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COLLECTIVE BARGAINING AGREEMENT

between

High Tech High

and

High Tech Education Collective - Classified Unit

July 1, 2026 through June 30, 2029

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July 1, 2026 through June 30, 2029

The following Collective Bargaining Agreement has been reached by designated representatives of High Tech High and High Tech Education Collective (HTEC) - Classified Unit, in accordance with the California Education Employment Relations Act.

High Tech Education Collective:

Signed by: 09169DDF3F984AB...
7/6/26
Jennifer Lewis — Date
President, HTEC

DocuSigned by: 30D637D68474478...
7/6/26
Jocelyn Flores — Date
Vice President, HTEC

Signed by: 3EC240E494CF4C3...
7/6/26
Michael Dehut — Date
Bargaining Co-Chair, HTEC

Signed by: 1B8F8CA6BFD6423...
7/6/26
Faith Hicks — Date
Bargaining Co-Chair, HTEC

High Tech High:

Signed by: 91225010E390417...
7/6/26
Gary Jacobs — Date
Chairman, High Tech High Board

Signed by: C7066DB47152451...
7/6/26
Diana Cornejo-Sanchez — Date
CEO, High Tech High

DocuSigned by: 91D74BF78EEC4AE...
7/6/26
Colleen Green — Date
Bargaining Co-Chair, HTH

Signed by: BC2DD7BAC13948C...
7/6/26
Kristy Renken — Date
Bargaining Co-Chair, HTH

Ratified by the High Tech High Board of Trustees
Date: June 18, 2026

Ratified by the High Tech Education Collective
Date: July 6, 2026

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ARTICLE 1: RECOGNITION

1.1 Bargaining Unit

High Tech High ("HTH") recognizes the High Tech Education Collective ("HTEC") as the sole and exclusive representative for all full-time and regular part-time classified personnel excluding all other employees, including all management, supervisory and confidential employees within the meaning of EERA section 2540.1 and the following positions: Accounts Payable Manager, Activities Director, Athletics and Extracurricular Program Manager, Facilities Coordinator, Operations Manager, Special Education Data Manager, Staff Accountant II and Student Information Systems Manager ("HTEC Classified Unit").

1.2 Subcontracting

The parties recognize that nothing in this Article shall prevent the utilization of temporary and appropriate coverage for positions within the unit. Nothing in this section will limit HTH's ability to contract with outside service providers provided it does not reduce the number of HTEC Classified Unit positions or hours. The Parties agree that temporarily contracting with an outside service provider when HTH is unable to fill vacant positions shall not be considered a reduction in the number of HTEC Classified Unit positions or hours.

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ARTICLE 2: WAGES

2.1 Pay Rates

The base rate of pay for each position in the Bargaining Unit shall be in accordance with the rates established for each class as provided for in Appendix B.

2.1.1 The salary schedules for HTEC Classified Unit members are attached as Appendix B as follows:

Effective July 1, 2026, the salary schedules are proposed as:

Hourly: "Appendix A": a restructure to the Hourly framework and increased by 3%.

Salaried 220 Days ("Framework A"): increased by 3%.

Salaried 190 Days ("Framework B"): increased by 3%.

Occupational Therapist ("Occupational Therapist - 188 Days"): increased by 3%.

Effective July 1, 2027, the Hourly, Framework A, and Framework B will be determined by increasing the framework from the preceding year by statutory COLA. Statutory COLA excludes any additional LCFF investments and additional augmentations to statutory COLA. Should the statutory COLA be less than zero, there shall be no decrease to the salary schedules.

Effective July 1, 2028, the Hourly, Framework A, and Framework B will be determined by increasing the framework from the preceding year by statutory COLA. Statutory COLA excludes any additional LCFF investments and additional augmentations to statutory COLA. Should the statutory COLA be less than zero, there shall be no decrease to the salary schedules.

2.1.2 Overtime (as defined in Article 4 Hours of Employment) will be paid at a rate of one and one-half (1.5) times the employee's base rate of pay.

2.2 Part-time and Non-exempt Employees

Part-time (less than 1.0 FTE) and non-exempt HTEC Classified Unit members will be paid on an hourly basis.

2.2.1 In moving from salary to hourly, the hourly rate will be calculated by dividing the corresponding salary from the applicable salary schedule by the number of days in the work year, divided again by eight (8) hours per day.

2.3 Out-of-Class Assignments

HTEC Classified Unit members may be required to perform duties outside of their job classification with mutual agreement. When HTH has a need to assign a unit member to a higher-level classification to perform the full range of duties of the higher-level classification for one work day or more within the same pay period, the impacted unit member shall have their pay adjusted upward to the corresponding pay rate in accordance with Appendix A during the time the higher-level classification work is being performed.

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2.4 Weekend/Holiday Pay

2.4.1 HTEC Classified Unit members who are required by their supervisor to work overtime, as defined in Article 4.2.3, on a Saturday and/or a Sunday will be paid at a rate of one and one-half (1.5) times the employee's regular rate of pay.

2.4.2 Eligible HTEC Classified Unit members who are required by their supervisor to work on a holiday defined in Article 12.4 will be paid at a rate of two (2.0) times the employee's base rate of pay.

2.4.3 Unit members who are not scheduled for other regular work on staff days that occur during the school year, shall be scheduled to attend up to two (2) "site staff days" and up to two (2) "All Staff Days," as identified in the annual HTH Board approved calendars. Unit members who attend staff days shall be paid their regular rate of pay for the hours in attendance at staff days and receive applicable breaks as required by law.

2.5 Placement on the Salary Schedule

2.5.1 Initial Placement

HTEC Classified Unit members shall be placed on the appropriate column based on all years of experience from working in a field reasonably related to their assignment at HTH, which relationship HTH shall determine in its sole discretion. Unit members shall have ten (10) calendar days to submit verification(s) of employment upon receiving the initial offer of employment.

2.5.2 Position Changes

2.5.2.1 Current unit members who are changing assignments to a higher step on the same framework will be placed in the column of the corresponding step that is closest to the unit member's current pay while providing an increase.

2.5.2.2 Current unit members who are changing assignments on the same step on the same framework as the current assignment, will be placed in the same column of the corresponding step of the member's current position.

2.5.2.3 Current unit members who change assignments to a lower step on the same framework, will be placed on the step that corresponds with the new assignment along with the column that provides for the least amount of pay reduction.

2.5.3 Additional Assignments

When a current unit member is hired into an additional assignment, salary placement will be determined in accordance with 2.5.1.

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2.6 Column Advancement

Column advancements on the salary schedule are effective on July 1 of each year immediately following the school year in which the qualifying service was rendered with HTH.

2.6.1 Full-time salary HTEC Classified Unit members. All full-time unit members who have worked for at least seventy-five percent (75%) of the workdays in their assignment qualify and shall advance one column for each year of creditable service at HTH until the maximum column of the salary schedule has been reached.

2.6.2 Part-time and hourly HTEC Classified Unit members. Part-time and hourly unit members who have worked 1,000 or more hours in a school year will be eligible for a column advancement. Part-time and hourly unit members who have worked less than 1,000 hours in a school year, but their cumulative hours of service equal 1,000 hours or more, will be eligible for a column advancement.

2.7 Mileage Reimbursement

If an HTEC Classified Unit member is assigned to travel over and above their regular commute distance and uses their own personal vehicle, mileage reimbursement shall be the current applicable Internal Revenue Service Rate. Reimbursable travel starting from or ending at a residence cannot include the normal commute miles to/from work. If the mileage to/from home to work-related event/meeting exceeds the regular commute to/from work location, the unit member can claim the incremental difference.

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Appendix A

Seasonal Pay Rates

Effective: July 1, 2026 - June 30, 2027

Position Title	Pay Rate
Seasonal ELOP Camp Academic Coach	$27
Seasonal ELOP Camp Assistant	$25
Seasonal ELOP Camp Instructor	$32
Summer Camp Counselor	$32
Summer Camp Lead	$30
Summer Program Coach	$27

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Appendix A

Framework A - 220 Days - 3% Increase

Effective: July 1, 2026 - June 30, 2027

Step	A	B	C	D	E	F	G	H
25	48,549.84	49,517.04	50,509.44	51,519.36	52,549.20	53,599.92	54,672.48	55,765.92
26	49,764.24	50,755.68	51,772.08	52,808.64	53,861.28	54,938.40	56,039.52	57,159.60
27	51,007.20	52,025.04	53,067.84	54,128.40	55,208.88	56,312.16	57,439.68	58,589.28
28	52,283.28	53,325.12	54,392.16	55,480.32	56,589.12	57,720.00	58,876.08	60,054.24
29	53,591.04	54,659.28	55,753.92	56,867.28	58,003.44	59,163.12	60,347.76	61,556.64
30	54,930.72	56,025.36	57,148.56	58,290.48	59,454.24	60,641.28	61,855.68	63,094.08
31	56,303.28	57,425.52	58,576.08	59,746.56	60,940.08	62,157.84	63,402.00	64,672.32
32	57,711.12	58,861.92	60,040.08	61,241.28	62,463.36	63,711.84	64,987.68	66,288.96
33	59,153.04	60,333.36	61,541.28	62,772.24	64,023.84	65,304.24	66,612.00	67,946.40
34	60,632.40	61,842.48	63,078.72	64,341.60	65,625.12	66,936.24	68,275.92	69,644.16
35	62,146.80	63,387.60	64,655.76	65,949.36	67,266.00	68,610.00	69,982.80	71,386.08
36	63,700.80	64,973.52	66,272.40	67,596.72	68,946.48	70,325.76	71,731.20	73,170.96
37	65,294.40	66,597.84	67,929.84	69,287.04	70,670.64	72,084.00	73,525.92	75,000.72
38	66,925.20	68,261.76	69,626.64	71,019.12	72,438.96	73,886.40	75,363.60	76,875.84
39	68,599.20	69,968.40	71,367.60	72,793.92	74,250.24	75,733.92	77,247.12	78,796.80
40	70,315.68	71,719.20	73,152.24	74,614.08	76,106.40	77,627.52	79,179.36	80,765.04
41	72,072.96	73,511.76	74,981.04	76,480.08	78,008.88	79,567.20	81,158.64	82,783.92
42	73,875.36	75,349.20	76,854.96	78,391.20	79,959.60	81,557.52	83,187.36	84,854.64
43	75,721.68	77,231.76	78,777.12	80,350.80	81,957.60	83,596.08	85,267.68	86,975.76
44	77,614.32	79,162.80	80,746.56	82,360.80	84,007.20	85,685.52	87,398.88	89,149.44
45	79,554.00	81,142.08	82,765.44	84,419.28	86,107.44	87,828.48	89,582.40	91,379.28
46	81,543.36	83,170.80	84,834.72	86,529.36	88,259.28	90,024.24	91,823.28	93,661.92
47	83,581.92	85,251.36	86,957.04	88,691.28	90,465.12	92,274.96	94,119.12	96,002.88
48	85,671.12	87,382.32	89,130.72	90,909.12	92,726.88	94,581.84	96,472.08	98,404.32
49	87,813.12	89,566.08	91,358.40	93,181.68	95,045.76	96,944.88	98,883.36	100,865.04
50	90,008.88	91,805.76	93,643.44	95,511.60	97,421.76	99,368.16	101,356.08	103,386.00
51	92,259.60	94,101.60	95,984.16	97,899.84	99,858.24	101,852.88	103,889.52	105,972.00
52	94,566.48	96,454.56	98,384.40	100,348.32	102,355.20	104,399.28	106,487.52	108,621.84

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Appendix A

Framework B - 190 Days - 3% Increase

Effective: July 1, 2026 - June 30, 2027

Step	A	B	C	D	E	F	G	H
17	34,412.16	35,100.24	35,801.28	36,517.92	37,248.72	37,992.72	38,753.28	39,528.00
18	35,272.80	35,977.20	36,698.16	37,431.12	38,178.48	38,943.36	39,722.64	40,516.08
19	36,154.08	36,877.20	37,613.52	38,366.40	39,133.44	39,916.08	40,715.04	41,529.36
20	37,058.64	37,799.28	38,554.32	39,325.92	40,112.88	40,916.16	41,732.64	42,566.88
21	37,986.24	38,744.40	39,518.16	40,309.44	41,116.08	41,937.12	42,775.68	43,631.76
22	38,935.68	39,712.80	40,507.20	41,317.20	42,142.56	42,985.68	43,846.08	44,722.08
23	39,909.36	40,705.20	41,519.52	42,349.20	43,196.64	44,060.40	44,941.92	45,841.92
24	40,907.28	41,722.80	42,559.20	43,409.76	44,275.92	45,161.52	46,065.12	46,986.96
25	41,930.64	42,765.84	43,623.12	44,494.56	45,383.52	46,290.24	47,217.84	48,162.96
26	42,978.00	43,834.08	44,713.20	45,607.92	46,516.80	47,448.72	48,398.16	49,365.36
27	44,052.72	44,930.88	45,830.88	46,746.48	47,681.76	48,633.36	49,607.04	50,599.44
28	45,153.84	46,052.88	46,976.16	47,914.56	48,871.92	49,849.92	50,847.84	51,864.48
29	46,282.56	47,205.84	48,150.96	49,112.64	50,094.00	51,095.28	52,117.20	53,161.20
30	47,439.84	48,386.16	49,356.48	50,340.24	51,346.80	52,373.28	53,421.84	54,490.08
31	48,626.88	49,596.24	50,588.64	51,599.52	52,629.36	53,682.24	54,756.00	55,854.00
32	49,841.28	50,835.84	51,853.44	52,890.96	53,946.00	55,024.08	56,125.44	57,250.80
33	51,086.40	52,107.36	53,150.40	54,213.12	55,294.56	56,400.00	57,528.72	58,681.68
34	52,364.64	53,408.64	54,477.84	55,566.96	56,676.00	57,809.04	58,965.12	60,147.60
35	53,672.40	54,744.00	55,839.60	56,955.12	58,093.68	59,254.32	60,438.96	61,651.20
36	55,015.44	56,112.24	57,235.44	58,379.52	59,545.44	60,735.60	61,950.00	63,192.96
37	56,390.16	57,515.52	58,667.28	59,838.96	61,034.64	62,254.56	63,500.88	64,773.36
38	57,800.16	58,954.08	60,132.24	61,334.64	62,561.04	63,811.92	65,088.96	66,392.40
39	59,245.44	60,429.12	61,636.80	62,868.96	64,126.08	65,406.48	66,714.24	68,050.80
40	60,726.96	61,939.20	63,176.64	64,440.48	65,728.56	67,040.64	68,381.52	69,753.12
41	62,245.68	63,486.48	64,757.04	66,051.60	67,370.40	68,717.76	70,090.56	71,496.00
42	63,800.88	65,074.56	66,375.84	67,702.32	69,056.40	70,436.64	71,844.48	73,283.04
43	65,396.64	66,701.04	68,034.24	69,394.80	70,781.76	72,197.28	73,639.20	75,116.16
44	67,030.80	68,369.52	69,736.56	71,129.04	72,551.04	74,000.64	75,481.20	76,993.44
45	68,706.72	70,078.32	71,479.68	72,907.20	74,365.68	75,852.48	77,367.12	78,917.76
46	70,424.64	71,829.12	73,266.72	74,729.28	76,224.00	77,748.48	79,302.48	80,891.52
47	72,185.28	73,626.00	75,099.84	76,597.68	78,129.60	79,690.32	81,284.88	82,912.56
48	73,990.80	75,466.80	76,977.84	78,512.16	80,082.72	81,684.96	83,316.96	84,985.44
49	75,839.28	77,354.88	78,901.20	80,476.08	82,086.24	83,726.88	85,400.88	87,110.88
50	77,736.24	79,286.88	80,874.96	82,487.28	84,138.00	85,818.48	87,536.16	89,287.92
51	79,679.28	81,269.52	82,896.24	84,551.28	86,241.60	87,964.80	89,724.24	91,521.12
52	81,670.80	83,301.60	84,967.68	86,664.72	88,397.76	90,162.72	91,966.32	93,809.28
53	83,712.72	85,384.32	87,093.36	88,829.76	90,606.72	92,416.80	94,266.48	96,154.56
54	85,805.28	87,518.64	89,269.20	91,050.72	92,873.04	94,728.00	96,623.76	98,559.12
55	87,951.60	89,706.72	91,501.44	93,326.88	95,195.04	97,095.36	99,039.60	101,022.00
56	90,149.52	91,948.56	93,789.60	95,659.92	97,574.40	99,522.96	101,515.44	103,659.84
57	92,403.60	94,245.60	96,133.68	98,050.32	100,013.28	102,011.28	104,054.16	106,135.68
58	94,713.84	96,601.92	98,537.28	100,502.16	102,513.36	104,560.80	106,655.52	108,789.84
59	97,080.00	99,017.52	101,000.16	103,013.52	105,076.32	107,174.40	109,321.92	111,508.80
60	99,507.60	101,493.60	103,525.68	105,589.68	107,702.88	109,853.76	112,054.08	114,295.92

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Appendix A

Occupational Therapist - 188 Days - 3% Increase

Effective: July 1, 2026 - June 30, 2027

Step	A	B	C	D	E	F	G	H
53	83,712.72	85,384.32	87,093.36	88,829.76	90,606.72	92,416.80	94,266.48	96,154.56
54	85,805.28	87,518.64	89,269.20	91,050.72	92,873.04	94,728.00	96,623.76	98,559.12
55	87,951.60	89,706.72	91,501.44	93,326.88	95,195.04	97,095.36	99,039.60	101,022.00
56	90,149.52	91,948.56	93,789.60	95,659.92	97,574.40	99,522.96	101,515.44	103,659.84
57	92,403.60	94,245.60	96,133.68	98,050.32	100,013.28	102,011.28	104,054.16	106,135.68
58	94,713.84	96,601.92	98,537.28	100,502.16	102,513.36	104,560.80	106,655.52	108,789.84
59	97,080.00	99,017.52	101,000.16	103,013.52	105,076.32	107,174.40	109,321.92	111,508.80
60	99,507.60	101,493.60	103,525.68	105,589.68	107,702.88	109,853.76	112,054.08	114,295.92

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Appendix A

Hourly Framework - Restructured Increase and 3%

Effective: July 1, 2026 - June 30, 2027

Step	A	B	C	D	E	F	G	H	I	J	K
01	20.60	21.01	21.43	21.86	22.30	22.74	23.20	23.66	24.13	24.62	25.11
02	25.59	25.85	26.10	26.37	26.63	26.90	27.16	27.44	27.98	28.63	29.00
03	29.30	29.89	30.49	31.11	31.72	32.36	33.00	33.66	34.34	35.03	35.73
04	36.39	37.12	30.76	38.62	39.39	40.18	40.98	41.80	42.64	43.49	44.36
05	45.25	46.16	47.07	48.02	48.98	49.96	50.96	51.98	53.02	54.08	55.16

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Appendix A

Classified Positions List

SCHOOL LUNCH:

Position Title	Framework	Hourly Step
Cook	Hourly Classified	1
Delivery Driver	Hourly Classified	2
Dishwasher	Hourly Classified	1
Lead Cook	Hourly Classified	2
Lunch Manager - Hourly	Hourly Classified	2
School Lunch Assistant	Hourly Classified	1
Server	Hourly Classified	1

SCHOOL STAFF:

Position Title	Framework	Hourly Step
Academic Coach - Hourly	Hourly Classified	1
Administrative Aide - Hourly	Hourly Classified	1
Aftercare Assistant I - Hourly	Hourly Classified	1
Aftercare Middle School Athletics Leader	Hourly Classified	1
ASSETS Program Assistant - Hourly	Hourly Classified	1
Assistant Coordinator, Expanded Learning	Hourly Classified	2
Assistant Site Manager	Hourly Classified	2
Clerical Assistant - Hourly	Hourly Classified	1
College Pathways Coordinator	Hourly Classified	3
Community Outreach Assistant - Hourly	Hourly Classified	2
Community Outreach Coordinator - Hourly	Hourly Classified	3
Daytime Supervision I - Hourly	Hourly Classified	1
Enrichment Instructor I	Hourly Classified	2
Enrichment Instructor II	Hourly Classified	3
Enrichment Instructor II	Hourly Classified	5
Expanded Learning Academic Coach - Aftercare	Hourly Classified	1
Expanded Learning Assistant - Aftercare	Hourly Classified	1
Expanded Learning Instructor - Aftercare	Hourly Classified	3
Seasonal ELOP Camp Academic Coach	Classified Seasonal	Flat Rate
Seasonal ELOP Camp Aftercare	Classified Seasonal	Flat Rate
Seasonal ELOP Camp Instructor	Classified Seasonal	Flat Rate
Student Support Specialist	Hourly Classified	2
Transitional Kindergarten Teaching Assistant	Hourly Classified	2

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SUMMER POSITIONS:

Position Title	Framework	Hourly Step
Summer Camp Counselor	Classified Seasonal	Flat Rate
Summer Camp Lead	Classified Seasonal	Flat Rate
Summer Program Coach	Classified Seasonal	Flat Rate

SPECIAL EDUCATION (CENTRAL):

Position Title	Framework	Hourly Step
Interpreter/Translator	Hourly Classified	2
RBT/ABA Support Assistant	Hourly Classified	3
School Health Clerk I	Hourly Classified	2
School Health Clerk II	Hourly Classified	3
Special Education Academic Coach I	Hourly Classified	1
Special Education Academic Coach II	Hourly Classified	2
Special Education Academic Coach III	Hourly Classified	3

CMO:

Position Title	Framework	Hourly Step
Admissions Assistant	Hourly Classified	1
Courier - Hourly	Hourly Classified	1

INFORMATION TECHNOLOGY:

Position Title	Framework	Hourly Step
Associate, Information Technology	Hourly Classified	1

FACILITIES AND MAINTENANCE:

Position Title	Framework	Hourly Step
Custodian - Hourly	Hourly Classified	2
Day Porter - Hourly	Hourly Classified	2
Maintenance Technician I - Hourly	Hourly Classified	2
Maintenance Technician II - Hourly	Hourly Classified	3
Security Guard	Hourly Classified	1

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NON-CERTIFICATED SALARIED POSITIONS:

Position Title	Framework	Salary Step
Administrative Assistant	A	40
Admissions Associate	A	29
Admissions Specialist	A	35
Aftercare Coordinator	B	26
Athletics & Wellness Coordinator	B	45
Certified Occupational Therapist Assistant	B	40
Clerical Assistant II	B	20
Community Outreach Coordinator	B	30
Coordinator, Information Technology	A	31
English Learner and Special Education Support Coordinator	B	41
English Learner Coordinator and Programs Support Specialist	A	41
Family Outreach Coordinator	B	30
Lead Occupational Therapist	OT Framework	59
Manager I, Information Technology	A	36
Manager II, Information Technology	A	45
Occupational Therapist	OT Framework	53
Occupational Therapist with Doctorate	OT Framework	57
Program Coordinator, Robotics	A	49
Registrar	A	42
Special Education Administrative Assistant	A	42
Special Education Coordinator	B	31
Speech Language Pathologist Assistant	B	40
Student Support Coordinator	B	28

Parties agree to bargain in good faith new job descriptions as the need arises.

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ARTICLE 3: HEALTH AND WELLNESS BENEFITS

3.1 Eligibility

3.1.1 Bargaining Unit Eligibility for Health and Welfare Benefits

3.1.1.1 Eligible HTEC Classified Unit members consist of active HTEC Classified Unit members employed by HTH in a full-time position, (40 hours per week) status or pursuant to an employment contract who regularly work twenty (20) hours a week or more.

3.1.1.2 Variable Hour Employees (VHE). Non-salaried variable hour employees who are considered to be a full-time equivalent employee as determined by the Affordable Care Act (ACA).

3.1.1.2.1 The initial measurement period for VHE shall occur at the completion of six (6) consecutive months of employment from hire date. Following the initial measurement period, eligibility shall be determined using HTH's standard measurement period for ongoing employees, which shall consist of six (6) consecutive months and shall be administered in accordance with the ACA and applicable regulations.

3.1.2 Eligible Dependents

Eligible dependents are as defined by applicable law or the applicable benefit plan.

3.1.3 Effective Date and Termination of Coverages

3.1.3.1 Eligible HTEC Classified Unit members other than VHE become eligible for benefits on the first (1st) day of the month following their hire or transfer to a benefit eligible position. VHE HTEC Classified Unit members become eligible when they have satisfied the applicable tests under the ACA. HR will send HTEC a list of eligible VHE Classified Unit members during the annual testing period.

3.1.3.2 Dependent coverage commences on the same date as the eligible HTEC Classified Unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later, to the extent permitted by law.

3.1.3.3 HTEC 11-month Classified Unit members on an 11-month calendar who have established eligibility for and are enrolled in employer-paid benefits and who work through the last work day of the school year, will have coverage through July 31 of that calendar year. However, if the 11-month Unit member separates from employment prior to the last work day of the school year, the Unit member will have coverage for the balance of the month in which the last day in paid status occurs.

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3.1.3.4 HTEC Hourly and 12-month Classified Unit members who have established eligibility for and are enrolled in employer-paid benefits and who separate from employment will have coverage for the balance of the month in which the last day in paid status occurs. Refunds may be given to terminated employees in instances of overpayment.

3.1.3.5 Dependent coverage terminates on the date HTEC Classified Unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.

3.1.3.6 For purposes of beginning or terminating coverage, HTEC Classified Unit members who are on an approved paid leave or as required by law shall continue to receive coverages provided for under this Article.

3.1.3.7 If an HTEC Classified Unit member does not enroll for coverage for self and eligible dependents under an HTH-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty (30) days of becoming eligible or allows such coverage to terminate, the HTEC Classified Unit member will not have the opportunity to enroll for such coverage until the next open enrollment period each year.

3.2 Medical Benefits Plans

HTH shall provide at least one (1) medical benefit plan option which meets the minimum essential coverage required by law to eligible HTEC Classified Unit members and eligible dependents. HTH shall make reasonable efforts to offer both a health maintenance organization (HMO) option and a preferred provider organization (PPO) option.

3.3 Dental Benefits Plan

HTH shall provide at least one (1) dental benefit plan option to eligible HTEC Classified Unit members and eligible dependents per the terms of the plan. HTH shall make reasonable efforts to offer both a dental maintenance organization (DMO) option and a preferred provider organization (PPO) option.

3.4 Employer Contribution: Medical, Dental

3.4.1 For 2026-2027 employee medical coverage only, HTH shall pay one hundred percent (100%) of the full premium cost of the plan option selected by the employee up to a cap of $9,300 for HMO plans and $9,300 for PPO plans. In the event that an HTEC Classified Unit member selects a plan option that exceeds the cost of this cap, then the unit member shall pay the difference between HTH's required contribution and the cost of the selected plan option.

3.4.1.1 For 2027-2028 benefits plan year, the cap shall be $9,765.

3.4.1.2 For 2028-2029 benefits plan year, the cap shall be $10,253.

3.4.2 For 2026-2027 employee plus spouse or domestic partner, employee plus child/children or employee plus family, HTH shall pay one hundred percent (100%) of the full premium cost of the medical plan options, up to a cap per plan year of

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$12,840. In the event that an HTEC Classified Unit member selects a plan option that exceeds the cost of the applicable cap, then the unit member shall pay the difference between HTH's required contribution and the cost of the selected plan option.

3.4.2.1 For 2027-2028 benefits plan year, the cap shall be $13,482.

3.4.2.2 For 2028-2029 benefits plan year, the cap shall be $14,156.

3.4.3 HTH shall pay the full premium cost of the dental plan options available up to a cap per plan year as specified below. ("DHMO" refers to Dental HMO; "DPPO" refers to Dental PPO). In the event that an HTEC Classified Unit member selects a plan option that exceeds the cost of the applicable cap, then the unit member shall pay the difference between HTH's required contribution and the cost of the selected plan option.

3.4.3.1 For HTEC Classified Unit member only: $165 for DMO and $432 for DPPO

3.4.3.2 For HTEC Classified Unit member plus spouse or domestic partner: $333 for DHMO and $830 for DPPO

3.4.3.3 For HTEC Classified Unit member plus child/children: $354 for DHMO and $985 for DPPO

3.4.3.4 For HTEC Classified Unit member plus family: $564 for DHMO and $1400 for DPPO

3.5 Additional Insurance

Eligible HTEC Classified Unit members will also be covered under an insurance policy that includes Basic Life/Accidental Death and Dismemberment Insurance, Long-term Disability Insurance at no cost to the unit member. HTH may offer additional insurance plans that will be the unit member 's responsibility to purchase and pay for.

3.6 State Disability Insurance

HTH withholds legally required contributions for California State Disability Insurance (SDI) from all unit members' paycheck.

3.7 Public Employee Retirement System ("PERS")

HTEC Classified Unit members will be enrolled in Public Employee Retirement System ("PERS") or may continue in the State Teachers Retirement System ("STRS") if already enrolled in STRS to the extent permitted by law.

3.7.1 Public Employees' Retirement System ("PERS")

Employees who work in positions that do not qualify for STRS and are contracted 50% of full time or more are automatically enrolled into PERS. Hourly employees are enrolled into PERS after working 1000 hours in a fiscal year. All non-discretionary earnings, except overtime, are subject to payroll deduction. There are two classes of PERS membership: (1) Employees with membership effective dates prior to January 1, 2013 (Classic Member); and, (2) Employees with membership dates on or after

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January 1, 2013 (PEPRA Member). The CalPERS Board determines the prevailing contribution rates of both the employee and the employer on an annual basis based on their classification. When an employee participates in PERS, both the employee and the employer continue to contribute to Social Security.

3.7.2 State Teachers Retirement System ("STRS")

Employees working in positions meeting eligibility requirements identified by STRS are automatically enrolled in the program if they:

- Are contracted 50% of full time or more; or
- Were previously in STRS; or
- They work in a qualified hourly assignment.

All creditable, non-discretionary earnings are subject to payroll deduction. There are two classes of STRS membership: (1) Employees with membership effective dates prior to January 1, 2013 (Classic Member); and, (2) Employees with membership dates on or after January 1, 2013 (PEPRA Member). The California Legislature determines the statutory contribution rates of both the employee and the employer on an annual basis based on their classification.

3.8 General

3.8.1 The benefits described in this Article are governed by the official plan documents associated with each benefit plan.

3.8.2 In advance of the beginning of the plan year which commences on August 1 of each year, employees may participate in open enrollment to change their benefit plan. Open enrollment is the only time of year that an employee may change their health benefit carrier. An employee may add or remove dependents during the contract year pending an IRS approved qualified event (e.g. pregnancy, death of a dependent, divorce, marriage). HTH will provide advance notice of the open enrollment period to the extent possible. HTH will provide at least one (1) benefits presentation with an opportunity for Unit Members to ask questions, live in-person or virtually, for HTEC Classified Unit members during work time.

3.9 Flexible Spending Accounts

HTH will offer a Flexible Spending Account that includes both health care and dependent care.

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ARTICLE 4: HOURS OF EMPLOYMENT

4.1 Initial Employment

Upon initial employment, and upon any subsequent changes in classification, each HTEC Classified Unit member shall receive a copy of the applicable job description, a specification of the hourly rates applicable to their position.

4.2 Workday and Workweek

4.2.1 Full Time Employees Standard Work Hours

The standard workday for full-time HTEC Classified Unit members shall be eight (8) hours excluding a 30-minute lunch period. The work week for full-time unit members shall be forty (40) hours per week.

4.2.1.1 The workweek begins at 12:00 a.m. (midnight) on Monday and ends at 11:59 p.m. on the following Sunday.

4.2.1.2 An HTEC Classified Unit member's standard work schedule shall not exceed five (5) consecutive days, eight (8) hours per day, nor more than forty (40) hours per week.

4.2.1.2.1 This does not preclude the extension of the workweek or the workday on an overtime basis. Overtime may be assigned to unit members by mutual agreement, except in cases of emergency or where there is a risk to student safety or building security.

4.2.2 Extension or Alteration of Work Week

This Article shall not restrict HTH from extending or altering the workday or workweek when such is necessary in order to carry on the business of HTH.

4.2.3 Overtime Defined

Overtime is defined as management-authorized time worked in excess of 8 hours per day or 40 hours per week or other state-defined regulations.

4.2.4 Part-Time Employees Work Hours and Workdays

The start and end work times for part-time HTEC Classified Unit members shall be based upon the needs of the school or department and approved by the school Director or the direct supervisor.

4.3 Attendance

Absences, Tardies, No-Calls/No-Shows, Unexcused Absences

HTEC Classified Unit members are expected to be at work on time as scheduled and to work through the end of their scheduled shift except in the case of an emergency, which will be communicated to the unit member's supervisor. Unit members are also expected to notify their supervisor as early as possible, prior to their work shift, if they expect to be absent or tardy for work or leave work early. Unit members who are absent without just cause for

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three consecutive days and have not contacted their supervisor will be assumed to have voluntarily resigned from their employment (job abandonment) as of their third day missed, unless otherwise prohibited by applicable law.

4.4 Timekeeping

All HTEC Classified nonexempt unit members must accurately record all hours worked using the School's timekeeping system. HTH's timekeeping system shall record Unit member's time to actual non-rounded time. All non-exempt unit members must clock in and out whenever they begin, cease, or resume working during the course of a workday including at the beginning and end of meal periods but excluding paid rest breaks. All non-exempt unit members will be compensated based on actual time worked.

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ARTICLE 5: EVALUATIONS AND PROFESSIONAL DEVELOPMENT

5.1 Evaluations

5.1.1 The HTEC Classified Unit member will be evaluated on goal setting, review of results of prior goals (accomplishments and deficiencies), and feedback pertaining to performance specific to the duties and expectations of the HTEC Classified Unit member's position. Additionally, feedback may be provided regarding communication, collaboration, reliability, work quality, problem-solving, and/or timeliness.

5.1.2 Evaluations will include but not be limited to implementation of HTH's core values, design principles, and culture.

5.1.3 Evaluations will be based on the position(s) held by the Unit member at the time of the evaluation.

5.2 Evaluation Frequency and Timeline

5.2.1 Evaluations will be provided based on the timelines set forth in this paragraph.

5.2.1.1 Introductory members will be evaluated at minimum once during the Introductory Period. Established members will be evaluated at minimum once every three years.

5.2.2 HTH reserves the right to informally evaluate and provide feedback to an HTEC Classified Unit member at any time, or on an ongoing or continuous basis.

5.3 Evaluator

The HTEC Classified Unit member's assigned supervisor or designee will perform the evaluation, which may include input from the School Director where a unit member is assigned to a school and provided the School Director is familiar with the unit member's work.

5.4 Acknowledgement and Receipt

5.4.1 HTH will provide the HTEC Classified Unit member with an electronic copy of the written evaluation.

5.4.2 HTH evaluator and HTEC Classified Unit member will both electronically sign a copy of the evaluation.

5.4.2.1 The HTEC Classified Unit member's signature does not indicate agreement with the information contained in the evaluation, but confirms receipt of the detailed evaluation.

5.5 Response

5.5.1 The HTEC Classified Unit member may, within ten (10) calendar days, submit written comments which shall be attached to such material and become a

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permanent part of the document.

5.5.2 Within the time period set forth in 5.5.1, HTH evaluator or HTEC Classified Unit member may request to meet to discuss the response to the evaluation.

5.6 Growth Plans

5.6.1 Growth Plans may be offered to Established Members as described in section 10.4.2 of the Employment Status Article.

5.6.2 If HTH believes that an HTEC Classified Introductory Member has performance deficiencies, HTH may develop a Growth Plan. HTH retains the right to discipline or terminate at-will employment with or without a Growth Plan as per section 10.3.1 of the Employment Status Article.

5.7 Training and Professional Development

5.7.1 HTEC Classified Unit members shall be provided training (formal and/or informal) related to the duties of their job.

5.7.2 HTH may make professional development available to HTEC Classified Unit members.

5.8 Personnel Files

5.8.1 No more than once per year, materials in a HTEC Classified Unit member's personnel file(s) are to be made available for the unit member's review upon request, at a mutually agreed-upon time. Unit members shall have the right to receive copies of any items in their personnel file as provided by law, however, the unit member may be required to pay for the actual costs of copying.

5.8.2 The HTEC Classified Unit member may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator responsible for safeguarding these. A representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

5.8.3 The material which may be reviewed shall not include ratings, reports, or records that were obtained prior to the unit member's employment.

5.9 Grievance

HTEC Classified Unit member evaluations may be grieved only as to violations of the process.

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ARTICLE 6: GRIEVANCE PROCEDURE

6.1 Definitions

6.1.1 A "grievance" is a claim by one or more HTEC Classified unit members or HTEC that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

6.1.2 The "grievant" is the unit member, unit members, or HTEC making the claim.

6.1.3 A "workday" is any day the grievant is scheduled to work and HTH is open for business.

6.2 Rights of Representation

6.2.1 A grievant may be represented at all stages of the grievance process by an HTEC representative(s).

6.2.2 HTH may be represented at all stages of the grievance process by an additional representative(s).

6.3 No Retaliation

6.3.1 No retaliation of any kind shall be taken by any member or representative of the administration or the HTH Board against any grievant, any party in interest, any HTEC Classified Unit member, HTEC, or any other participant in the grievance procedure by reason of such participation.

6.3.2 No retaliation of any kind shall be taken by any member or representative of HTEC against any party in interest, any HTEC Classified Unit member, any HTH employee or any other participant in the grievance process by reason of such participation including any member or representative of HTH administration or the HTH Board.

6.4 Procedures

6.4.1 Level One: Informal Resolution

Every effort should be made to resolve the grievance between the grievant and the supervisor involved. The grievant must state that it is a Level One grievance, identify the occurrence or omission giving rise to the grievance in writing and request a meeting with the supervisor within fifteen (15) workdays of the occurrence or omission which caused the grievance. The Level One meeting shall take place within five (5) workdays of the request unless mutually agreed otherwise by the parties.

6.4.2 Level Two: Site Director/Department Director

If the grievance is not resolved at Level One, the grievant or representative shall submit the grievance to the supervisor, as appropriate, in writing using the approved grievance form (Appendix A) within five (5) workdays from the Level One meeting, detailing the article or articles of this Agreement allegedly violated, describing all

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relevant facts, identifying all witnesses, and providing any supporting documents or materials that are known at the time. A conference shall take place within five (5) workdays of submission of the grievance form unless the parties mutually agree otherwise. A written response shall be returned by the Site Director or Department Director within five (5) workdays of the Level Two conference.

6.4.3 Level Three: Chief Operations Officer

If the grievance is not resolved at Level Two, then the grievant or representative shall submit the grievance form and all accompanying documentation and materials, including the Site Director/Department Director's Level Two response, to the Chief Operations Officer or designee within five (5) workdays of the return of the written response by the Site Director/Department Director. Upon receipt of a grievance, the Chief Operations Officer or designee shall schedule and conduct a Level Three conference to be held within ten (10) workdays unless the parties mutually agree otherwise. A written response shall be returned by the Chief Operations Officer or designee within ten (10) workdays of the Level Three conference.

6.4.4 Level Four: Mediation

If the grievance is not resolved with the grievant at Level Three, within ten (10) workdays from the date of the Level Three response, the parties may mutually agree to request that a conciliator/mediator from the State Mediation and Conciliation Service or any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance. If an agreement is reached in mediation, the agreement shall be reduced to writing and shall be signed by the parties.

6.4.5 Level Five: Arbitration

6.4.5.1 In the event that the parties have not resolved a grievance regarding at Level Three or Level Four (as applicable), the grievance shall proceed to binding arbitration governed by the following steps:

6.4.5.2 The parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Services within ten (10) workdays from the date of the Level Four mediation/mutual agreement. Upon receiving the list, each party shall alternatively strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be by lot. The process of striking names shall be completed within five (5) workdays of receipt of the list.

6.4.5.3 The parties shall, at least ten (10) workdays prior to the first hearing date, exchange lists of their intended witnesses and exhibits with the exception of impeachment exhibits.

6.4.5.4 The jurisdiction and authority of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the Agreement at issue between the parties. The arbitrator shall consider only those issues raised by the

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parties. The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

6.4.5.5 The decision of the arbitrator shall be submitted to HTEC and the HTH Board and will be final and binding upon the parties.

6.5 Costs

All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by HTH and HTEC. Upon mutual agreement, a qualified court reporter shall be employed to record verbatim the hearing. Without mutual agreement, either party may employ and compensate such a reporter. All other costs, except for release time for the grievant(s), HTEC representative(s), and witnesses, shall be borne by the party incurring them.

6.6 Miscellaneous

6.6.1 When it is necessary for a representative designated by the HTEC Classified Unit to investigate a grievance or attend a grievance meeting or hearing during the day, they shall be provided reasonable release without loss of pay in order to permit participation in the foregoing activities. Unit members shall notify their respective director or supervisor when they are taking leave pursuant to this article. Any HTEC Classified Unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

6.6.2 Any timelines provided herein may be extended by mutual written agreement of the parties.

6.6.3 If a HTEC Classified Unit member fails to meet the timeline specified in the grievance process, the grievance shall be waived.

6.6.4 If HTH does not respond within the limits set forth at any step of the procedure, the grievant may advance to the next step within the limits specified at each step of the Grievance Procedure.

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Appendix B: Grievance Form

High Tech High

Grievant Name: **Date Filed:**

School: **Job Title:**

Name of Designated Representative:

Date of the occurrence or omission giving rise to the grievance:

Date of Level One meeting with the immediate supervisor:

Alleged contract violation(s) identifying specific contract sections:

Identify the occurrence or omission giving rise to the grievance. Describe the specific grounds for your grievance (including dates, names, ad places necessary for complete understanding). Attach copies of relevant documents.

Remedy Sought:

Grievant Signature: _____ Date:_____

Date received by Director/Supervisor: _____ Rcvd. By: _____

Date Level Two conference held:

Level Two response to grievance (To be filled out by Director/Supervisor):

Director's/Supervisor's Signature: _____ Date: _____

I hereby appeal this grievance to Level Three (Chief Operations Officer)

Grievant's Signature(s) _____ Date: _____

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ARTICLE 7: SAFETY

7.1 Written Report on Unsafe Conditions

7.1.1 As provided by applicable law, HTEC Classified Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.

7.1.2 Each HTEC Classified Unit member shall be required to immediately report to their site director or designee any unsafe or hazardous conditions that may have a detrimental impact on the health, safety, or well-being of students, employees or other persons. The unit member shall submit a written report of the unsafe or hazardous condition to their site director or designee within one (1) workday thereafter.

7.1.3 Within five (5) work days, HTH will review the report and will confirm receipt of the report to the unit member. HTH shall notify the reporting HTEC Classified Unit member within fifteen (15) work days of its findings, including whether an unsafe or hazardous condition exists, and, if applicable, a plan and timeline to rectify the issue, and reporting to the appropriate third party.

7.1.4 If the member finds the determination and/or rectification unsatisfactory, the member reserves the right to file a grievance. The grievance shall not be filed until the process outlined in 7.1.2 and 7.1.3 has been completed.

7.2 Report of Assault

7.2.1 HTEC Classified Unit members shall immediately report any incident of alleged assault suffered by them in connection with their employment to their site director or designee. The site director shall release the unit member from duty if they choose to make a statement to the police or if they are required to appear in court in connection with the incident of alleged assault. The site director or designee shall notify the appropriate administrator within one (1) workday thereafter. After notification, the administration or designee shall begin an investigation within two (2) workdays.

7.2.2 HTH shall promptly notify the HTEC Unit member of any known work-related threat against the unit member.

7.3 General Safety

7.3.1 HTH shall provide HTEC Classified Unit members with appropriate safety equipment, including, but not limited to, safety glasses/goggles, shields, hardhats, hearing protection, and gloves, where applicable. Upon provision, HTEC Unit members are required to use the equipment provided. HTEC Unit members are required to return reusable equipment when no longer needed.

7.3.2 HTEC Unit members are expected to appear for work wearing the appropriate clothing and footwear necessary for their position.

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7.3.3 Use of personal electronic devices, including earbuds or headphones, must not interfere with the performance of job duties, supervision of students, or the ability to respond to directions, safety concerns, or emergencies.

7.3.4 HTEC Classified Unit members whose duties include working with hazardous chemicals, hazardous biological materials, pest control, or any other hazardous material shall be provided with appropriate safety training and guidance for safely completing their required duties.

7.3.5 HTEC Classified Unit members who work outdoors or in non-air-conditioned spaces shall be provided with access to:

7.3.5.1 Drinking water

7.3.5.2 Shaded areas or other cool zones during rest periods

7.3.6 HTEC Classified Unit members shall have properly working equipment necessary in order to safely complete their job duties.

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ARTICLE 8: ORGANIZATIONAL SECURITY

8.1 Dues Deductions

Any unit member who is a member of the HTEC Classified Unit, or who applies for membership, may sign and deliver to HTEC an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by HTEC. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, HTH shall deduct an amount of such dues from the pay warrant of the HTEC Classified Unit member each pay period divided equally by the number of pay periods in each fiscal year for that unit member. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement.

8.2 Payment of Monies

With respect to all membership dues deducted by HTH pursuant to this Article, HTH agrees to remit such monies, accompanied by an alphabetical list of the amount deducted per unit member, to HTEC by the last day of the following month.

8.3 Provision of Information

HTH will provide HTEC with an alphabetical list in a sortable electronic format of all HTEC Classified Unit members showing their names, school site, home addresses, work and home telephone numbers, job titles, and FTE status on a quarterly basis on or before October 16, January 16, April 16 and July 16, and HTH will provide this information to HTEC for any new employees within thirty (30) days of hire. The provision of such information shall fulfill HTH's obligations under California Government Code section 3558, except that HTH shall not be subject to any civil penalty under that section.

8.4 Public Employment Relations Board (PERB) Regulations

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

8.5 Hold Harmless

HTEC agrees to indemnify, defend, and save harmless HTH, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by HTEC, and not to grievances or other disputes between the school and HTEC involving the interpretation or implementation of these provisions. HTEC shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, HTEC shall be required to inform and consult with HTH. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against HTH, HTH shall inform HTEC and provide HTEC with copies of any documents received as a result of the legal action. Upon request, HTH shall provide HTEC's legal counsel with non-privileged documents and information reasonably related to providing a defense.

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8.6 Miscellaneous

8.6.1 HTH shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than thirty (30) days after submission of the form to HTH by HTEC.

8.6.2 HTH will not be responsible to either HTEC or the unit member for deductions withheld from a unit member's pay and transmitted to HTEC pursuant to a signed form submitted to HTH by HTEC.

8.6.3 HTEC agrees to furnish any information needed by HTH to fulfill the provisions of this Article.

8.6.4 In accordance with California Education Code 45168(a)(6), HTH shall refer all requests for changes in membership to HTEC.

8.7 Revocation of Membership

Members of the HTEC Classified Unit may act at any time to revoke their membership by providing written notice of withdrawal to the HTEC. HTH will not be responsible for terminating deductions unless and until notified by HTEC pursuant to Article 8.6.1. The unit member will be required to seek such reimbursement from HTEC.

8.8 Non-Interference

HTH and HTEC further agree not to interfere with the unit member's choice if they join or refrain from joining the HTEC Classified Unit.

8.9 New Employee Orientations

HTH shall provide written notice of the date, time and location of new employee orientation, if any, by electronic mail, to the HTEC Classified Unit president and vice president no later than twenty-one (21) calendar days in advance of the annual program. HTEC shall be provided thirty (30) minutes of uninterrupted time on the new employee orientation agenda to communicate with bargaining unit members. In addition, HTEC representatives may also meet with HTEC Classified Unit members attending new employee orientation during any duty-free lunch or rest period. HTEC will have access to HTH audio visual equipment for HTEC presentations.

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ARTICLE 9: ASSIGNMENTS AND TRANSFERS

9.1 Definitions

9.1.1 An "Assignment" is the placement of a HTEC Classified Unit member in a content area, grade level(s), and/or position within a job classification for which they are appropriately qualified.

9.1.2 A "Transfer" is a move from one High Tech school and/or work location to another. The transfer may involve a change in job classification, subject area or grade level as long as the move involves a change of school and/or work location.

9.1.3 A "Vacancy" is any position that does not have a HTEC Classified Unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit. HTH has sole discretion to determine when a vacancy exists.

9.2 Assignments and Transfer Requests

9.2.1 HTH shall make available a preferences form for HTEC Classified Unit members to indicate their Assignment preferences and Transfer requests for the next school year no later than March 1. Unit members must fill out and submit their preferences form by March 15 in order to have their preferences considered for the next school year. HTH may require HTEC Classified Unit members to participate in meetings for the purpose of determining Assignments.

9.2.2 A change to an Assignment is a change in job classification, subject area or grade level and is within the same school. Changes in assignment can be requested by the unit member or made by HTH based on operational needs.

9.2.3 Absent emergency circumstances, returning HTEC Classified Unit members shall be notified of their assignments for the next school year on or before the Classified Unit member's last scheduled work day of the current school year. If a site director or supervisor assigns a unit member to a position that differs from either the unit member's stated preference under 9.2.1 or their previous year's assignment, the site director or supervisor shall meet with the unit member to explain the decision.

9.3 Transfers Due to Vacancy

9.3.1 A HTEC Classified Unit member may apply for a transfer to a position for which a vacancy exists.

9.3.2 If the HTEC Classified Unit member is not hired into the vacancy to which they applied, the unit member may request in writing a reason for the decision. The written response shall be provided within ten (10) work days of the request.

9.4 Vacancies

9.4.1 When appropriate, vacancies shall be published/posted on the HTH website as they become available. The job posting shall contain:

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9.4.1.1 A closing date, if any

9.4.1.2 A job description

9.4.1.3 Minimum qualifications necessary to meet the requirements of the position

9.4.2 The following criteria shall be taken into consideration at the sole discretion of HTH when filling vacancies :

9.4.2.1 Appropriate Qualifications

9.4.2.2 Experience in assignment

9.4.2.3 Performance

9.5 Temporary Transfers due to Vacancy

9.5.1 HTEC Classified Unit members may be temporarily transferred to fulfill organizational needs or requirements.

9.5.2 HTEC Classified Unit members who volunteer will be given first consideration in the event of a Temporary Transfer.

9.5.2.1 In the event there are no unit member volunteers available for a particular vacancy, HTH retains and does not waive its managerial discretion to assign work to unit members and fill positions, or not, including making temporary transfers to address a vacancy.

9.5.3 HTEC Classified Unit members who are temporarily transferred shall receive mileage reimbursement consistent with Article 2.7.

9.5.4 A temporary transfer shall not result in the loss of compensation or benefits to the HTEC Classified Unit member.

9.6 Transfers due to personnel matters or legal obligations and/or concerns

9.6.1 Notwithstanding any other provision of this Article, HTH retains and does not waive its managerial discretion to assign work to HTEC Classified Unit members and fill positions, or not, including making transfers to address a violation of policy, a personnel matter, or a potential or actual legal concern. HTH will meet with the unit member who is being transferred pursuant to this article.

9.6.2 Nothing in this section shall preclude HTH from transferring a HTEC Classified Unit member in order to fulfill any obligations or requirements under state or federal law.

9.7 Grievance process

This Article shall be subject to the Grievance Process only to the extent that the steps set forth herein were not followed.

ARTICLE 10: EMPLOYMENT STATUS

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10.1 Discipline and Dismissal

All HTEC Classified Unit members shall only be disciplined and/or dismissed as outlined in Article 22.2(Discipline), with exceptions for Introductory Unit Members as listed below in Article 10.3 and Established Unit Members as listed in Article 10.4.

10.2 Definitions

10.2.1 Introductory Period is the first twelve (12) months of service at HTH.

10.2.2 Introductory Unit Member is a HTEC Classified Unit member in the Introductory Period.

10.2.3 Established Unit Member is a HTEC Classified Unit member who has completed the Introductory Period.

10.3 Introductory Unit Members

10.3.1 During the Introductory Period, HTEC Classified Unit members shall be employed at-will. They may be released from employment at any time without a statement of reasons.

10.3.2 HTEC Classified Unit members who have completed their Introductory Period, who have not been provided a notice of non-renewal or a notice of no reasonable assurance, shall advance to Established Unit Member status at the beginning of the following school year upon completion of the criteria outlined in Article 10.2.1.

10.3.3 Exempt Introductory unit members: Notice of renewal or nonrenewal of employment for the following school year during the Introductory Period shall be provided no later than April 30.

10.3.4 Non-Exempt Introductory unit members: Notice of reasonable or no reasonable assurance of employment for the following school year during the Introductory Period shall be provided no later than 30 days prior to the last day of the academic year or term.

10.4 Established Unit Members

10.4.1 Upon successful completion of the Introductory Period, a HTEC Classified Unit member will become an Established Unit Member. Established Unit Members have an expectation of continued employment, subject to the provisions of Article 16 (Discipline).

10.4.2 If HTH believes that an Established Unit Member has performance deficiencies, HTH may develop a Growth Plan. As a part of this Growth Plan, HTH shall offer to the member support and coaching that the member may choose to access to rectify deficiencies.

10.4.3 In the event that HTH concludes that an Established Unit Member shall be subject to discipline, the provisions in Article 16 (Discipline) shall apply.

10.4.4 This section does not prevent HTH from dismissing an Established Unit Member for

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egregious conduct, subject to the provisions of Article 16 (Discipline).

10.5 Notice

HTEC Classified Unit members who wish to leave their positions shall file a notice with their supervisor at least two (2) weeks before their desired end date.

ARTICLE 11: LAYOFFS

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11.1 Layoff of Bargaining Unit Members

11.1.1 Layoffs may occur at any time due to changes in student or operational needs, a decrease in student enrollment, lack of work, lack of funds, or school closure.

11.1.2 The decision to lay off, and the number of HTEC Classified Unit members who are to be laid off, rests solely with HTH and shall not be subject to negotiations nor to the filing of grievances.

11.1.3 HTH may utilize reassignments and/or transfers as needed to reduce the number of layoff notices issued.

11.1.4 Layoff shall occur on a department by department, campus by campus, and/or school by school basis. An HTEC Classified Unit member laid off by campus or by school shall not "bump" a unit member at another campus or school.

11.2 Criteria for Layoff

11.2.1 HTH shall determine the order of layoffs using the most recent evaluation status and presence or absence of documentation of poor job performance or unsatisfactory conduct.

11.2.2 When HTH determines that two or more employees possess substantially equal evaluation status, layoffs occur in the inverse order of HTH seniority (employees' full-time equivalent months of service). When two employees have the same number of full–time equivalent months of service, the employee who has the more recent date of hire is laid off first.

11.2.3 Permissible Deviations from Order of Layoff and Reemployment

11.2.3.1 Notwithstanding any other provision of this Article, HTH may deviate from the layoff priority score/order of layoff and/or from the order of reemployment for the following reasons:

11.2.3.1.1 HTH demonstrates a specific need for personnel with a specific skill, knowledge, or ability.

11.2.3.1.2 As required by HTH’s charter or as required by law.

11.3 Notice of Layoff

11.3.1 No less than seven (7) work days before providing written notice of layoff to HTEC Classified Unit members, HTH shall notify the Collective of the services to be laid off and the number of unit members to be reduced from those areas along with a list of all impacted unit members in those areas.

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11.3.2 HTEC Classified Unit members to be laid off shall be provided written notification of layoff at least thirty (30) calendar days in advance of the effective date of layoff. The notice shall be deemed complete when the unit member is personally served, when sent via electronic mail, or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with HTH.

11.4 Impacts and Effects

The impacts and effects of proposed layoffs shall be subject to negotiations between the HTEC Classified Unit and HTH. As soon as is reasonably possible after HTEC receives notice of a layoff pursuant to Article 11.3.1, the Parties shall meet and negotiate the impact and effect of such layoffs.

11.5 Reemployment

11.5.1 At the time of the layoff, Established Unit members who have been laid off may request to be placed on a reemployment list, for a period of eighteen (18) Months.

11.5.1.1 Established Unit members shall request to be placed on a reemployment list within 10 calendar days of the date of notice of layoff pursuant to Article 8.3.1 by sending an email to Human Resources (HR).

11.5.2 If and when a position in the bargaining unit opens, all laid-off employees on the reemployment list who were laid off from the job title of the newly opened position will be notified. The notification is to be made by email. Laid off employees on the reemployment list are responsible for notifying HTH of any changes in their email address, mailing address, and/or phone number.

11.5.3 Unit members who are notified of an open position shall have four (4) calendar days from the date of notice to respond that they are interested in the position. Unit members who do not respond to this notice or who respond that they are not interested in the open position(s) shall be removed from the reemployment list. If the number of interested unit members exceeds the number of open positions in the bargaining unit, the hiring order shall be in the reverse order of layoff.

11.5.4 A unit member reemployed from the reemployment list shall be placed in the Employment Status which they held at the time of layoff. Time spent on the reemployment list shall not be counted toward eligibility for Established Unit Member or for salary Step Advancement.

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ARTICLE 12: LEAVES

12.1 Sick Leave

12.1.1 Accrual of Sick Leave

HTEC Classified Unit members shall accrue one (1) hour of paid sick leave for every twenty-five (25) hours worked, not to exceed a total of eighty (80) hours of accrued sick leave in a fiscal year (July 1 through June 30). Accrued sick leave may carry over from year to year.

12.1.2 Reinstatement of Sick Leave

All HTEC Classified Unit members who separate from employment and are rehired within one (1) year shall have their sick leave balance from their last date of employment reinstated, except as allowable under Section 12.1.8.

12.1.3 Use of Sick Leave

Sick leave may be used only for the reasons provided by applicable law or as delineated in this article. Abuse of sick leave may be grounds for discipline. Sick leave may not be used to extend a vacation.

12.1.4 No Pay in Lieu of Sick Leave

No HTEC Classified Unit member may receive pay in lieu of sick leave. Sick leave will not be paid out upon termination.

12.1.5 Advance of Sick Leave

HTEC Classified Unit members may receive advance credit for the use of up to two (2) days of sick leave with approval from their supervisor.

12.1.6 Verification of Sick Leave

HTH retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability if abuse of sick leave is suspected, after 40 hours of sick leave have been used during the school year. HTEC Classified Unit members may be denied the right to use accrued sick leave hours in excess of 40 hours per school year if they fail to provide HTH with a satisfactory verification in a timely manner, generally defined as within ten (10) workdays of the date of the request. This may result in the unit member's time off being unpaid.

12.1.7 Notification of Absence

HTEC Classified Unit members must provide reasonable advance written notice of the need to use paid sick leave if foreseeable. If the need for sick leave is not foreseeable, unit members must provide notice as soon as is practicable, prior to the start of any work shift. Notice should be provided according to HTH's normal practices.

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12.1.8 Transfer of Unused Sick Leave

Any sick days accumulated but unused will be transferred, if applicable and to the extent permitted by law, to a subsequent public school employer or state pension system upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.

12.2 Personal Business

12.2.1 HTEC Classified Unit members who do not accrue vacation time under Article 12.3 are eligible for Personal Business leave using accumulated sick time.

12.2.2 An eligible HTEC Classified Unit member may elect to use up to four (4) days of their accumulated sick leave in any school year for purposes of personal business. A day is defined as the unit member's regular work day (i.e., a 2 hour per day employee would be able to use 2 hours of accumulated sick leave for one (1) day of Personal Business.)

12.2.3 HTEC Classified Unit members must submit for personal business leave from their supervisor pursuant to this Article at least forty-eight (48) hours in advance when reasonably possible.

12.2.4 Personal business leave shall not be paid out upon termination of employment pursuant to Labor Code section 227.3.

12.3 Vacation Time

12.3.1 Eligible HTEC Classified Unit Members

Hourly HTEC Classified Unit members assigned to work a 12-month calendar (facilities staff members) shall accrue vacation time.

12.3.2 Accrual of Vacation Time

Eligible HTEC Classified Unit members shall accrue vacation time as described in the chart below based on full years of continued service. Vacation accrues on an as-worked basis, therefore, eligible HTEC Classified Unit members do not earn vacation during paid or unpaid leaves of absence.

Full years of continued service	Accrual rate
Year 0 (from hire date to first August 1)	1.67 hours per pay period worked
Year 1 (from August 1 forward)	1.67 hours per pay period worked
Year 3	3.335 hours per pay period worked
Year 5 and beyond	5 hours per pay period worked

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12.3.3 Maximum Accrual

Accrued vacation may carry over into the next calendar year up to a maximum cap of 180 hours. If at any time an eligible HTEC Classified Unit member's balance is 180 hours, the HTEC Classified Unit member will not accrue further vacation until the balance falls below the 180-hour maximum accrual.

12.3.4 Use of Vacation

Use of accrued vacation must be approved in advance by the eligible HTEC Classified Unit member's supervisor. Approval of vacation time usage is at the sole discretion of HTH. Vacation time must be used in increments of one (1) hour. If a holiday occurs during an eligible HTEC Classified Unit member's vacation period, holiday compensation will be paid for that day.

12.3.5 Notification of Absence

Eligible HTEC Classified Unit members must provide advance written notice to their supervisor of the desire to use accrued vacation. Notice must be provided at minimum 14 calendar days prior to the first day of utilization of the time off or as soon as is reasonably practicable. HTH reserves the right to deny the request within three (3) business days of submission of the request to the time keeping system, if it would impact the operation of the school.

12.3.6 No Pay in Lieu of Vacation Time

No eligible HTEC Classified Unit member may receive pay in lieu of vacation time.

12.3.7 Payout of Vacation Upon Termination.

Accrued vacation will be paid out upon termination.

12.3.8 No Advance of Vacation Time

Eligible HTEC Classified Unit members may not receive advanced credit for the use of vacation time.

12.4 Holiday Pay

12.4.1 Eligible Unit Members

Hourly HTEC Classified Unit members assigned to work a 12-month calendar (facilities staff members) shall be eligible for holiday pay. No other HTEC Classified Unit members shall be eligible for holiday pay.

12.4.2 Holiday Pay Compensation

Eligible HTEC Classified Unit members will receive time off with pay at their straight time rate on the HTH-observed holidays listed below. Holiday hours do not count as hours worked for purposes of calculating overtime. To qualify for holiday pay, the

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eligible HTEC Classified Unit member must be regularly scheduled **to** work the workdays before and after the holiday, unless otherwise authorized by HTH, except as allowable under Section 12.3.4.

12.4.3 Holidays Recognized by HTH

The following holiday**s** are recognized by HTH:
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

12.5 Bereavement Leave

HTH shall provide all HTEC Classified Unit members up to five (5) days bereavement leave annually, as outlined in 12.5., due to the death of an immediate family member. Immediate family members are defined to include a parent, spouse, domestic partner,-child, sibling, grandparent or grandchild. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the unit member stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. "Grandchild" means a child of the unit member's child. "Grandparent" means a parent of the unit member's parent. HTEC Classified Unit members must complete bereavement leave during the three months after the death of the person for whom leave is being taken. Additional bereavement leave may be taken if a unit member suffers more than one (1) such bereavement annually. HTH may, at its discretion, request documentation of the death in order to approve bereavement leave. If requested, the unit member must provide this documentation within thirty days of the first day of leave.

12.5.1 For full-time HTEC Classified Unit members, up to five (5) days of bereavement leave per school year will be paid. For part-time HTEC Classified Unit members, up to one (1) day of bereavement leave will be paid with the one (1) day calculated as the duration of the unit member's regularly scheduled work day, additional days up to the five (5) days will be unpaid.

12.6 Jury/Witness Duty Leave

12.6.1 All HTEC Classified Unit members who receive a notice of jury duty or who receive a subpoena or other court order to testify as a witness in court or a judicial

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proceeding must notify their supervisor as soon as possible and provide a copy of the official jury duty notice, subpoena or court order to the Human Resources Department.

12.6.2 Non-exempt HTEC Classified Unit members will have up to five (5) days of paid leave for jury duty. Exempt HTEC Classified Unit members will receive their regular salary unless they do not work any hours during the course of a workweek in which case they will have up to five (5) days of paid leave for jury duty. Eligible unit members must report for work whenever the court schedule permits.

Unit members may elect to use any accrued vacation or sick leave while serving on a jury or as a witness.

In the event that the unit member must serve as a witness within the course and scope of their employment with HTH, HTH will provide time off with pay.

12.7 Coordinated Leave Benefits

12.7.1 Eligibility

12.7.1.1 Full-time HTEC Classified Unit members who have been employed by HTH for at least ninety (90) days before the commencement of a qualifying leave of absence and who are eligible for the qualifying leave of absence will be eligible for Coordinated Leave Benefits.

12.7.1.2 Qualifying leaves of absence are:

12.7.1.2.1 Leave for a serious health condition of the HTEC Classified Unit member or a qualified family member under Family Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA").

12.7.1.2.2 Baby bonding leave for the HTEC Classified Unit member under FMLA or CFRA.

12.7.1.2.3 Leave for the HTEC Classified Unit member under the Pregnancy Disability Leave law.

12.7.1.3 To be eligible for Coordinated Leave Benefits, HTEC Classified Unit members must first apply for any and all paid leave supplement benefits to which they may be entitled from the California Employment Development Department ("EDD") consisting of Paid Family Leave ("PFL") or Supplemental Disability Insurance ("SDI").

12.7.2 Benefits

If approved for PFL and/or SDI, HTH provides eligible HTEC Classified Unit members up to a total of six (6) weeks of Coordinated Leave Benefits as set forth herein:

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12.7.2.1 If the unit member elects, HTH will subsidize a percentage of an eligible HTEC Classified Unit member's compensation as set forth in this section for a maximum of up to six (6) consecutive weeks (inclusive of school holidays) of coordinated pay per twelve (12) month period.

12.7.2.1.1 The twelve (12) month period is calculated on a looking backward basis from the date the leave commences.

12.7.2.1.2 For exempt HTEC Classified Unit members, HTH will initially pay thirty-five percent (35%) of the unit member's contracted base compensation based upon the unit member's regular work schedule for up to six (6) consecutive weeks.

12.7.2.1.3 For non-exempt HTEC Classified Unit members, HTH will pay thirty-five percent (35%) of the pay that the unit member would have received based upon the unit member's regular work schedule for the last six (6) weeks worked prior to the start of their leave, for a maximum of six (6) weeks (e.g., thirty-five percent [35%] of thirty [30] hours/workweek if this was the regular work schedule).

12.7.2.2 Upon receipt of a statement of benefits from EDD for either SDI or PFL, the HTEC Classified Unit member must immediately provide Human Resources with a copy of the statement. After receiving the copies of the EDD statement of benefits for the first six (6) weeks of the eligible unit member's qualifying leave, HTH will calculate the amount that the unit member would have earned if they had worked all of their scheduled workdays, including any workdays falling within the first six (6) consecutive weeks of the unit member's qualifying leave. The earnings will reflect the unit member's daily rate per workday times the number of workdays completed in the contract year. The difference (if any) between the unit member's regular gross earnings on the one hand, and the sum of the HTH pay issued to unit member and the EDD benefits on the other, will be paid to the unit member at this time.

12.7.2.3 For HTEC Classified Unit members who previously took a qualified leave in the past twelve (12) months, the total paid for HTH Coordinated Leave Benefits will be limited to no more than a total of six (6) weeks, including any prior paid HTH Coordinated Leave Benefits. If a eligible unit member's leave of absence is shorter than six (6) weeks, then the unit member will not be eligible to receive the full six (6) weeks of HTH Coordinated Leave Benefits.

12.7.2.4 HTEC Classified Unit members may be eligible under SDI and/or PFL for additional benefits beyond the six (6) week-cap that HTH will supplement.

12.7.3 This is a wage supplement benefit and does not create a right to time off or to a leave of absence.

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12.7.4 HTEC Classified Unit members may choose to exhaust their available paid sick leave prior to requesting Coordinated Leave Benefits or applying for benefits with the EDD. HTEC Classified Unit members who wish to exhaust their paid sick leave balances prior to receiving any HTH Coordinated Leave Benefits must notify Human Resources.

12.7.5 Coordinated Leave Benefits do not provide job protection or reinstatement rights.

12.8 <u>Other Leaves</u>

HTEC Classified Unit members shall be granted all other leaves afforded them under state and federal law.

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ARTICLE 13: NEGOTIATION PROCEDURES

13.1 Initial Proposals

No later than the regularly scheduled HTH Board meeting in January of the calendar year in which this Agreement expires, HTEC shall submit its initial proposal for a successor agreement. HTH shall submit its initial proposal for a successor agreement at the next regular HTH Board meeting, but no later than February 28 of the calendar year in which this Agreement expires.

13.2 Good Faith Negotiation

The parties shall meet and negotiate in good faith on a successor agreement beginning no later than the fifteenth (15th) day of the month following sunshining of HTH's initial proposal of the calendar year in which this Agreement expires unless otherwise mutually agreed by the parties. Any agreement reached between the parties shall be reduced to writing and signed by them.

13.3 Distribution of Ratified Agreement

Within forty-five (45) calendar days of ratification of the Agreement by both parties herein, HTH shall provide HTEC with a fully executed electronic copy of the Agreement for HTEC to distribute to their members. HTEC shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

13.4 Use of Technology

While the parties prefer to negotiate in person, the parties recognize and support the use of technology in negotiations when appropriate and mutually agreed to by the parties. The use of technology will not change the presumption that the parties' negotiations are intended to be closed and not open to the public or to unidentified persons.

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ARTICLE 14: COLLECTIVE RIGHTS

14.1 Communication

Consistent with legal requirements and HTH's existing policies including those concerning equipment, communications systems, and sign-in procedures, HTEC shall have the right to use HTEC Classified Unit member mailboxes, email and phones for communications to its members related to HTEC Classified Unit activities. Such communication shall not interfere with the instructional programs of HTH or the HTEC Classified Unit member's assigned duties.

14.2 Bulletin Board

HTEC shall have the right to post notices of activities and matters of concern to the HTEC Classified Unit on the HTEC bulletin board located in the copy room, staff lounge or another mutually agreed-to location at each school site.

14.3 Use of School Facilities

Consistent with legal requirements and subject to priority use by HTH, HTEC Classified Unit shall have access to HTH facilities and non-consumable equipment during non-work time for HTEC Classified Unit purposes. HTEC shall be responsible for reasonable costs relating to their use of HTH facilities and non-consumable equipment. HTEC shall follow the same process, restrictions and protocols as for all public uses of HTH facilities.

14.4 Collective Leave

In addition to leaves granted by the Educational Employment Relations Act (EERA), HTH shall provide a total of sixty-four (64) days of leave to be utilized by HTEC Classified Unit Representatives to attend meetings and/or conferences sponsored by HTEC away from school premises. The distribution of those sixty-four (64) days shall be determined by HTEC. No one employee will take more than four (4) days of this leave. HTEC Representatives who are eligible to and plan to take leave pursuant to this Article will provide their supervisor with at least five (5) days notice of their intent to take leave under this section. HTH may deny leave under this Section where the absence will adversely impact operations or where the HTEC Representative's absence will result in disruption to or cancellation of any student activities. HTEC shall pay for the cost of alternate coverage required during the times that this leave is utilized.

14.5 Notice of Collective Representatives

HTEC agrees to provide HTH's Chief Operations Officer with a list of HTEC Classified Unit representatives and their alternates, officially-designated HTEC representatives and their alternates, HTEC bargaining team members and their alternates, and board of directors' members by name and location as soon as possible following the commencement of the school year and any subsequent changes. Recognition and leave, as applicable, will be granted only to those persons whose names appear on the most recent official list supplied by HTEC. HTEC shall provide HTH's Chief Operations Officer with a schedule of meetings of HTEC representatives and board of directors by September 15 each year.

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ARTICLE 15: EFFECT OF AGREEMENT

15.1 Duration

This Agreement is entered into effective as of the date ratified by both parties and will remain in effect until June 30, 2029.

15.2 Savings and Separability

Should any provision of this Agreement or the application thereof be held or rendered illegal or unenforceable by operation of law or the final decision of a court or governmental agency of competent jurisdiction (such as, but not limited to, the Public Employment Relations Board), then such provisions or applications thereof shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

In the event that any provision of this Agreement or the application thereof is held or rendered illegal or unenforceable as set forth above, the parties agree to commence negotiations on the invalid provision or application within thirty (30) days upon the demand of either party.

15.3 Zipper

All matters within the scope of bargaining have been negotiated and agreed upon as set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between HTH and HTEC as to any matter which could have been negotiated.

15.4 Modification

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the parties. Upon ratification by HTH's Board of Directors and HTEC's members, any such changes, amendments, or supplemental agreements, shall be implemented. Nothing in this provision shall limit HTH's ability to act in the event of an emergency as set forth in this Agreement.

15.5 No Strike

It is agreed and understood that there will be no work stoppage or slow-down by the Union or by its officers, agents, or members during the term of this Agreement.

15.6 Assignment

This Agreement is assignable. HTH agrees that no merger, affiliation, change of affiliation, change of employer, or transfer of HTEC Classified Unit members shall occur without a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of the HTEC/HTH Agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of the HTEC/HTH Agreement.

15.7 Supremacy

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over any inconsistent practices and procedures by HTH to the extent permitted by law, and that in the absence of specific provisions in this Agreement, HTH's existing practices and procedures shall prevail.

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Any individual contract executed between HTH and a HTEC Classified Unit member shall be subject to and consistent with terms and conditions of this Agreement except as otherwise agreed upon in writing by HTH and HTEC.

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ARTICLE 16: DISCIPLINE

16.1 For Cause

Subject to those limitations specified in Article 10, HTEC Classified Unit members may be disciplined or dismissed only for cause, which shall include the use of progressive discipline procedures.

16.2 Progressive Discipline

16.2.1 Except in cases of egregious conduct, addressed in 16.2.3 below, the steps set forth below will be followed with respect to HTEC Classified Unit members whose performance and conduct warrants action by HTH. Progressive Discipline is not required, but can be used, for Introductory unit members at the discretion of the Introductory unit member's supervisor. Reasons for discipline include, but are not limited to, unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school's policies and procedures. Depending on the frequency and/or severity of the unit member's conduct, HTH may repeat one or more of the below steps.

16.2.1.1 Verbal Warning

While verbal warnings shall not be issued in writing, they may be confirmed in an email or other writing as long as the writing is not placed in the HTEC Classified Unit member's personnel file, and subsequent steps of written progressive discipline may refer to the issuance of a verbal warning. Verbal warnings are not subject to the grievance procedure.

16.2.1.2 Written Letter of Warning or Reprimand (maintained in the HTEC Classified Unit member's personnel file)

16.2.1.3 Dismissal

16.2.2 Nothing in this section shall prohibit HTH from placing a HTEC Classified Unit member on a Growth Plan.

16.2.3 Nothing in this section shall prohibit HTH from skipping a step of progressive discipline or dismissing a HTEC Classified Unit member from employment without following the steps set forth in Article 16.2.1 in instances of egregious conduct.

Egregious conduct is defined as:

(i) Conduct that affects or creates a risk to the safety of students, staff, or visitors; or
(ii) Involves the theft or destruction of HTH property; or
(iii) Intentional misrepresentation during investigations; or
(iv) Falsification of records

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16.3 <u>For Cause Dismissal Process for Established Unit Members</u>

16.3.1 For cause dismissal shall be initiated in writing by the HTEC Classified Unit member's school Director or supervising Director by providing Notice of Dismissal ("Notice") and serving such Notice upon the unit member in person, by email or by certified mail. The Notice shall contain a statement of the factual basis upon which dismissal is based and any rule or regulation alleged to have been violated. The unit member shall also be given a copy of any documentary materials upon which such action is based.

16.3.2 A meeting shall be scheduled within five (5) days of the Notice being served on the HTEC Classified Unit member at which the unit member may respond to the Notice. The unit member's response may include the unit member's own statement, either oral or in writing, and any relevant documents, including written witness statements. The meeting shall consist of the school or supervising Director, a representative of HTH's Human Resources Department, the unit member and, at the unit member's option, a union representative. Within five (5) days of this meeting, the school or supervising Director shall serve a written decision on the unit member in person, by email or by certified mail whether the Notice is being affirmed, modified or reversed ("Decision"). If the unit member does not attend the meeting, the dismissal shall be effective immediately and the unit member shall not have the opportunity to appeal.

16.3.3 The HTEC Classified Unit member may appeal the Decision by providing written notice to HTH's Director of Human Resources or other designee within five (5) days from service of the Decision on the unit member. The unit member's appeal shall be heard by a panel made up of three (3) members ("Panel").

16.3.3.1 The Panel shall consist of one (1) representative appointed by HTEC, HTH's CEO or designee, and an arbitrator from the American Arbitration Association ("AAA") mutually agreed upon by the parties.

16.3.3.1.1 HTEC shall appoint a primary representative and two alternates at the commencement of each academic year to serve on the Panel in the event the need arises and shall inform HTH of the representative's identity within five (5) days of such appointment. The alternate shall serve in the event the appeal to the Panel involves the primary representative or the primary representative is otherwise unable to serve. In the event that a primary representative or alternate is a bargaining unit member who leaves the unit, the Collective shall appoint a replacement within ten (10) workdays of the unit member's departure and shall notify HTH within five (5) workdays of such appointment. If HTEC fails to meet the timelines set forth in this article, HTH may veto any such appointment.

16.3.3.2 Both the HTEC Classified Unit member and the school Director or supervising Director will be entitled to make a presentation and present

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evidence, including written witness statements, in a closed meeting within ten (10) days from the date when the AAA representative is selected, unless the AAA representative is unavailable or the parties mutually agree otherwise. The location of the Panel meeting shall be subject to the mutual agreement of the parties.

16.3.3.2.1 The panel may request live witness testimony in addition to a written witness statement if a majority of the Panel determines that it would be useful.

16.3.3.3 Within ten (10) work days from the Panel meeting, the Panel will issue a written majority decision affirming, modifying or reversing the Decision ("Panel Decision"). The Panel Decision will be final and not grievable.

16.3.3.4 All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by HTH and the Collective. Upon mutual agreement, a qualified court reporter shall be employed to record verbatim the hearing. Without mutual agreement, either party may employ and compensate such a reporter. All other costs, except for release time for the grievant(s), Collective representative(s), and witnesses, shall be borne by the party incurring them.

16.3.4 Appealing a dismissal to the Panel does not delay the imposition of the dismissal.

16.4 <u>Grounds for Discipline</u>

Grounds for discipline pursuant to this Article shall include, but not be limited to, the following:

16.4.1 Fighting, violence, or engaging in conduct that is disrespectful, intimidating or retaliatory under any of the following circumstances: while on HTH premises, while performing HTH work, or while attending HTH-sponsored events.

16.4.2 Inappropriate physical contact with a student or students including but not limited to corporal punishment, tugging or pulling on clothing or backpacks, shoving, pushing, pulling or grabbing, throwing objects at students, or shoving objects into students. Inappropriate physical contact with an employee or guest.

16.4.3 Using profanity or disrespectful or intimidating language while on HTH premises, performing HTH work, or attending HTH-sponsored events.

16.4.4 Failing (after receiving coaching), refusing, or being unwilling to facilitate, support, or implement an instructional program that is aligned with HTH's design principles.

16.4.5 Engaging in conduct that is contrary to HTH's mission, practices, or culture.

16.4.6 Conduct that negatively impacts a student's relationship with HTH or the school community, including but not limited to instigating, manipulating, or encouraging HTH students to break school rules or violate the Code of Conduct.

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16.4.7 Grooming of HTH students, defined as any conduct or pattern of conduct directed toward a student that is intended to establish an inappropriate personal relationship, exploit a position of trust, authority, or influence, or manipulate a student for personal, romantic, sexual, or other improper purposes.

16.4.8 Immoral or unprofessional conduct that has an adverse effect on students, the workplace, or the educational environment, or that demonstrates unfitness to perform professional responsibilities or undermines the employee's ability to effectively serve in their role.

16.4.9 Conduct, including but not limited to, that which negatively impacts an employee or guest's relationship with HTH, or instigating, manipulating, or encouraging HTH employees or guests to break school rules or violate the Code of Conduct including conduct that has an adverse impact on the workplace or the educational environment.

16.4.10 Failing or refusing to support or enforce HTH's code of conduct for HTH students, employees, and guests that results in unsafe or disruptive behavior.

16.4.11 Falsifying or altering HTH records or student achievement data.

16.4.12 Divulging confidential or protected information.

16.4.12.1 including but not limited to student identifying information, student discipline, individual student data, student medical information, and/or student personal information without written permission from HTH.

16.4.12.2 including but not limited to employee identifying information, employee discipline, individual employee data, employee medical information, and/or employee personal information without written permission from HTH, except as such disclosure is protected by EERA and subject to written consent of the employee.

16.4.13 Unauthorized use of HTH property or supplies.

16.4.14 Unsatisfactory performance.

16.4.15 Failing to obtain or maintain necessary certifications or credentials.

16.4.16 Insubordination – refusing to perform a task or duty assigned or act in accordance with instructions provided by a HTEC Classified Unit member's supervisor or proper authority, or refusing to speak to supervisors or other employees.

16.4.17 Falsifying or concealing information on employment records, employment information, an employment application, time record, or other HTH record.

16.4.18 Willfully or maliciously making false or untruthful statements to HTH.

16.4.19 Theft or the deliberate or careless damage or destruction of HTH property, or the property of HTH 's employees or students or anyone on HTH property.

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16.4.20 Possessing weapons on HTH property at any time, while performing work for HTH, or while acting on behalf of HTH.

16.4.21 Possession of, being under the influence of, or using cannabis, products containing cannabis or CBD, e-cigarettes, vaping products, tobacco products, controlled substances unless prescribed for the HTEC Classified Unit member, illegal drugs, or alcohol on HTH grounds, while performing any professional duties, or when publicly representing HTH, such as at a professional conference.

16.4.22 Engaging in criminal conduct on HTH grounds, while performing HTH duties, or when publicly representing HTH.

16.4.23 Negligent conduct or willful misconduct leading to the endangerment or harm of an HTH student, employee, or guest.

16.4.24 Excessive tardies and absenteeism or being untruthful about the reasons for tardies and absenteeism except as permitted by law.

16.4.25 Possession of, sharing, viewing, or accessing pornographic, explicit, adult, or sexually suggestive images, or otherwise inappropriate content on HTH grounds or property, while working for HTH, or while acting on behalf of HTH.

16.4.26 Making statements or engaging in conduct that threatens the emotional safety or well-being of a student, employee, or guest by using profane, threatening, intimidating language or language that has a sexual connotation.

16.4.27 Verbal or physical conduct that leads to or is an attempt to foster an inappropriate emotional or physical relationship between the HTEC Classified Unit member and a student, employee, or guest.

16.4.28 Violation of any HTH policies, practices, or procedures.

16.5 Leave

HTH reserves the right to place a HTEC Classified Unit member on paid administrative leave at its discretion.

16.6 Placement of Derogatory Materials in Personnel Files

16.6.1 Derogatory materials shall not be entered into a HTEC Classified Unit member's personnel file(s) unless and until the unit member is notified and given an opportunity to review.

16.6.2 The HTEC Classified Unit member shall be given a copy of the material and shall acknowledge that the unit member has read such material by signing and dating the original record. It is understood that the unit member's signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

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16.6.3 The HTEC Classified Unit member may, within ten (10) calendar days, submit written comments which shall be attached to such material and become a permanent part of the document.

16.6.4 HTEC Classified Unit members shall be promptly notified in the event that HTH receives a request under the California Public Records Act or similar open government/public transparency law(s) for any records contained within their personnel file. Notification shall include the name of the person or entity requesting records, the date the request was received, the specific item(s) requested, and copies of all records being provided as a result of the request.

16.7 Grievance Process

This Article shall be subject to the Grievance Process only to the extent that the steps set forth in sections 16.2, 16.3 and/or 16.6 were not followed.

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ARTICLE 17: MANAGEMENT RIGHTS

17.1 Authority to Direct, Lead and Control

17.1.1 HTH retains all of its powers and authority to direct, lead and control its operations to the fullest extent of the law unless expressly limited or precluded by any provision of this Agreement.

17.1.2 To the extent not limited or precluded by any provisions of the Agreement, HTH has the power, right and authority to adopt policies, rules, regulations and practices in the exercise of its retained rights.

17.1.3 This Agreement will not be interpreted or enforced in a manner contrary to applicable laws or regulations or in a manner that will cause a violation or breach of the HTH charters, financial covenants, lease and facilities agreements or memoranda of understanding.

17.2 Emergency Rights

17.2.1 An emergency is defined as a natural disaster, a state of emergency declared by a governmental entity, financial emergency, or other unforeseen occurrence that would significantly impact the continued operation of HTH or the safety of its students or staff and that cannot be addressed by exercising any other provision of this Agreement.

17.2.2 HTH retains its right to take action in cases of emergency as defined in this article as necessary to ensure the continued operation of HTH or the safety of students or staff for a period not to exceed twenty-one (21) calendar days unless mutually extended by HTH and HTEC.

17.2.2.1 During an emergency, HTH will not unilaterally reduce or withhold HTEC Classified Unit members' pay and benefits or issue layoff notices outside of the process outlined in Article X: Layoffs and Reemployment.

17.2.3 As soon as is reasonably possible after HTH takes action, but no later than the expiration of the twenty-one (21) calendar day period referenced in Article 17.2.2, the Parties shall meet pursuant to this article to bargain the impacts and effects of any action taken by HTH. Such negotiations may include but not be limited to the duration and nature of any action taken by HTH. It is understood and agreed that in such emergency negotiations, the Parties will prioritize negotiations and make every reasonable effort to expedite negotiations.

17.2.4 Should HTH and HTEC not reach an agreement or an MOU within ten (10) calendar days of commencing bargaining, either Party may decide that the Parties need the assistance of a neutral third-party mediator. The Parties shall first agree to request that the Public Employment Relations Board ("PERB") appoint a mediator. If PERB declines to do so, the Parties must agree on a private mediator within two (2) calendar days. If the Parties cannot agree, the mediator will be selected by the closest American Arbitration Association (AAA) office. The cost of the mediator will be split equally between the Parties.

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ARTICLE 18: MISCELLANEOUS SUPPORTS FOR STAFF

18.1 State-Funded Before and After School Programs

18.1.1 Staff members with students in grades TK-6 shall follow staff to student ratios as defined by applicable law.

18.1.2 If a student has behavior challenges that may require additional support, the after school team will work closely with the site administration to determine the appropriate support(s) to be provided.

18.2 Occupational Therapists

18.2.1 Occupational Therapist workloads will be determined in the following method:

18.2.1.1 When an OT's caseload exceeds fifty-five (55) students for more than thirty (30) calendar days, excluding temporary fluctuations caused by enrollment changes, staff absences, or student transfers, the OT may notify their supervisor. Upon notification, the Special Education Administrator and the OT will review the caseload and consider appropriate adjustments, which may include reassignment of students, additional staffing support, contracting for services, or other reasonable measures.

18.2.1.2 One FTE will be assigned no more than 3 schools total and no more than 1 elementary school, with the exception of specialized programs (e.g. Special Day Classes). Support for specialized programs will be designated by High Tech High based on caseload at assigned sites.

18.2.1.3 Between 10-20% of the assignment can be used for general education intervention (e.g. 504 Plan support, MTSS)

18.2.1.4 HTEC Classified Unit members in the job family of Occupational Therapist shall have a designated space for OT services at each campus to allow for age-appropriate services as designed for in student IEPs. If due to operational needs the designated space may need to be changed to another location on the campus, then the supervisor will give the Unit member at least ten (10) work days notice of change of location.

18.3 Information Technology

HTH will strive to employ at least five (5) Information Technology unit members across our schools. Assignment of these unit members to each campus will be dependent on student numbers (ADA) and employee numbers at each site.

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18.4 Facilities Staff

18.4.1 HTH will strive to employ at least one Day Porter and one Maintenance Tech at each of our North County, Chula Vista and Mesa campuses. HTH will strive to employ at least two Day Porters and two Maintenance Techs at our Pt Loma campus.

18.4.2 HTH will strive to employ at least one custodian at each school.

18.4.3 Facilities staff members (Director of Facilities, Facilities Manager and campus wide facilities staff) will collaboratively develop coverage plans at each campus for absent unit members. These coverage plans will be accessible to all facilities staff members.

18.5 Emergent Multilingual Learner (EML) Coordinators

The EML Coordinators, School Director, and Director of Multilingual Learning, shall collaborate, as needed, to review anticipated assessment administration, student support, necessary operational supports, and scheduling needs during the school year. Assessment dates shall be included on the school's internal calendar.

18.6 A unit member shall not be eligible to file a grievance for an alleged violation of this article until they have notified their respective supervisor of a potential violation of this article and given the supervisor an opportunity to resolve the alleged violation.