

# Claremont Unified School District

170 West San Jose Avenue, Claremont, CA 91711-2697 (909) 398-0609

AGENDA ITEM

**VI. 1.**

6-10-09

Memorandum

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**To:** Board of Education

**Date:** June 10, 2009

**From:** David Cash, Ed.D.

**Re: Agreement between Claremont  
Unified School District and  
Claremont Faculty Association**

The attached memo from Ms. Devon Freitas, Assistant Superintendent, Human Resources, includes a summary of the agreement and a recommendation to approve the ratified agreement between the Claremont Faculty Association (CFA) and the Claremont Unified School District (CUSD), effective July 1, 2006 through June 30, 2010.

A tentative agreement was reached between the CFA and the CUSD on May 6, 2009, and ratified by the CFA membership on May 29, 2009.

Upon District receipt of certification from the Los Angeles County Office of Education of AB1200 Public Disclosure documents, all legal requirements will have been met and the Board may approve the contract on June 10, 2009. Suzanne Miller, CFA President, and the President of the Board of Education will sign the contract at that time.

**Recommended Action:**

**To approve and sign the ratified agreement between the Claremont Faculty Association and the Claremont Unified School District effective July 1, 2006 through June 30, 2010, and to approve an extension from July 1, 2009 through June 30, 2010, with re-openers for salary, health and welfare benefits and a maximum of two negotiable items.**

# Claremont Unified School District

170 W. San Jose Avenue, Claremont, CA 91711-2697 (909) 398-0609, Ext. 70301

Memorandum

**To:** Dr. David Cash  
Superintendent

**Date:** May 21, 2009

**From:** Ms. Devon Freitas

**Re:** Agreement between Claremont  
Faculty Association and the  
Claremont Unified School  
District for the 2006-2010  
Collective Bargaining Agreement

## Background

In accordance with the 2006-2009 Master Contract between the Claremont Faculty Association and the Claremont Unified School District, Article XXV: Completion of Meet and Negotiation, the Claremont Faculty Association and the Claremont Unified School District have conducted negotiations sessions based upon the initial proposal from CFA to the Board of Education and The District's initial proposal to CFA to reopen contractual issues.

## Discussion

A tentative agreement was reached with the Claremont Faculty Association and the Claremont Unified School District effective May 1, 2009. The ratification vote will take place on May 21, 2009.

The Claremont Unified School District ("District") and the Claremont Faculty Association ("Association") tentatively agree to maintain the current and existing language of the Collective Bargaining Agreement for the 2008-09 year, except as noted below.

## Article IX, Hours:

Section 9.7.1: All full-time teachers of grades 7-12 shall have the equivalent of at least one (1) preparation period per day. ~~The District may occasionally assign to teachers who have preparation periods necessary or appropriate duties as determined by the District to be performed during said periods. The District shall seek volunteers for such assignments except in cases of unforeseen emergency.~~ The District may occasionally seek volunteers to substitute during their preparation period except in cases of unforeseen emergency. These requests will be distributed among all available bargaining unit members on a rotating basis.

Section 9.7.3: ~~The District will make every reasonable effort to provide teachers with time necessary to prepare for Back to School Night or Open House.~~ At the elementary level, the District will provide a meeting-free shortened Wednesday on, or preceding Open House. At the secondary level, a minimum day will be scheduled on the day of Open House.

Section 9.8: Contract language to be changed to: "... for the counselors at the intermediate school, 184 days. *Each full time counseling position at El Roble, not to exceed two full-time positions, will receive 3.5 additional working days, paid at their daily rate.*"

## Article X, Compensation:

Section 10.1: Salary Schedule: The Salary Schedule will remain in place through June 30, 2009.

Section 10.3.3: Initial Placement of Schedules: Effective with teachers hired for the 2005-06 school year, ~~and beyond only, through the 2008-09 school year,~~ credit for approved experience outside the District ~~shall~~ will be allowed on the Salary Schedule at the rate of one increment (step) for one year of comparable experience during the immediately preceding seven (7) years prior to being hired up to Column IV, Step 8 on the regular Salary Schedule. *Effective with teachers hired for the 2009-10 school year, and beyond, credit for approved experience outside the District will be allowed on the Salary Schedule at the rate of one increment (step) for one year of comparable experience during the immediately preceding nine (9) years prior to being hired up to Column IV, Step 10 on the regular Salary Schedule.*

~~Section 10.3.5.1: For those full-time members of the bargaining unit hired commencing with the 2005-06 school year, in addition to the credit toward longevity provided in 10.3.5, the unit member shall also be provided with credit toward longevity increments on the certificated Salary Schedule for any consecutive years worked as a certificated teacher in California public schools immediately preceding their employment beyond the number of years of credit they received in their initial placement on the certificated salary schedule per Section 10.3.3 (e.g., a teacher hired on or after the 2005-06 school year with 10 years of consecutive teaching experience as a certificated teacher in California public schools would be entitled to seven years of credit for initial placement on the certificated Salary Schedule pursuant to Section 10.3.3 above, and three years of credit toward any longevity payments pursuant to 10.3.5 above.~~

Section 10.3.5.1 Career Longevity: After completion of thirty (30) years of service (as defined in Section 10.3.3) in the teaching profession, teachers will be placed on the Career Longevity step of the Teachers' Salary Schedule. Teachers must apply through Human Resources by March 31<sup>st</sup> to be placed on the Career Longevity Step for the next school year.

**Article XI, Health and Welfare Benefits:**

Members of the bargaining unit will maintain their current health and welfare benefits allocation through September 30, 2009.

**Article XXVI, Term of Agreement:**

This agreement shall be in force and effect from July 1, 2006 through June 30, 2010 with re-openers for the 2009-10 school year for salary, health and welfare, and a maximum of two negotiable items. Negotiations for the 2009-10 year will commence upon Board of Education approval of this Tentative Agreement and the attached MOU, with the intention of both parties being able to reach agreement as soon as possible. This will allow for a timely determination of the Health and Welfare Benefits package by the Shared Decision Making Benefits Committee prior to the opening of the 2009-10 school year.

**Appendix D, Calendar:**

The student/teacher calendars for 2008-09 and 2009-10 will remain as they were Board approved on March 17, 2008.

**Appendix G, Extra Task Assignments:**

To include El Roble Intermediate Athletic Program Coordinator @ \$2,302 and 8 athletic coaches @ \$1,200 each. Delete Intramural Program, Intermediate Coordinator and Sponsor. (See attached schedule).

**Board Goal**

**Goal #1:** Quality teaching and learning for the whole child.

**Claremont Youth Partnership Implications**

As the Standards of Excellence are raised, the quality of education in the CUSD becomes greater.

**Fiscal Implications**

All direct impacts have been incorporated in the 2008-09 budget.

**Recommendation:**

Upon ratification May 21, 2009, the Board will take action, once the District receives certification from the Los Angeles County Office of Education of AB1200 Public Disclosure Documents, to approve and sign the ratified agreement between the Claremont Faculty Association and the Claremont Unified School District effective July 1, 2006 through June 30, 2010, and to approve an extension from July 1, 2009 through June 30, 2010, with re-openers for salary, health and welfare benefits and a maximum of two negotiable items.

**Tentative Agreement  
between  
Claremont Faculty Association  
and  
Claremont Unified School District  
May 1, 2009**

The Claremont Unified School District (“District”) and the Claremont Faculty Association (“Association”) tentatively agree to maintain the current and existing language of the Collective Bargaining Agreement for the 2008-09 year, except as noted below.

**Article IX, Hours:**

Section 9.7.1: All full-time teachers of grades 7-12 shall have the equivalent of at least one (1) preparation period per day. ~~The District may occasionally assign to teachers who have preparation periods necessary or appropriate duties as determined by the District to be performed during said periods. The District shall seek volunteers for such assignments except in cases of unforeseen emergency.~~ The District may occasionally seek volunteers to substitute during their preparation period except in cases of unforeseen emergency. These requests will be distributed among all available bargaining unit members on a rotating basis.

Section 9.7.3: ~~The District will make every reasonable effort to provide teachers with time necessary to prepare for Back to School Night or Open House.~~ At the elementary level, the District will provide a meeting-free shortened Wednesday on, or preceding Open House. At the secondary level, a minimum day will be scheduled on the day of Open House.

Section 9.8: Contract language to be changed to: “... for the counselors at the intermediate school, 184 days. *Each full time counseling position at El Roble, not to exceed two full-time positions, will receive 3.5 additional working days, paid at their daily rate.*”

**Article X, Compensation:**

Section 10.1: Salary Schedule: The Salary Schedule will remain in place through June 30, 2009.

Section 10.3.3: Initial Placement of Schedules: Effective with teachers hired for the 2005-06 school year, ~~and beyond only, through the 2008-09 school year,~~ credit for approved experience outside the District ~~shall~~ will be allowed on the Salary Schedule at the rate of one increment (step) for one year of comparable experience during the immediately preceding seven (7) years prior to being hired up to Column IV, Step 8 on the regular Salary Schedule. *Effective with teachers hired for the 2009-10 school year, and beyond, credit for approved experience outside the District will be allowed on the Salary Schedule at the rate of one increment (step) for one year of comparable experience during the immediately preceding nine (9) years prior to being hired up to Column IV, Step 10 on the regular Salary Schedule.*

Section 10.3.5.1: ~~For those full time members of the bargaining unit hired commencing with the 2005-06 school year, in addition to the credit toward longevity provided in 10.3.5, the unit member shall also be provided with credit toward longevity increments on the certificated Salary Schedule for any consecutive years worked as a certificated teacher in California public schools immediately preceding their employment beyond the number of years of credit they received in their initial placement on the certificated salary schedule per Section 10.3.3 (e.g., a teacher hired on or after the 2005-06 school year with 10 years of consecutive teaching experience as a certificated teacher in California public schools would be entitled to seven years of credit for initial placement on the certificated Salary Schedule pursuant to Section 10.3.3 above, and three years of credit toward any longevity payments pursuant to 10.3.5 above.~~

Section 10.3.5.1 Career Longevity: After completion of thirty (30) years of service (as defined in Section 10.3.3) in the teaching profession, teachers will be placed on the Career Longevity step of the

Teachers' Salary Schedule. Teachers must apply through Human Resources by March 31<sup>st</sup> to be placed on the Career Longevity Step for the next school year.

**Article XI, Health and Welfare Benefits:**

Members of the bargaining unit will maintain their current health and welfare benefits allocation through September 30, 2009.

**Article XXVI, Term of Agreement:**

This agreement shall be in force and effect from July 1, 2006 through June 30, 2010 with reopeners for the 2009-10 school year for salary, health and welfare, and a maximum of two negotiable items. Negotiations for the 2009-10 year will commence upon Board of Education approval of this Tentative Agreement and the attached MOU, with the intention of both parties being able to reach agreement as soon as possible. This will allow for a timely determination of the Health and Welfare Benefits package by the Shared Decision Making Benefits Committee prior to the opening of the 2009-10 school year.

**Appendix D, Calendar:**

The student/teacher calendars for 2008-09 and 2009-10 will remain as they were Board approved on March 17, 2008.

**Appendix G, Extra Task Assignments:**

To include El Roble Intermediate Athletic Program Coordinator @ \$2,302 and 8 athletic coaches @ \$1,200 each. Delete Intramural Program, Intermediate Coordinator and Sponsor. (See attached schedule).

The parties signing hereby have reached agreement on these issues and will present this document as a tentative agreement for approval to the membership of the Claremont Faculty Association.

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Joe Tonan, Negotiations Chair  
Claremont Faculty Association

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Devon Freitas  
Assistant Superintendent, HR  
Claremont Unified School District

MEMO OF UNDERSTANDING - AMENDED  
 RE: Instructional Minutes  
 between  
 Claremont Faculty Association  
 and  
 Claremont Unified School District

Reflecting upon the discussion of May 1, 2009, the Claremont Faculty Association (“Association”) and the Claremont Unified School District (“District”) agree that there will be a consistent ending time on each Wednesday at 1:00 pm at the elementary schools in order to provide opportunities for supporting teacher collaboration and improving student learning. The number of instructional minutes at each elementary school site will be as they were during the 2007-08 school year. The number of instructional minutes for 2007-08 school year are listed in the table below:

	All day K	AM K	PM K	1-3	4-6
Chaparral		36,000	36,000	50,875	54,140
Condit	48,860			50,650	54,170
Danbury		37,080		51,960	54,420
Mountain View	50,500			50,500	56,350
Oakmont	48,059			51,000	55,550
Sumner		37,800	38,280	51,960	54,420
Sycamore		36,000	36,000	50,400	54,300
Vista		45,900		50,750	55,950

The principal, in consultation with each school site’s shared decision-making body, will determine the appropriate schedules for each site within the above stated minutes, inclusive of the 1:00 pm ending time on each Wednesday. These schedules will be submitted to the Board of Education for approval at the June 18, 2009 meeting. Agreement will prompt the Notice of Unfair Labor Practice, currently held in abeyance, to be withdrawn, as agreed in the grievance resolution of December 12, 2008.

The two parties further agree to carry over to 2009-10 contract negotiations, the agreement to review the salary schedule for nurses in comparison to other districts.

The two parties further agree that contract language for Section 9.8 in this tentative agreement resolves the grievance related to counselors days and the parties agree to cancel arbitration proceedings.




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Joe Tonan  
 Negotiations Chair  
 Claremont Faculty Association

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Devon Freitas  
 Assistant Superintendent  
 Human Resources  
 Claremont Unified School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CLAREMONT UNIFIED SCHOOL DISTRICT  
SALARY FOR OTHER APPROVED ASSIGNMENTS  
Effective July 1, 2007**

**EXTRA TASK ASSIGNMENTS:** Teacher assignments which require the unit member to work outside the school day and which are specifically identified by the CFA contract will be referred to as Extra Task Assignments.

**Band Director:**

High School	\$	3,379
Intermediate School		1,536

**Orchestra Director:**

Intermediate School		1,536
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**Choral Director:**

High School		3,379
Intermediate School		1,536

**Drama Coach:**

High School		3,379
Intermediate School		1,536

**Forensics Coach:**

High School		3,379
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**Academic Decathlon Coach:**

Head Coach (per semester)		1,690
Asst. Coach (per semester)		1,183

**Newspaper Advisor:**

High School		3,379
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**Intramural Program:**

Intermediate Coordinator		<del>2,302</del>
Sponsor		<del>1,338</del>

**Drill Team Advisor:**

High School		3,379
Intermediate School		1,850

**Pep Squad:**

High School		2,368
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**Department Chairperson:**

High School	\$1,999 (plus \$105 per FTE assigned to Dept. in excess of 3.0)
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Intermediate School	\$1,999 (plus \$70 per FTE assigned to Dept. in excess of 3.0)
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**Team Leader:**

Elementary	\$1,999 (plus \$50 per FTE assigned to team in excess of 3.0)
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**Student Study Team:**

Elementary Coordinator	1,236
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**Guidance Team IEP:**

Coordinator	1,236
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**Instructional Activity:**

Coordinator	1,030
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**Yearbook Advisor:**

High School	3,379
Intermediate School	1,850

**Rally Coach:**

High School	2,156
Intermediate School	1,501

**Curricular Focus:**

Coordinator	1,030
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**CLAREMONT UNIFIED SCHOOL DISTRICT  
 EMPLOYEES HIRED EFFECTIVE 1995/96 SCHOOL YEAR  
 2007/08 SALARY SCHEDULE FOR TEACHERS  
 (EFFECTIVE JULY 1, 2007)**

STEPS	BA	BA+45 Semester Units or Masters	BA+60 Semester Units	BA+75 Semester Units +MASTERS
1-2	\$44,588	\$47,020	\$49,584	\$52,289
3	\$46,195	\$48,715	\$51,369	\$54,170
4	\$47,858	\$50,468	\$53,217	\$56,121
5	\$49,580	\$52,285	\$55,136	\$58,142
6		\$54,168	\$57,119	\$60,235
7		\$56,117	\$59,175	\$62,402
8		\$58,138	\$61,305	\$64,650
9		\$60,230	\$63,516	\$66,978
10		\$62,398	\$65,801	\$69,388
11		\$64,644	\$68,169	\$71,887
12			\$70,623	\$74,475
13			\$73,166	\$77,156
14				\$79,933

DRAFT

<b>Longevity Increments:</b>	<b>Longevity is defined as completion of at least sixteen (16) years of full time service in the Claremont Unified School District. Annual salary to be paid after completion of full school years of Claremont Unified School District service as listed below and referenced in the Collective Bargaining Agreement between the Claremont Faculty Association and the Claremont Unified School District, Article X, Section 10.3.5.</b>			
16		\$66,583	\$75,361	\$82,332
20		\$68,714	\$77,773	\$84,967
25		\$70,912	\$80,262	\$87,686
Career Longevity*		\$72,047	\$81,546	\$89,089
30		\$73,181	\$82,829	\$90,492

\*Career Longevity: 30 years of service in the teaching profession. Must apply through Human Resources by March 31st.

Individual Instruction Teacher Rate (CBA Article X, Section 10.5): \$33.02/hour paid to members of the bargaining unit assigned as summer school, extended year session, individual instruction teachers, or drivers' education teachers.

Earned Doctorate - \$1,000

Full-time Speech and Language Pathologist - \$1,000 per year; prorated for part-time Speech and Language Pathologists



**CLAREMONT UNIFIED SCHOOL DISTRICT  
EMPLOYEES HIRED PRIOR TO 1995/96 SCHOOL YEAR  
2007/08 SALARY SCHEDULE FOR TEACHERS  
(EFFECTIVE JULY 1, 2007)**

STEPS	BA	BA+75		
		BA+45 Semester Units or Masters	BA+60 Semester Units	Semester Units +MASTERS
1-2	\$44,588	\$47,020	\$49,584	\$52,289
3	\$46,195	\$48,715	\$51,369	\$54,170
4	\$47,858	\$50,468	\$53,217	\$56,121
5	\$49,580	\$52,285	\$55,136	\$58,142
6	\$51,362	\$54,168	\$57,119	\$60,235
7	\$53,215	\$56,117	\$59,175	\$62,402
8	\$55,128	\$58,138	\$61,305	\$64,650
9	\$57,112	\$60,230	\$63,516	\$66,978
10	\$59,170	\$62,398	\$65,801	\$69,388
11		\$64,644	\$68,169	\$71,887
12			\$70,623	\$74,475
13			\$73,166	\$77,156
14				\$79,933

DRAFT

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16	\$60,946	\$66,583	\$75,361	\$82,332
20	\$62,896	\$68,714	\$77,773	\$84,967
25	\$64,909	\$70,912	\$80,262	\$87,686
Career Longevity*	\$65,947	\$72,047	\$81,546	\$89,089
30	\$66,986	\$73,181	\$82,829	\$90,492

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Earned Doctorate - \$1,000

Full-time Speech and Language Pathologist - \$1,000 per year; prorated for part-time Speech and Language Pathologists