

HTA
Summary of Changes 2022-2025 T.A.
10/01/2022

Article 1: The dates have been updated to reflect the term of the new contract, as well as the dates for re-openers.

Article 2: Updated to include “Career Technical Education Teachers”. Exclusions were updated to reflect “Classified Preschool Teachers”.

Article 7: Several items have been updated in Article 7 to include the following -

- Chart has been updated to reflect Collaboration MOU being adopted now as contract language.
- Article has been renumbered after 7.1.6.4
- 7.5.1 Secondary Prep Schedule can be adjusted for testing schedule
- 7.8.2 Kindergarten Workday added
- 7.9 Nurses is a new section
- 7.10 Psychologist/ Behavior Specialist is a new section
- 7.11 Counselors is a new section
- 7.1.6 Collaboration added to the contract

Article 8: Updated language around the composition of the Insurance Committee

Article 9: Salary and Benefits Updated

Article 12: Updated the list of people that qualify for bereavement to match the Classified CBA more closely. In addition, language was added to define the amount of FCL afforded to employees so it matches the law.

Article 13: The article on safety was updated to include items that HUSD will include in annual notifications as well as other small language updates. Lastly, language was added regarding Heating/ Cooling and ventilation systems.

Article 14: Updates to Article 14 include -

- TK was removed from the class average and it is now the K-3 class average
- 14.3 - Elementary PE Support when class size exceeds 34
- 14.3.1 through 14.3.3 - Specific Class Size Language (Secondary Specific)
- 14.3.4 Now 25 days to adjust class sizes

Article 19: This is a new article that contains some items from the previous special education MOU.

Appendices: The list of updated Appendices include the following -

- Appendix A
- Appendix B1 - Appendix B4

- Appendix C1 - Appendix C7
- Appendix E
- Appendix G (Attachment of new CSTP's)
- Appendix I
- Appendix J
- Appendix F-1 MOU

MOU's: The following MOU's have been added/ updated -

- School Counselor Work Year
- Saturday School Rate of Pay
- School Counselor Caseload Reassignment
- Supports for Special Education Programs and Practices
- Grade Span Adjustment MOU
- CTE Teacher Salary Schedule Placement
- SLP Tuition Reimbursement Program
- Collaboration for Singleton Teachers
- TK MOU

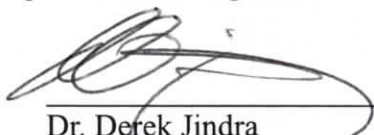
March 11, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

ARTICLE 1: AGREEMENT

New language:

1.2 This agreement shall be effective from July 1, ~~2019-2022~~, through June 30, ~~2025~~ 2022. The parties agree to reopen up to two (2) articles each **for the 2023-2024 and 2024-2025 school years** ~~2021/2022 school year~~ in addition to Articles 8 (Health and Welfare Benefits) and 9 (Salaries). Additionally, the parties agree to meet and discuss the content of MOU's that expire during the term of this Agreement. The Parties shall submit their initial proposals to each other for a successor agreement prior to the expiration of this Agreement.



Dr. Derek Jindra
Assistant Superintendent

3/11/22
Date



Tamara Jaimez
HTA Lead Negotiator

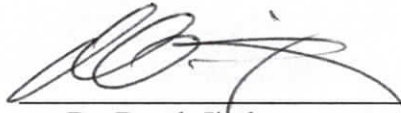
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March 11, 2022

ARTICLE 2: RECOGNITION


Proposal from the Hemet Teachers Association to the Hemet Unified School District

2.1 Pursuant to the requirements of Government Code Section 3544.1, the District recognizes the Association as the exclusive representative for the unit described as follows: All full-time, ~~and~~ part time **and temporary certificated employees including temporary, and dependent charter school and Career Technical Education certificated** employees in the Hemet Unified School District. Excluded from this unit are all certificated employees designated by the District as management, supervisory and confidential, **classified** pre-school teachers and all substitutes who work in the Hemet Unified School District.



Dr. Derek Jindra
Assistant Superintendent

3/11/22
Date



Tamara Jaimez
HTA Lead Negotiator

3/11/22
Date

TENTATIVE AGREEMENT

ARTICLE 7: HOURS OF EMPLOYMENT

Article 7 Re-write/numbering

- 7.1. Classroom Teachers.
 - 7.1.1. **Work Year.** There will be four non-student days prior to the school year: two Professional Development days, one meeting day, and one teacher prep day. There will be one non-student teacher prep day immediately preceding the spring semester. The work year shall be as provided for on the school calendar, and shall not exceed 186 days.
 - 7.1.2. **Work Week.** The regular work week shall be Monday through Friday except as such a week might be changed by national, state, or local holidays, or the school calendar.
 - 7.1.3. **Work Day.** Unit members shall be on the work site prior to the beginning of the student's regular school day in accordance with the before school duty schedule in effect at the site to which the unit member is assigned, and shall remain on the worksite after the students' regular school day ends in accordance with the after school duty schedule in effect at said site and in keeping with the district-wide duty day. If program assignments are such that different unit members' assignments require different daily beginning and ending times, these times will be determined by the District, however each such assignment shall be in compliance with 7.1.4 below.
 - 7.1.4. In accordance with past practices, it is recognized that the total amount of time regularly required to be spent at a school site by unit members may vary, due to differences in assignment, extended day schedules, conferences and for other reasons. Duty time will be no fewer minutes than the classroom teacher duty day unless mutually determined and agreed upon between the unit member and the principal.
 - 7.1.5. **Lunch.** All unit members shall be entitled to one, duty free, uninterrupted lunch period per day of no less than thirty (30) minutes in length.
 - 7.1.6. **Duty Minutes.** All certificated unit members will have the same length of regular duty day exclusive of the lunch period as set forth below:
 - 7.1.6.1. Elementary teachers, including grades TK through 8 in TK-8

schools, shall be assigned by the site administrator no more than ninety (90) minutes per week of student supervision duty to be performed at recess and/or before or after school. Middle School teachers in sixth (6th) through eighth (8th) grade shall be assigned by the site administrator no more than five hundred (500) minutes per year of student supervision before or after school.

7.1.6.2. Elementary teachers, including grades TK through 8 in TK-8 schools, shall be assigned by the site administrator no more than ninety (90) minutes per week of student supervision duty to be performed at recess and/or before or after school. Middle School teachers in sixth (6th) through eighth (8th) grade shall be assigned by the site administrator no more than five hundred (500) minutes per year of student supervision before or after school.

7.1.6.3. Elementary teachers shall not be assigned both before school and after school duty in the same day, unless a teacher volunteers to supervise more than one duty a day.

7.1.6.4. In the event unit members are called upon to provide duty beyond the ninety (90) minutes due to inclement weather, administration shall adjust the affected unit members' duty minutes the following week to account for the overage.

7.1.7. Duty Day Chart

		Minutes	
Grade		Regular Day	Late Start/Early Release
TK/Kindergarten	Instructional Time	306	166
(Elementary)	Prep	55	55/50
	Before/After K Lunch	40	50
	Meeting	-	80
Total		401	401
1-3	Instructional Time/Prep	325	230/50
(Elementary)	Recess, Before/After	76	41
	Meeting	-	80

Total		401	401
4-5	Instructional Time/Prep	336	230/50
(Elementary)	Recess, Before/After	65	41
	Meeting	-	80
Total		401	401
6-8	Instructional Time	346	266
(Middle School)	Passing, Before/After	55	55
	Meeting	-	80
Total		401	401
9-12	Instructional Time	346	266
	Passing, Before/After	55	55
	Meeting	-	80
Total		401	401

- 7.1.8. Elementary teachers, including grades 1-8, shall have a total of 170 minutes of preparation periods per week, including one period of at least 50 minutes unless teachers in grades 6-8 are assigned to a middle school schedule as indicated above. All such preparation periods shall be provided in blocks of at least 30 minutes per period.
- 7.1.9. Elementary Functional Skills, BESTT and Autism Moderate/Severe teachers in grades 1-5 shall receive compensation outlined in paragraph D of Appendix C in lieu of 120 minutes of the 170 minutes prep time specified in 7.1.8.
- 7.1.10. Elementary planning time teachers (grades 1-8) in TK-8 schools shall receive planning time as follows: a. Elementary planning time teachers who work the majority of their time under an elementary schedule shall receive planning time in the same manner as elementary teachers at the

same site. b. Elementary planning time teachers who work the majority of their time under a middle school schedule shall receive planning time in the same manner as middle school teachers at the same site.

7.1.10.1. The duty minutes described above will not be applicable on field trip days, where hours may be modified to comply with required supervisory times. Elementary specialists, such as itinerant music, physical education, etc., teachers shall be on the 4-8 schedule.

7.1.11. Waivers. Full-time unit members may request the building principal to waive after school duty time for the following reasons: medical and dental appointments, college classes, attendance at District-sponsored activities, attendance at Association meetings and necessary personal business. If there is no interference with assigned duties, principals will waive after school duty time for Association meetings.

7.2. The hours of work of full-time unit members whose assignment hours differ from the students' regular school day, including but not limited to speech therapist, behavior specialist, counselors, psychologists, nurses and librarians shall be as required under Section 7.1.8.

7.3. The hours of work of regular part-time unit members covered by this Agreement shall be prorated to that of full-time unit members.

7.4. Bargaining Unit Members shall be present at the discretion of management to render professional service, including but not limited to, parent conferences, open house activities, teacher-parent meetings, and supervision of student activities.

7.4.1. Bargaining Unit Members shall not be required to attend more than two (2) evening events per year at the elementary level and three (3) evening events per year at the secondary level. Teachers at K-8 campuses shall be required to attend no more than two evening events. With the exception of high school graduations, no evening event shall last longer than ninety (90) minutes.

7.4.2. In addition to the activities and duties described in Section 7.4, the District may require unit members covered by this Agreement to attend **an emergency staff meeting where the subject matter is of such an urgent nature that it cannot wait until the next regularly scheduled staff meeting (e.g. death of a student or staff member, police activity, school closure, safety concerns).**

7.5. Full-time secondary school teachers shall be provided with a daily preparation period to further the instructional program. This is not a free period, but a period for student conferences, class preparation and other classroom responsibilities.

7.5.1. The parties agree to waive section 7.5 of the Collective Bargaining

Agreement for a period not to exceed three (3) weeks or the equivalent per year at the middle and high school levels for the purpose of testing. During testing weeks, contractual prep time minute requirements may be modified to fit the testing schedule, provided all secondary teachers at a particular site receive an equal amount of weekly preparation time.

- 7.5.2. Each site shall collaboratively determine the most effective testing schedule that meets their particular needs.
- 7.6. Full-time elementary school teachers shall be provided with preparation periods as set forth in 7.1.6, above, to further the instructional program. These are not free periods, but periods for conferences regarding students, observations and class preparation. This period will not be used for in-service meetings, staff meetings, or meetings concerning State mandated programs. The principal and staff of each elementary school will meet at the beginning of each school year to collaboratively develop a plan for the delivery of preparation time during the parent conference weeks. Contractual preparation time minute requirements may be modified to fit the parent conference week plan developed by the principal and staff in order to equalize preparation time. Each school could have different solutions which shall not be precedential for either the school or other schools. If agreement cannot be reached between the staff and the principal, the matter will be referred to HR/HTA President for resolution. This will not result in additional general fund cost. The goal is to equalize the preparation time during the two conference weeks for those teachers who provide parent conferences.
- 7.7. **Adult Education Teachers.**
 - 7.7.1. **Unit member Work hours.** The lengths of the work year, work week, and work day as well as the number of unit members in Adult Education are dependent upon fluctuations in average daily attendance, categorical funding changes, and community needs. The District reserves the right to add to, reduce, or eliminate the work hours of any unit members in Adult Education based upon such fluctuations.
 - 7.7.2. **Necessary Attendance.** The District shall determine the amount of student attendance necessary for the scheduling, maintenance and/or cancellation of any Adult Education class.
 - 7.7.3. **On-Site Time.** Unit members assigned as classroom teachers will be at the worksite before the beginning of their class and remain on duty at the worksite, except for authorized break periods, for the period of the class.
- 7.8. **Kindergarten Teachers.**
 - 7.8.1. **Supervision.** Kindergarten teachers shall not provide lunch supervision. The scheduling of Kindergarten teachers supervision duties shall be consistent with other primary level teachers at their school site.

7.8.2. Kindergarten Workday:

7.8.2.1. The Kindergarten teacher work day is outlined in section 7.1.7 of the agreement.

7.8.2.2. Unless expressly included herein, there shall be no K-1 combination classes. The parties recognize that K-1 combination classes may be necessary at outlying schools, alternative education sites, and special education programs. If a K-1 combination is needed in one of these sites/programs, the District shall provide notice to HTA as soon as is practicable, but no later than 24 hours after the combination class is needed.

7.8.2.3. Kindergarten teachers shall be provided one and a half (1 ½) hour per day of instructional aide support. When there is no aide available, the District shall make all reasonable attempts to secure a substitute. If an aide is absent for five (5) consecutive days, or expected to be absent for five (5) consecutive days, and a substitute is not available, the District shall provide assistance to the Kindergarten teacher (such as a non-substitute District employee). This also applies when a position is expected to be vacant for five (5) or more consecutive days. In providing assistance, the District shall not remove a non-substitute aide from an existing assignment.

7.8.2.3.1. Kindergarten teachers may request additional aide support up to an hour per day for the first nineteen (19) days of the school year (extra duty opportunity for the aide) which shall be provided subject to staff availability.

7.8.2.3.2. Kindergarten teachers shall be provided four (4) days of release time for testing.

7.9. Nurses

7.9.1. The work year of a school nurse shall be 187 days.

7.9.2. The workday of a school nurse shall be an eight (8) hour day. A thirty (30) minute duty-free lunch shall be provided in addition to the eight (8) hour workday.

7.9.3. Any work performed by a nurse outside of the contracted work year or duty day shall be paid at the R&D rate in Appendix C-4 and must be pre-approved by administration.

7.9.4. Nurses shall not be required to provide "clinic service." Clinic service is defined as: Immunization services for students and staff TB/Hepatitis B services.

7.9.5. Nurses shall provide services to all HUSD students.

- 7.9.6. Nurses shall provide virtual services and in-person services (e.g. vision/hearing) for students enrolled in non-public schools. Nurses shall also provide those services outlined in the IEP that pertain to their position, and attend IEPs which could be virtual or in-person depending on parent choice.
 - 7.9.6.1. Nurses shall have 72-hour advance notice prior to providing services at a non-public school. In the event that the Nurse's commute to and from a non-public school extends their workday, the Nurse shall notify their supervisor as soon as possible and shall be paid at the R&D rate in Appendix C-4.
 - 7.9.6.2. The Nurse Administrator shall meet with the nurse team at minimum two (2) times per month to coordinate non-public services.
 - 7.9.6.3. If, due to a colleague being required to provide service at a non-public school, a nurse volunteers, at the request of administration, to complete work after their workday and beyond their caseload, they shall be compensated at the R&D Rate in Appendix C-4.
- 7.9.7. Nurses shall provide service to students in other tax exempt schools within HUSD boundaries that the District is required to serve by law (i.e. attending IEP meetings - which could be virtual or in-person depending on parent choice, assessments, and any other consulting services for students with an IEP).
- 7.9.8. Nurses shall provide services to students who are preschool age. The nurses shall be provided access to all student medical records.
- 7.9.9. Nurses shall not be required to substitute or relieve a classified Health Services Technician unless there is a medical emergency as determined by the Nurse Administrator, or designee. Some Nurse and Health Services Technician duties may occasionally overlap.
- 7.9.10. Summer School assignments for nurses shall be voluntary.
- 7.10. **Psychologists/Behavior Specialist**
 - 7.10.1. The work year of a Psychologist and Behavior Specialist shall be 196 days.
 - 7.10.2. Psychologists and Behavior Specialist's shall be able to flex their additional ten (10) workdays with five (5) days prior approval from their immediate supervisor in order to meet assessment timelines. These days must be scheduled on days when the district office is open.
 - 7.10.3. If a Psychologist and/or Behavior Specialist is on Long Term/Extended leave, the District shall endeavor to provide a substitute. If, due to Long Term/Extended leave of a colleague, a Psychologist volunteers at the

request of administration to complete additional assessments, reports, etc. after their workday and beyond their caseload, they shall be compensated at the R&D Rate in Appendix C-4.

7.10.4. Psychologists shall meet monthly with each other and their supervisor(s) by grade span to discuss workload (e.g. caseloads, number of assessments/manifestation determinations) with the goal of collaboratively balancing workload. Supervisors shall endeavor to schedule these meetings during collaboration time.

7.10.5. Psychologists and Behavior Specialists shall not be required to work “Extended School Year” (ESY). If Psychologists and/or Behavior Specialists are needed for ESY they may volunteer to provide coverage and/or conduct student assessments and shall be paid at the summer school hourly rate in Appendix C-4.

7.10.6. When a Psychologist and/or Behavior Specialist is needed during the summer break to conduct student assessments prior to the start of the school year they shall be paid at the R&D rate in Appendix C-4. This shall be voluntary.

7.11. Counselors

7.11.1. The work year of the counselor shall be 196 days.

7.11.2. When a Counselor is on Long Term/Extended Illness leave the District shall endeavor to provide a substitute. School counselors may be required to participate in IEP’s, SST’s, 504’s, RTI Services, MTSS Services, SART/SARB meetings/planning, and any other meeting where a counselor’s input is needed. Counselors shall not be required to coordinate the aforementioned unless it is on a voluntary basis.

7.11.3. Counselors shall attend evening activities as outlined in Section 7.4.1. Any Counselor, including College Career Counselors required to attend additional evening activities shall be compensated at the R&D rate in Appendix C-4.

7.11.4. Summer School assignments for Counselors shall be voluntary.

7.12. New Teachers to District. For the purpose of orientation to the District prior to the return to work date for all teachers, new teachers will be compensated on the Appendix C-3 Extra Pay Schedule R&D Rate.

7.13. Grade Submission.

7.13.1. Secondary Grade Submission. Semester grades shall be submitted on or before the completion of the third business day (business day is defined as not a holiday on the district’s adopted calendar) following the end of the grading period. A non-student day shall be calendared at the end of the first semester and that day is for finalizing student grades and

preparing for second semester. Triad grades shall be submitted on or before the completion of the third student day.

7.13.2. Elementary Grade Submission. End of the year elementary report cards may be required to be submitted two (2) days prior to the last day of school. No Unit Member shall be required to submit report cards on an earlier date.

7.13.3. All classroom teachers shall utilize a District approved Learning Management System (e.g., Google Classroom).

7.14. Shared Certificated Contracts.

7.14.1. Only elementary teachers will be considered for a shared teaching assignment. Secondary teachers may apply for partial assignments.

7.14.2. “Shared Assignment/Contract” will be defined as splitting (sharing) a duty day or a duty week. (Sharing on a semester basis will be handled through a leave of absence procedure.)

7.14.3. A teacher who is interested in a shared teaching assignment shall be responsible for identifying another teacher who would be interested in sharing a contract. The District shall not be required to locate a partner for an interested teacher.

7.14.4. The two teachers interested in sharing an assignment must develop an instructional plan to be presented to the site and district-level administration for approval.

7.14.5. Following approval at site level, the principal will forward the request to his/her supervisor for district-level review, and recommendation to the Governing Board.

7.14.6. Both teachers involved in a shared assignment will be responsible for attending such activities as staff meetings, parent conferences, open houses, etc.

7.14.7. Salary and fringe benefits will be prorated according to the percentage basis of the shared contract.

7.15. Alternative Work Day/Week Schedule

7.15.1. Special Education Preschool Teachers

7.15.1.1. Teachers will teach two 180-minute sessions (morning and afternoon) per day for a total of 360 instructional minutes four days a week.

7.15.1.2. Teachers will be provided a 30-minute duty-free lunch.

7.15.1.3. Teacher total duty minutes will be 435 minutes (7 hours 15 minutes) per day four days a week.

7.15.1.4. Teachers will work 310 duty minutes (5 hours 10 minutes) one day a week (every other week) to align with the District’s collaboration

calendar and utilize this time for IEP meetings, preschool staff meetings, collaboration, and preparation time.

7.15.1.5. The start time of sessions and duty times (days and times) will be coordinated by the District Special Education Department.

7.15.1.6. Teachers teaching preschool Special Education Preschool classes on elementary school sites will not be required to serve on school committees, staff/in-service meetings, or general education elementary collaboration meetings nor be assigned to recess, before/after school supervision, or lunch duty. They may participate in these activities if they wish.

7.15.1.6.1. Special Education Preschool Teachers shall attend regular school events (e.g. Open House, Back to School Nights, conferences, etc.), to align with 7.4.1.

7.15.1.7. Teachers will be provided with 4 half day release periods (substitute provided by Special Education Department) to complete IEPs and fulfill requirements of state assessments.

7.15.1.8. Special Education Preschool Teachers will receive the same number of personal necessity days as all other Bargaining Unit Members outlined in Article 12.3.3.7.

7.15.1.9. Leave days (including sick leave, personal necessity, and discretionary days) will be deducted as follows: 1) Extended days (four days) – 9.2 hours and 2) Shortened days (remaining fifth day) – 6.4 hours.

7.15.2. Western Center Academy

Notwithstanding Section 7.1.1 and 7.1.6, the following provisions are agreed to for the Western Center Academy (WCA).

7.15.2.1. Workday Schedule for WCA Middle School Teaching Staff The middle school duty day for teachers is 401 minutes including a daily prep period and before/after passing time and excluding lunch.

7.15.2.2. WCA teachers serving in grades 6-8 will not exceed a 401 minute duty day, however, allocation of duty day minutes will be flexible.

7.15.2.3. Teachers will teach 346 instructional minutes per day, including passing, to allow for extended specialized lab periods.

7.15.2.4. Additionally, teachers will receive a daily prep time of minutes before school. Teachers will not be required to supervise students except during passing time totaling 15 minutes per day. Required after school time will be 10 minutes.

7.15.2.5. Teachers will receive 26% of a sixth period assignment for

additional instructional minutes. All other provisions of 7.1.1 and 7.1.6 shall remain in full force and effect for certificated unit members assigned to the Western Center Academy.

7.15.3. Inclement Weather and Other Emergency Days

- 7.15.3.1.** Under the direction of the Superintendent or designee, the District may cancel classes when deemed in the best interest of students due to inclement weather or other emergency. On such days when classes are not held, all Certificated bargaining unit members at the affected school(s) shall not report for duty.
- 7.15.3.2.** When possible, the District shall notify unit members 24 hours prior to the closure. In the event that 24 hours' notice is not possible, the District shall provide as much notice as is reasonably possible.
- 7.15.3.3.** Unit members who have already arrived on campus may be directed to remain during a closure to supervise students. In such a case, the unit members shall not be required to attend a makeup day. Upon mutual agreement with the supervisor, any unit members excused from a makeup day may work the day and be paid at the R&D rate for the hours worked. If the closure occurs on a non-student day, unit members shall not be required to remain at the site.
- 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. In the event that makeup days are required, the pre-scheduled year-end non-student day will be moved to the last day of the revised school calendar. 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.
- 7.15.3.5.** District based personnel shall be expected to rearrange their calendars to work in other open locations during a closure. In the event that all of the sites served by the District based personnel are closed, the District based personnel shall follow the provisions of this article.

7.16. Collaboration Time: The parties have a mutual interest in fostering collaboration between bargaining unit members for the purpose of building collective efficacy and increasing student achievement.

7.16.1. Purpose and Definition

7.16.1.1. The purpose of collaboration time is to ensure that all students learn at high levels. Collaboration is defined as school staff (certificated and administration) working together to take collective responsibility for the success of each student. Collaboration is effectively implemented when school staff work together interdependently to impact classroom practices in ways that improve outcomes for their students, their team, and their school. Collaboration meetings shall be aligned to district and site goals.

7.16.2. Schedule and Workday

7.16.2.1. There shall be one (1) day per week designated as late start/early release. On such days, there will be an eighty (80) minute meeting.

7.16.2.2. The late start/early release shall be on the same day of the week, which is currently Wednesday. A change in the day of the week shall be determined on or before the Thanksgiving Break for the following academic year.

7.16.2.3. Before each September 1, Administration shall develop and provide to HTA an annual meeting schedule which may be changed upon reasonable notice. Absent extenuating circumstances, reasonable notice shall be considered eight (8) calendar days prior to the meeting.

7.16.3. Collaboration shall be incorporated within the certificated work day.

7.16.4. The District shall make a reasonable effort to minimize scheduling elementary teacher trainings on early start/late release Wednesdays.

7.16.5. In accordance with the **chart at Article 7.1.7**, the certificated work day shall consist of 401 minutes plus a duty free lunch of not less than 30 minutes. **Ten (10) minutes shall be added to each work day (for a total of 401 minutes per day). Thirty (30) minutes shall be reallocated from weekly instructional minutes to collaboration time.**

7.16.6. Meeting Type and Purpose

7.16.6.1. Administrators shall monitor and supervise all work at their site. Administrators shall provide district and site goals and the support necessary to achieve intended collaboration outcomes.

7.16.6.2. The meetings will be designated and scheduled as follows:

Meeting Type	Topic and Structure	Facilitation	% of Annual Collaboration/Staff meetings
Staff Meeting	Administrator determines the topic and structure.	Administrator	Up to 25%
Site Leadership* Designed Collaboration	Site Leadership determines the topic and collaboration structure.	Administration or other designated staff	25%-50% (any time in addition to 25% must be taken from Admin. Staff Meeting time)
Teacher Collaboration	Teachers determine the topic and collaboration structure.	Teachers	At least 50%

*Site Leadership shall be defined as site administration and the site created leadership team.

- 7.16.6.3. Site Leadership Designed Collaboration:** Site Leadership shall set the agenda and meeting location. The agenda shall reflect the district and school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) how the intended outcomes of the meeting relate to student achievement. Administration shall solicit input from staff prior to creating meeting topics for each semester. The site leadership created topics shall be guided by input received.
- 7.16.6.4. Teacher Collaboration:** Teachers shall set the agenda and an on-campus meeting location (unless an off-campus District site is pre-approved by the Principal) for Teacher Collaboration time. This agenda will reflect the school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) how the intended outcomes of the meeting relate to student achievement; (4) administrative support needed to accomplish the intended outcomes; and (5) submission of the agenda for the next meeting for administrative input. After a teacher collaboration session, the team shall provide minutes to the administration based on the agreed upon components **and the next week's agenda no later than the Friday following the collaboration meeting.**

7.16.6.5. HUSD and HTA will jointly create an agenda/minutes template to be used for teacher collaboration meetings. This shall be reviewed on an annual basis.

7.16.6.6. **Alternative Schedule**

7.16.6.6.1. In certain instances over the course of the school year, collaboration/staff meetings may not occur (i.e. calendared minimum days, vacation days, elementary conferences, teacher planning day(s); the last day of school), and these dates shall not be considered in calculating the annual percentages described above. Refer to the Board approved calendar for reference.



10/3/2022

Dr. Derek Jindra
Assistant Superintendent, HR

Date



9/29/2022

Tamara Jaimez
HTA Lead Negotiator

Date



March 11, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

ARTICLE 7.1.1 Work Year

New language:

7.1.1 Work Year. There will be four non-student days prior to the school year: two Professional Development days, one meeting day, and one teacher prep day. There will be one non-student teacher prep day **immediately preceding the spring semester.** ~~immediately following the last student day of the school year.~~ The work year shall be as provided for on the school calendar, and shall not exceed 186 days.

Agreement:  
Date: 3/11/22 3/11/22

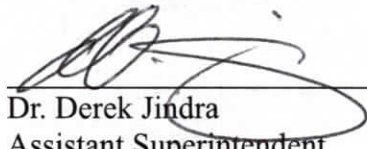
March 16, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

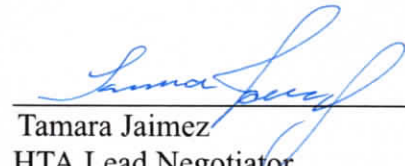
ARTICLE 8: Health and Welfare Benefits

New language:

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.


Dr. Derek Jindra
Assistant Superintendent

3/16/2022
Date


Tamara Jaimez
HTA Lead Negotiator

3/16/22
Date

February 2, 2022 (HUSD Counter #2))

COUNTER PROPOSAL FROM THE HEMET TEACHERS ASSOCIATION TO THE HEMET
UNIFIED SCHOOL DISTRICT

ARTICLE 9: SALARIES

ARTICLE 8: HEALTH AND WELFARE BENEFITS

2021-22

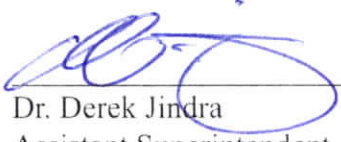
- Effective July 1, 2021, all certificated 2021-22 salary schedules shall be increased by four percent (4%); any retroactive payments will be on base salaries only.
- Upon Board approval, a one-time off-schedule payment of three percent (3%) shall be made to all certificated bargaining unit members who are in paid status as of the date of the Tentative Agreement. This payment shall be based on their new 2021-22 salary schedule placement. The payment shall be made on the February pay warrant. The payment shall be prorated for partial year service.
- This resolves negotiations for Article 8 and Article 9 for the 2021-22 school year with one exception. The parties agree to continue to negotiate a new Designated Subjects CTE salary schedule.

2022-23

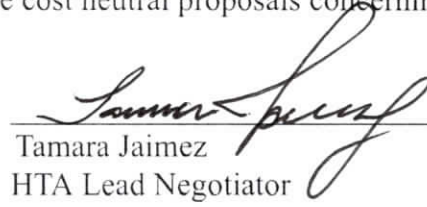
- Effective July 1, 2022, all certificated 2022-23 salary schedules shall be increased by three percent (3%). HTA shall notify the District prior to April 1, 2022 whether it intends to place any of the 3% towards benefits.
- For Summer 2022 and Summer 2023, the summer school rate of pay reflected in Appendix C-4 shall be paid a percentage of .080% of Column E Step 5. After Summer 2023, the rate of pay shall revert to the summer school rate of pay in appendix C-4, which parties have agreed will be increased to (\$56.92) for Summer, 2023.
- A one-time off-schedule payment of four percent (4%) shall be made to all bargaining unit members in paid status as of the day after the first workday for their position in the 2022-23 school year, based on their 2022-23 salary schedule placement. The payment shall be made on the August pay warrant. Certificated bargaining unit members hired after the first workday for their position for the 2022-23 school year shall receive a prorated payment due to partial year service. Certificated bargaining unit members hired

after the first workday for their position for the 2022-23 school year shall receive the off-schedule payment within two (2) pay periods.

- This resolves negotiations concerning Article 9 and for any cost items related to Article 8 for the 2022-23 school year. HTA may make cost neutral proposals concerning Article 8.


Dr. Derek Jindra
Assistant Superintendent

2/2/22
Date


Tamara Jaimez
HTA Lead Negotiator

2/2/22
Date


May 6, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

ARTICLE 12: LEAVES

New language:

12.2 Bereavement Leave. Each employee 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 employee'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 employee or the employee's spouse/**domestic partner**, or any person living in the immediate household of the employee. Additions to the definition of the employee's immediate family above will be made only at the discretion of the Superintendent or designee.

 5/6/22
Dr. Derek Jindra Date
Assistant Superintendent

 5/6/22
Tamara Jaimez Date
HTA Lead Negotiator

April 15, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

ARTICLE 12: LEAVES

New language:

12.1 Sick Leave. Sick leave is granted to employees 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 employees are absent for less than one full work day, the employee shall be charged only for time missed on an hour by hour basis.

12.1.5 Family Care Leave. Unit members shall be entitled to use ~~accrued sick leave to care for family members~~ up to 12 weeks of accrued leave for the purposes of caring for the illness of a family member. Members may use up to five (5) days without medical documentation outlining the need. On day six (6) and beyond, medical documentation outlining the need shall be provided. Where the need for the leave is not foreseeable the employee shall provide notice (e.g. medical note) as soon as reasonably possible with the preference that notice 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 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 employee 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 employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling.

12.3.3.7 Up to ~~four (4)~~ 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 employee cannot reasonably be expected to disregard and which require the attention of the employee 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.)

12.10

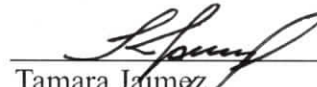
Family Care and Medical Leave. In accordance with state and federal law, qualifying unit members shall be afforded family care and medical leave benefits, which shall run concurrent to all of the leaves provided in this section. These leave benefits shall be consistent with those described in Appendix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

NO OTHER PROPOSED CHANGES TO THIS ARTICLE



Dr. Derek Jindra
Assistant Superintendent

4/15/22
Date



Tamara Jaimez
HTA Lead Negotiator

4/15/22
Date

13 ARTICLE 13: SAFETY CONDITIONS

13.1 The District acknowledges its obligation to maintain a safe working environment for unit members and for prescribing appropriate safety standards. In this regard, the District intends to be guided by the California Occupational Safety and Health Act (Labor Code Section 6300).

13.2 As part of its annual notification process, the District shall provide employees with the following education code provisions related to safety:

13.2.1 Education Code Section 44807

13.2.2 Education Code Section 48910

13.2.3 Education Code section 49079

13.3 Unit members acknowledge their obligation to comply with District safety standards, including accident and safety reports, and to practice basic safety measures. Failure to do so, may be grounds for discipline.

13.4 Unit members shall report to their immediate supervisor suspected unsafe conditions in writing. The District shall supply a report form for reporting unsafe conditions.

13.5 Unit members shall report to their immediate supervisor any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place and is related to any school activity. Unit members are obligated to prepare any reports required by the District relating to such incidents. The District will facilitate actions against students or adults who abuse, assault, insult or upbraid employees. The District shall, upon request, respond to the affected employee within five (5) working days as to what action has been taken or is being considered by the District with respect to the incident in question.

13.5.1 Employees who have been attacked, assaulted, or battered, or who have been threatened with injury by someone the employee reasonably believes is capable of inflicting such harm, shall immediately report the incident to their immediate supervisor and to appropriate law enforcement authorities if they desire. **In the face of physical assaults or threats of assaults, a unit member may also call 911.**

13.6 The District will investigate all reports of suspected unsafe conditions and shall take steps it deems necessary to correct conditions determined to be unsafe. The District shall, upon request, respond to the Association or the employee within five (5) working days as to what remedial action is being considered to correct the unsafe condition.

13.7 The District shall supply and maintain adequate means for communication between a teacher and other staff members at the school for emergency situations.

13.8 The District shall maintain a Safety Committee, which shall consist of, among others, representatives of the certificated bargaining unit. Any bargaining unit member may report a safety concern by following the process outlined in the site handbook

and/or on the District website. To begin this process, the unit member shall file an Unsafe Conditions Report with site administration.

- 13.8.1 Beginning with the 2019-20 school year, the Safety Committee shall send a joint communique regarding the law governing lactation accommodations to all employees. The communique shall be reviewed annually, prior to September 30th, and updated when necessary.
- 13.9 No unit member shall be required to perform duties under conditions which pose an immediate threat of serious physical harm to the unit member provided the unit member has reported the condition to her/his site administrator and exhausted reasonable means to correct the condition. In exercising the foregoing right, unit members shall not neglect the responsibility to provide for the safety of students.
- 13.10 The District shall indemnify and hold harmless from liability any unit member who performs, within the scope of her/his authority, specialized health care services. Unit members shall receive proper and adequate training in those health care services they are asked to perform. Notwithstanding the above, and with the exception of nurses, no unit member will be required to perform catheterizations, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining. Nothing herein shall be interpreted as preventing a unit member from performing the health care services described herein if the unit member volunteers in writing and has received proper training from a certified specialist in these procedures.
- 13.11 No bargaining unit member shall be asked or directed to transport pupils in private vehicles.
- 13.12 The District will inform employees of the scope of protection for personal liability under the District's liability coverage for employees acting as agents of the District.
- 13.13 Each unit member shall be given a copy of the school site's student discipline procedures at the start of the school year.
 - 13.13.1 In accordance with Education Code Section 48910, a unit member shall have the right to suspend a student from their class for that day and/or the day following, while providing students with disabilities their due process under the Individuals with Disabilities Education Improvement Act. Site handbooks shall contain Education Code 48910 and procedures relating to a unit member's suspension of a student.
- 13.14 In accordance with Education Code Section 49079, the District shall notify a unit member of any pupil enrolled in her/his class who has engaged in, or is reasonably suspected to have engaged in, within the last three years, any of the acts subject to suspension or expulsion under the Education Code Section 48900 that are reportable under Section 49079 when such information is made known to the District. The District shall provide the information to the teacher through records the District maintains in its ordinary course of business or receives from a law enforcement agency. Any information received by a unit member pursuant to this

section shall be received in confidence for the limited purpose for which it is intended and shall not be disseminated by the teacher. Violation of this confidentiality requirement by a unit member shall be grounds for discipline.

13.15 Use of surveillance cameras

13.15.1 In accordance with Education code section 51512, the District may not place any electronic listening or recording device (including surveillance cameras) in any classroom of the elementary and secondary schools without the prior consent of the teacher and the principal of the school.

13.15.1.1 The following applies to the use of surveillance cameras at school site areas outside of a classroom.

13.15.1.2 Signs shall be posted disclosing the use of surveillance cameras.

13.15.1.3 Surveillance cameras shall not be used as de-facto time clocks.

13.15.1.4 Surveillance cameras shall not be used in any formal or informal observation/evaluation.

13.15.1.5 Information garnered from surveillance cameras may only be utilized to enact employee discipline when there is alleged criminal activity, child abuse, or intentional misconduct endangering staff and/or students

13.16 Ventilation

13.16.1 HVAC units shall be inspected and filters shall be changed out **on a regular schedule.**

13.16.2 **Should unit members have a concern about air quality in their classroom, they shall notify site administration.** Site Administration shall respond to the affected unit member within three (3) workdays as to what action has or will be taken to correct the issue.

13.16.3 Maintenance and Operations shall notify site administration once the filters are completely changed. Members may seek filter change information from their administrator.

13.17 Heating and Air Conditioning

13.17.1 In order to provide the best learning environment for students, unit members shall report a non-functioning heating or air conditioning unit to administration or designee. The District shall repair **the unit as soon as practicable.**

13.17.1.1 **Unit members shall report any issues with classroom temperature to their site administration.** -Site Administration shall respond to the affected unit member within two (2) workdays as to what action has or will be taken to correct the issue.



10/3/2022

Dr. Derek Jindra
Assistant Superintendent, HR



10/3/2022

Tamara Jaimez
HTA Lead Negotiator

May 6, 2022

Proposal from the HUSD/HTA negotiation table:

ARTICLES 14: Class Size

New language:

14 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 TK~~K~~-3 at each elementary K-5) and K-8 school.
- 14.1.1.1 Pursuant to Education Code section 42238.02(d)(3)(B), (C)(D), the collectively bargained alternative annual average class enrollment for each school site shall not exceed 26:1 for grades TK~~K~~-3.
- 14.2 For the purposes of Section 14.1, the number of classroom teachers used to compute the above ratio shall **only include regular classroom teachers who have students rostered to them, excluding the Western Center Academy, special education and adult education teachers.** ~~not include special education teachers, counselors, librarians, adult education teachers, speech therapists, psychologists, administrative personnel, nurses and District elementary music teachers, teachers on special assignment, academic coaches nor will it include adult education students.~~
- 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 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 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-five (195) student contacts in a regular five (5) period workday or two-hundred thirty-five (235) student contacts in a six (6) period workday. Performing Arts, **ASB and Athletics**, ~~and Sports-Fitness~~, shall not be affected by the provision.


14.3.2 ~~Effective July 1, 2020,~~ 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.

~~Effective July 1, 2020, secondary Physical Education Classes shall be limited to not more than 55 students per period.~~

14.3.3 ~~Effective July 1, 2020,~~ Secondary Visual Arts class shall be limited to ~~two hundred ten (210)~~ **two hundred five (205)** student contacts in a regular five (5) period workday and ~~two hundred and fifty-two (252)~~ **two hundred forty six (246)** 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)** ~~forty five (45) work days~~ ~~twenty (20) work days~~.

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



Derek Jindra, Ed.D. Date
Assistant Superintendent, HR

10/3/2022



Tamara Jaimez Date
HTA Lead Negotiator

9/29/2022

TENTATIVE AGREEMENT

ARTICLE 14.1.1.1: Class Size

14.1.1.1

Pursuant to Education code section 42238.02(d)(3)(B), (C), (D), the collectively bargained alternative annual average class enrollment for each school site shall not exceed 26:1 for grades K-3. **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 [NO CHANGE]

14.3 [NO CHANGE]


14.4 [NO CHANGE]

14.5 [NO CHANGE]

14.6 [NO CHANGE]



Derek Jindra, Ed.D. 9/27/2022
Asst. Superintendent of HR Date



Tamara Jaimez 9/28/2022
HTA Lead Negotiator Date

FEBRUARY 2, 2022

TENTATIVE AGREEMENT

HEMET TEACHERS ASSOCIATION TO THE HEMET UNIFIED SCHOOL DISTRICT

NEW ARTICLE 19: SPECIAL EDUCATION

ARTICLE 19: SPECIAL EDUCATION

19.1. Definitions

- 19.1.1. "Caseload" is the number of students with Individualized Education Programs (IEP's) 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.
- 19.1.2. 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.

19.2. Joint Special Education Committee


- 19.2.1. Both parties agree to a Joint Special Education Committee (JSEC) to address and make a 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.
- 19.2.2. 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 the co-chairs.
- 19.2.3. Issues raised in the JSEC meeting shall be supported by relevant data, if applicable.
- 19.2.4. 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 school year.
- 19.2.5. Unit members concerned about excessive workload may present their concerns to the JSEC to explore possible solutions.
- 19.2.6. Individual special education concerns may be raised in the periodic meetings between the Special Education Department and the HTA President.

19.3. Instructional Aides

- 19.3.1. 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.
- 19.3.2. 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
 - 19.4.1. 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.
 - 19.4.2. If the IEP team meeting goes beyond the regular contractual hour, Unit Members shall be compensated at the R&D rate (Appendix C) upon the submission of a Hemet Unified time card.
 - 19.4.3. Case Managers shall ensure that members of the IEP team are properly invited with advance notice (10 days), when practicable.
- 19.5. Inclusive Practices
 - 19.5.1. All Special Education classrooms shall have all core instructional materials as afforded by the Williams Act.
 - 19.5.2. All Special Education Teachers shall be provided applicable core curriculum training.
 - 19.5.3. Additionally, site administration shall take into consideration all instructional programs on campus when planning for ancillary materials and equipment.
 - 19.5.4. Co-teaching
 - 19.5.4.1. Participation in a co-teaching model shall be on a voluntary basis year to year.
 - 19.5.4.2. The general education teacher must hold a clear credential (or equivalent).
 - 19.5.4.3. 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).
 - 19.5.4.4. 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).
 - 19.5.4.5. Every effort shall be made to provide common planning time for the co-teaching partners.

- 19.5.4.6. 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.
- 19.5.4.7. 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 R&D rate.
- 19.6. District-based employees shall not be assigned supervision duty at their assigned school sites.
- 19.7. 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. Case Management
 - 19.8.1. 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.
 - 19.8.2. Special Education classroom teachers may request release time for the purposes of case management.
- 19.9. Extended School Year (ESY)
 - 19.9.1. ESY is a service listed on a student's IEP.
 - 19.9.2. ESY is a voluntary assignment for Unit Members.
 - 19.9.3. ESY assignments shall be compensated at the summer school rate in Appendix C-4 in the CBA.
- 19.10. Special Education Teacher Site Collaboration Time
 - 19.10.1. 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.
- 19.11. Evaluation
 - 19.11.1. Psychologists and Behavior Specialists shall be evaluated by the immediate supervisor.
 - 19.11.2. Speech Language Pathologists shall be evaluated by the immediate supervisor.

19.11.3. Employee Evaluation and Observation Procedures in Article 15.10 shall apply to Psychologists, Behavior Specialists and Speech Language Pathologists.



Dr. Derek Jindra
Assistant Superintendent

2/2/22
Date



Tamara Jaimez
HTA Lead Negotiator

2/02/22
Date

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix A
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 TEACHER SALARY SCHEDULE

	A1	A2	A3	B	C	D	E	F	G
	Designated Subjects Credential	Designated Subjects Credential + 15	Designated Subjects Credential + 30	B.A. Degree	B.A. + 30	B.A. + 45 or M.A.	B.A. + 60 incl M.A. or M.A. + 15	B.A. + 75 incl M.A. or M.A. + 30	B.A. + 90 incl M.A. or M.A. + 45 or Doctorate
1	44,041	46,234	48,548	59,285	60,550	62,576	66,222	69,874	
2	45,808	48,089	50,493	59,745	61,021	64,990	68,781	72,746	
3	47,627	50,007	52,514	60,207	63,109	67,364	71,338	75,611	
4	49,539	52,014	54,616	60,668	65,190	69,781	73,895	78,486	
5	51,519	54,093	56,797	62,629	67,262	72,166	76,445	81,349	
6	53,583	56,256	59,071	64,586	69,351	74,567	79,007	84,221	
7	55,720	58,510	61,431	66,549	71,452	76,976	81,552	87,093	
8	55,720	60,828	63,892	70,473	73,535	79,368	84,116	89,951	
9					77,691	81,777	86,676	92,827	
10						84,163	89,226	95,689	
11						88,971	94,332	98,558	
12								101,427	
13								104,677	
16								107,131	109,277
18								109,653	111,846
20								112,307	114,550
22								117,948	120,310

UNITS AFTER B.A. ARE SEMESTER UNITS

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a master's degree.

SALARY SCHEDULE 102
 EFFECTIVE: 7/1/22
 BOARD APPROVED: 5/17/22
 186 PAID DAYS
 11 PAY FREQUENCY
 3% INCREASE

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix B-1
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 COUNSELOR SALARY SCHEDULES

	A	B	C	D	E	F	G
	B.A. Degree	B.A. + 15	B.A. + 30	B.A + 45 or M.A.	B.A. + 60 incl M.A. or M.A. + 15	B.A. + 75 incl M.A. or M.A. + 30	BA + 90 INC MA or MA + 45 or DOCTORATE
1	59,285	65,214	66,605	68,834	72,844	76,863	
2	59,749	65,719	67,122	71,487	75,660	80,020	
3	60,209	66,227	69,420	74,101	78,471	83,174	
4	60,668	66,736	71,710	76,759	81,283	86,334	
5	62,629	68,894	73,987	79,381	81,283	89,483	
6		71,043	76,286	82,023	84,089	92,642	
7		73,204	78,597	84,674	86,908	95,803	
8		77,520	80,888	87,303	89,708	98,945	
9			85,459	89,955	92,528	1 02,110	
10				92,579	95,341	105,257	
11				97,869	98,149	108,413	
12					103,765	111,570	
13						115,145	
16						117,844	120,204
18						120,618	123,030
20						123,536	126,005
22						129,744	132,340

UNITS AFTER B.A. ARE SEMESTER UNITS

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a master's degree.

SALARY SCHEDULE 104
 EFFECTIVE: 7/1/22
 BOARD APPROVED: 2/15/22
 196 PAID DAYS
 11 PAY FREQUENCY
 3% INCREASE

Work Year is Teacher Work Year Plus 10 Days.
 Counselor Salary Schedule is 1.10 ratio of Teacher Salary Schedule

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix B-2
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 PSYCHOLOGIST SALARY SCHEDULE

	A	B	G
	CRED.	CRED + M.A.	CRED + M.A. + 15
1	93,367	99,844	
2	96,209	103,039	
3	99,041	106,214	
4	104,710	109,400	
5		112,584	
6		116,192	
16		118,918	121,296
18		121,715	124,148
20		124,661	127,150
22		130,924	133,544

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a master's degree.

CLASSIFICATION A: Appropriate credential required. Salary Ratio 1.11 of Teacher Salary Schedule Class E, Step 8-11

CLASSIFICATION B: Appropriate credential plus Master's Degree required. Salary Ratio 1.11 of Teacher Salary Schedule Class F, Step 8-13 and Class F Step 16-12.

CLASSIFICATION G: Appropriate credential plus Master's Degree plus 15 units required. Salary Ratio 1.11 of Teacher Salary Schedule Class G Step 16-22.

POSITIONS COVERED BY THIS SALARY SCHEDULE: PSYCHOLOGISTS AND BEHAVIORAL SPECIALISTS

SALARY SCHEDULE 103
 EFFECTIVE: 7/1/22
 BOARD APPROVED: 2/15/22
 196 PAID DAYS
 11 PAY FREQUENCY
 3% INCREASE

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix B-3
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 SPEECH & LANGUAGE THERAPIST SALARY SCHEDULE

	A	B	G
	BA	MA Completed	MA +15 or BA +90 INC MA
1	90,986	97,297	
2	93,756	100,409	
3	96,513	103,505	
4	102,038	106,611	
5		109,711	
6		113,228	
16		115,882	118,203
18		118,610	120,984
20		121,481	123,908
22		127,584	130,139

SALARY SCHEDULE 118
 EFFECTIVE: 7/1/22
 BOARD APPROVED: 2/15/22
 11 PAY FREQUENCY
 191 PAID DAYS
 3% INCREASE

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix B-4
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 NURSE SALARY SCHEDULE

	B	C	D	E	F	G
	B.A. DEGREE	B.A. + 30	B.A + 45 OR M.A.	B.A + 60 M.A or M.A. + 15 INC + 15	B.A + 75 INC M.A. or M.A. + 30	BA + 90 INC MA or MA + 45 or DOCTORATE
1	68,006	69,279	71,316	74,982	78,653	
2	68,470	69,753	73,742	77,555	81,540	
3	68,934	71,852	76,130	80,124	84,422	
4	69,397	73,945	78,560	82,696	87,311	
5	71,370	76,026	80,956	85,259	90,191	
6	73,336	78,128	83,371	87,835	93,077	
7	75,309	80,239	85,795	90,394	95,964	
8	79,253	82,334	88,197	92,971	98,838	
9		86,512	90,619	95,544	101,731	
10			93,017	98,110	104,606	
11			97,854	103,242	107,492	
12					110,377	
13					113,643	
16					116,112	118,266
18					118,645	120,852
20					121,313	123,570
22					126,987	129,359

UNITS AFTER B.A. ARE SEMESTER UNITS

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a master's degree.

SALARY SCHEDULE 123
 EFFECTIVE: 7/1/22
 BOARD APPROVED: 2/15/22
 187 PAID DAYS
 11 PAY FREQUENCY
 3% Increase

Appendix C 2022-23

Appendix C-1

HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 EXTRA PAY SCHEDULE

Except as otherwise noted, **extra pay** for extra services will be computed on a percentage of **Classification E, Step 5**. Amounts will be rounded off to the nearest \$1.00.

I. Ratio of Teaching Salary:

	Work Year	Work Year Responsibility		Ratio
		Factor	Factor	
A. *Counselors	Teacher Work Year Plus 10 days	.050	.050	1.100
B. Additional Summer work (Upon approval in advance by the Superintendent)	Per Week	.025		1.025
C. Extra Period Assignment	Extra period assignments shall be compensated at 1/6 of the employee'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.			
D. Elementary Functional Skills, BESTT (ED), and Autism Moderate-Severe Classroom Teacher Stipend.				

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.

$$\underline{\underline{((\text{Annual Salary}/186)/6)*2*36}}$$

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix C-2*
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 EXTRA PAY SCHEDULE

I. Fixed Amounts Per Assignment:

High School	Percentage	Salary
Academic Coach	5% per year	\$ 3,822.00
Agricultural Service Provider	per year	\$ 3,000.00
Athletics		
Director of Athletics	12% per year	\$ 9,173.00
Head Varsity Football Coach	8% per assignment	\$ 6,116.00
All other Head Varsity Coaches	7% per assignment	\$ 5,351.00
All Assistant Coaches	5% per assignment	\$ 3,822.00
Band Advisor	8% per year	\$ 6,116.00
Chorus Advisor	6% per year	\$ 4,587.00
Dance Team Advisor	3% per year	\$ 2,293.00
Debate Coach	3% per year	\$ 2,293.00
Department Chairperson		
Department with 7 or more members	5% per year	\$ 3,822.00
Department with 4-6 members	4% per year	\$ 3,058.00
Department with 3 or less members	3% per year	\$ 2,293.00
Drama Advisor	6% per year	\$ 4,587.00
Driver Training	per pupil trained	\$ 106.94
Driver Training Coordinator	5% per year	\$ 3,822.00
Flag & Banner Advisor	4% per year	\$ 3,058.00
Journalism Advisor	7% per year	\$ 5,351.00
Pep Squad Advisor	4% per year	\$ 3,058.00
Pep Squad Assistant Advisor	3% per year	\$ 2,293.00
Scholarship Advisor	3% per year	\$ 2,293.00
Speech Coach	3% per year	\$ 2,293.00
*Student Activities Director	12% per year	\$ 9,173.00
Yearbook Advisor	7% per year	\$ 5,351.00
Continuation High School		
Sports Coordinator	3% per year	\$ 2,293.00
Yearbook Advisor	5% per year	\$ 3,822.00

*Treated as creditable per STRS guidelines.
 Adopted: 10/19/19

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix C-3*
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 EXTRA PAY SCHEDULE

Middle School			Percentage	
Academic Coach	5%	per year	\$	3,822.00
Athletics				
Director of Athletics [no release time]	3%	per year	\$	2,293.00
Head Coach	2%	per assignment	\$	1,529.00
Band Advisor	5%	per year	\$	3,822.00
Chorus Advisor	5%	per year	\$	3,822.00
Department Chairperson				
Department with 7 or more members	5%	per year	\$	3,822.00
Department with 4-6 members	4%	per year	\$	3,058.00
Department with 3 or less members	3%	per year	\$	2,293.00
Drama Advisor	3%	per year	\$	2,293.00
Flag and Banner Advisor	3%	per year	\$	2,293.00
Journalism Advisor	3%	per year	\$	2,293.00
Pep Squad Advisor	3%	per year	\$	2,293.00
Student Council/Activities Advisor	5%	per year	\$	3,822.00
Yearbook Advisor	3%	per year with class	\$	2,293.00
	6%	per year without class	\$	4,587.00
Hamilton School Grades 9-12				
		Percentage		
Activities Director	8%	per year	\$	6,116.00
Athletic Director	8%	per year	\$	6,116.00
Elementary Schools Grades K-5				
		Percentage		
Band Advisor	4%	per year	\$	3,058.00
Chorus Advisor	4%	per year	\$	3,058.00
Collateral Duty	2%	per year	\$	1,529.00

*Treated as creditable per STRS guidelines.
 Adopted: 10/19/19

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2019 to June 30, 2022

Appendix C-4*
 HEMET UNIFIED SCHOOL DISTRICT
 2022-2023 EXTRA PAY SCHEDULE

Elementary Schools Grades K-8			Percentage
K-5 Grades			
Band Advisor	4%	per year	\$ 3,058.00
Chorus Advisor	4%	per year	\$ 3,058.00
Collateral Duty	2%	per year	\$ 1,529.00
6-8 Grades			
Student Council Advisor	5%	per year	\$ 3,822.00
Department Chairperson	3%	per year	\$ 2,293.00
Head Coach	1.32%	per assignment	\$ 1,009.00
Grades TK-5			
General Ed. With Combo Classes		per year	\$1,500
School Psychologists			
National Board Certified		per year	\$750
Special Education Teachers			
Caseload Management		per year	\$1,500

Stipends may be split between or among unit members if agreed to by the employees and if approved by the principal and Governing Board.

I. Hourly Wage:

Adult Education/Independent Study	.058%	\$44.34 per hour
Detention Duty / Saturday School	.055%	\$42.04 per hour
New Teacher Orientation	.055%	\$42.04 per hour
Home & Hospital	.080%	\$61.16 per hour
R & D Rate	.080%	\$61.16 per hour
Summer School	.080%	\$61.16 per hour

STIPENDS & HOURLY WAGES

SALARY SCHEDULE: 105, 107, 109, 112, 117, 119, 150, 209, 211

EFFECTIVE: 7/1/22

BOARD APPROVED: 10/30/19

3% INCREASE

*Treated as creditable per STRS guidelines.

Adopted: 10/19/19

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 10.3.8 Collective Bargaining Agreement)

Cottonwood	\$1500.00
Hamilton	\$1500.00
Idyllwild	\$1500.00

III. Mileage Reimbursement

\$.50 per mile or Board policy, whichever is greater.

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: 10/19/19

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 III, R&D 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 excess 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 III, R&D 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: 10/19/19

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:

1.1 Eligibility

1.1 Teachers who hold a Bilingual, Crosscultural, Language, and Academic Development (BCLAD) Certificate and:

- (a) Who are actively teaching in the DLI program OR
- (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 year shall receive a program stipend of \$1,500 annually.

- (a) During this one 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 year, shall receive a program stipend of \$500 annually.

- (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.

March 16, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

Appendix C-5


(Use 2019-2020 as the template moving forward however every Appendix should restart with roman numeral "I").

Proposed Edit:

V. Compensation For Involuntary Transfers Shall remain for the duration for the involuntary transfer (Article 10.3.15 Collective Bargaining Agreement)

Cottonwood ~~\$750.00~~ **\$1,500.00**
Hamilton ~~\$750.00~~ **\$1,500.00**
Idyllwild ~~\$450.00~~ **\$1,500.00**
~~Winchester \$210.00~~ (strike Winchester)

VII. Strike Stipend for Speech Therapists and replace with Stipend for Bilingual.



Dr. Derek Jindra
Assistant Superintendent

3/16/2022
Date



Tamara Jaimez
HTA Lead Negotiator

3/16/22
Date

May 6, 2022

Proposal from the HUSD/HTA negotiations table:

Appendix E

New language:

YOUR RIGHTS Under the
Family and Medical Leave Act of 1993
And
The California Family Rights Act

The Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) require the District to provide up to 12 work weeks of unpaid, job-protected leave with health benefits maintained at the same level as if the employee were working to “eligible” employees for certain family and medical reasons. Employees are eligible if they have been employed by the District for at least one year, and have actually worked at least 1,250 hours in the 12 months prior to taking the leave, excluding paid and unpaid leaves. Full-time employees ~~teachers~~ are presumed to have worked 1,250 hours unless the District can prove otherwise.

Eligible employees may take 12 work weeks of FMLA and/or CFRA leave in a fiscal year, July 1 through June 30. Leave taken under the FMLA shall run concurrently with leave taken under the CFRA except for pregnancy, childbirth, or related disabilities. In these instances, the employee shall be entitled to 12 work weeks of leave under the FMLA, which will run concurrently with available paid leave and Pregnancy Disability Leave Act (PDLA). Following the exhaustion of FMLA and PDLA leave, the employee may be entitled to an additional 12 work weeks of leave to bond with a new child within one year of the child’s birth, adoption, or foster care placement under the CFRA. To the extent that an employee has exhausted his or her sick leave after exhausting FMLA and PDLA leave, the certificated employee may be entitled to differential pay during the course of his or her bonding leave.

Effective January 1, 2021, CFRA leave rights were extended to employees who care for grandparents, grandchildren, siblings, adult children, in addition to other family members with serious medical conditions previously covered under CFRA, including parents, children and spouses. The expansion of CFRA defines a “family member” broader than the federal Family and Medical Leave Act (FMLA). As such, in some circumstances CFRA leaves will not run concurrently with FMLA.

Reasons for Taking Leave:

Unpaid leave must be granted to eligible employees for any of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care, within one year of the birth or placement;
- To care for the employee’s spouse, dependent child, or parent/guardian, with a serious health condition; or

- Under the CFRA only ~~and effective January 1, 2005~~, to care for the employee's registered domestic partner, **child regardless of dependency status, grandparent, grandchild**, or sibling with a serious health condition; or
- For the employee's own serious health condition that makes the employee unable to perform the essential functions or his or her job.
- For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty military duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation. To the extent that a family member is a service member with a serious injury or illness, the employee may take up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period.

Where the employee's absence is for his or her own serious health condition, the employee shall substitute available sick leave and extended illness leave for the unpaid leave, which shall run concurrently with the FMLA/CFRA leave.

FMLA and/or CFRA leave may be taken intermittently or on a reduced-work schedule where medically necessary or where the treating physician indicates that the employee is needed to care for the ill family member on an intermittent basis. Where the leave is to care for a new child, the leave must be taken in at least two-week increments except on two occasions. Both parents of the new child ~~are employees for the District then their combined bonding leave may not exceed~~ **take up to twelve (12) weeks of bonding leave.**

Advance Notice and Medical Certification

The employee may be required to provide leave notice and medical certification. Taking of leave may be denied or delayed if requirements are not met.

- The employee must endeavor him or herself to give the District ample and reasonable notice of his or her intention to elect to use FMLA-related leave. The employee must provide 30 days advance notice when the need for the leave is "foreseeable." If proper notice is not provided, the District may delay the commencement of the leave. Where the need for the leave is not foreseeable, the employee shall provide notice as soon as reasonably possible, with the preference that notice be given within two work days from the need for leave to be taken.
- Where the absence is for the employee's own serious health condition, the District may require a medical certification. When the District has a good-faith (not arbitrary or capricious) reason to doubt the validity of a medical certification, the District may require a second opinion at the District's expense. If the second opinion differs with the opinion of the certification, the District may require, at its expense, that the employee obtain the opinion of a third health care provider, which is to be designated or approved jointly by the employer and the employee, concerning the medical certification. The opinion of the third health care provider concerning the medical certification shall be considered to be final and shall be binding on the employer and the employee.
- Where the leave is for the employee's own serious health condition, the District may require a medical certification that the employee is able to return to work and perform the essential functions of his or her position.

Unlawful Acts by Employers

The FMLA and CFRA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA and/or CFRA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA and/or CFRA or for involvement in any proceeding under or relating to the FMLA and/or CFRA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations of the FMLA;
- The California Department of Fair Employment and Housing is authorized to investigate and resolve complaints of violations of the CFRA;
- An eligible employee may bring a civil action against an employer for violations.

The FMLA and CFRA do not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

- For more detailed information on the District's FMLA/CFRA policy and regulations, see HUSD Board Policy/Administrative Regulation 4161.8.
- For questions or complaints concerning the FMLA, contact the nearest office of the Wage and Hour division, listed in most telephone directories under U.S. Government, Department of Labor, or online at www.dol.gov/esa/whd.
- For questions or complaints concerning the CFRA, contact the nearest office of the California Department of Fair Employment and Housing, listed in most telephone directories under state government, or online at www.dfeh.ca.gov



10/3/2022

Dr. Derek Jindra
Assistant Superintendent of HR

Date



9/29/2022

Tamara Jaimez
HTA Lead Negotiator

Date

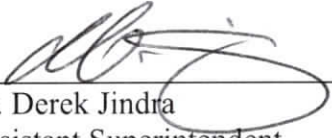
March 18, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association

Appendix G


Proposal to Update Appendix G:

Update Appendix G to reflect Exhibit A (see attached).



Dr. Derek Jindra
Assistant Superintendent

3/18/22
Date



Tamara Jaimez
HTA Lead Negotiator

3/18/22
Date

Exhibit A

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP)
2009**

STANDARD ONE:

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING
1.1 Using knowledge of students to engage them in learning
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
1.3 Connecting subject matter to meaningful, real-life contexts
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
1.5 Promoting critical thinking through inquiry, problem solving, and reflection
1.6 Monitoring student learning and adjusting instruction while teaching

STANDARD TWO:

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
2.5 Developing, communicating, and maintaining high standards for individual and group behavior
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7 Using instructional time to optimize learning

STANDARD THREE:

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3.3 Organizing curriculum to facilitate student understanding of the subject matter
3.4 Utilizing instructional strategies that are appropriate to the subject matter
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

STANDARD FOUR:

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

STANDARD FIVE:

ASSESSING STUDENTS FOR LEARNING
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3 Reviewing data, both individually and with colleagues, to monitor student learning
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
5.7 Using assessment information to share timely and comprehensible feedback with students and their families

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR
6.1 Reflecting on teaching practice in support of student learning
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
6.4 Working with families to support student learning
6.5 Engaging local communities in support of the instructional program
6.6 Managing professional responsibilities to maintain motivation and commitment to all students
6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Numbers are provided for ease of reference. They do not imply priority or ordering of the standards.

Appendix I

INSURANCE COMMITTEE RESPONSIBILITIES AND PROCESSES

1.0 The Insurance Committee shall consist 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:~~

1.1 ~~Selecting~~ Co-Chairs that consist of one (1) representative from HTA and one (1) representative from the District. The Co-Chairs shall jointly create the agenda for all Insurance Committee meetings.

1.2 ~~Reviewing~~ all expenditures from the HTA Holding Account to confirm that the funds are being used in accordance with the Agreement and with the terms of the Plan.

1.3 ~~Reviewing~~ the results of the annual audit ~~and actuarial study~~ of the HTA Holding Account.

1.4 ~~Reviewing~~ the Benefit Plan Budget, and make recommendations to the Superintendent and HTA Executive Board on adjustments to be made to unit members' monthly contributions.

1.5 ~~Making~~ recommendations to the HTA Executive Board as to the choice of carriers, plan designs and cost containment suggestions associated with major medical, dental, vision, life insurance and voluntary products. All recommendations are subject to approval by the HTA Representative Council and/or HTA membership. Once approved, HTA Executive Board will forward the recommendation (s) to the Superintendent.

1.6 ~~Reviewing~~ and ~~making~~ recommendations to the Superintendent and HTA Executive Board as to the use of HTA's waive dollars (the negotiated CAP amount that the District contributes to the HTA Holding Account for all employees who opt out of District offered benefits) to offset the costs of all health and welfare expenditures . **The district shall follow decisions made by the HTA Executive board that are based on the recommendations from the Insurance Committee.**

1.7 ~~Ensuring~~ that any **recommended plan designs and uses of waive dollars that is recommended by the Insurance Committee shall be** **are** compliant with all applicable laws, **do not create legal compliance issues for the District, and are cost neutral to the District.** ~~not cost the District any money that has not been negotiated.~~

~~1.8 Determine when to initiate (RFP). This shall include all broker services, JPA, Trust or self-funding related to Health and Welfare benefits, including major medical, dental, and vision, life insurance and voluntary products.~~ The District shall, following the criteria set forth by the Committee, use its established procedures for conducting

~~the RFP.~~

1.8 Conducting a request in conjunction with the Purchasing Department to do a Request for Proposal (RFP) at least once every three years for all broker services that are related to Health and Welfare benefits, including major medical, dental, and vision, life insurance and voluntary products, **unless the committee agrees that an RFP may be waived one time for a period not to exceed two (2) years.** The Purchasing Department's RFP ~~shall be based entirely~~ **shall include input** on the criteria ~~set forth~~ by the committee.

1.9 Develop a set of criteria for each RFP. The Committee shall interview all responsible and responsive ~~selected~~ candidates and make a recommendation to the Superintendent and HTA Executive Board as to their choice of broker/JPA. ~~The Superintendent will verify that the standard protocol for RFPs has been followed by the Purchasing Department.~~ After verification that the process has been followed, the Superintendent will refer the ~~a~~ **Agreement(s)** for broker services **that are arrived at through the RFP process shall be forwarded** to the HUSD Governing Board for approval.

1.10 The Insurance Committee may obtain other benefits through the agreed upon broker, JPA or Trust.

2.0 No vendor selling voluntary products may have access to unit member personal information or shall be allowed on ~~school~~ **work** sites to sell products unless approved by the ~~joint~~ insurance committee.

3.0 All communication regarding approved voluntary products shall be jointly created by the ~~joint~~ insurance committee prior to being sent out to unit members.

4.0 The names of the appointed members of the Insurance Committee and alternates shall be recorded in the minutes of the first meeting of the school year.

4.1 An alternative may attend all meetings of the Insurance Committee, but may only vote in the meeting if a regular member of the team is not present.

4.2 A quorum shall be considered present if two (2) members appointed by HTA are present and at least one (1) member appointed by HUSD is present.



Dr. Derek Jindra
Assistant Superintendent

10/3/2022

Date



Tamara Jaimez
HTA Lead Negotiator

Date

March 16, 2022


Proposal from the Hemet Unified School District to the Hemet Teachers Association

Appendix J

New language:

~~(C) Insurance Committee: The Health Benefit Insurance Committee shall consist of three (3) HTA representatives appointed by the HTA President and two (2) District representatives appointed by the District Superintendent.~~

(C) The Insurance Committee shall consist 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.



Dr. Derek Jindra
Assistant Superintendent

3/16/22

Date



Tamara Jaimez
HTA Lead Negotiator

3/16/22

Date

March 11, 2022

Proposal from the Hemet Unified School District to the Hemet Teachers Association to delete the following MOU's from the CBA:

APPENDIX F-1: MOU: Year-Round School

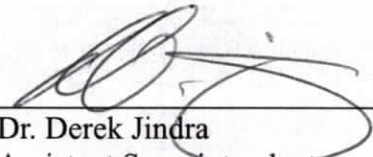
APPENDIX F-2: MOU: Instructional Minutes Year-Round School

MOU: Alessandro Teacher Schedule SUBJECT: 2019 – 2020 TEACHER SCHEDULE
ALESSANDRO HIGH SCHOOL (expired MOU)

MOU: Alessandro Teacher Schedule SUBJECT: 2020 – 2021 TEACHER SCHEDULE
ALESSANDRO HIGH SCHOOL (expired MOU)

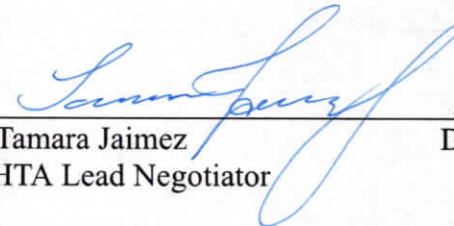
MOU: Special Education: Special Education Supports for Special Education Programs and
Practices Effective July 1, 2019 (created new Article and created an new Sped MOU)

MOU – ASPIRE (expired MOU)



Dr. Derek Jindra
Assistant Superintendent

3/11/22
Date



Tamara Jaimez
HTA Lead Negotiator

3/11/22
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT

AND

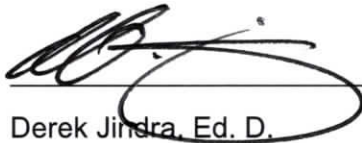
THE HEMET TEACHERS ASSOCIATION

Saturday School Pay

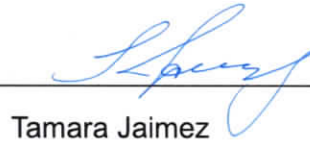
Updated through Mutual Agreement on May 24, 2022 from January 13, 2022

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") concerning pay for Saturday school.

1. Effective July 1, 2021, Bargaining Unit Members authorized to teach during Saturday School shall receive the R&D Rate of pay outlined in Appendix C-4.
2. Employees paid under the former Saturday school rate between July 1, 2021 and the execution of this agreement shall receive the difference between the old rate and the new rate for the time worked.
3. This agreement expires June 30, 2023 but may be extended through mutual agreement.
4. This MOU is subject to ratification by HTA and Board approval, or designee.


Derek Jindra, Ed. D.
Assistant Superintendent

5/24/22
Date


Tamara Jaimez
HTA Lead Negotiator

5/24/22
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN HEMET UNIFIED SCHOOL DISTRICT (HUSD)
AND THE HEMET TEACHERS ASSOCIATION (HTA)
School Counselor Work Year Calendar

September 2, 2022

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding School Counselor work year calendar.

1. Commencing in the 2023-2024 school year, the 10 additional days that counselors work beyond the teacher work year shall be distributed as follows:
 - a. Administration shall schedule seven (7) days immediately prior to the beginning of the teacher work year.
 - b. Administration shall schedule one (1) day immediately after the end of the teacher work year.
 - c. Two (2) days may be "flexed" by the counselor, meaning it may be scheduled by the counselor before or after the school year, or on a day that the District office is open. Flex days are subject to Administrative approval.
2. This MOU is not precedent setting and shall expire June 30, 2024.


District


HTA

9/2/22
Date

9/2/22
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN HEMET UNIFIED SCHOOL DISTRICT (HUSD)
AND THE HEMET TEACHERS ASSOCIATION (HTA)
School Counselor Caseload Reassignment

September 2, 2022

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding School Counselor Caseload Reassignments during a long-term absence/vacancy during the school year.

1. Definition of long term absence/vacancy occurs when a position is expected to be vacant, or the Unit Member is expected to be absent, for at least fifteen (15) consecutive school days.
 - a. At the secondary level, at the close of each semester, the number of days necessary to invoke the stipend shall be reduced to ten (10) consecutive days.
2. In the event of a long term absence/vacancy, administration shall re-distribute the caseload/other duties to other School Counselors at the site.
3. Counselors who are redistributed additional duties due to a long term absence/vacancy shall be paid a weekly stipend of \$200.
4. This MOU is not precedent setting and shall expire June 30, 2023.



District



HTA



Date



Date

MEMORANDUM OF UNDERSTANDING
between
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION
Supports for Special Education Programs and Practices

Effective February 18, 2022

The Hemet Unified School District (District) and the Hemet Teachers Association (HTA) have a mutual interest in providing best practices when educating Students with Disabilities (SWD) and providing a Free and Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE) within the Hemet Unified School District.

Therefore, HUSD and HTA enter into the following agreement for special education:

1. Joint Special Education Committee: The JSEC may discuss district-wide Special Education needs, explore possible solutions, and make recommendations to the HTA and HUSD Bargaining Teams for negotiation. The District and HTA encourage the Joint Special Education Committee (JSEC) to focus on the following needs as a first priority:
 - a. Specialized Academic Instruction delivery models
 - b. Caseloads
 - c. Psychoeducational evaluations
 - d. Use of time including preparation time for special education teachers and general education teachers attending IEP's.
 - e. Number of classes to prep for at the secondary level
- 1.1. The JSEC shall present initial findings and recommendations as they become available but no later than April 30, 2022. Additional findings and recommendations may be presented thereafter to the Teams once topics listed above are investigated.
2. Stipends
 - 2.1. Commencing on the Execution of this MOU, the \$750 case management stipend shall be increased to \$1,500. This new stipend amount shall be incorporated into Appendix C-4 of the collective bargaining agreement.
3. Preparation Time
 - 3.1. IEP schedulers shall use reasonable efforts to schedule IEP meetings outside of a general education Unit Member's Prep time and shall confer with administration a minimum of two weeks in advance if prep time is to be used. In a non-precedent setting action through the end of the 2021-2022 school year, no classroom-based general education unit member shall lose more than one full (1) preparation period per week to attend an IEP meeting. Additionally, any unit member who loses more than (1) full preparation period per week shall receive compensatory

time (period for period at secondary and in 15-minute increments at elementary) not to exceed the number of preparation minutes lost to attend the IEP meeting(s). Utilization of the compensatory time shall follow Appendix C-6 and shall be preapproved prior to each use.

This MOU is subject to Board approval and shall expire June 30, 2023 (with the exception of section 2 above) but may be revisited by both parties prior to for additional consideration and/or extension. This MOU is unique unto its own circumstances and shall not be cited as precedent setting by either party in the future for any other purpose other than to implement the terms of the MOU itself.



2/18/2022

Dr. Derek Jindra Date
Assistant Superintendent



2/18/2022

Tamara Jaimez Date
HTA Lead Negotiator

**HEMET UNIFIED SCHOOL DISTRICT
HEMET TEACHERS ASSOCIATION, CTA/NEA**

Memorandum of Understanding

5/24/2022

This Memorandum of Understanding (“MOU”) is entered into by and between the Hemet Unified School District (hereinafter “District”) and the Hemet Teachers Association/CTA/NEA (hereinafter “Association”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement (“CBA”) that expired on June 30, 2022; and

WHEREAS, Articles 14.1, 14.1.1 and 14.2 of the CBA include provisions agreed upon by the parties to comply with California’s class size grade span adjustment program. Specifically, they provide a collectively bargaining alternative class size average at grades K-3 for each site in the District and regulations for its calculation; and

WHEREAS, the District and the Association have agreed to a separate two-year MOU regarding TK; and

WHEREAS, staffing ratios in the District have complied with Articles 14.1, 14.1.1 and 14.2 during the 2021-2022 school year; and

WHEREAS, the District and the Association mutually desire to agree and clarify by written memorandum of understanding that the alternative staffing ratio provided in Articles 14.1, 14.1.1 and 14.2 shall remain in effect for the entire 2022-23 school year, notwithstanding the CBA’s expiration on June 30, 2022.

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Articles 14.1 and 14.2 of the CBA shall remain in effect for the entirety of the 2022-23 school year with the following exception: If the parties ratify a successor MOU during the 2022-23 school year, this MOU shall automatically expire.
2. Article 14.1.1.1 shall be amended to read as follows:

“Pursuant to Education Code section 42238.02(d)(3)(B)(C)(D), the collectively bargained alternative annual average class enrollment for each school site shall not exceed 26:1 for grades K-3. The Association may bring concerns relating to the article to Administration for review and discussion, as needed.”
3. This MOU is unique unto its own circumstances and shall not be cited as precedent-setting by either party in the future for any purpose other than to implement the terms of the MOU itself.


Derek Jindra, Ed.D. 5/24/22
Asst. Supt. HR Date


Tamara Jaimez, HTA 5/24/22
HTA Lead Negotiator Date

MEMORANDUM OF UNDERSTANDING
between
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS
ASSOCIATION
Designated Subjects CTE Teaching Credential Salary Schedule and
Placement
Effective February 9, 2022

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. This group shall be recognized as part of the Bargaining Unit as outlined in Article 2.1 of the Collective Bargaining Agreement (CBA):

1.0 Salary Schedules

1.1 The attached salary schedule shall be utilized for CTE teachers who hold a Designated Subjects CTE Teaching Credential (Exhibit 1). 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 C-1 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: A maximum of eight (8) years of previous verified and approved vocational experience shall be given for initial placement on the schedule. Additionally, previous years of 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. A maximum of thirteen (13) years of prior teaching/industrial experience will be recognized.

3.0 Grandfathering

3.1 Current CTE teachers who hold a Designated Subjects CTE Teaching Credential employed with HUSD as of (Effective Date) shall be moved from the current salary

schedule located in Appendix A and placed on the same cell on the CTE Designated Subjects Teaching Credential Salary Schedule.

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, 2023 but shall be reviewed for the purpose of including this, or similar agreement, into the Collective Bargaining Agreement.



Dr. Derek Jindra
Assistant Superintendent

2-9-22
Date



Tamara Jaimez
HTA Lead Negotiator

2/9/22
Date

Exhibit 1

Designated Subjects CTE Teaching Credential Salary Schedule

	A1	A2	A3	B	C	D	E	F	G
	Designated Subjects Credential	Designated Subjects Credential + 15	Designated Subjects Credential + 30	B.A. DEGREE	B.A. + 30	B.A + 45 or M.A.	B.A + 60 INC M.A or M.A. + 15	B.A + 75 INC M.A. or M.A. + 30	BA + 90 INC MA or MA + 45 or DOCTORATE
1	42,758	44,887	47,134	57,558	58,786	60,753	64,293	67,839	
2	44,474	46,689	49,023	58,005	59,244	63,097	66,778	70,627	
3	46,239	48,550	50,984	58,453	61,271	65,402	69,260	73,409	
4	48,096	50,499	53,025	58,901	63,291	67,749	71,743	76,200	
5	50,019	52,517	55,143	60,805	65,303	70,064	74,218	78,980	
6	52,022	54,618	57,351	62,705	67,331	72,395	76,706	81,768	
7	54,098	56,805	59,641	64,611	69,371	74,734	79,177	84,556	
8	54,098	59,056	62,031	68,420	71,393	77,056	81,666	87,331	
9	54,098	59,056	62,031	68,420	75,428	79,395	84,151	90,123	
10	54,098	59,056	62,031	68,420	75,428	81,712	86,627	92,902	
11	54,098	59,056	62,031	68,420	75,428	86,380	91,584	95,687	
12	54,098	59,056	62,031	68,420	75,428	86,380	91,584	98,473	
13	54,098	59,056	62,031	68,420	75,428	86,380	91,584	101,628	
14								101,628	
15								101,628	
16								104,011	106,092
17								104,011	106,092
18								106,459	108,588
19								106,459	108,588
20								109,036	111,216
21								109,036	111,216
22								114,513	116,804

186 workdays

MEMORANDUM OF UNDERSTANDING

between

HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION

Speech and Language Pathologist Tuition Reimbursement Program

Effective November 1, 2016

The Hemet Unified School District (HUSD) and the Hemet Teachers Association (HTA) have a mutual interest in the recruitment and retention of Speech and Language Pathologists who are new to the profession.

Therefore, HUSD and HTA enter into the following agreement to recruit and retain Speech and Language Pathologists who are new to the profession by providing a tuition reimbursement incentive:

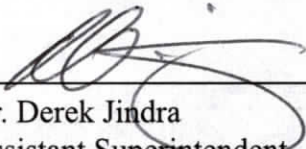
1.0 Eligibility

- 1.1 Speech and Language Pathologists who are initially placed on Column A, Step I or Column B, Step I of the HUSD Speech and Language Pathologist salary schedule shall be eligible for the incentive.
- 1.2 Speech and Language Pathologists shall remain in paid status, as of the last day of their contracted work year, to be eligible for the incentive.

2.0 Incentive Payment

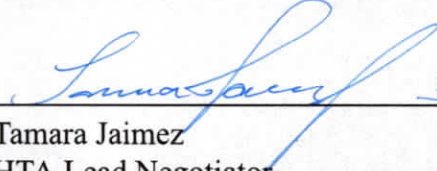
- 2.1 Total Incentive shall not exceed \$18,000 and shall be distributed in equal annual payments over a six (6) year period.
- 2.2 Annual distribution payments shall be in the amount of \$3,000.
- 2.3 Distribution of payment shall be paid annually in the last pay warrant of the contracted work year.

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties. This agreement shall be effective as of November 1, 2016 and is subject to ratification by the HTA and HUSD Board of Education. This MOU will be reviewed no later than April 1, on an annual basis, by HTA and HUSD to review the effectiveness of the tuition reimbursement incentive.



Dr. Derek Jindra
Assistant Superintendent

3/11/22
Date



Tamara Jaimez
HTA Lead Negotiator

3/11/22
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED
SCHOOL DISTRICT

AND


THE HEMET TEACHERS ASSOCIATION

Collaboration for "Singleton" Teachers and/or Those with Limited Collaborators

March 18, 2022

The Hemet Unified School District ("District") and Hemet Teachers Association ("HTA") enter this Memorandum of Understanding ("MOU") concerning Collaboration Time.

1. In the event school start and end times are the same, teachers may engage in collaboration with teachers elsewhere in the District virtually. Upon request of the collaborating teachers, these meetings may be set-up/scheduled by District Teachers on Special Assignment. These meetings are intended to support "singleton" or teachers with limited collaborators at the site (e.g. AP teachers, PE, VAPA teachers, etc.). This is also applicable to outlying schools.
2. This agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing and signed by both parties.
3. This agreement is subject to approval by HTA and HUSD Board of Education.
4. This MOU shall run through June 30, 2023. No later than March 31, 2023 the parties shall meet to review the effectiveness of the MOU with the intent of agreeing upon language to be inserted into the Collective Bargaining Agreement.



Tamara Jaimez Date
Chief Negotiator, HTA



Derek Jindra Date
Chief Negotiator, HUSD

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT

AND

THE HEMET TEACHERS ASSOCIATION

Transitional Kindergarten

April 20, 2022

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") concerning Transitional Kindergarten (TK).

The District and the Association agree to the following related to TK:

1. The District shall follow the applicable laws and regulations concerning TK.
2. The TK teacher work day is outlined in section 7.1.6.3 of the agreement.
3. TK teachers shall not provide lunch supervision. The scheduling of TK teachers supervision duties shall be consistent with other primary level teachers at their school site.
4. The TK classes shall not be calculated into the TK-3 average outlined in Article 14.1.1.1
5. Beginning in 2022-2023 each school site shall maintain an average of 24:1 in TK with an average adult-to-student ratio of 12:1. TK/K combos shall only exist, if needed, in outlying schools (in these combos, the average adult-to-student ratio shall be 12:1).
6. Beginning in 2023-2024 each school site shall maintain an average of 24:1 in TK with an average adult-to-student ratio of 10:1 (If funded by the State, otherwise number 5 above shall continue to apply). TK/K combos shall only exist, if needed, in outlying schools (in these combos, the average adult-to-student ratio shall be 10:1 [If applicable]).
7. The parties agree to meet as necessary to negotiate the impacts and effects of any changes to the applicable laws and regulations concerning TK. Additionally, no later than March 31, 2023, the parties shall meet to review the TK program and negotiate any changes, if necessary.
8. Terms of Agreement:
 - a. This agreement shall supercede the MOU related to Transitional Kindergarten dated March 18, 2022.
 - b. This agreement shall expire June 30 2024. Thereafter, the parties will meet to negotiate the incorporation of ongoing language into the Collective Bargaining Agreement.
 - c. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree.
 - d. This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
 - e. All components of the current CBA between the Association and the District not addressed by the terms of this agreement shall remain in full effect.



10/3/2022

Dr. Derek Jindra
Assistant Superintendent

Date



9/29/2022

Tamara Jaimez
HTA Lead Negotiator

Date