District Proposal Article 7 Hours of Employment

7.17 Agriculture Teachers shall work a 225 day work year. Agricultural Teachers shall submit their work year calendar to their administrator for approval on or before June 30th of the prior year. Agricultural teachers are expected to be present for their full contractual workday on all student days. The calendar may be changed by mutual written consent.

Approved activities for the extended work year shall include but are not limited to agricultural facility upkeep, general agricultural maintenance, business partner relations, animal care, student supervision on field trips (competitions, conferences, and fairs), Future Farmers of America (FFA) events, farm workdays, and farm management. These duties will occur during a professional work day, a Working Day of no fixed length and being as long as to permit all scheduled work to be completed.

The District proposes to eliminate the Agriculture Service Provider stipend currently outlined in Appendix C-2 as a result of the extended work year and replace it with a California Department of Education (CDE) recognized Career Technical Student Organizations (CTSO) Advisor stipend as presented in C-2.

Derek Jindra, Ed.D.  Date  Tamara Jaimez  Date
Asst. Supt. of HR  Interim Lead Negotiator, HTA
March 17, 2023

Proposal from the Hemet Unified School District (HUSD) to the Hemet Teachers Association

ARTICLE 7: Hours of Employment

HUSD Proposes:

7.15.3.4 The District shall identify inclement weather or other emergency makeup days on the District’s School Year Calendar at the end of the school year in efforts to recoup lost instructional time and Unit Members work time. This may result in an adjustment to the grading window at the affected site(s). If the District is granted a state waiver of makeup for inclement weather or other emergency days, no makeup day shall be required:

[Signatures and dates]

Dr. Derek Indra
Assistant Superintendent

Date

Danelle Gheen
HTA Lead Negotiator

Date
8. ARTICLE 8: HEALTH AND WELFARE BENEFITS

8.1. The District shall assume the costs of the Health and Welfare Benefit Plan agreed to by the District and the Association for each full-time Unit Member covered by this agreement. The District shall contribute a pro-rata amount for part-time salaried Unit Members covered by this agreement. Part-time salaried Unit Members who desire to participate in the District's health and welfare benefit program shall pay the difference between the District's pro-rata contribution and the total cost of the plan on a monthly basis through employee payroll deductions.

8.1.1. The following health and welfare benefit plans shall remain in effect during the duration of this agreement: Medical, Prescription, Dental, Vision, Life Insurance and Voluntary Products. All health and welfare benefit plans shall be recommended by the Insurance Committee annually and referred to the HTA Executive Board.

8.1.2. Effective July 1, 2023 the maximum contribution for health benefits (the CAP) shall increase to $12,000 per Article 9.1.1.2.

8.1.3. An Insurance Committee shall be established, consisting of three (3) HTA representatives and one (1) predesignated alternate appointed by the HTA President and two (2) District representatives and one (1) predesignated alternate appointed by the Superintendent. The Insurance Committee shall meet at least quarterly and shall be responsible for the processes and responsibilities as outlined in Appendix I.

8.2. Effective July 1, 2023 Unit Members electing early retirement will be eligible to receive $6,000 per Article 9.1.1.3 credit towards the purchase of medical insurance provided to certificated Bargaining Unit Members who meet the following conditions:

8.2.1. Retirement must occur before the age of 65;

8.2.2. The Unit Member must be on the maximum step of the salary column to which they are assigned or any placement in column G.

8.2.3. Unit Member must be at least 55 years of age with 10 years of
service with the District or at least 50 years of age with 15 years of service with the District.

8.2.4. The District's contribution shall continue for 10 years or until the participant reaches the age of 65, whichever comes first.

8.3. An IRC 125 plan shall be established and made available to Unit Members for co-pay expenses and employee contribution toward health and welfare insurance benefit premiums.

Derek Jindra, Ed.D.  Date  
Asst. Supt. of HR  

Tamara Jaimez  Date  
Interim Lead Negotiator, HTA
ARTICLE 9: SALARIES

9.1.1: Effective July 1, 2023, The total compensation increase shall be 13%, broken out as follows:

9.1.1.1: All certificated bargaining unit salary schedules shall be increased by 12.03%.

9.1.1.2: 0.84% shall be applied to the health and welfare cap for all bargaining unit members, increasing the cap by $1,000 per year to $12,000 per Article 8.1.2. This increase shall be prorated for less than full-time unit members.

9.1.1.3: 0.13% shall be applied to Article 8.2, thus increasing the annual retiree health and welfare cap from $4,500 to $6,000.

9.1.2: All bargaining unit members in paid status as of July 1, 2023 shall receive a one-time payment equivalent to a 3.56% payment of their 2022-23 base salary retroactive to July 1, 2022. This shall be prorated for bargaining unit members who started after July 1, 2022.

9.1.3: Two (2) voluntary professional development days shall be added for the 2023-2024 year only for all Unit members to participate in District directed professional development. The Unit members in paid status at the time of the training shall participate and be compensated at their per diem rate. The Unit members shall submit a timecard for these workdays outside of their work year calendar by the 5th day of the month following the training. The District and the Association shall collaborate on the selection of these days.

An additional two (2) voluntary professional development days shall be added for the 2023-2024 year only for all Unit members who work in special education to participate in District directed professional development. The Unit members in paid status at the time of the training shall participate and be compensated at their per diem rate. The Unit members shall submit a timecard for these workdays outside of their work year calendar by the 5th day of the month following the training. The District and the Association shall collaborate on the selection of these days.

No leaves can be used in lieu of participation to receive compensation and no leave shall accrue on these days.

9.1.4: Effective July 1, 2024, all certificated salary schedules shall be increased by the funded statutory Cost of Living Adjustment (for 2024-2025 school year) actually received by the District (i.e. not deferred). This amount is currently estimated at 3.94% but is subject to change based on the enacted 2024-2025 state budget. If, during the 2024-2025 school year, the District is paid a portion of the Cost of Living Adjustment that was previously deferred, HTA shall receive an increase in the amount formerly deferred retroactive to July 1, 2024.
Should the Association desire to apply all or a portion of the increase to the cap, the Association shall notify the District, in writing, the amount the cap will increase by the close of business on March 15, 2024.

9.1.5: Two (2) voluntary professional development days shall be added for the 2024-2025 year only for all Unit members to participate in District directed professional development. The Unit members in paid status at the time of the training shall participate and be compensated at their per diem rate. The Unit members shall submit a timecard for these workdays outside of their work year calendar by the 5th day of the month following the training. The District and the Association shall collaborate on the selection of these days.

An additional two (2) voluntary professional development days shall be added for the 2024-2025 year only for all Unit members who work in special education to participate in District directed professional development. The Unit members in paid status at the time of the training shall participate and be compensated at their per diem rate. The Unit members shall submit a timecard for these workdays outside of their work year calendar by the 5th day of the month following the training. The District and the Association shall collaborate on the selection of these days.

No leaves can be used in lieu of participation to receive compensation and no leave shall accrue on these days.

9.4. Recognition of Previous Experience.
   9.4.1. At the time of employment a Certificated Bargaining Unit Member is placed on the salary schedule according to evidence of experience and training as submitted. For those employees hired on or after July 1, 2023 the District shall recognize all officially verified years of previous teaching experience (excluding service as a substitute), in California public schools or any other school system deemed to be the equivalent thereof by the District shall be given at initial placement on the schedule.

   9.4.2. Private School Experience. One year of credit for one year of experience is allowed for teaching in a private school institution approved by the District. In order to be counted, the service must be full time, equal to at least 75% of the number of days in instruction in the Hemet Unified School District and equivalent to the assignment being offered. The prospective employee shall contact his/her former employer to request that it provide the District with satisfactory proof of employment, length of service and the number of days each year for which he/she seeks credit. This provision will become effective July 1, 2001.

   9.4.3. Vocational Experience. Experience other than teaching may be allowed at the discretion of the Personnel Administrator for vocational teachers if the experience is related to the teaching assignment. This experience must have been within the last ten (10) years and is granted as one (1) year of credit for two (2) years of experience.
9.4.4. College Teaching Experience. If a prospective employee has taught at a college or university and the District deems the prior assignment to be equivalent to the assignment being offered, then the District may credit the prospective employee with a year of experience for salary placement purposes if the individual 1) taught for seventy-five percent (75%) of the school year; 2) possessed a valid California teaching credential or an out-of-state credential deemed equivalent by the District; 3) was employed the equivalent of a full-time position; and 4) submits proof satisfactory to the District of items 1-3.

9.4.5. Year of Service Defined. For purposes of Section 9.2 generally for service occurring before and including the 1983-84 school year, in order for the service to be counted as one year, the employee must have worked seventy-five percent (75%) of that school year. Employees working less than 75% but more than 50% of a school year shall advance one step for each two years of such service. Leaves of absence regardless of purpose, which were given by prior school districts or service as a substitute shall not count toward experience credit.

9.5. Salary Schedule Advancement.

9.5.1. Experience. Each Certificated Bargaining Unit Member is allowed one experience increment annually until the maximum on the individual's classification is reached. An increment is given when the year's service is completed. Employees working less than seventy-five percent (75%) but more than fifty percent (50%) of a school year shall advance one (1) step for each two (2) years of such service.

9.5.2. Course Work. To qualify for advancement to a higher salary classification, the following must apply:

9.5.2.1. Course work must be taken from an accredited institution.

9.5.2.2. Prior approval by the Superintendent or a designee shall be required for all course work taken by bargaining unit members for the purpose of column advancement on the District Salary Schedule.

9.5.2.3. Bargaining Unit Members with prior approval of course work [as in 9.3.2.1] must provide the District with official transcripts that show a grade “C” or better, or “pass” in a Pass/Fail system, or “Credit” in a Credit/No Credit system, earned in these courses.

9.5.2.4. Courses shall be of upper division or graduate standing. No lower division course will count toward advancement on the salary schedule, unless it is one necessary to meet requirements for a credential in an area of district need, or unless the course provides knowledge and skill in a language other than English that can be used in carrying out assigned duties and responsibilities.

9.5.2.5. Audit courses do not count towards advancement on the salary
schedule. Course work must be in a subject directly and specifically related to subjects taught within the district with prior approval by site administrator.

9.5.2.6. Course Work Approval. Requests for course work approval shall be submitted to the site administrator. Unit Members may submit requests for approval of entire programs (e.g., a Master's program or a program for a particular credential), and have the program approved in the same manner; however, such requests must list and have approved each course in the program.

9.5.2.7. Filing Credits. Unit Members may advance to the higher classification effective August 1, December 1, February 1 or May 1 of any school year, upon completion of the required course work and submission of the official transcript to the Personnel Office. This course work must have been completed outside the regular workday. The submission of the proper paperwork, including the official transcript, verifying completion is required. The proper paperwork must be filed by the first of August, December, February, or May to be reflected in the warrants for that pay period.

9.5.2.8. Unit Members may advance on the salary schedule if they are eligible on the first day of the new contract year or on December 1, February 1, May 1 of any school year.

9.5.2.9. Unit Members must complete the required semester units of credit for column advancement on the salary schedule. Upon completion of the required units, Unit Members may turn in official transcripts to the Personnel Office. This means that the Unit Member may accumulate (personally bank) the units of credit for future advancement upon acquiring the necessary years of comparable experience, provided all other criteria as outlined in this article have been met.

9.6. Longevity. Effective January 1, 2016, the requirements to attain advancement on Column F steps 16, 18, 20, and 22 shall be changed. These steps shall be received as longevity steps and require no additional course work. Effective January 1, 2016, the requirements to attain advancement on Column G steps 16, 18, 20, and 22 shall be received as longevity steps and require no additional course work.

9.7. Reemployment of Former Employees. Former District employees who were permanent employees and who are being reemployed receive all rights, credits and responsibilities that they were entitled to at the time of resignation, provided that they are reemployed within thirty-nine (39) months from the time of separation.
9.8. Contracts and Notice of Employment. A contract will be issued upon initial employment. In subsequent years personnel will receive a written notice of employment prior to June 1.

9.9. National Board Certification Stipend. Any employee, including speech and language pathologists, psychologists and counselors who achieve the National Board for Professional Teaching Standards Certification or National Board for Speech and Language Pathologist Certification shall receive a stipend of $750 annually.

9.10. Payroll Statement/Stub. To the extent of the current payroll system capability, the District shall separate and define employees’ extra pay assignments on their payroll statements.

   9.11.1. To be eligible for extra duty positions, employees must provide direct services to students outside contract hours.
   9.11.2. Employees will be encouraged to submit proposals for extra duty positions to the principal that would benefit students at the local school site. The principal shall select positions from the proposed list in consultation with his/her staff.
   9.11.3. The positions selected shall be posted at the local school site for a minimum of five (5) working days.
   9.11.4. Employees shall submit a letter of application to the principal for specific positions and shall be interviewed by the principal or designee.
   9.11.5. Employees may share/split positions subject to the approval of the principal.
   9.11.6. The stipend shall be in accordance with Appendix C-3 and C-4.

6/21/2023 6/21/2023
Derek Jindra, Ed.D. Date Tamara Jaimez Date
Asst. Supt. of HR Interim Lead Negotiator, HTA
March 17, 2023

Proposal from the Hemet Unified School District (HUSD) to the Hemet Teachers Association

ARTICLE 12: Leaves

HUSD Proposes:

12.1 **Sick Leave.** Sick leave is granted to Unit Members covered by this Agreement when absence from work is caused by actual illness or injury and is not covered by Article 12.4. The District reserves the right to require proof of illness (e.g. medical note) after three (3) consecutive days of sick leave are taken in a school year. The District may also require proof of illness (e.g. medical note) upon reasonable suspicion of abuse of leave, provided that prior notification has been given to the Bargaining Unit Member. If a Bargaining Unit Member uses “sick leave” immediately prior or after holidays or school recesses, proof of illness may be requested (i.e. medical note). When Unit Members are absent for less than one full work day, the Unit Member shall be charged only for time missed on an hour by hour basis.

12.1.1 - 12.1.5 (No changes)

12.2 **Bereavement Leave.** Each Unit Member covered by this Agreement is entitled to no less than 5 days of bereavement leave, per death, with pay due to the death of any member of the Unit Member’s immediate family. These days shall not be deducted from the Unit Member’s sick leave and must be used within three (3) months of the passing. Bereavement leave days are not required to be taken consecutively. The Superintendent or designee shall determine the number of bereavement leave days. The Superintendent may authorize a longer period of bereavement leave. These days will be deducted from the Unit Member’s sick leave. For the purposes of this Subsection “member of the immediate family” shall mean the mother, father, foster parent, step parent, grandmother, grandfather, parent-in-law, grandparent-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister (including step brother/sister and brother/sister in-law), aunt/uncle, niece/nephew of the Unit Member or the Unit
Member’s spouse/domestic partner, or any person living in the immediate household of the employee. Additions to the definition of the Unit Member’s immediate family above will be made only at the discretion of the Superintendent or designee.

NO OTHER PROPOSALS TO THIS ARTICLE

______________________________  6/21/2023  ________________________________  6/21/2023
Dr. Derek Jindra                Date                  Tamara Jaimez                Date
Assistant Superintendent        Interim Lead Negotiator, HTA
ARTICLE 12: LEAVES

12.1. Sick Leave. Sick leave is granted to Unit Members covered by this Agreement when absence from work is caused by actual illness or injury and is not covered by Article 12.4. The District reserves the right to require proof of illness (e.g. medical note) after three (3) consecutive days of sick leave are taken in a school year. The District may also require proof of illness (e.g. medical note) upon reasonable suspicion of abuse of leave, provided that prior notification has been given to the Bargaining Unit Member. When Unit Members are absent for less than one full work day, the Unit Member shall be charged only for time missed on an hour by hour basis.

12.1.1. The District reserves the right, irrespective of whether or not leave benefits have been claimed or received, to require a health examination by competent medical authority, at District expense, of any Unit Member whose physical or mental health, in the judgment of school officials is such as to endanger the health, safety or welfare of students subject to the supervision of said Unit Member.

12.1.2. Full-time Unit Members will receive ten (10) days sick leave annually. All members who work more than the teacher work year (excluding summer school) shall receive two (2) hours for every five (5) days worked not to exceed twelve (12) days maximum per year. This leave shall be credited in advance. Part-time Unit Members will receive sick leave in proportion to that allowed full-time Unit Members based on time worked. Unit Members serving less than a full school term will receive sick leave in the proportion that the time served bears to a full school year. Unused sick leave shall accrue from school year to school year.

12.1.3. Summer School Sick Leave. A full-time teaching assignment for summer school teachers shall be four (4) or more hours per day for five (5) days per week. Each summer school teacher is entitled to sick leave according to the schedule below. Unit Members not working a full-time assignment shall be entitled to pro-rated leave benefits: Hours Worked Per Summer Session Sick Leave Earned

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Sick Leave Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>4 hours</td>
</tr>
<tr>
<td>120</td>
<td>6 hours</td>
</tr>
</tbody>
</table>

The amount of sick leave which may be taken during any summer school sessions is limited to the amount earned for that session; one hour of sick leave per 20 hrs.
scheduled instructional time. Unused summer school sick leave will be added to the Unit Member’s regular sick leave accrual based on the earned, but unused, number of hours of summer school sick leave at the close of summer school.

12.1.4. Adult Education Sick Leave. An Adult Education teacher shall be entitled to one (1) hour of sick leave for each eighteen (18) hours worked.

12.1.5. Family Care Leave. Unit Members shall be entitled to use up to 12 weeks of accrued leave for the purposes of caring for the illness of a family member. Where the need for the leave is not foreseeable the Unit Member shall provide notice (e.g. medical note) as soon as reasonably possible with the preference that notice will be given within ten (10) work days. The Unit Member may request an extension through Human Resources to care for a family member. In the event that the Unit Member claiming Illness-Family Care leave has exhausted his/her accrued sick leave, or has exceeded the 12 week allowance, plus any extension that has been granted, the Unit Member will be docked his/her per diem for each absence. For the purposes of this provision, family member is defined as:

1. A child, which for purposes of this section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the Unit Member stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an Unit Member or the Unit Member’s spouse or registered domestic partner, or a person who stood in loco parentis when the Unit Member was a minor child.
3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

12.2. Bereavement Leave. Each Unit Member covered by this Agreement is entitled to a maximum of five (5) days bereavement leave, per death, with pay due to the death of any member of the Unit Member’s immediate family. These days shall not be deducted from the Unit Member’s sick leave. Bereavement leave days are not required to be taken consecutively. The Superintendent or designee shall determine the number of bereavement leave days. The Superintendent may authorize a longer period of bereavement leave. These days will be deducted from the Unit Member’s sick leave. For the purposes of this Subsection member of the immediate family shall mean the mother, father, foster parent, step parent, grandmother, grandfather, parent-in-law,
grandparent-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister (including step brother/sister and brother/sister in-law), aunt/uncle, niece/nephew of the Unit Member or the Unit Member’s spouse/domestic partner, or any person living in the immediate household of the employee. Additions to the definition of the Unit Member’s immediate family above will be made only at the discretion of the Superintendent or designee.

12.3. Personal Necessity Leave. Unit Members covered by this Agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each fiscal year.

12.3.1. Unless circumstances preclude such action, Unit Members shall notify their building administrator prior to their absence for personal necessity leave. The District may require that Unit Members submit written requests for personal necessity leave prior to their absence whenever possible.

12.3.2. The District may require satisfactory proof of all personal necessity leave.

12.3.3. Personal necessity leave may be taken upon administrative approval for any of the purposes listed:

12.3.3.1. The death of a member of the Unit Member’s immediate family when the number of days absent exceeds the limit provided in Article 12.2.

12.3.3.2. The illness of a member of the Unit Member’s immediate family.

12.3.3.3. An accident involving the Unit Member’s property or the person or property of any member of the Unit Member’s immediate family.

12.3.3.4. Appearance in court or before an administrative tribunal as a litigant or witness under official order.

12.3.3.5. The birth or adoption of a child, making it necessary for the Unit Member who is a parent of the child to be absent during the assigned hours of service.

12.3.3.6. Imminent danger to the home of an Unit Member occasioned by an event, serious in nature, such as a flood or fire which under the circumstances the Unit Member cannot reasonably be expected to disregard and which requires the attention of the Unit Member during her/his assigned hours of service.

12.3.3.7. Up to five (5) days of personal necessity leave may be taken at the Bargaining Unit Member’s sole discretion for
events serious in nature which under the circumstances the Unit Member cannot reasonably be expected to disregard and which require the attention of the Unit Member during her/his assigned hours of service. (These days may not be taken to extend school recesses or holiday weekends, without prior administrative approval, are non-cumulative, and are not subject to Article 12.3.2.)

12.3.3.8. Unit Members may use available personal necessity leave to participate in activities of the school or licensed child day care facility of any of her/his children, if the Unit Member, prior to taking the time off, gives reasonable notice to the District of the planned absence, pursuant to Labor Code Section 230.8. If the Unit Member does not have available personal necessity leave, she/he may use compensatory time off or take the time off without pay. a. A Unit Member may not take more than 40 hours (paid and/or unpaid) each calendar year, or eight hours (paid/unpaid) in any calendar month of the year, for these purposes. This section shall apply to the parent, guardian or grandparent having custody, of one or more children in kindergarten or grades one to 12, inclusive, or attending a licensed day care facility. b. If both parents are employed at the same worksite, this entitlement as to one child applies at any one time, only to the parent who first gives notice to the employer, and the second parent may take a planned absence simultaneously as to that child only if she/he obtains the District’s approval for the requested time off. c. If requested by the District, the Unit Member shall provide documentation from the school or licensed child day care facility as proof that she/he participated in school or licensed child day care facility activities on a specific date and at a particular time.

12.4. Industrial Illness and Accident Leave. Unit Members covered by this Agreement shall be eligible for leave.

12.4.1. Industrial Illness and Accident Leave is granted when any absence is caused by injury, accident or illness, arising from the performance of services for the District, is supported by a physician’s certificate and is verified through the Workers’ Compensation System.

12.4.2. Industrial Illness and Accident Leave benefits are in addition to sick leave benefits.
12.4.3. An Unit Member shall be deemed to have recovered from an accident or illness and thereby able to return to work at such time as her/his physician so indicates.

12.4.4. Unit Members may predesignate their own personal physician. If a Unit Member does not predesignate a doctor, the District may designate an appropriate medical authority for verification.

12.5. Extended Illness Leave. Unit Members covered by this Agreement who have utilized all accrued sick leave and continue to be absent from duty due to illness or accident for a period of five (5) school months or less shall be granted Extended Illness Leave.

12.5.1. An Unit Member shall be paid the difference between the employee's contract salary and that of a substitute employed to fill the position or 50% of the Unit Member's contract salary, whichever is greater, during the period of such absence.

12.5.2. A treating physician's certificate shall be filed by the Unit Member with the District. The District reserves the right to designate an additional licensed medical practitioner for verification of an Unit Member's illness at District expense unless the illness alleged is work-related and is being adjudicated through the State Workers' Compensation System.

12.5.3. Extended Illness Leave pursuant to this section shall be used after all accrued sick leave and shall run consecutively with such leave.

12.5.4. Pursuant to Education Code Section 44977, an Unit Member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the Unit Member may take the balance of the five-month period in a subsequent school year.

12.5.5. Pursuant to Education Code Section 44978.1, when an Unit Member has exhausted all available sick leave and Extended Illness Leave, and is not medically able to resume the duties of his or her position the Unit Member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the Unit Member is on probationary status, or for a period of 39 months if the employee is on permanent status. When the Unit Member is medically able during the 24- or 39-month period, the Unit Member shall be returned to Unit Member in a position for which he or she is credentialed and qualified.

12.6. Parental Leave. Effective January 1, 2017, as provided by Education Code Section 44977.5, Unit Members shall be entitled to parental leave as set forth in this section.
12.6.1. For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the Unit Member’s child, or the placement of a child with the Unit Member for adoption or foster care.

12.6.2. Unit Members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

12.6.3. When a Unit Member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the California Family Rights Act (CFRA: Government Code Section 12945.2), he or she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 12.5 of this Agreement but shall not count against the leave entitlement set forth in that Section.

12.6.4. In order to use substitute differential pay, the Unit Member must be eligible for leave under the California Family Rights Act set forth in Section 12.10 of this Agreement, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

12.6.5. Any leave taken under this section shall count against any entitlement to child bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

12.6.6. Unit Members shall not be entitled to more than one (1) twelve (12) week period, for parental leave in any twelve (12) month period. However, if a school year terminates before the twelve (12) week period is exhausted, the Unit Member may take the balance of the twelve (12) week period in the subsequent school year.

12.7. Maternity Leave. Unit Members covered by this Agreement shall be entitled to maternity leave under applicable provisions of Education Code Section 44965 and Government Code Sections 12945 and 12945.2. Pregnancy, miscarriage and childbirth shall be treated the same as any other illness.

12.8. Leaves of Absence for Personal Reasons. Permanent Unit Members covered by this Agreement may request personal leave without compensation, increment, seniority or tenure credit, for a period of one (1) school year for the following purposes: Care for a member of the immediate family who is ill, long term illness of the Unit Member, service
in an elected public office, professional study, educational travel and/or research, or for reasons of health. Leave for child rearing shall be considered under this provision. Duration of the leave shall be mutually agreed upon between the employer and the Unit Member. A request for such leave under special circumstances may also be considered by the District.

12.8.1. The applications for and granting of such leaves of absence shall be in writing. In addition the Unit Member on such leave shall notify the Personnel Administrator by March 1 of the school year on leave as to the intent to return to employment in the District. Failure to notify will be considered an abandonment of position.

12.8.2. A Unit Member on leave of absence for personal reasons shall be entitled to participate in the District health and welfare benefit program, not expressly prohibited by law, at no expense to the District.

12.9. Jury Duty. All Unit Members called for jury duty in a court of law shall continue to receive regular salary and Unit Member benefits. When jury fees and mileage reimbursement are paid to the Unit Member, the Unit Member shall remit to the District the jury fees, but may retain the mileage reimbursement portion as shown on the remittance accompanying the payment.

12.9.1. If an Unit Member is scheduled to serve on a jury for two (2) weeks or more, the District shall provide the Unit Member with one-half day of release time and a one-half day substitute, in order that the substitute can meet with the teacher to make plans on a day prior to jury duty.

12.9.2. Unit Members who elect to defer their jury service to non-required service days (i.e. summer break, spring break, etc.) shall be compensated in an amount equal to the District’s substitute rate of pay for each day of jury service that was deferred. The Unit Member must provide written documentation from the Court to the District showing the original jury summons date and the actual dates(s) of jury duty served prior to receiving compensation under this section. Any jury fees received by the Unit Member shall be deducted from the amount paid to the Unit Member, but the Unit Member shall be entitled to retain any mileage reimbursement paid for the jury service.

12.10. Family Care and Medical Leave. In accordance with state and federal law, qualifying Unit Members shall be afforded family care and medical leave benefits, which shall run concurrent to all of the leaves provided in this
section. These leave benefits shall be consistent with those described in Appendix “E”.

12.11. Employment-Related Subpoena Leave. Unit Members shall be entitled to paid school business leave when they are required to appear in court or before an administrative tribunal under official order (subpoena) for matters within the scope of their employment, except for disciplinary actions against the Unit Member by the District, or any other proceeding where the Unit Member is a litigant against the District.

12.12. Catastrophic Leave. Catastrophic leave pay may be available to a certificated Unit Member as set forth herein pursuant to the provisions of Education Code 44043.5 inclusive. Catastrophic leave pay shall consist of the amount of sick leave days that are donated to the affected certificated employees by other certificated Unit Member. A Catastrophic illness or injury shall mean an illness or injury: (a) that is expected to incapacitate the certificated Unit Member for an extended period of time; (b) that incapacitates a Unit Member or the certificated Unit Member’s family and which incapacity requires the certificated Unit Member to take time off from work for an extended period of time to care for the family member; or (c) taking extended time off work creates a financial hardship for the certificated Unit Member because he/she has exhausted all of his/her sick leave and other paid time off.

12.12.1. In the event the Unit Member is personally unable to apply for catastrophic leave, an immediate family member or Unit Member’s agent may make the request for the applicant. This must be verified with a physician’s note.

12.12.2. Donations of sick leave or comp time shall be made in blocks of one day per donating certificated employee. A certificated Unit Member who donates sick leave credits shall be required to have a sick leave balance equivalent to ten (10) days following the donations. Donations will be calculated day for day.

12.12.3. No certificated Union Member shall give more than three (3) days of sick leave or comp time for each certificated Unit Member’s request.

12.12.3.1. A Bargaining Unit Member may donate more than three (3) days of sick leave or comp time to a family member as defined in Article 12.2., provided the Bargaining Unit Member qualifies pursuant to Article 12.12.2.

12.12.4. A committee comprised of two (2) Bargaining Unit Members appointed by the President of the Association and two representatives of administration shall administer the catastrophic
leave provision and shall approve or disapprove all applications. An applicant shall be required to provide proof that a catastrophic illness or injury exists.

12.12.5. When the application is based on the catastrophic illness or injury of a member of the certificated Unit Member’s family, all required statements, and verifications shall be related to the affected family member. In addition, the certificated Unit Member shall attach a written statement indicating the circumstances that require the Unit Member to be absent from work.

12.12.6. The certificated employee shall be required to utilize all of his/her available regular sick leave and comp time prior to the receipt of donated time credits.

12.12.7. Members of the certificated Unit Member’s family shall be defined as set forth in Article 12.2.

12.15. Military Leave. A Bargaining Unit Member shall be entitled to full pay and benefits for the first 30 calendar days and a maximum of 30 days in any fiscal year, as required by Education Code 45059 and Military and Veterans Code 395, when on military leave and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

__________________________  6/21/2023  ________________________________  6/21/2023
Derek Jindra, Ed.D.  Date  Tamara Jaimez  Date
Asst. Supt. of HR  Interim Lead Negotiator, HTA
ARTICLE 14: Class Size

14.1. The District shall maintain a District-wide staffing ratio of thirty (30) students or less per classroom teacher. This shall not be interpreted to mean that individual classes will not exceed thirty (30) students.

14.1.1. Subject to 14.1.1.1, beginning July 1, 2015 the District shall comply with the state of California’s Class Size Grade Span adjustment program enacted in 2013 to make reductions each year, until a staffing ratio of 24:1 is achieved in grades K-3 at each elementary K-5 and K-8 school.

14.1.1.1. Pursuant to Education Code section 42238.02(d),(B),(C),(D), the collectively bargained alternative annual average class enrollment for each school site shall not exceed 26:1 for grades K-3.

14.1.1.2. Beginning September 1 of any given school year, the Association President or designee shall be provided with enrollment reports one (1) time per month. The Association shall monitor class sizes and raise concerns regarding the collectively bargained alternative annual class average as they arise throughout the year.

14.2. For the purposes of Section 14.1, the number of classroom teachers used to compute the above ratio shall only include classroom teachers who have students rostered to them, excluding the Western Center Academy, special education and adult education teachers.

14.3. In addition to the District-wide ratio of 30:1, as stated in 14.1, no individual elementary class (defined as grades K-5 except for Cottonwood and Idyllwild, where it will be grades K-8 and Hamilton, where it will be defined as including only grades K-5) shall exceed thirty-four (34), except when to meet that limit, the District would be required to construct, modify or expand existing buildings, or modify transportation schedules. This will apply to regular classes and elementary planning time physical education classes. In the event special education students push-in to elementary PE and the class size of thirty-four (34) is exceeded, an additional adult employee shall be provided to the class for support for that class period. Music classes, etc. are not affected by this provision.

14.3.1. No individual secondary teacher (defined as grades 6-12) shall exceed the maximum of one hundred ninety (190) student contacts in a regular five (5) period workday or two-hundred thirty (230) student contacts in a six (6) period workday. Performing Arts, ASB and Athletics shall not be affected by this provision.

14.3.2. Secondary Physical Education Classes shall be limited to not more than 55 students per period. (examples: 55 students/class x 5 periods = 275 contacts and 55 students/class x 6 periods = 330 contacts). Section 14.3.1 shall not apply.

14.3.3. Secondary Visual Arts class shall be limited to one hundred ninety-five (195) student contacts in a regular five (5) period workday and two
hundred and thirty-five (235) students in a six (6) period workday.

14.3.4. When a class size adjustment is required, it shall be made within a reasonable period of time but in no event shall it take longer than twenty-five (25) work days.

14.4. Combination classes will consist of contiguous grade levels unless there is no other alternative.

14.5. Three (3) physical education classes from class-size reduced classrooms will be assigned to two (2) physical education teachers in the elementary grades.

14.6. Advisory Periods at Middle Schools. An advisory period is a daily period of up to eighteen (18) minutes. This period shall not require preparation nor shall it require grading. Students shall receive pass/fail. This shall not be counted toward student contacts.

14.7. School Counselors Staffing Formulas

14.7.1. The caseload for Counselors shall be as follows:

14.7.1.1. Middle School (excluding TK-8 schools): Two counselors per site.

14.7.1.2. Comprehensive High School:

14.7.1.2.1. Ninth-Twelfth (9th-12th) Grade Caseload Counselor ratio shall be a site average of one counselor per every 500 students as of the Census Day (1st Wednesday in October), excluding the Western Center.

The Ninth (9th) Grade Building Assets, Reducing Risks (BARR) Counselor shall be assigned one per site (excluding Hamilton 6-12 and Alternative Education Programs) and receive a stipend per Appendix C-2.

14.7.1.2.2. If, on Census day, a High School Counselor’s caseload exceeds 500 students, a monthly stipend of $350 shall be paid in increments of 50 students until the caseload number is met (i.e. 501-550=$350, 551-600=$700, etc.).

14.8. Nurses Staffing Formulas

14.8.1. The caseload for Nurses shall be 1: 3,300

Derek Jindra, Ed.D.  Date  Tamara Jaimez  Date
Asst. Supt. of HR  Interim Lead Negotiator, HTA
ARTICLE 19: SPECIAL EDUCATION

19.1. Definitions

Caseload is the number of students with Individualized Education Programs (IEPs) for whom the special education Bargaining Unit Member acts as case manager. When accounting for caseload, each student is counted as one (1), regardless of the quantity of services on their IEP unless otherwise noted in the CBA.

Co-teaching is defined as a model in which a general education teacher and a special education teacher regularly instruct, support and assess, in a general education setting, students with and without IEPs.

Specialized Academic Instruction includes direct instruction and indirect service, such as consultation with general education teachers, program development/individualization, modification of curriculum, and planning with related service staff by staff who possess a Special Education credential.

19.2. Joint Special Education Committee

Both parties agree to a Joint Special Education Committee (JSEC) to address and make good faith effort to resolve District-wide special education issues that are non-bargainable. This committee shall be made up of eight (8) individuals, four (4) of which shall be appointed by the District and four (4) shall be appointed by HTA.

The District shall appoint a co-chair and HTA shall appoint a co-chair. Meeting chair responsibilities shall rotate between the District and HTA. Meeting agendas shall be created jointly between co-chairs.

Issues raised in the JSEC meeting shall be supported by relevant data, if applicable.

The JSEC shall meet at least four (4) times throughout the school year. The first meeting shall occur no later than the fourth week of August. At the final committee meeting of the school year, the Committee shall schedule the first meeting of the following year.

Unit Members concerned about excessive workload may present their concerns to the JSEC to explore possible solutions.

Individual special education concerns may be raised in periodic meetings between the Special Education Department and the HTA President.

19.3. Instructional Aides

Instructional Aides shall be assigned as needed or designated by the Individual Education Program (IEP). Special Education Teachers shall be consulted as to the scheduling of such aides, but the District shall make the final assignment.

Special education instructional aides shall not be pulled from their special education assignment to serve as substitute aides in the general education program.

19.4. Scheduling of IEP Meetings

The District shall make every effort to schedule IEP team meetings within the Unit Member's regular duty day and outside of their preparation period.
If the IEP team meeting goes beyond the regular contractual hour, Unit Members shall be compensated at the Extra Duty Rate (Appendix C-4) upon the submission of a Hemet Unified time card. Case Managers shall ensure that members of the IEP team are properly invited with advance notice (10 days), when practicable.

19.5. Inclusive Practices
All Special Education classrooms shall have all core instructional materials as afforded by the Williams Act.
All Special Education Teachers shall be provided applicable core curriculum training.
Additionally, site administration shall take into consideration all instructional programs on campus when planning for ancillary materials and equipment.

Co-Teaching Practices.
19.5.1.1. Participation in a Co-teaching model shall be on a voluntary basis year to year.
19.5.1.2. Unit Members participating in the Co-teaching model shall receive separate and distinct evaluations as outlined in Article 15 of the Collective Bargaining Agreement (CBA).
19.5.1.3. The number of students with IEPs (not including those who have a speech only IEP) in the co-teaching class shall not exceed twelve (12) special education students whose goals are tied to that specific content area as determined by the Special Education Department Chair in consultation with Administration (excluding electives and PE).
19.5.1.3.1. Participation in this model shall be on a voluntary basis year to year.
19.5.1.3.2. One or both of the teachers in this model must hold a clear credential or equivalent.
19.5.1.4. Every effort shall be made to provide common planning time for co-teaching partners.
19.5.1.5. Both Unit Members assigned to co-teaching classes shall participate in instruction within the classroom on a daily basis. Substitute teachers for either Unit Member shall be provided due to an absence, including during IEP meetings. If a substitute is not available, the District shall follow its substitute protocol.
19.5.1.5.1. At no time, shall either teacher be used as substitute coverage during a period in which they are assigned to Co-Teach.
19.5.1.6. Prior to or concurrent with the implementation of the co-teaching model, both the special education and general education teachers shall be trained in the co-teach model. If such training occurs outside of the normal work hours, such training shall be voluntary and teachers shall be compensated at the Extra Duty Rate Appendix C-4.

19.6. District-based employees shall not be assigned supervision duty at their assigned school sites.

19.7. Speech Language Pathologist Caseloads
The district will annually staff using the following district wide Speech Language Pathologist caseloads of one (1) full time Speech Language Pathologist to fifty-five (55) students on their IEP caseload (55:1) for TK through Adult Transition or in accordance with the most current statute. For Preschool, there shall be one (1) full time Speech Language Pathologist to forty (40) students, or in accordance with the most current statute.

19.7.1.1. The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP’s assignment devoted to preschool. For the purposes of calculating caseloads, preschool children shall count as 1.25 students.

19.8. School Psychologist Caseloads

The district will annually staff using a district wide School Psychologist to student ratio average of no less than one (1) full time School Psychologist position to every one-thousand (1000) enrolled students (Preschool - Adult Transition) as determined by Census Day Data (1st Wednesday in October).

19.8.1.1. In the event there is a need to hire additional staff, the District shall have until the end of the first semester to remedy the issue.

19.9. Special Education Teacher Caseload: The following caseload cap (not including students pending eligibility) shall be maintained for these designated assignments:

- Preschool ..............................................................20
- Mild/Moderate Special Education ........................................28
- Moderate/Severe and Behavioral Support (BESTT) Special Education..14

19.9.1.1. Programs that fall under Mod/Severe include but are not limited to (Autism and Functional Skills)

If a bargaining unit member should exceed the caseload limits outlined above for more than fifteen (15) consecutive work days, that bargaining unit member shall be entitled to caseload compensation everyday thereafter for each student case above the contract limits at the rate of ten (10) dollars per student, per day until the day that bargaining unit member no longer exceeds the number of caseload limits prescribed in 19.11.

19.9.1.2. Administration will work collaboratively with the Special Education teachers at the site to distribute student cases in excess of caseload limits outlined in 19.11.

19.9.1.3. At the end of each calendar month, bargaining unit members who are over the caseload limits outlined in 19.13 shall meet with their administrator to confirm the details of the overage(s) and the compensation they are due and, after administrative approval, subsequently submit that information to Payroll for processing and payment on the next pay warrant.

19.9.1.4. In the event of a disagreement in 19.11.4.3 the Assistant Superintendent of Human Resources (or designee) and the HTA President shall be included in the discussion to assist in seeking resolution.


Special Education classroom teachers who are providing core instruction and
also manage a caseload shall receive an annual stipend as outlined in Appendix C-4.
Special Education classroom teachers may request release time for the purposes of case management.

19.11. Extended School Year (ESY)
ESY is a service listed on a student's IEP.
ESY is a voluntary assignment for Unit Members.
ESY assignments shall be compensated at the summer school rate in Appendix C-4.

19.12. Special Education Teacher Site Collaboration Time
Unit Members who teach special education require additional support and collaboration time to address the individual needs of the students and maintain compliance with legal requirements. Collaboration regarding this topic is encouraged between site administration and Unit Members.

19.13. Evaluation
Psychologists and Behavior Specialists shall be evaluated by the immediate supervisor.
Speech Language Pathologists shall be evaluated by the immediate supervisor.
Employee Evaluation and Observation Procedures in Article 15.10 shall apply to Psychologists, Behavior Specialists and Speech Language Pathologists.

Derek Jindra, Ed.D.  Date  Tamara Jaimez  Date
Asst. Supt. of HR  Interim Lead Negotiator, HTA

6/21/2023  6/21/2023
March 17, 2023

Proposal from the Hemet Unified School District (HUSD) to the Hemet Teachers Association

Appendix C-5

HUSD Proposes:

III. Mileage Reimbursement

Mileage shall be compensated according to the IRS rate but is limited to the cost of public transportation using “coach” or “economy” rates or actual mileage expense, whichever is lower in accordance with Board Policy and Administrative Regulation 3350.

Dr. Derek Jindra  Date  6/21/2023
Assistant Superintendent

Tamara Jaimez  Date  6/21/2023
Interim HTA Lead Negotiator
Proposal from the Hemet Unified School District (HUSD) 
to the Hemet Teachers Association 
Appendix C-6

I. Substitute Service Compensation

Teachers who substitute for teachers who are absent due to scheduled school business, illness, or emergencies shall be covered by the following provisions:

a) Beginning the 2023-2024 school year, secondary teachers who provide substitute coverage for another employee during his/her assigned preparation period shall be paid at a $75 flat rate per coverage at the end of each month.

b) On those occasions when a teacher in a self-contained class takes students from another class because a substitute has not been provided for an absent teacher, the teacher shall be paid at a $75 flat rate per day at the end of each month.

c) Such service shall first be solicited on a voluntary basis. In the event that no volunteer can be obtained, employees may be assigned on an occasional basis.

d) For 2022-2023 only, for Secondary teachers’ who have accrued compensatory time off, may be granted in portions of one (1) period or more upon prior approval by the principal or designee. Under normal circumstances, employees may be permitted to take no more than two (2) consecutive days of compensatory time off. Under unusual circumstances and upon written application, a principal may authorize up to three (3) consecutive days of compensatory time off.

For 2022-2023 only, for elementary teachers, compensatory time may be taken in half or full day increments, subject to the same restrictions for secondary teachers.

e) No compensation time may be taken the last two (2) weeks of each semester except upon prior approval by the principal.

d) At the end of the 2022-2023 school year, remaining compensatory time shall be paid out at the flat rate of $75 per compensatory period and sections (d) and (e) of this Appendix shall be removed. Furthermore, all references to “comp time” or “compensatory time” shall be removed entirely from the Collective Bargaining Agreement.

Dr. Derek Jindra  6/21/2023  Tamara Jaimez  6/21/2023
Assistant Superintendent  Date  Interim HTA Lead Negotiator
Appendix C 2022-2023
Appendix C-1
HEMET UNIFIED SCHOOL
DISTRICT 2022-2023 EXTRA PAY
SCHEDULE

Appendix C:
Except as otherwise noted, extra pay for extra services will be computed on a percentage of Classification E, Step 6 (TBD according to salary conversations). Amounts will be rounded off to the nearest $1.00.

I. Ratio of Teaching Salary:

<table>
<thead>
<tr>
<th>Work Year</th>
<th>Factor</th>
<th>Factor</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. *Counselors</td>
<td>Teacher</td>
<td>.050</td>
<td>.050</td>
</tr>
<tr>
<td></td>
<td>Work Year Plus 10 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Additional Summer work (Upon approval in advance by the Superintendent)</td>
<td>.025</td>
<td></td>
<td>1.025</td>
</tr>
<tr>
<td>C. Extra Period Assignment</td>
<td>Extra period assignments shall be compensated at 1/6 of the Bargaining Unit Member’s regular salary for the period during which the teacher performs the extra period assignment. Compensation for extra period assignments commences the first contract day the teacher receives the assignment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Elementary Functional Skills, BESTT (ED), and Autism Moderate-Severe Classroom Teacher Stipend.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This elementary stipend calculates the amount to be paid to elementary teachers in this category who forgo 120 minutes per week of preparation time (excluding Late Start/Early Release Days) to remain with and instruct their students. The formula is based upon the Extra Period Assignment, described above, and shall be calculated using the following methodology.

1. Annual Salary divided by number of teacher work days (currently 186) to get the daily rate.
2. Daily rate divided by 6 to determine a “period ratio.”
3. Period Ratio multiplied by 2 then multiplied by 36 to determine the value of two periods per week over the course of the 36 week school year. Formula: \((\text{Annual Salary}/186)/6)*2*36
**Appendix C-2***

**HEMET UNIFIED SCHOOL**
**DISTRICT 2022-2023 EXTRA PAY SCHEDULE**

I. Fixed Amounts Per Assignment:

<table>
<thead>
<tr>
<th>High School (Including Hamilton 6-12)</th>
<th>Percentage</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Coach</td>
<td>5%</td>
<td>per year</td>
</tr>
<tr>
<td><strong>Athletics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Athletics (Hamilton 6-12 Only)</td>
<td>8%</td>
<td>per year</td>
</tr>
<tr>
<td>Head Varsity Football Coach</td>
<td>8%</td>
<td>per assignment</td>
</tr>
<tr>
<td>All other Head Varsity Coaches</td>
<td>7%</td>
<td>per assignment</td>
</tr>
<tr>
<td>All Assistant Coaches</td>
<td>5%</td>
<td>per assignment</td>
</tr>
<tr>
<td>Band Advisor</td>
<td>8%</td>
<td>per year</td>
</tr>
<tr>
<td>BARR Advisor</td>
<td>6%</td>
<td>per year</td>
</tr>
<tr>
<td>CareerTechnical Student Organizations (CTSO) Advisor</td>
<td>4%</td>
<td>per year</td>
</tr>
<tr>
<td>Chorus Advisor</td>
<td>6%</td>
<td>per year</td>
</tr>
<tr>
<td>Dance Team Advisor</td>
<td>3%</td>
<td>per year</td>
</tr>
<tr>
<td>Debate Coach</td>
<td>3%</td>
<td>per year</td>
</tr>
<tr>
<td>Department Chairperson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department with 7 or more members</td>
<td>5%</td>
<td>per year</td>
</tr>
<tr>
<td>Department with 4-6 members</td>
<td>4%</td>
<td>per year</td>
</tr>
<tr>
<td>Department with 3 or less members</td>
<td>3%</td>
<td>per year</td>
</tr>
<tr>
<td>Drama Advisor</td>
<td>6%</td>
<td>per year</td>
</tr>
<tr>
<td>Driver Training</td>
<td></td>
<td>per pupil trained</td>
</tr>
<tr>
<td>Driver Training Coordinator</td>
<td>5%</td>
<td>per year</td>
</tr>
<tr>
<td>Flag &amp; Banner Advisor</td>
<td>4%</td>
<td>per year</td>
</tr>
<tr>
<td>Journalism Advisor</td>
<td>7%</td>
<td>per year</td>
</tr>
<tr>
<td>Pep Squad Advisor</td>
<td>4%</td>
<td>per year</td>
</tr>
<tr>
<td>Pep Squad Assistant Advisor</td>
<td>3%</td>
<td>per year</td>
</tr>
<tr>
<td>Scholarship Advisor</td>
<td>3%</td>
<td>per year</td>
</tr>
<tr>
<td>Speech Coach</td>
<td>3%</td>
<td>per year</td>
</tr>
<tr>
<td>*Student Activities Director</td>
<td>12%</td>
<td>per year</td>
</tr>
<tr>
<td>*Hamilton 6-12</td>
<td>8%</td>
<td>per year</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>7%</td>
<td>per year</td>
</tr>
</tbody>
</table>

*Student Activities Director* and *Hamilton 6-12* are exempt from the 7% per assignment rate.
### Hemet Unified School District & Hemet Teachers Association, CTA-NEA
### Collective Bargaining Agreement
### July 1, 2022 to June 30, 2025

<table>
<thead>
<tr>
<th>Continuation High School</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports Coordinator</td>
<td>3% per year</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>5% per year</td>
</tr>
</tbody>
</table>

*Treated as creditable per STRS guidelines.

Adopted: 02/15/22
## Appendix C-3*

HEMET UNIFIED SCHOOL
DISTRICT 2022-2023 EXTRA PAY SCHEDULE

### Middle School (Excluding Hamilton 6-12)

<table>
<thead>
<tr>
<th>Position</th>
<th>Percentage</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Coach</td>
<td>5% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Athletics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Athletics [no release time]</td>
<td>3% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Head Coach</td>
<td>2% per assignment</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Band Advisor</td>
<td>5% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Chorus Advisor</td>
<td>5% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Band Advisor</td>
<td>4% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Chorus Advisor</td>
<td>4% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Drama Advisor</td>
<td>3% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Flag and Banner Advisor</td>
<td>3% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Journalism Advisor</td>
<td>3% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Pep Squad Advisor</td>
<td>3% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Student Council/Activities Advisor</td>
<td>5% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>3% per year with class</td>
<td>To be calculated</td>
</tr>
<tr>
<td></td>
<td>6% per year without class</td>
<td>To be calculated</td>
</tr>
</tbody>
</table>

### Elementary Schools Grades TK-5

<table>
<thead>
<tr>
<th>Position</th>
<th>Percentage</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band Advisor</td>
<td>4% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Chorus Advisor</td>
<td>4% per year</td>
<td>To be calculated</td>
</tr>
<tr>
<td>General Ed. With Combo Classes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Treated as creditable per STRS guidelines.

Adopted: 02/15/22
Appendix C-4*

HEMET UNIFIED SCHOOL
DISTRICT 2022-2023 EXTRA PAY
SCHEDULE

Elementary Schools Grades K-8

<table>
<thead>
<tr>
<th>K-5 Grades</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer to Elementary Schools Grades K-5 above</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6-8 Grades</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer to Middle School section above</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Psychologists, SLP’s, and Counselors, Behavior Specialist</th>
<th>per year</th>
<th>$750</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Board Certified</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Education Teachers</th>
<th>per year</th>
<th>$1,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caseload Management</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Stipends may be split between or among Unit Members if agreed to by the Unit Members and if approved by the principal and Governing Board.

I. Hourly Wage:

<table>
<thead>
<tr>
<th>Adult Education/Independent Study</th>
<th>.058%</th>
<th>To be calculated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention Duty / Saturday School</td>
<td>.055%</td>
<td>To be calculated</td>
</tr>
<tr>
<td>New Teacher Orientation</td>
<td>.055%</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Home &amp; Hospital</td>
<td>.080%</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Extra Duty Rate</td>
<td>.080%</td>
<td>To be calculated</td>
</tr>
<tr>
<td>Summer School at Extra Duty Rate</td>
<td>.080%</td>
<td>To be calculated</td>
</tr>
</tbody>
</table>

STIPENDS & HOURLY WAGES
SALARY SCHEDULE: 105, 107, 109, 112, 117, 119, 150, 209, 211
EFFECTIVE: 7/1/22
BOARD APPROVED: 02/15/22
3% INCREASE

*Treated as creditable per STRS guidelines.

Adopted: 02/15/22
Appendix C-5*

HEMET UNIFIED SCHOOL
DISTRICT 2022-2023 EXTRA PAY
SCHEDULE

I  An isolation factor will be paid to teachers assigned to Cottonwood School in the following manner:

Teachers assigned to Cottonwood School during the 1997-98 school year who received an isolation factor during that year of $400 or $500 shall continue to receive that sum in the future if assigned to Cottonwood School. The isolation factor shall be paid in the last pay warrant of the school year. A year of service is defined as teaching 75% of the school year.

Teachers assigned to Cottonwood School during the 1997-98 school year who received an isolation factor during that year of less than $400, or first assigned to Cottonwood School during the 1998-99 school year or later, shall receive an isolation factor of $300 per year while assigned to Cottonwood School. The isolation factor shall be paid in the last pay warrant of the school year. A year of service is defined as teaching 75% of the school year.

II  Compensation For Involuntary Transfers
Shall remain for the duration for the involuntary transfer (Article 10.6.11 Collective Bargaining Agreement)

<table>
<thead>
<tr>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cottonwood</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Hamilton</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Idyllwild</td>
<td>$1500.00</td>
</tr>
</tbody>
</table>

III  Mileage Reimbursement TA new language

IV  *Stipend for Bilingual, Cross-Cultural, Language, & Academic Development (BCLAD).
Stipend for BCLAD - $750 per year.

V  *Stipend for Earned Doctorate
Stipend for Ph.D. or Ed.D. from an accredited institution - $750 per year.

VI  *Stipend for NBPTS Certification
Stipend for obtaining certification from the National Board for Professional Teaching Standards (NBPTS) -$750 per year.

*Treated as creditable per STRS guidelines.
Adopted: 02/15/22
Appendix C-6*
HEMET UNIFIED SCHOOL
DISTRICT 2022-2023 EXTRA PAY
SCHEDULE

I. Substitute Service Compensation

Teachers who substitute for teachers who are absent due to scheduled school business, illness, or emergencies shall be covered by the following provisions:

A. Secondary teachers who provide substitute coverage for another employee during his/her assigned preparation period shall receive compensatory time on a period-for-period basis. At the end of the school year, unused compensatory time shall be compensated at the Appendix C-4, Extra Duty rate .080%.

B. On those occasions when a teacher in a self-contained class takes students from another class because a substitute has not been provided for an absent teacher, the teacher shall receive one-half hour of compensation time for each half day in access of one hour that the additional students are assigned. At the end of each school year, unused compensatory time shall be assigned. At the end of each school year, unused compensatory time shall be compensated at the Appendix C-4, Extra Duty rate .080%.

C. Such service shall first be solicited on a voluntary basis. In the event that no volunteer can be obtained, employees may be assigned on an occasional basis.

D. For Secondary teachers’ compensatory time off may be granted in portions of one (1) period or more upon prior approval by the principal or designee. Under normal circumstances, employees may be permitted to take no more than two (2) consecutive days of compensatory time off. Under unusual circumstances and upon written application, a principal may authorize up to three (3) consecutive days of compensatory time off.

For elementary teachers, compensatory time may be taken in half or full day increments, subject to the same restrictions for secondary teachers.

E. No compensation time may be taken the last two (2) weeks of each semester except upon prior approval by the principal.

*Treated as creditable per STRS guidelines.
Adopted: 02/15/22
Appendix C-7

HEMET UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING
between
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION

Dual Language Immersion Program
Recruiting and Retention
Effective July 1, 2017

The Hemet Unified School District (HUSD) and the Hemet Teachers Association (HTA) have a mutual interest in the recruitment and retention of teachers for the Dual Language Immersion (DLI) Program offered within the district.

Therefore, HUSD and HTA enter into the following agreement to recruit and retain teachers for the District's DLI Program by providing the following incentive payment and program stipend:

1.0 Eligibility
   1.1 Teachers who hold a Bilingual, Cross-cultural, Language, and Academic Development (BCLAD) Certificate and:
       1.a Who are actively teaching in the DLI program OR
       1.b Are hired for a future assignment in the DLI program shall be eligible for the incentive.

2.0 Incentive Payment
   2.1 Eligible teachers new to HUSD shall receive a one-time signing incentive of $1,000 to be paid in their second pay warrant after hire OR
   2.2 Eligible teachers currently employed by HUSD shall receive a one-time transfer incentive of $1,000 to be paid in their second pay warrant after being assigned to the program.

3.0 Program Stipend
   3.1 Eligible teachers who are currently teaching in a designated DLI classroom shall receive a program stipend of $1,500 annually.
   3.2 Eligible teachers who are hired for the DLI program and are preparing to teach in a designated DLI classroom within one (1) year shall receive a program stipend of $1,500 annually.
       2.a During this one (1) year time frame, this teacher shall actively prepare to implement the DLI program.
   3.3 Eligible teachers who are hired for the DLI program, but are not currently teaching or preparing to teach in a DLI classroom within one (1) year, shall receive a program stipend of $500 annually.
       3.a These teachers shall actively participate in the implementation of the schoolwide DLI program.
   3.4 All participating teachers in the DLI program shall also receive the annual BCLAD stipend of $750 as outlined in Appendix C-5 of the Collective Bargaining Agreement.
   3.5 Annual program stipends shall be distributed in equal monthly payments.

Derek Jindra, Ed.D.  Date  Tamara Jaimez  Date
Asst. Supt. of HR  Interim Lead Negotiator, HTA

6/21/2023  6/21/2023
HEMET TEACHERS ASSOCIATION  
AND  
HEMET UNIFIED SCHOOL DISTRICT  
BESTT/AUTISM STIPEND  
June 15, 2023

This memorandum is agreed between the Hemet Unified School District ("District") and the Hemet Teachers Association ("HTA") concerning a Behavioral and Emotional Skills Teaching Team ("BESTT") and District Recognized, Regionalized Autism class stipend.

RECITALS

A. The Parties share a desire for the District to successfully recruit and retain quality Educators for the BESTT and District Recognized, Regionalized Autism classes.

B. The Parties believe that adding two stipends will aid in those efforts.

C. The Parties agree to offer the stipends on a trial basis.

THE DISTRICT AND HTA AGREE AS FOLLOWS:

1. Effective July 1, 2023 through June 30, 2025, the District shall offer 2 stipends (BESTT) and District Recognized, Regionalized Autism class. Both stipends shall be $6,000 annually, paid monthly.

2. To receive the BESTT stipend, a bargaining unit member must be teaching in the BESTT program.

3. To receive the Autism stipend, a bargaining unit member must be teaching in the District Recognized Regionalized Autism programs/classes.

4. The stipends shall be paid only for time teaching in the BESTT program or District recognized regionalized Autism program.

5. This MOU shall expire June 30, 2025.

__________________________________________________________
Derek Jindra, Ed.D.  Date  Tamara Jaimez  Date
Asst. Supt. of HR  Interim Lead Negotiator, HTA
MEMORANDUM OF UNDERSTANDING
between
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS
ASSOCIATION
Designated Subjects Teaching Credential Salary Schedule and
Placement
Effective July 1, 2023

The Hemet Unified School District (District) and the Hemet Teachers Association (HTA) have a mutual interest in recruiting Career Technical Education (CTE) teachers who hold a Designated Subjects CTE Teaching Credential for programs within the Hemet Unified School District.

Therefore, HUSD and HTA enter into the following agreement for Designated Subjects CTE Teaching Credential salary schedules and placement:

1.0 Salary Schedules

1.1 The attached salary schedule shall be utilized for CTE teachers who hold a Designated Subjects CTE Teaching Credential. These bargaining unit members shall teach five (5) sections with one (1) prep period but may be afforded a sixth-period teaching assignment according to need and shall be compensated in accordance with Appendix A in the Collective Bargaining Agreement.

2.0 Career Technical Education Teachers with Designated Subjects CTE Credential Salary Schedule Placement

2.1 Salary schedule placement shall be in accordance with the candidate’s level of verified college/university education related to their respective field and the following:

2.2 Existing Article 9.2.3 shall be struck with the following to be implemented in its place:

2.2.1 Designated Subject Teaching Credential Vocational Experience: For employees hired on or after July 1, 2023, one (1) salary step allowed for each one (1) year of verified and approved vocational experience and/or TK-12 classroom teaching experience beyond those required to meet credential requirements.

This MOU constitutes the entire agreement of the parties and may only be modified or amended in writing, signed by both parties. All components of the current Collective Bargaining Agreement between the district and HTA not addressed by the terms of this agreement shall remain in full effect. This agreement shall not be precedent setting nor form any basis for a past practice. This agreement is subject to approval by HTA and HUSD Board of Education or designee. This MOU shall run through June 30, 2025 but shall be reviewed for the purpose of including this, or similar agreement, into the Collective Bargaining Agreement.

Dr. Derek Jindra
Assistant Superintendent
Date 6/21/2023

Tamara Jaimez
Interim Lead Negotiator, HTA
Date 6/21/2023
### Exhibit 1

#### Designated Subjects CTE Credential Salary Schedule

| A1 | Designated Subjects Credential | A2 | Designated Subjects Credential + 15 | A3 | Designated Subjects Credential + 30 | B | B.A. DEGREE | C | B.A. + 30 | D | B.A. + 60 INCM.A or M.A. + 15 | E | B.A. + 75 INCM.A or M.A. + 30 | F | B.A. + 50 INCM.A or M.A. + 45 or DOCTORATE | G |
|----|--------------------------------|----|------------------------------------|----|------------------------------------|----|----------------|----|-------------|----|--------------------------------|----|--------------------------------|----|---------------------------------|----|--------------------------------|----|
| 1  | 42.75                          | 44.88 | 47.134                              | 57.558 | 68.786 | 60.763 | 64.203       | 67.839 |             |     |                                        |     |                                        |     |                                   |     |
| 2  | 44.474                          | 46.089 | 49.023                              | 56.065 | 59.244 | 63.097 | 66.776       | 70.627 |             |     |                                        |     |                                        |     |                                   |     |
| 3  | 46.238                          | 48.550 | 50.984                              | 56.453 | 61.271 | 65.402 | 68.269       | 73.409 |             |     |                                        |     |                                        |     |                                   |     |
| 4  | 48.096                          | 50.499 | 53.026                              | 58.961 | 63.291 | 67.749 | 71.743       | 76.200 |             |     |                                        |     |                                        |     |                                   |     |
| 5  | 50.019                          | 52.517 | 55.143                              | 60.865 | 65.203 | 70.064 | 74.218       | 78.980 |             |     |                                        |     |                                        |     |                                   |     |
| 6  | 52.022                          | 54.618 | 57.351                              | 62.705 | 67.331 | 72.396 | 78.708       | 81.788 |             |     |                                        |     |                                        |     |                                   |     |
| 7  | 54.096                          | 56.895 | 59.641                              | 64.611 | 69.371 | 74.734 | 79.177       | 84.556 |             |     |                                        |     |                                        |     |                                   |     |
| 8  | 54.096                          | 59.056 | 62.031                              | 66.420 | 71.392 | 77.056 | 81.896       | 87.331 |             |     |                                        |     |                                        |     |                                   |     |
| 9  | 75.420                          | 79.356 | 84.151                              | 90.123 |          |          |          |          |             |     |                                        |     |                                        |     |                                   |     |
| 10 |                               |        |                                     |   81.712 | 86.627 | 92.902 |             |          |             |     |                                        |     |                                        |     |                                   |     |
| 11 |                               |        |                                     | 86.390 | 91.584 | 95.697 |             |          |             |     |                                        |     |                                        |     |                                   |     |
| 12 |                               |        |                                     | 98.473 |          |          |          |          |             |     |                                        |     |                                        |     |                                   |     |
| 13 |                               |        |                                     |        | 101.629 |          |          |          |             |     |                                        |     |                                        |     |                                   |     |
| 16 |                               |        |                                     |        |          |          |          |          |             |     |                                        |     |                                        |     |                                   |     |
| 18 |                               |        |                                     |        |          |          |          |          |             |     |                                        |     |                                        |     |                                   |     |
| 20 |                               |        |                                     |        |          |          |          |          |             |     |                                        |     |                                        |     |                                   |     |
| 22 |                               |        |                                     |        |          |          |          |          |             |     |                                        |     |                                        |     |                                   |     |

UNITs AFTER B.A. ARE SEMESTER UNITS

186 workdays