.1 In accordance with AB 119, within 30 days of the date of hire or by the first pay period of the month following hire, the District will provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the district, and the home address of any newly hired employee. Upon written request from the Association, but in no event more frequently than every 120 days, the District will provide this information to the Association for every employee in the unit.

2.11 Preservice Days

2.11.1 The District shall provide one-half hour of paid time during one (1) preservice day for an Association unit meeting, including new employee orientation.

ARTICLE 3 - NON-DISCRIMINATION

3.1 The District agrees that application forms and oral interview procedures shall not refer to membership in or preferences for or against employee organizations.

3.2 The Association shall not discriminate against unit members who are not members of the Association in the provision of representational services under this Agreement. This does not entitle nonmembers to other benefits of membership, including scholarships, group discounts, group legal services, group insurance, contract ratification votes, or selecting union leadership. The Association shall not refuse or fail to meet and negotiate in good faith or refuse to participate in good faith in the statutory impasse procedures.

3.3 The District shall not discriminate against any unit member for exercising the rights under the Educational Employment Relations Act.

3.4 The parties agree that they will not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, age, disability, marital status, economic status, political affiliation, veteran or military status, domicile immigration status, or any other basis protected under state or federal law, in employment or union activities and services, respectively. This is not intended to waive any statutory right to use a district complaint or state administrative or court process to enforce any civil right.

ARTICLE 4 - GRIEVANCE

4.1 Definition

A "grievance" is a claim by the Association, or by one or more teachers, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

A "grievant" may be any teacher, group of teachers, or the Association covered by the terms of this Agreement.

A "day" is any day that a unit member is required to render service to the District.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

4.2 Time Limits

The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

Time limits provided at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.

4.3 Procedure

4.3.1 Informal Level

Within twenty (20) days of the action or omission giving rise to the grievance or when the grievant knew or should have known of the action or omission giving rise to the grievance, the grievant shall notify his/her immediate supervisor that they are requesting an informal grievance conference. The parties shall meet for an informal conference within twenty (20) days of the notification of the grievance.

4.3.2 Formal Level

A. *Level I* - Filing a Grievance with Immediate Supervisor

If the grievant is not satisfied with the resolution of the dispute at the informal level, and wants to proceed with the grievance, he/she must file a written grievance with their immediate supervisor within five (5) days of the informal conference. The written grievance must identify which sections(s) of the contract have been allegedly violated and must present a clear, concise account of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

(If the dispute has not involved the immediate supervisor up to this point, the grievant may proceed directly to Level II.)

The administrator shall meet with the grievant within five (5) days of receipt of the written grievance. The administrator shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within five (5) days of the meeting with the grievant.

In the event the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision to Level Il within five (5) days of receipt of the decision at Level I.

B. *Level II* - Appeal to the Superintendent

The Superintendent or his/her designee shall meet with the grievant within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within five (5) days of the meeting.

In the event the grievant and/or Association is not satisfied with the decision at Level II, he/she may appeal the decision within five (5) days to Level III by:

1) Contacting the State Mediation and Conciliation Service through the bargaining representative (HBTA), and

2) Providing the Superintendent written notice of the intent to proceed to mediation.

C. *Level III* - Mediation

1) The mediator will have the authority to suggest possible resolutions of the grievance and shall make every effort to complete the mediation effort within two meetings.

2) The mediator will have no power to add to, subtract from, or modify the written terms of this agreement or the policies, rules, regulations or procedures of the District.

3) If mutual agreement is reached through mediation, that agreement will be reduced to writing, and signed by both parties. Such agreement shall fully and finally settle the grievance.

4) If no agreement between the grievant and the District is reached through mediation, the grievant may, within five (5) days of the completion of mediation and with the written approval of the Association, proceed to Level IV by giving the

Superintendent written notice of intent to proceed to arbitration.

5) If the parties have not reached an agreement within 30 days of the agreement to mediate, the Association may proceed to arbitration.

D. *Level IV* - Arbitration Advisor

1) Within ten (10) days of receipt of the above written notice, the Association shall file a demand to arbitrate with the State Mediation and Conciliation Service. The Association shall request that the list of arbitrators include individuals with experience in public schools.

2) If any question arises as to the arbitrability of the grievance, the issue will be posed to the arbitrator, who shall have the sole discretion to decide whether to rule on it prior to any hearing on the merits of the grievance.

3) The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted.

4) The arbitrator shall have no power to add to, subtract from, or modify the written terms of this agreement or the Policies, rules, regulation, or procedures of the District.

5) The costs of the arbitrator shall be borne equally by the District and the Association. Any other fees or expenses shall be borne by the party incurring them.

6) The decision of the arbitrator shall be advisory to the District Board of Trustees, who shall make a final ruling on the grievance.

ARTICLE 5 - TEACHING HOURS

5.1 Length of Day

5.1.1 Unit members are expected to spend the necessary time to provide a quality educational program to meet the needs of students, parents, and the community.

5.1.2 The length of the on-site duty day for unit members shall be 6 hours 45 minutes, excluding a duty-free lunch period of at least thirty (30) minutes. Unit members are expected to be on campus and in their classrooms 30 minutes prior to the beginning of the instructional day.

5.2 Collaboration Time

5.2. 1 The primary focus of early release Wednesdays shall be collaboration time. This time is set aside for grade level meetings, District and site-level meetings, staff meetings, professional development, and data analysis. This time may also be used for individual instructional planning time as specifically authorized by the site administrator.

5.2.2 The proposed content of professional development activities held districtwide shall be determined by administrators after consultation with the leadership team.

5.3 Back to School Night and Open House

5.3.1 Unit members shall attend Back to School Night and Open House.

5.3.2 Unit members shall not be required to remain on duty at evening events later than 9:30 PM.

5.4 Workload/Adjunct Duties

5.4.1 All adjunct duties within the duty day, which do not require full faculty participation, shall be equitably distributed among unit members at each site. The number of adjunct duties assigned to a unit member shall not increase during the school year without agreement from the affected unit member.

5.4.2 Teachers shall not be assigned supervision of students before the duty day or during their duty-free lunch period.

5.4.3 In addition to the required regular on-site hours, unit members are expected to participate in the following events and activities:

5.4.3.1 Once per month, the District may extend a faculty meeting or a professional development activity to 4:00 PM. The District will provide at least one week advance notice if the activity is expected

to last until 4:00 PM.

5.4.3.2 Unit members will attend the following adjunct duties:

5.4.3.2.1 Open House

5.4.3.2.2 Back to School Night

5.4.3.2.3 PTA Carnival

5.4.3.2.4 PTA Meeting (I per year)

5.4.3.2.5 CRSF Meeting or other Cutten family event (other than any already required). (1 per year)

5.4.3.2.6 Grade level orientations/promotions (if grade level applies)

The District in consultation with the staff will develop a list of additional adjunct duties each year to be presented to unit members by the date of the first District and/or Site Meeting of the school year. Adjunct duties will be distributed equitably among all unit members. Volunteers will be solicited, and any remaining duties will be assigned equitably by District Administration.

5.4.3.3 Parent-teacher conferences

5.5 Individualized Education Program and Section 504 Meetings

5.5.1 Whenever possible, IEP/SST and Section 504 meetings will be held during the duty day.

5.5.2 If an IBP/SST or Section 504 meeting must be scheduled outside the duty day, the person scheduling the meeting will notify the affected unit member(s) at least five (5) work days in advance of the IEP/SST meeting, if possible.

5.6 Work Year

5.6.1 The work year shall be 185 days, which includes five (5) preservice days dedicated to District and site-directed meetings and professional development.

Effective 2018-19, the school year shall be 183 days, including three (3) inservice days. On one (1) inservice day, teachers shall have up to three (3) hours of classroom prep time. Unit members are required to attend all three (3) preservice days and may not take a personal necessity day on these days.

Effective with the 2021-22 school year, increase the teacher work year by two (2) days to 185 days(ongoing). The two (2) days shall be used for mid year professional development, and a check out day following the end of the instructional year.

5.6.2 Unit members' work year shall be part of the calendar bargaining. The dates of Back to School Night and Open House(s) shall be determined by the District in consultation with HBTA and scheduled prior to the beginning of the instructional year.

5.6.3 Classroom teachers are responsible for the supervision of independent study contracts for students in their classrooms.

ARTICLE 6 - LEAVE

6.1 Illness or Injury Leave

6.1.1 Unit members employed on a full-time basis shall accumulate ten (10) days per school year of illness/injury leave, all of which is available from the first day of each year. Illness/injury leave not used shall accumulate from year to year in accordance with the Education Code.

6.1.2 Unit members who work less than full-time shall accumulate illness/injury leave at a rate in proportion to the full-time entitlement as their part-time employment bears to full-time employment.

6.1.3 For absences of three (3) consecutive days or longer, the unit member shall provide proof of illness/injury and/or a release to work from a qualified health care provider.

6.1.4 In addition to all illness/injury leave entitlement that a unit member may accumulate within the District, she or he shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another district, in accordance with the Education Code. The unit member must submit a request in writing to the former employer to transfer accumulated leave within one (1) year of employment with the District.

6.1.5 Catastrophic Leave. A unit member may make an irrevocable donation of his or her accumulated illness/injury leave to any unit member who has exhausted his or her accumulated illness/injury leave on account of a catastrophic illness or injury of the unit member or a member of his or her immediate family, subject to the following conditions:

6.1.5.1 The employee who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness. Any such request must be submitted prior to any absences for which the unit member intends to use donated illness/injury leave.

6.1.5.2 The Board determines that the employee is unable to work due to his/her own, or his or her immediate family member's, catastrophic illness or injury.

6.1.5.3 The employee has exhausted all accrued paid leave.

6.1.5.4 Unit members wishing to donate leave time must donate a minimum of 8 hours of accumulated illness/injury leave.

6.1.5.5 Unit members so donating must retain at least five (5) days of

illness/injury leave after making a donation.

6.1.5.6 This section is intended to implement Education Code section 44043.5, and further interpretations of this section will apply.

6.2 Personal Necessity Leave

6.2.1 In any school year, up to ten (10) days of leave of accrued sick leave may be used by the unit member for personal necessity, for the following reasons:

a. Death of a member of the unit member's immediate family, when the number of days of absence exceeds the limits set by bereavement leave.

b. An accident involving the employee's person or property or the person or property of a member of the unit member's immediate family.

c. A serious illness of a member of the unit member's immediate family.

d. Fire, flood, or other immediate danger to the home of the employee.

e. Personal business of a serious nature, which the employee cannot disregard and which cannot be completed during the unit member's non-work time.

6.2.2 For purposes of this section, "immediate family member" shall include only: mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, registered domestic partner of the unit member, or any relative living in the immediate household of the unit member.

6.2.3 Accumulated illness/injury leave may not be used for personal necessity leave.

6.2.4 Prior written approval shall be secured for requests for leave under this section, except in the case of accident or emergencies. The approval shall be requested through the Superintendent/Principal at least five (5) working days before the intended time of absence. The employee shall be notified in writing within two (2) working days whether the request is approved or denied. If circumstances beyond the employee's control make such five (5) day notification impossible, then the employee shall notify the Superintendent/Principal as soon as possible.

6.2.5 Up to five (5) personal necessity days shall be considered "no-tell" days.

6.3 Bereavement Leave

6.3.1 A unit member shall be granted a leave of absence for the death of any member of the immediate family without loss of pay or deduction from other benefits in this Article. This leave shall be for three (3) days, or five (5) days if out-of-state

travel, or one-way travel of more than 250 miles, is required.

6.3.2 For purposes of this section, members of the immediate family means mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, registered domestic partner of the unit member, or any relative living in the immediate household of the unit member.

6.4 Unpaid Leave

6.4.1 A unit member may request, and at the Board's sole discretion may be granted, an unpaid leave of absence for the remainder of the current school year and up to one (1) additional school year. Such leave may be extended for an additional twelve (12) months, at the Board's sole discretion.

6.4.2 A unit member on such leave shall notify the Superintendent no later than February 1 of the school year of their intent to return to their employment with the District the following school year.

6.4.3 Failure to provide the notification as required in 6.4.2 shall constitute abandonment of position.

6.5 Child Bonding Leave

6.5.1 Unit members employed by the District may be granted a leave for parental leave/child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one (1) year of the child's birth or arrival via adoption or foster placement. Leave in this section and sick leave are separate and distinct.

6.5.2 The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care.

6.5.3 Eligible unit members may request and be approved for up to twelve (12) workweeks of leave for parental leave/child bonding under this section. During this approved leave the employee must use all available and accumulated sick leave. Upon exhaustion of accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.

6.5.4 If both parents are employees of the District, both shall be entitled to leave under this section up to a cumulative 12 weeks, unless the law requires more. It is the intent to implement the terms and conditions of Education Code section 45196.1 and Government Code section 12945.2, and further interpretations of these laws will apply.

6.5.5 Following the 12 workweek period of parental/child bonding leave, the unit member may request, and the Board in its sole discretion may grant, an

additional unpaid leave in accordance with the other provisions of this Article.

6.6 Pregnancy Disability Leave

6.6.1 A unit member who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to up to four (4) months of unpaid pregnancy disability leave. The unit member shall be required to use sick leave and accumulated sick leave during any period of pregnancy disability leave. The unit member may elect to use other accrued leave for which she is eligible.

6.6.2 Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the unit member's health care provider.

6.6.3 The District may require a medical certification from the unit member's health care provider after receipt of the unit member's notice that she has elected to take pregnancy disability leave. The District may also require a release to return to work from the unit member's health care provider.

6.7 Extended Illness Leave (Differential Pay)

6.7.1 When a unit member has exhausted all available sick leave and continues to be absent from his or her duties on account of illness or injury for an additional period of five school months, the unit member shall be entitled to compensation not to exceed the sum that is actually paid a substitute employed to fill his or her position or if no substitute was employed, the amount that would have been paid to the substitute.

6.7.2 The unit member may take only one (1) five-month period per illness or accident.

6.7.3 If a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

6.7.4 It is the intent of this section to implement the terms and conditions of Education Code section 44977, and further interpretations of this law will apply.

6.8 Industrial Accident Leave

Leaves of absence by reason of industrial accident or illness shall be governed by the following provisions:

6.8.1 The illness or injury has been accepted as a valid claim by the District's workers' compensation carrier or has been determined to be a valid claim by the California Workers' Compensation Appeals Board.

6.8.2 The unit member shall be entitled to not more than sixty (60) days under this section.

6.8.3 Industrial accident leave shall commence on the first day of absence.

6.8.4 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

6.8.5 Allowable leave shall not accumulate from year to year.

6.8.6 During any paid leave of absence under this section, the unit member shall endorse to the District the temporary disability benefit checks received on account of his/her industrial accident or illness. The District in tum shall issue the unit member's salary and shall deduct normal retirement and authorized contributions.

6.8.7 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wage for the day.

6.9 FMLA/CFRA

It is the intent of this section to apply the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) to eligible unit members. FMLA and CFRA shall be applied in accordance with applicable regulations, including further interpretations of both laws.

6.10 Jury/Witness Leave

6.10.1 The District may, at its sole discretion grant leaves of absence to unit members to appear in court as a witness, other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

6.10.2 The District may, at its sole discretion, grant leaves of absence to unit members regularly called for jury duty, in the manner provided for by law.

6.10.3 The District may, at its sole discretion, grant such leaves of absence with pay

up to the amount of the difference between the unit member's regular earnings and any amount he or she receives for jury or witness fees.

6.11 Association Leave

6.11.1 Released Time - Two (2) unit members shall have the right to reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.

6.11.2 Union Officer Leave of Absence - At the request of HBTA, the District shall release without loss of compensation a unit member elected to serve as an officer of the Association or one of its state or national affiliates. The Association will comply with the reimbursement requirements under Education Code section 44987.

6.11.3 Association Leave - At the written request of **HBTA,** the District shall release without loss of compensation up to two (2) unit members at a time for up to four **(4)** school days total to attend Association conferences. HBTA agrees to reimburse the District for the cost of a substitute.

ARTICLE 7 - CLASS SIZE

7.1 It is the intent of the District to keep class sizes as small as possible, given budgetary and other practical constraints.

7.2 DEFINITIONS

7.2.1 Class: A class is any group of students assigned to a teacher in a self-contained class for instructional purposes, based on the District's operational schedule.

7.2.2 Class Size: Class size is the total number of students assigned to a class. *A* student counts toward the class size maximum if the teacher is the teacher of record for that student, defined as the individual responsible for recording official school attendance and/or assigning a grade, or if a student attends a teacher's classroom for more than 120 minutes of instructional time per day. No more than two (2) uncounted students without aides may be present in any teacher's class on the same day.

7.3 Class size shall not exceed the average of twenty-four (24) students in grades TK through 3, and the average of thirty (30) students in each grade four (4) through six (6).

7.3.1 The class size limit for special day classes shall be twelve (12) students, unless the student to adult ratio is at least 4:1, in which case the limit shall be fifteen (15) students.

7.3.2 The average class size limits in grades TK through 3 shall apply unless Grade Span Adjustment Funding is discontinued by the State.

7.3.3 No student will be placed in a class unless a desk, chair, and appropriate books/materials are available for the student.

7.4 If the class size limits in 7.3 are exceeded, the District shall, beginning on the sixteenth (I 6th) consecutive school day of overage, arrange a meeting with the affected unit member(s) and the site principal and/or Superintendent to discuss possible resolutions. The parties may consider, but are not limited to, one or more of the following options:

7.4.1 Redistributing classes or students;
7.4.2 Hiring an additional teacher;
7.4.3 Allocating additional aide time;
7.4.4 Providing the affected unit member(s) additional preparation time; and
7.4.5 Providing additional assistance with assessments, conferencing, and end of trimester progress reports.

7.5 Special education and support caseloads shall be consistent with the Education Code requirements.

7.6 The District administration, in consultation with classroom teachers, shall determine each grade level class list for the following school year. Students new to the District after the lists have been completed will be assigned to a classroom in an equitable

manner by the site administrator.

ARTICLE 8 - SALARY

Effective July 1, 2017, the salary schedule will be increased by 2%.
Effective July 1, 2018, the salary schedule will be increased by 3%.
Effective July 1, 2019, the salary schedule will be increased by 2%.
Off schedule salary bonus of 1% will apply for 19-20. Part-time employees will receive a pro-rated amount based on their pro-rated salary.
Effective July 1, 2021, increase the certificated salary by 2%.
Effective July 2, 2022, increase the certificated salary by 2%.
Effective July 1, 2023, the District will increase the certificated salary schedule by 7%.
Effective July 1, 2024, the District will increase the certificated salary schedule by 2%.
Effective July 1, 2025, the District will give each credentialed employee a one-time stipend of 3.5% of their yearly salary placement (based on FTE's using the 2025-26 salary schedule).
Effective July 1, 2026, the District will increase the salary schedule by 2%. The District will also give a one-time 5% off salary that will apply for one year.

See Appendix B - Certificated Salary Schedules

8.1 Salary payments for unit members will be paid in ten (10) equal installments. Payments will be made on the last working day of each month.

8.2 If extra duty payments are made on supplemental payroll, they will be paid by the tenth (10^{th}) of the following month.

8.3 The District shall make mandatory deductions from gross earnings in accordance with applicable state and federal law.

8.4 Voluntary union dues shall be processed in accordance with Article 2.

8.5 The District shall not charge unit members or the Association for processing optional deductions.

8.6 Initial Placement

8.6.1 The District will initially place new unit members on the salary schedule in accordance with the following provisions.

8.6.1.1 Effective July I, 2019, unit members hired prior to July 1, 2019 and initially placed on the salary schedule in accordance with Board Policy 4251.100, which grants one (1) step on the salary schedule for every two (2) years of experience outside the District, shall be granted one (1) step for every one (I) year of experience outside the District, up to five (5) years. The maximum step placement shall be step six (6). See, Appendix C- Settlement Agreement.

8.6.1.2 Unit members hired on or after July 1, 2019 shall be initially placed on the salary schedule based on years of experience on a year-to-year basis up to five (5) years. The maximum step placement shall be step six (6).

8.6.1.3 A year of experience will be counted toward initial placement on the salary schedule if the unit member had a valid teaching credential and served at least 75% of the school year.

8.6.1.4 Initial placement will be determined based on the official documentation (i.e, transcripts) provided by the unit member at the time of hire.

8.7 Advancement on the Salary Schedule

8.7.1 Effective July 1, 2019, unit members shall advance on the salary schedule for each year in which they serve at least 75% of the school year, in accordance with the Education Code.

8.7.2 Effective July 1, 2019, unit members who serve at least 91 school days in two (2) consecutive school years shall advance on the salary schedule in the third year.

8.8 Professional Growth

8.8.1 Course credit for initial salary placement and movement on the salary schedule shall be given for relevant post-graduate, upper division or graduate course work taken at a four-year college, university, or graduate school accredited by a regional accrediting commission, or other programs pre-approved by the Superintendent.

8.8.2 Courses intended to be used for initial salary placement or movement on the salary schedule must be directly related to the unit member's credential and assignment with the District. In addition, courses intended to be used for movement on the salary schedule must be pre-approved by the Superintendent.

8.8.3 Unit members must earn a grade of "B" or better in a graded course or a "Pass" in a Pass/Fail course for the units to count toward placement or movement on the salary schedule.

8.8.4 Quarter hours (units) as defined by the particular accredited college or university will be acceptable for placement or movement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

8.8.5 Unit members anticipating column advancement on the certificated salary schedule for the following school year must notify the District in writing no later than April I of the preceding school year. Following the April 1 notification, unit members seeking column advancement must meet with the Superintendent and provide official documentation of course completion and credits earned by no later than the Friday before the beginning of the school year or August 31, whichever is earlier.

8.8.6 Unit members may not move more than one (1) column per school year.

8.9 Stipend Positions

8.9.1 Participation in stipend positions shall be voluntary. Unit members hired for these positions will be paid in accordance with the stipend schedule in Appendix A.

8.9.2 Stipend positions shall be for one school year only

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

Effective June 1, 2018, the District's ongoing health/welfare benefits cap will be $14,000.00 for eligible, full-time employees (pro-rated for part-time employees who work at least 0.5 FTE).

For the 2018-19 and 2019-20 school years only, the health/welfare benefits cap will increase to $14,600.00 for eligible, full-time unit members (pro-rated for part-time employees who work at least 0.5 FTE).

For the 2020-21 school year, the health/welfare benefits cap will return to $14,000.00 unless negotiated otherwise.

For the 2021-2023 school year, the health/welfare benefits to $18,000 (pro-rated for part-time workers who work at least .5FTE)

For the 2025-26 school year, the health and welfare benefits cap will be set at $19,000

ARTICLE 10 - RETIREE HEALTH BENEFITS

10.1 For unit members hired before June 9, 1998:

a. The District shall provide to certificated employees retiring prior to the age of sixty-five (65) the same health benefits (excluding dental and vision benefits) provided to full-time certificated employees of the District. This benefit would only be offered under the same insurance carrier covering active employees.

b. To be eligible for this option, the unit member must meet the following qualifications:

1. Must have reached the age of fifty-five (55) years of age.
11. Must have been a full-time, ten-month certificated employee for the Cutten School District for a minimum of ten (10) years.
111. Must qualify for service or disability retirement under the State Teachers Retirement System and be drawing retirement pay therefrom.

c. Health benefits (excluding dental and vision) shall be for a period not to exceed ten (10) years or to age sixty-five (65), whichever comes first.

d. The District reserves the right to determine the number of employees participating in the program.

10.2 For unit members hired on or before June 9, 1998 and before July 1, 2014:

a. The District shall provide to certificated employees retiring prior to the age of sixty-five (65) the same health benefits premium dollar amount (excluding dental and vision benefits) provided to regular full-time certificated employees of the District. This benefit would only be offered under the same insurance carrier covering active employees.

b. To be eligible for this option, the unit member must meet the following qualifications:

1. Must have reached the age of fifty-five (55) years.
n. Must have been a full-time, ten-month certificated employee for the Cutten School District for a minimum of ten (10) years.
111. Must qualify for service or disability retirement under the State Teachers Retirement System and be drawing retirement pay therefrom.

c. Health benefits (excluding dental and vision) shall be for a period not to exceed ten (10) years, or to age sixty-five (65), whichever comes first.

10.3 For unit members hired on or after July 1, 2014 and before July 1, 2019:

a. The District shall provide to certificated employees retiring prior to the age of sixty-five (65) the same health benefits premium dollar amount (excluding

dental and vision benefits) provided to regular full-time certificated employees of the District. This benefit would only be offered under the same insurance carrier covering active employees.

b. To be eligible for this option, the unit member must meet the following qualifications:

   i. Must have reached the age of sixty (60) years.
   ii. Must have been a full-time, ten-month certificated employee for the Cutten School District for a minimum of fifteen (15) years.
   iii. Must qualify for service or disability retirement under the State Teachers Retirement System and be drawing retirement pay therefrom.

c. Health benefits (excluding dental and vision) shall be for a period not to exceed ten (10) years, or to age sixty-five (65), whichever comes first.
d. The District reserves the right to determine the number of employees participating in this program.

I 0.4 For unit members hired on or after July 1, 2019:

a. The District shall provide to certificated employees retiring prior to the age of sixty-five (65) the same health benefits premium dollar amount (excluding dental and vision benefits) provided to regular full-time certificated employees of the District at the time of the unit member's retirement. This benefit would only be offered under the same insurance carrier covering active employees.

b. To be eligible for this option, the unit member must meet the following qualifications:

   iv. Must have reached the age of sixty (60) years.
   v. Must have been a full-time, ten-month certificated employee for the Cutten School District for a minimum of twenty (20) years.
   vi. Must qualify for service or disability retirement under the State Teachers Retirement System and be drawing retirement pay therefrom.

c. Health benefits (excluding dental and vision) shall be for a period not to exceed five (5) years, or to age sixty-five (65), whichever comes first.

ARTICLE 11 - JOB SHARING

11.1 Job Sharing

11.1.1 A job share shall refer to two (2) employees sharing one(]) full-time (1.0 FTE) position on an annual basis while also being on part-time, unpaid, annual leave for the balance of a full-time annual contract.

11.1.2 The District shall provide health and welfare benefits, leaves, and all applicable benefits and STRS contributions at the pro-rated percentage of the participant's assignment (FTE) compared with full-time employment. Unit members are entitled to health and welfare benefits on a pro-rated basis equal to their respective percentages of FfE and subject to the FTE limitations imposed by the District's insurance provider.

11.2 Eligibility

11.2.1 Interested unit members must submit a proposal outlining the division of responsibilities, including the delivery of curricular units, and proposed work calendar by April 1 of the preceding school year.

11.2.2 A proposal must identify both proposed partners.

11.2.3 At least one proposed partner must be in permanent status the year in which they serve in the job share. The permanent unit member making the request must work at least 0.5 FTE (and up to 0.8 FTE).

11.2.4 Unit members shall be notified of the decision on their proposal on or before May 15.

11.2.5 At]east one of the partners must have taught the proposed grade level.

11.2.6 At least one of the partners must currently teach at the school site proposed for the job share.

11.2.7 Unit members must submit a proposal on an annual basis.

11.3 Hours and Responsibilities

11.3.1 Both unit members will attend pre-service contract days. Unit members shall be paid at their daily rate of pay.

11.3.2 Unit members will conduct parent-teacher conferences jointly and attend Back to School Night and Open House unless they are dividing the school year pursuant to their job share, in which case the teacher on assignment during those events shall be solely responsible.

11.3.3 Unit members are expected to attend the percentage of site- and District-level meetings as corresponds to their FTE. IF a site- or District-level meeting (per Article 5.2) is held on a day on which the unit member does not render service, they may attend remotely via Skype or some similar technology.

11.3.4 Unit members shall assume full responsibility for their job responsibilities. They will meet regularly to jointly develop lesson plans (or other non-teaching work plans) and be informed as to grade level collaborations, and ensure clear communication with parents/guardians.

11.3.5 Unit members in a job share agree to substitute for one another. For this service, the unit member shall be paid at the substitute rate. If one partner's absence extends beyond two (2) consecutive school weeks, the District will hire a substitute teacher for this position, if needed.

11.3.6 In the event one job share partner cannot complete the school year, the remaining partner shall be given the first opportunity to take full-time responsibilities for the period of absence. If the unit member accepts, they shall receive their daily rate of pay for the period of service.

11.4 The District will evaluate timely job share proposals based on the following criteria:

11.4.1 Educational soundness;

11.4.2 Any increased costs to the District;

11.4.3 Program needs and requirements;

11.4.4 Any anticipated disruption to the learning environment; and

11.4.5 Preference will be given where both proposed participants are current employees of the District.

11.5 The District may approve up to two (2) job shares per fiscal year (i.e, for up to four (4) unit members Districtwide, and up to one (1) job share per grade level. Nothing in this Article shall require the District to approve any job share proposals for a given fiscal year.

11.6 Nothing in this section shall entitle a unit member to a job share. A previous job share assignment does not guarantee approval of future job share proposals.

ARTICLE 12 - STRS REDUCED WORKLOAD PROGRAM (a.k.a. "Willie Brown")

12.1 Each unit member interested in participating in the reduced work program must submit an application and proposed work plan to the Superintendent by February 1 for the following school year. The work plan must include the percentage of work and how each member proposes to organize his or her work schedule. The proposal must include information that confirms a given employee's eligibility to participate in the reduced work program under the Education Code.

12.2 Each year, the board will determine whether to offer a reduced work program to new participants for the following fiscal year only, on or before its regularly scheduled meeting in January. If offered, all timely requests that are complete and meet Education Code eligibility criteria will be approved. The Board may, however, reject and request changes to a proposed work plan that is educationally unsound or that does not meet the terms of the Education Code. If the Board rejects a unit member's proposed work plan, it will identify the concerns it has and request that the plan be updated by a specified date to address those objections. Alternatively, the Board may elect not to offer the reduced work program to new participants for the upcoming fiscal year.

12.3 During a unit member's participation in the reduced work program, and with the mutual consent of the District and the unit member, the unit member's participation may be modified or terminated. If terminated, the unit member may return to regular service or retire.

12.4 All applicable provisions of the Education Code and California Code or Regulations shall apply to unit member's eligibility and District administration of the reduced workload program under this section.

ARTICLE 13 - TRANSFERS & REASSIGNMENTS

13.1 Definitions

13.1.1 A transfer is the movement of a unit member from one school site to another school site.

13.1.2 A reassignment is the movement of a unit member from one grade level to another grade level at the same work site.

13.1.3 A relocation is the movement of a unit member from one classroom to another unrelated to a transfer or reassignment.

13.1.4 A vacancy is a bargaining unit position which is vacant or newly created and that remains open after all unit members have been assigned to a position.

13.1.5 Unit members on leave are entitled to the rights in this Article.

13.2 Voluntary Transfer or Reassignment

13.2.1 A unit member may submit a request in writing for a transfer or reassignment within the District whether or not a vacancy exists. The request is valid for the school year in which it was submitted.

13.2.2 If a unit member has submitted a written request for transfer or reassignment, it is not necessary to make a further application to be considered for any vacancy included in the unit member's request.

13.2.3 A request for a transfer or reassignment shall not be denied discriminatorily or without basis in fact.

13.2.4 If a unit member's request for a transfer or reassignment is denied, the unit member may request in writing, within fourteen (14) calendar days of the notification, a meeting with the Superintendent or designee to discuss the reasons for the denial.

13.2.5 The District shall keep a unit member's request for a transfer or reassignment confidential if so requested by the unit member.

13.2.6 The District will consider the following criteria in evaluating a request for a voluntary transfer or reassignment:

a. Program needs and requirements;

b. Credential(s) and/or certification(s);

c. Experience, training, areas of competence, interest, and professional growth;

d. Ability of the District to fill the resulting vacancy;

e. Seniority.

13.2.7 All qualified unit members who have submitted a request for a transfer or reassignment for the vacancy at issue shall be granted an interview.

13.3 Involuntary Transfer or Reassignment

13.3.1 The District will consider the following criteria in making an involuntary transfer or reassignment:

a. Program needs and requirements;
b. Credential(s) and/or certification(s);
c. Experience, training, areas of competence, interest, and professional growth;
d. Ability of the District to fill the resulting vacancy.

13.3.2 If in the judgment of the District, more than one unit member equally meets all the above criteria, the least senior unit member shall be transferred or reassigned.

13.3.3 The District shall seek volunteers prior to making an involuntary transfer or reassignment. Volunteer requests shall be covered by Article 13.2.

13.3.4 An involuntary transfer or reassignment shall not be implemented discriminatorily or without basis in fact.

13.3.5 Unit members who are involuntarily transferred or involuntarily relocated during the school year shall be granted two (2) days of release time prior to the effective date of the involuntary transfer to prepare and to move. Unit members who are involuntarily reassigned during the school year, whose reassignment involves a classroom move, shall also be entitled to two (2) days of release time.

13.3.6 Unit members who are involuntarily transferred during the summer recess shall be paid for two (2) days prior to the beginning of the school year to prepare and to move. Unit members who are involuntarily reassigned during the summer recess, whose reassignment involves a classroom move, shall also be entitled to two (2) paid days during the summer to prepare and move.

13.3.7 The District shall provide custodial assistance to help unit members move the unit member's classroom materials whenever a unit member is involuntarily transferred and/or reassigned.

13.4 Notification of Assignment

13.4.1 Each unit member shall be given preliminary written notice no later than May 30 of the next year's assignment. Preliminary assignments are subject to change.

13.5 Vacancies

13.5.1 The District will notify unit members (including unit members on leave) via email

of all certificated unit bargaining vacancies.

13.5.2 No assignment to fill a vacancy shall be made until after the posting closing date.

13.5.3 Pursuant to the Education Code, temporary unit members who serve at least 75% of one school year shall be re-employed for the following year unless the unit member has been released.

13.5.4 Vacancies may be advertised concurrently within the bargaining unit and outside the bargaining unit, at the discretion of the District.

13.5.5 All qualified unit member applicants will be considered to fill a vacancy prior to the vacancy being filled by an outside applicant.

13.6 Seniority

13.6.1 Seniority is defined as the first date of paid service in the bargaining unit District in a probationary position, subject to the following provisions:

a For unit members with the same seniority date, the order of layoff shall be determined by the Board in accordance with applicable law based on the needs of the District.

b. A unit member on an approved leave of absence shall continue to earn seniority while on such leave.

c. A unit member's seniority date shall be preserved during the layoff and rehire process in accordance with the Education Code.

13.7 Reduction in Force

13.7.1 HBTA has the right to bargain with the District over the effects of any layoffs impacting unit members.

13.7.2 RIF notices shall not be personally delivered to unit members during student contact time. RIF notices may otherwise be delivered during the contract day, including but not limited to, prep time, duty-free lunch, before or after school, and recess.

ARTICLE 14 - NEGOTIATIONS PROCESS

14.1 Reopeners

14.1.1 Parties may open on salary, benefits, evaluations, plus up to four (4) additional articles each.

For the District Date

For the Association Date

APPENDIX A - CERTIFICATED STIPEND/MOU (1) SCHEDULE

1. Athletic Director- $1,000 per school year
2. Leadership Team Member - $2,000 per school year
3. School Climate Team Member- $1,000 per school year ($2,000 for lead)
4. Cutten-Ridgewood Yearbook Stipend- $1,500
5. Afterschool Drama Director-$2,000 per school year
   Afterschool Drama Coordinator- $1,000 per school year

APPENDIX B - CERTIFICATED SALARY SCHEDULE

CUTTEN SCHOOL DISTRICT 2026-27

Pupil Personnel Services/Social Worker Salary Schedule

STEP	CLASS 1 BA/BS DEGREE + PPS CREDENTIAL Year	CLASS 2 BA/BS DEGREE PLUS 45 SEM. UNITS Year	CLASS 3 BA/BS DEGREE PLUS 60 SEM. UNITS Year	CLASS 4 BA/BS DEGREE PLUS 75 SEM. UNITS Year	CLASS 5 BA/BS DEGREE PLUS 90 SEM. UNITS Year	CLASS 6 BA/BS DEGREE PLUS 105 SEM. UNITS Year
1	55,030	55,109	56,184	61,024	64,620	68,184
2	55,110	55,704	58,299	63,066	66,708	70,263
3	55,185	57,790	60,432	65,126	68,795	72,327
4	56,032	59,747	62,263	67,289	70,961	74,471
5	58,046	61,714	64,415	69,284	72,900	76,369
6	60,131	63,779	66,459	71,388	75,149	78,581
7	62,120	65,840	68,435	73,585	77,256	80,632
8	65,039	67,927	70,594	75,608	79,391	82,710
9	66,152	69,842	72,519	77,778	81,513	84,764
10	68,096	71,926	74,606	79,833	83,662	86,838
11	70,228	73,963	76,652	81,990	85,725	88,810
12-13					89,459	92,451
14-15					93,192	96,077
16-17						98,960
18-19						101,845
20-24						104,727
25						107,612

With 2% adopted March 11, 2019
With correction adopted 5/13/2019
With 2% adopted March 8, 2021, effective 7/1/2021
With 2% adopted 08/08/22 effective 7/1/2022
With 7% adopted 06/27/23 effective 7/1/23
With 2% adopted 06/27/23 effective 07/01/23
3.5 off salary schedule effective 07/01/2025
With 2% adopted 06/22/26 and 5% off salary pmt effective 07/01/26.

CUTTEN SCHOOL DISTRICT 2026-27

Certificated Salary Schedule - Approved: 06/26

STEP	CLASS 1 BA/BS DEGREE + CA TEACHING CREDENTIAL Year	CLASS 2 BA/BS DEGREE PLUS 45 SEM. UNITS Year	CLASS 3 BA/BS DEGREE PLUS 60 SEM. UNITS Year	CLASS 4 BA/BS DEGREE PLUS 75 SEM. UNITS Year	CLASS 5 BA/BS DEGREE PLUS 90 SEM. UNITS Year	CLASS 6 BA/BS DEGREE PLUS 105 SEM. UNITS Year
1	54,140	54,218	56,429	60,063	63,784	67,367
2	54,218	54,817	58,597	62,217	65,880	69,453
3	54,296	56,914	60,787	64,292	67,980	71,533
4	55,138	58,872	62,656	66,458	70,147	73,677
5	57,144	60,831	64,844	68,444	72,082	75,569
6	59,218	62,888	66,918	70,537	74,317	77,770
7	61,199	64,937	68,924	72,727	76,416	79,813
8	64,106	67,011	71,114	74,734	78,539	81,875
9	65,215	68,924	73,075	76,903	80,659	83,927
10	67,151	71,002	75,200	78,954	82,802	85,994
11	69,273	73,027	77,270	81,096	84,854	87,958
12-13					86,884	89,895
14-15					88,819	91,719
16-17						93,533
18-19						94,938
20-24						96,361
25						97,808

March, 2019: 3% added to Salary Schedule retroactive to 7/1/2018

March, 2019: 2% added to Salary Schedule effective 7/1/19

March, 2021: 2% added to Salary Schedule effective 7/1/21

June, 2023 7% added to Salary Schedule effective 7/1/23

June, 2023 for 2024/25 2% added to Salary Schedule effective 7/1/24

Substitute Rate $150 per day. Long Term Substitute Rate $200 per day.

June, 2025 3.5% off Salary Schedule pmt effective 07/01/2025

June, 2026 2% Salary Schedule effective 07/01/2026 5% off salary pmt.

CUTTEN SCHOOL DISTRICT 2026-27

Speech Language Pathologist Salary Schedule

Effective as of July 1, 2026

Days: 183

	California Speech & Language Pathologist Credential	California Speech & Language Pathologist Credential + 45 units	California Speech & Language Pathologist Credential + 60 units	California Speech & Language Pathologist Credential plus MA
Step	**Class One**	**Class Two**	**Class Three**	**Class Four**
1	55,487	60,079	64,671	69,262
2	57,486	62,275	67,065	71,856
3	59,480	64,469	69,462	74,454
4	61,475	66,667	71,856	77,049
5	61,475	68,861	74,255	79,643
6	61,475	71,385	76,974	82,567
7	61,475	73,730	79,509	85,289
8	61,475	76,074	82,046	88,013
9	63,534	78,624	84,796	90,963
10	65,665	81,258	87,636	94,011
11 - 13	67,794	83,483	89,968	96,343
14 - 16	69,925	85,710	92,299	98,674
17 - 20	72,055	87,934	94,630	101,005

APPENDIX C- SETTLEMENT AGREEMENT

The parties to this agreement are the Cutten School District ("District") and the Humboldt Bay Teachers Association ("Association"). As part of this Agreement, there will be separate, but related Agreements with each unit member impacted by the salary schedule placement issues described below.

The parties hereby agree as follows:

1. The parties understand and agree that both the Association and the District were involved in the decision to negotiate a new provision related to granting experience toward initial placement on the certificated salary schedule. In consideration for the terms set forth below, the parties explicitly and directly waive their rights to pursue any form of legal action on this matter, or to seek retroactive application of the new contract language.

2. The parties enter into this settlement agreement in an effort to meet the District's obligation to uniformly place certificated unit members on the salary schedule in accordance with Education Code section 45028.

3. The parties agree and acknowledge that the District has a practice of initially placing unit members on the salary schedule in accordance with Board Policy 4251.100, which grants one (1) step on the salary schedule for every two (2) years of experience outside the District, for a maximum step placement of six (6).

4. During 2018-19 contract negotiations, a dispute arose regarding the initial placement of numerous unit members. As a result, each party investigated current unit members' initial placements to determine any misapplication of the relevant policy.

5. As a result of those investigations, the parties agree that three (3) unit members were initially placed one (1) step higher than provided for in.Board Policy 4251.100 (which was in effect on each unit member's date of hire) as follows:

    a Suzanne Rice, who was hired for the 2006-07 school year, was initially placed on step 3, but should have been placed on step 2. Ms. Rice is currently on step 15.

    b. Mike Richards, who was hired for the 2013-14 school year, was initially placed on step 6, but should have been placed on step 5. Mr. Richards is currently on step 11.

    c. Andrea Yip, who was hired for the 2018-19 school year, was initially placed on step 4, but should have been placed on step 3. Ms. Yip is currently on step 4.

6. The parties agree and acknowledge that through this agreement, effective July 1, 2019, Ms. Rice, Mr. Richards, and Ms. Yip will be placed uniformly as to all other unit members on the salary schedule.

7. During 2018-19 Contract negotiations, the parties negotiated to prospectively grant initial placement on the salary schedule one (1) step per one (1) year of experience under the District; for a maximum step placement of six (6), as to unit members hired on or after July 1st, 2019.

8. During 2018-19 contract negotiations, the parties negotiated to prospectively change the placement of current writ members based on crediting current unit members one (1) *step* per one (1) year of experience outside the District (prior to employment), for a maximum step placement of six (6), effective July 1, 2019 (i.e., with no retroactive application),

9. The parties determined 11 unit members will be impacted by this change, as follows, effective July 1, 2019:

Name	**Initial Step Placement** (2:1) (eff. date of hire)	**Change (1:1)** ***(eff.*** 7il/19)	Step **Placement 2019-20**
Carrie Carlson	2	+3	12
Kasey Cook	1	+1	18
Jamie Hague	2	+1	18
Elizabeth Escutia	5	+]	10
Dani Hinrichs	3	+3	9
Bethany Ibbitson	2	+1	*s*
Christine Ng	*5*	+1	10
Nadine SPeghetti	1	+1	22
Andrea Yiu	4	+1	6
Maria Musante	4	+2	12
Jennifer Code	2	+1	8

10. The parties agree that no unit member shall be entitled to retroactive compensation for being initially placed in accordance with Board Policy 42S*1:*100, which was in effect at the time of each of the above unit member's date of hire. In other words, the step enhancements described in Paragraph 8 shall be effective beginning July 1, 2019.

11. Through this agreement. the parties expressly waive their right to pursue any fOIID of legal action on this matter, except a grievance to enforce the express terms of this agreement Further. HBTA agrees to defend and indemnify the District from and against all claims, actions, suits, demands, settlements, judgments, and costs and expenses (including attorneys' fees) arising out of any unit member's attempt to assert individual or collective rights arising from this agreement, except with respect to a grievance filed by HBTA or a unit member to enforce the express terms of this

agreement.

12. This agreement fully and finally resolves any question regarding the initial salary schedule placement of all current unit members, including the potential for any litigation related to these matters.

ForHBTA.: For the District:

11/19 a)y'19

APPENDIX D - MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between
the Humboldt Bay Teachers Association
and Cutten School District

The parties agree to form a committee to explore options and develop recommendations regarding an evaluation process and forms for unit members. The committee shall include up to 2 uni1 members selected by HBTA and up to 2 meIJUbers selected by the District. The representatives selected by HBTA shall represent the following groups: 1 from Ridgewood and l from Cutten Elementary. .

The committee will be responsible for setting agendas, planning and facilitating the meetings, preparing final drafts of evaluation forms, and reporting the results of the committee to the negotiating teams no later than October 1, 2018. The goal of the parties is to have a new evaluation system in place for the 2019-20 school year.

Annette Sligh — 5/11/18

BTA — Date

Melissa Eyman — 5/11/18

Date

Susan Lacy — 5/11/2018

strict

District — Date

District Financial Package Proposal February 19, 2021

1. For the 2020-21 school year only, the District will increase the annual contribution to the health/welfare cap for eligible unit members by $2,500 to $16,500 (pro-rated for part time employees who work at least 0.5 FTE).

2. Effective July 1, 2021, the District will increase the annual contribution to the health/welfare cap for eligible unit members by $2,000 to $16,000 (pro-rated for part time employees who work at least 0.5 FTE).
    a. In addition, for the 2021-22 school year only, the District will increase the annual contribution to the health/welfare cap for eligible unit members by $2,000 to $18,000 (pro-rated for part-time employees who work at least 0.5 FTE).

3. For the 2022-23 school year only, the District will increase the annual contribution to the health/welfare cap for eligible unit members by $2,000 to $18,000 (pro-rated for part-time employees who work at least 0.5 FTE).

4. The District's annual contribution to health/welfare benefits for eligible unit members shall be $16,000 in 2023-24 unless negotiated otherwise.

5. Effective July 1, 2021, increase the certificated salary schedule by 2.0%.

6. Effective July 1, 2022, increase the certificated salary schedule by 2.0%.

7. Effective with the 2021-22 school year, increase the teacher work year by two (2) days to 185 days (ongoing). The two (2) days shall be used for mid-year professional development, and a check-out day following the end of the instructional year.

8. Status quo on Personal Necessity Leave.

9. This tentative agreement shall close negotiations on salary and benefits for 2020-21, 2021-22, and 2022-23.

For HBTA:

For the District: