

COLLECTIVE BARGAINING AGREEMENT

Between

**Hemet Unified
School District**

and

**Hemet Teachers
Association, CTA/NEA**

July 1, 2019 through June 30, 2022

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

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ARTICLE 1: AGREEMENT

1.1 This is a bilateral and binding Agreement (“Agreement”) by and between the Hemet Unified School District (“District”) and the Hemet Teachers Association, CTA-NEA (“Association”), an employee organization. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code.

1.2 This agreement shall be effective from July 1, 2019, through June 30, 2022. Negotiations are closed for the 2019-2020 and 2020-2021 school years. The parties agree to reopen up to two (2) articles each for the 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.

1.3 The District and Association agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiation process. Therefore, it is hereby agreed that the parties will support this Agreement for its term.

1.4 Should the State Legislature broaden the scope of the Rodda Act by expanding the existing provisions of or adding new provisions to Government Code Section 3543.2, as to these new items, at any time that this contract is reopened such items may be the subject of negotiations upon demand of either party.

1.5 Negotiations as to the traditional calendar may be conducted separately from the remaining provisions of this Agreement, and shall be commenced no later than May 1, of each year of this Agreement. The parties shall

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attempt to reach agreement by the end of the school year for the traditional calendar.

1.6 The District will provide the Association with a final copy of the collective bargaining agreement within 90 days of Governing Board approval.

ARTICLE 2: RECOGNITION

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, part time, temporary and dependent charter school 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, pre-school teachers and all substitutes who work in the Hemet Unified School District.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 Any employee in the bargaining unit who is a member of the Association, or who has applied for membership, may sign and deliver to the Association a written statement authorizing deduction of membership dues, initiation fees, and general assessments of the Association, who shall then provide the information to the District. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of a member each month for ten (10) months. Deductions for members who sign such an authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District shall not be obligated to put into effect any new or changed deduction until the pay period which commences thirty (30) days or more after such submission.

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3.2 With respect to all sums deducted by the District, the District will remit such monies to the Association accompanied by an alphabetical list of employees from whom such deductions have been made.

3.3 Disputes involving this Article shall be settled between the Association and the employee and shall not be subject to the grievance procedure.

ARTICLE 4: DISTRICT RIGHTS

4.1 It is agreed that the District retains all of its powers of direction, management and control provided by law. Included in these District powers provided by law and consistent with this Agreement are the exclusive rights to:

4.1.1 Determine its organization.

4.1.2 Direct the work of its employees.

4.1.3 Determine the hours of District operations.

4.1.4 Determine the kinds and levels of services to be provided, as well as the methods and means of providing them.

4.1.5 Establish its educational policies, goals and objectives.

4.1.6 Insure the rights and educational opportunities of students.

4.1.7 Determine staffing patterns.

4.1.8 Determine the number and kinds of personnel required.

4.1.9 Maintain the efficiency of District operations.

4.1.10 Determine District curriculum.

4.1.11 Design, build, move or modify facilities.

4.1.12 Establish budget procedures and determine budgetary allocation.

4.1.13 Determine the methods of raising revenue.

4.1.14 Take reasonable action on any matter in the event of emergency.

4.1.15 Contract out work.

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In addition, the Governing Board retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees under provisions of the Education Code.

This recital in no way limits other District powers as granted by law.

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law.

4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement as required in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. However, prior to any declaration of emergency, the District shall consult with the Association President or designee. Emergencies shall not be declared capriciously, arbitrarily or in retaliation for the exercise of employee rights.

ARTICLE 5: ASSOCIATION RIGHTS

5.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities for Association related matters. Such equipment shall include all types of audiovisual equipment. Such use shall be for Association business and subject to reasonable regulation by the District.

5.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by

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1 teachers. The Association may use the District mail service and teacher
2 mailboxes for communications to teachers. Provisions will be made for
3 any Association announcements during faculty meetings.

4 5.3 Authorized representatives of the Association shall be permitted to
5 transact official Association business on school property subject to
6 reasonable regulation by the building administrator so long as said
7 activity does not interfere with the education process.

8 5.4 The District shall hold an annual new employee orientation and
9 other orientations as necessary. The District shall provide written notice
10 of the date, time and location of all bargaining unit member orientation
11 meetings by electronic mail, to the Association President no later than ten
12 (10) calendar days in advance of any orientation meeting(s). In the event
13 the District is unable to comply with the stated advance notice, the
14 District shall, at the request of the Association, reschedule the orientation
15 meeting and provide the advance notice. If, however, there is an urgent
16 need critical to the employer's operations that was not reasonably
17 foreseeable, the Association shall be provided as much notice as possible.

18 5.4.1 **Annual Orientation:** The Association shall be provided seventy-
19 five (75) minutes of uninterrupted time to communicate with
20 bargaining unit members at the annual new bargaining unit
21 member orientation meetings. Such time will not be provided at
22 the end of the agenda. All school site administrators will be
23 excused during the Association time. The Association will have
24 access to District audio visual equipment for Association
25 presentations. The Association will have District paid release time
26 to attend and participate in the annual new bargaining unit
27 member orientations meetings for the President and up to three (3)

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bargaining unit members, selected by the Association if the annual orientation meeting is held during contractual work hours.

5.4.2 Other Ongoing Orientations: Additional ongoing orientations that occur during the year are typically smaller and less formal than the annual orientation. During these orientations, the Association President shall be allotted thirty (30) minutes of uninterrupted time to communicate with bargaining unit members.

5.4.3 HTA is entitled to invite California Teachers Association (CTA) staff to the Association portion of the new bargaining unit member orientations.

5.4.4 Additionally, HTA will provide the District with HTA information to be distributed to newly hired HTA/CTA/NEA bargaining unit members in their employment packet.

5.4.5 The following information for each newly hired bargaining unit member shall be delivered to the Association President in digital spreadsheet format no later than thirty (30) days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Address
5. School Site
6. Date of Hire
7. Seniority Date
8. Full time Equivalent (FTE) status
9. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
10. Credentials on file

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1 5.4.6 In addition, three (3) times during the contracted school year
2 (September 1, January 15 and May 1) the District shall deliver to
3 the Association President the following information in digital
4 spreadsheet format and hard copy for all bargaining unit members:

- 5 1. Name
- 6 2. Home Address
- 7 3. Phone Numbers – work, home and cellular
- 8 4. Personal (non-District) Email Address
- 9 5. School Site
- 10 6. Date of Hire
- 11 7. Seniority Date
- 12 8. Full time Equivalent (FTE) status
- 13 9. Employment Status (i.e., Probationary, Permanent, Temporary,
14 etc.)
- 15 10. Credentials on file
- 16 11. Indication of any Unit Member on Leave of Absence
- 17 12. An indication of whether the District is deducting dues for
18 membership

19 5.4.7 Violations of this article shall be subject the grievance process as
20 outlined in Article 6 of the Collective Bargaining Agreement.

21
22 5.5 The District will maintain its practice of providing the Association
23 with District Governing Board meeting agendas, including all non-
24 confidential support materials to each building site and to the Association
25 President.

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1 **5.6 Association Meetings on Wednesdays.**

2 5.6.1 Association meetings on Wednesdays shall be scheduled as
3 follows:

4 5.6.1.1 Second and third Wednesdays of every month will be set
5 aside for Association meetings as required by the Hemet
6 Teachers Association

7 **5.7 President's Release:** The District and Association agree that the
8 Association President shall receive full release days (186) from his/her
9 assignment. (This number of days will always equal the number of teacher
10 contract days.)

11 5.7.1 Effective July 1, 2017, the Association shall pay half of the salary of
12 the current Association President, not to exceed fifty percent (50%)
13 of Column E, Step 8 on the certificated bargaining unit salary
14 schedule. The District shall pay the remainder of the
15 aforementioned salary. The District shall pay for all health and
16 welfare costs up to the cap for the President, as well as all statutory
17 benefits that are paid by the District on behalf of all other
18 certificated bargaining unit members.

19 5.7.2 It is understood that the Association President shall have access to
20 all District sites. The Association President shall have the right to
21 return to the site and assignment from which he/she was assigned
22 previous to release up to a maximum of four (4) consecutive years.
23 There shall be no loss of seniority, salary, or benefits.

24 **5.8 Association Leave:** Bargaining unit members designated by the
25 Association President may be granted release time from duties for
26 the purpose of conducting Association business including CTA/NEA
27 business under the following conditions:

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1 5.8.1 The Association or CTA/NEA shall pay the daily rate of pay for
2 substitute(s) when one is secured.

3 5.8.2 No Unit Member shall exceed forty (40) days of Association release
4 in any school year. Any days not used shall not be carried over to
5 the next year. All Association Leave requested shall be made on
6 the District approved form. This form shall be forwarded to the
7 HTA President.

8 **ARTICLE 6: GRIEVANCES**

9 6.1 **Definition.** A “grievance” is an allegation by a grievant that there has
10 been a violation, misapplication or misinterpretation of a provision of this
11 Agreement. A grievant may be a unit member or the Association.

12 6.1.1 For purposes of this Article a “day” is any day that is a regular
13 certificated employee workday. In the event a grievance is filed at
14 such a time that it cannot be resolved prior to a holiday break or
15 end of the school year, the time schedule of the grievance shall
16 resume on the next regular certificated work day. As an
17 alternative, if the grievant requests in writing, a “day” would be
18 any day on which the District Administration Office is open for
19 regular business.

20 6.2 **Purpose.** The purpose of this procedure is to secure, at the lowest
21 possible administrative level, a resolution of the grievance.

22 6.2.1 Nothing herein limits the right of an employee having a grievance
23 to discuss the matter informally with an appropriate member of
24 the District administration and to have a grievance adjusted
25 without intervention or representation by the Association,
26 provided that such adjustment is consistent with the terms of this
27 Agreement.

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6.2.2 Any change in grievance forms will be developed jointly by the District and the Association.

6.3 **Time.** Since it is important that a grievance be resolved as rapidly as possible, the time limits specified in this Article shall be considered maximums. Failure of the grievant to act within these time limits bars further appeal. Failure of the District to give a decision within these time limits permits the grievant to proceed to the next step.

6.4 **Representation.** An employee with a grievance may represent her/himself through Level III of her/his grievance procedure, or at the employee's sole option, may choose to be represented by the Association. If the grievant is not represented by the Association, the District will give the Association notification of the proposed resolution. Any response thereto must be made by the Association within ten (10) days of receipt of such notification.

6.5 **Release Time.** Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to that end and will be held, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. This provision shall apply only to the grievant, and to her/his representative if that representative is an employee. Only one representative per grievance will be released by the District without loss of pay.

6.6 **Level I.** Prior to the filing of a written grievance, an employee shall attempt to resolve the matter by meeting with the immediate supervisor.

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If the grievant feels that the immediate supervisor is not an appropriate person with whom to discuss the matter, the grievant may confer with the Personnel Administrator, who may designate the appropriate administrator for the purpose of the Level I conference.

6.7 Level II. If the grievance is not satisfactorily resolved at Level I, a written grievance must be delivered to the employee's immediate supervisor or appropriate administrator within twenty (20) days of the purported incident. The written grievance shall be set forth in a clear, concise manner, and shall deal with the specifics of the purported violation of this Agreement, including the factual circumstance surrounding the purported violation. The written grievance shall set forth the previous decision, if any, by the immediate supervisor or appropriate administrator at Level I.

6.7.1 Within ten (10) days of receipt of the grievance, the grievant and the supervisor shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within ten (10) days of this meeting, the supervisor shall respond in writing to the grievant with a copy to the Association President.

6.8 Level III. An employee not satisfied with the Level II decision may within ten (10) days of receipt of the written response submit a written appeal to the Superintendent or designee.

6.8.1 The written statement of appeal shall contain a clear, concise statement of the reasons for appeal to the Superintendent or designee, a copy of the original grievance, and a copy of the Level II decision.

6.8.2 Within ten (10) days of receipt of the grievance, the grievant and the Superintendent or designee shall meet to discuss the

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grievance and attempt to arrive at a mutually satisfactory solution. Within ten (10) days of this meeting, the Superintendent or designee shall respond in writing to the grievant with a copy to the Association President.

6.9 **Level IV.** An employee not satisfied with the Level III decision may within ten (10) days of the receipt of the written response request the Association to submit the grievance to mediation. Within ten (10) days of receipt of the request from the grievant, the Superintendent/designee shall request of the State Mediation and Conciliation Service to provide a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution to the grievance. The mediation shall be scheduled at a mutually agreeable time for both the District and Association representative.

6.10 **Level V.** An employee not satisfied with the Level IV decision may within ten (10) days of the receipt of the written response request the Association to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it may within ten (10) days of receipt of the request from the grievant, give written notice to the Superintendent of its intent to submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon first by the arbitrator.

6.10.1 Within ten (10) days after receipt by the District of the written notice of intent to arbitrate, the Superintendent or designee and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If the parties are unable to agree, a request for a list of seven arbitrators may be made to the American Arbitration

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Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and that arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

6.10.2 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in rendering her or his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only the issue or issues presented in writing by the District and the grievant or the grievant's representative. The arbitrator's decision shall be based upon the arbitrator's interpretation of the meaning or application of the language of this Agreement. The decision of the arbitrator will be final and binding and will be submitted to the District and the Association.

6.10.3 The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the cost of a hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring the costs.

ARTICLE 7: HOURS OF EMPLOYMENT

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 following the last student day of the school

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year. 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. Employees 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 employee 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 employee 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 employees 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 employee and the principal.

7.1.5 Lunch. All employees shall be entitled to one, duty free, uninterrupted lunch period per day of no less than thirty (30) minutes in length.

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1 **7.1.6 Duty Minutes.** All certificated employees will have the same
2 length of regular duty day exclusive of the lunch period as set
3 forth below:

4 **7.1.6.1** Elementary teachers, including grades TK through 8 in
5 TK -8 schools, shall be assigned by the site administrator
6 no more than ninety (90) minutes per week of student
7 supervision duty to be performed at recess and/or before
8 or after school. Middle School teachers in sixth (6th)
9 through eighth (8th) grade shall be assigned by the site
10 administrator no more than five hundred (500) minutes
11 per year of student supervision before or after school.

12 **7.1.6.2** Elementary teachers, including grades 1-8, shall have a
13 total of 170 minutes of preparation periods per week,
14 including one period of at least 50 minutes unless
15 teachers in grades 6-8 are assigned to a middle school
16 schedule as indicated above. All such preparation periods
17 shall be provided in blocks of at least 30 minutes per
18 period.

19 **7.1.6.2.1** Elementary Functional Skills, BESTT and
20 Autism Moderate/Severe teachers in grades 1-5 shall
21 receive compensation outlined in paragraph D of
22 Appendix C in lieu of 120 minutes of the 170 minutes
23 prep time specified in 7.1.6.2.
24
25
26
27

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1			<u>Minutes</u>
2	TK/Kindergarten	Instructional	212
3		Prep	55
4		TK/K-Instructional Assistance	40
5		Before/After K Lunch	84
6		TOTAL	391
7			
8	1-3	Instructional Time/Prep	315
9	[Elementary]	Recess,	76
10		Before/After	
11		TOTAL	391
12			
13	4-8	Instructional Time/Prep	326
14	[Elementary]	Recess,	65
15		Before/After	
16		TOTAL	391
17			
18			
19	6-8	Instructional Time	336
20	[Middle School]	Passing/Before/After	55
21		TOTAL	391
22			
23	9-12	Instructional Time	336
24	[Secondary]	Passing,	55
25		Before/After	
26		TOTAL	391
27			
28			
29			

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1 7.1.6.3 Elementary planning time teachers (grades 1-8) in TK-8
2 schools shall receive planning time as follows:

3 a. Elementary planning time teachers who work the
4 majority of their time under an elementary schedule shall
5 receive planning time in the same manner as elementary
6 teachers at the same site.

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

11 7.1.6.4 The duty minutes described above will not be applicable
12 on field trip days, where hours may be modified to comply
13 with required supervisory times. Elementary specialists,
14 such as itinerant music, physical education, etc., teachers
15 shall be on the 4-8 schedule.

16 7.1.7 **Waivers.** Full-time employees may request the building principal
17 to waive after school duty time for the following reasons: medical
18 and dental appointments, college classes, attendance at District-
19 sponsored activities, attendance at Association meetings and
20 necessary personal business. If there is no interference with
21 assigned duties, principals will waive after school duty time for
22 Association meetings.

23 7.2 The hours of work of full-time employees whose assignment hours differ
24 from the students' regular school day, including but not limited to speech
25 therapist, counselors, psychologists, nurses and librarians shall be as
26 required under Section 7.1.4.

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1 7.3 The hours of work of regular part-time employees covered by the
2 Agreement shall be prorated to that of full-time employees.

3 7.4 Bargaining Unit Members shall be present at the discretion of
4 management to render professional service, including but not limited to,
5 attend staff meetings, parent conferences, open house activities, teacher-
6 parent meetings, and supervision of student activities.

7 7.4.1 Bargaining Unit Members shall not be required to attend
8 more than two (2) evening events per year at the elementary level
9 and three (3) evening events per year at the secondary level.

10 Teachers at K-8 campuses shall be required to attend no more than
11 two evening events. With the exception of high school graduations,
12 no evening event shall last longer than ninety (90) minutes.

13 7.4.2 In addition to the activities and duties described in Section
14 7.4, the District may require employees covered by this Agreement
15 to attend one (1) site-based development meeting each month. Such
16 meetings shall last no longer than one (1) hour.

17 7.5 Full-time secondary school teachers shall be provided with a daily
18 preparation period to further the instructional program. This is not a free
19 period, but a period for student conferences, class preparation and other
20 classroom responsibilities.

21 7.6 Full-time elementary school teachers shall be provided with preparation
22 periods as set forth in 7.1.6, above, to further the instructional program.
23 These are not free periods, but periods for conferences regarding students,
24 observations and class preparation. This period will not be used for in-
25 service meetings, staff meetings, or meetings concerning State mandated
26 programs. The principal and staff of each elementary school will meet at
27 the beginning of each school year to collaboratively develop a plan for the

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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 Employee Work hours. The lengths of the work year, work week, and work day as well as the number of employees 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 employee 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. Employees 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.

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7.8 TK/Kindergarten Teachers.

7.8.1 Supervision. Teachers shall supervise TK/kindergarten students involved in TK/kindergarten activities.

7.8.2 Lunch Duty. TK/Kindergarten lunches will be provided before or after instructional time. Teacher supervision is not required if other supervision is available.

7.8.3 Instructional Assistance. Assignments of TK/kindergarten teachers to instructional assistance shall be with other TK/kindergarten teachers if at all possible. In any event, such assignments shall be limited to primary grade instructional programs.

7.8.3.1 In the case of an odd number of TK/kindergarten teachers at any given school site, the TK/kindergarten teacher without a partner shall provide instructional assistance to other TK/kindergarten teachers or primary grade teachers.

Administration shall ensure instructional assistance is given and received in an equitable manner with regard to time.

7.9 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.

7.10 Grade Submission.

7.10.1 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

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

7.10.2 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.

7.11 Shared Certificated Contracts.

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

7.11.2 “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.)

7.11.3 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.

7.11.4 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.

7.11.5 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.

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

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

7.12 Alternative Work Day/Week Schedule

7.12.1 SDC Preschool Teachers

7.12.1.1 Teachers will teach two 180-minute sessions (morning and afternoon) per day for a total of 360 instructional minutes Monday through Thursday.

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

7.12.1.3 Teacher total duty minutes will be 435 minutes (7 hours 15 minutes) per day Monday through Thursday.

7.12.1.4 Teachers will work 310 duty minutes (5 hours 10 minutes) every other Friday and utilize this time for IEP meetings, preschool staff meetings and preparation time.

7.12.1.5 The start and Friday schedule (days and times) will be coordinated by the District Special Education Department.

7.12.1.6 Teachers teaching preschool SDC classes on elementary school sites will not be required to serve on school committees or staff/in-service meetings or be assigned to recess, before/after school supervision, or lunch duty. They may participate in these activities if they wish.

7.12.1.7 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.

7.12.1.8 Teachers will receive the same number of discretionary days as all other contract teachers. Under the current MOU for all collective bargaining unit members, the number of discretionary days is four (4). When the MOU's expire,

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if no further MOUs are written and no formalized changes are made to future contracts, the number of discretionary days will become three (3) to be consistent with the collective bargaining agreement.

7.12.1.9 Leave days (including sick leave, personal necessity, and discretionary days) will be deducted as follows: 1) Extended days (M-Th) – 9.2 hours and 2) Shortened days (F) – 6.4 hours.

7.12.2 Western Center Academy

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

7.12.2.1 Workday Schedule for WCA Middle School Teaching Staff The middle school duty day for teachers is 391 minutes including a daily prep period and before/after passing time and excluding lunch.

7.12.2.2 WCA teachers will not exceed a 391 minute duty day, however, allocation of duty day minutes will be flexible.

7.12.2.3 Teachers will teach 336 instructional minutes per day, including passing, to allow for extended specialized lab periods.

7.12.2.4 Additionally, teachers will receive a daily prep time of 40 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.

7.12.2.5 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 employees assigned to the Western Center Academy.

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1
2 7.13 Inclement Weather and Other Emergency Days

3 (a) Under the direction of the Superintendent or designee, the
4 District may cancel classes when deemed in the best interest
5 of students due to inclement weather or other emergency. On
6 such days when classes are not held, all Certificated
7 bargaining unit members at the affected school(s) shall not
8 report for duty.

9 (b) When possible, the District shall notify employees 24 hours
10 prior to the closure. In the event that 24 hours' notice is not
11 possible, the District shall provide as much notice as is
12 reasonably possible.

13 (c) Employees who have already arrived on campus may be
14 directed to remain during a closure to supervise students. In
15 such a case, the employee shall not be required to attend a
16 makeup day. Upon mutual agreement with the supervisor, an
17 employee excused from a makeup day may work the day and
18 be paid at the R&D rate for the hours worked. If the closure
19 occurs on a non-student day, employees shall not be required
20 to remain at the site.

21 (d) The District shall identify inclement weather or other
22 emergency makeup days on the District's School Year
23 Calendar at the end of the school year in efforts to recoup lost
24 instructional time and employee work time. In the event that
25 makeup days are required, the pre-scheduled year-end non-
26 student day will be moved to the last day of the revised school
27 calendar. This may result in an adjustment to the grading

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1 window at the affected site(s). If the District is granted a state
2 waiver of makeup for inclement weather or other emergency
3 days, no makeup day shall be required.

4 (e) Itinerant employees shall be expected to rearrange their
5 calendars to work in other open locations during a closure. In
6 the event that all of the sites served by the itinerant employee
7 are closed, the itinerant employee shall follow the provisions
8 of this article.

9 **ARTICLE 8: HEALTH AND WELFARE BENEFITS**

10 8.1 The District shall assume the costs of the Health and Welfare Benefit
11 Plan agreed to by the District and the Association for each full-time
12 employee covered by this agreement. The District shall contribute a pro-
13 rata amount for part-time salaried employees covered by this agreement.
14 Part-time salaried employees who desire to participate in the District's
15 health and welfare benefit program shall pay the difference between the
16 District's pro-rata contribution and the total cost of the plan on a monthly
17 basis through employee payroll deductions.

18 8.1.1 The following health and welfare benefit plans shall remain in
19 effect during the duration of this agreement: Medical,
20 Prescription, Dental, Vision, Life Insurance and Voluntary
21 Products. All health and welfare benefit plans shall be
22 recommended by the Insurance Committee annually and referred
23 to the HTA Executive Board.

24 8.1.2 Effective July 1, 2014, the employer maximum contribution for
25 health benefits (the CAP) shall increase to \$10,600.

26 8.1.2.1: Effective July 1, 2020 the maximum contribution for
27 health benefits (the CAP) shall increase to \$11,000.

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

7 8.2 Effective July 1, 2017, unit members electing early retirement will be
8 eligible to receive \$4,500.00 credit towards the purchase of medical
9 insurance provided to certificated bargaining unit members under the
10 following conditions:

11 8.2.1 Retirement must occur before the age of 65;

12 8.2.2 The unit member must be on the maximum step of the salary
13 column to which they are assigned or any placement in column F;

14 8.2.3 Be at least the age of 55 with 10 years of service with the District
15 or at least 50 years of age with 15 years of service with the
16 District;

17 8.2.4 The District's contribution shall continue for 10 years or until the
18 participant reaches the age of 65, whichever comes first.

19 8.3 An IRC 125 plan shall be established and made available to unit members
20 for co-pay expenses and employee contribution toward health and welfare
21 insurance benefit premiums.

22 **ARTICLE 9: SALARIES**

23 9.1 Salary schedules for employees covered by this agreement are set forth in
24 the Appendices attached hereto and incorporated herein by this reference.

25 9.1.1 Retroactive to July 1, 2019, all certificated bargaining unit
26 member salary schedules shall be increased by two percent (2.0%).
27 Effective July 1, 2020, all certificated bargaining unit member

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1 salary schedules shall be increased by an additional two percent
2 (2.0%).

3 Additionally, effective July 1, 2020, home hospital instructors
4 shall be paid at the R&D rate (Appendix C-3).

5 **9.2 Recognition of Previous Experience.**

6 9.2.1 At the time of employment a certificated employee is placed on the
7 salary schedule according to evidence of experience and training
8 as submitted. A maximum of thirteen (13) years of previous
9 teaching experience (excluding service as a substitute), in
10 California public schools or any other school system deemed to be
11 the equivalent thereof by the District shall be given at initial
12 placement on the schedule.

13 9.2.2 **Private School Experience.** One year of credit for one year of
14 experience is allowed for teaching in a private school institution
15 approved by the District. In order to be counted, the service must
16 be full time, equal to at least 75% of the number of days in
17 instruction in the Hemet Unified School District and equivalent to
18 the assignment being offered. The prospective employee shall
19 contact his/her former employer to request that it provide the
20 District with satisfactory proof of employment, length of service
21 and the number of days each year for which he/she seeks credit.
22 This provision will become effective July 1, 2001.

23 9.2.3 **Vocational Experience.** Experience other than teaching may be
24 allowed at the discretion of the Personnel Administrator for
25 vocational teachers if the experience is related to the teaching
26 assignment. This experience must have been within the last ten

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(10) years and is granted as one (1) year of credit for two (2) years of experience.

9.2.4 College Teaching Experience. If a prospective employee has taught at a college or university and the District deems the prior assignment to be equivalent to the assignment being offered, then the District may credit the prospective employee with a year of experience for salary placement purposes if the individual 1) taught for seventy-five percent (75%) of the school year; 2) possessed a valid California teaching credential or an out-of-state credential deemed equivalent by the District; 3) was employed the equivalent of a full-time position; and 4) submits proof satisfactory to the District of items 1-3.

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

9.3 Salary Schedule Advancement.

9.3.1 Experience. Each certificated employee is allowed one experience increment annually until the maximum on the individual's classification is reached. An increment is given when the year's service is completed. Employees working less than seventy-five percent (75%) but more than fifty percent (50%) of a

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school year shall advance one (1) step for each two (2) years of such service.

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

- Course work must be taken from an accredited institution.
- Prior approval by the Superintendent or a designee shall be required for all course work taken by bargaining unit members for the purpose of column advancement on the on the District Salary Schedule.
- Bargaining unit members with prior approval of course work [as in 9.3.2.1] must provide the District with official transcripts that show a grade “C” or better, or “Pass” in a Pass/Fail system, or “Credit” in a Credit/No Credit system, earned in these courses.
- Courses shall be of upper division or graduate standing. No lower division course will count toward advancement on the salary schedule, unless it is one necessary to meet requirements for a credential in an area of district need, or unless the course provides knowledge and skill in a language other than English that can be used in carrying out assigned duties and responsibilities.
- Audit courses do not count towards advancement on the salary schedule. Course work must be in a subject directly and specifically related to subjects taught within the district with prior approval by site administrator.

9.3.2.1 Course Work Approval. Requests for course work approval shall be submitted to the site administrator.

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Unit members may submit requests for approval of entire programs (e.g., a Master's program or a program for a particular credential), and have the program approved in the same manner; however, such requests must list and have approved each course in the program.

9.3.2.2 Filing Credits. Unit members may advance to the higher classification effective August 1 or February 1 of any school year, upon completion of the required course work. This course work must have been completed outside the regular workday. The submission of the proper paperwork verifying completion is required. The proper paperwork must be filed by the first of August or February to be reflected in the warrants for that pay period. It is the responsibility of the unit member to provide proof of eligibility for advancement to Column G on or before May 1, 2016. After said date, unit members may submit proof of eligibility to move to Column G in accordance with Article 9.3.2.2.

9.3.2.3 Unit members may advance on the salary schedule if they are eligible on the first day of the new contract year or on February 1 of any school year. Retroactive credit will be granted if course work has been completed and transcripts or verification has been delayed.

9.3.2.4 Unit members must complete the required semester units of credit for column advancement on the salary schedule. Upon completion of the required units, unit members may turn in evidence of completion to the Personnel Office.

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This means that the unit member may accumulate (“personally bank”) the units of credit for future advancement upon acquiring the necessary years of comparable experience, provided all other criteria as outlined in this article have been met.

9.3.2.5 Effective January 1, 2016, Column G shall be added to the salary schedule, (Appendix A). Column G shall be obtained after the unit member has obtained B.A.+90 units including Master’s Degree, M.A.+45 units, or Doctorate Degree. Column G steps 16, 18, 20 and 22 shall reflect a 2% increase from Column F.

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

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

9.5 **Reemployment of Former Employees.** Former District employees who were permanent employees and who are being reemployed receive all rights, credits and responsibilities that they were entitled to at the time of resignation, provided that they are reemployed within thirty-nine (39) months from the time of separation.

9.6 **Contracts and Notice of Employment.** A contract will be issued upon initial employment. In subsequent years personnel will receive a written notice of employment prior to June 1.

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1 **9.7 National Board Certification Stipend.** Any employee, including
2 speech and language pathologists, psychologists and counselors who
3 achieve the National Board for Professional Teaching Standards
4 Certification or National Board for Speech and Language Pathologist
5 Certification shall receive a stipend of \$750 annually.

6 **9.8 Payroll Statement/Stub.** To the extent of the current payroll system
7 capability, the District shall separate and define employees' extra pay
8 assignments on their payroll statements.

9 **9.9 Elementary Extra Duty Positions.**

10 9.9.1 To be eligible for extra duty positions, employees must provide
11 direct services to students outside contract hours.

12 9.9.2 Employees will be encouraged to submit proposals for extra duty
13 positions to the principal that would benefit students at the local
14 school site. The principal shall select positions from the proposed
15 list in consultation with his/her staff.

16 9.9.3 The positions selected shall be posted at the local school site for a
17 minimum of five (5) working days.

18 9.9.4 Employees shall submit a letter of application to the principal for
19 specific positions and shall be interviewed by the principal or
20 designee.

21 9.9.5 Employees may share/split positions subject to the approval of the
22 principal.

23 9.9.6 The stipend shall be in accordance with Appendix C.

24 **ARTICLE 10: TRANSFER AND REASSIGNMENT OF PERSONNEL**

25 **10.1 Definitions:**

26 10.1.1 A **transfer** is a change of work location between schools or other
27 educational facilities.

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1 10.1.2 A **voluntary transfer** is one in which the transfer proceedings are
2 initiated or agreed to by the unit member.

3 10.1.3 An **involuntary transfer** is one in which the transfer proceedings
4 are imposed upon the unit member.

5 10.1.4 A **reassignment** is a change in grade level assignment for grades
6 TK-5 within the same school.

7 10.1.5 An **involuntary reassignment** is a change in grade level
8 assignment for grades TK-5 within the same school imposed upon the unit
9 member.

10 10.1.6 A **vacancy** is a bargaining unit position the District has decided to
11 fill through either transfer or the employment of a certificated employee.

12 10.1.7 **Seniority** for the purpose of this article, the term seniority shall be
13 defined as the first date of paid service as defined by the Educational Code
14 for lay off purposes. The District shall maintain a seniority list.

15 10.2 **Unit Member Initiated Request.** To facilitate requests for transfer of
16 certificated personnel, a list of vacancies shall be maintained in the office
17 of the Personnel Administrator. The list of vacancies shall be kept as
18 current as possible at all times and it shall be available to all unit
19 members. This list will be posted on bulletin boards at each school during
20 the regular school year. During summer recess, notices of vacancies will
21 be posted at the District Office and on the district website. Copies of all
22 notices of vacancies for certificated bargaining unit positions will be
23 mailed to the Association at the time they are posted. Except in
24 emergency cases, the deadline for responding to a notice of vacancy shall
25 be at least five (5) days after the notice is posted, and no vacancy shall be
26 filled before this deadline.

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1 10.2.1 Unit member's requests for transfer shall be made in writing to
2 the Personnel Administrator. Such requests shall be
3 acknowledged in writing.

4 10.2.2 Unit member's requests for transfer to vacant positions shall be
5 given careful consideration, and when qualifications are
6 substantially equal and in the best interests of the District,
7 employees shall be given preference in placement in such
8 positions over persons not currently employed in the District.
9 Seniority shall be one of the determining factors in granting
10 transfers and reassignments. Unit members transferred
11 involuntarily or due to school closures shall be accorded first
12 priority in filling all vacancies for which they have an appropriate
13 credential. Changes in assignment caused by voluntary transfers
14 will occur either at semester break or prior to the beginning of the
15 instructional year. At the District's discretion, voluntary
16 transfers may occur at other times during the year.

17 10.2.3 A unit member who requests a transfer and is qualified for the
18 position shall be granted an interview with the principal of the
19 school where the vacancy exists or with an appropriate
20 administrator. A unit member shall be notified verbally or in
21 writing of the decision to grant or deny a request within ten (10)
22 work days of the decision. If the decision is unsatisfactory to the
23 unit member, a conference with the principal and the Personnel
24 Administrator may be held if the unit member so requests. If a
25 unit member initiated transfer request is denied, the employee
26 shall be provided with specific reasons for the denial within ten

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(10) work days by the appropriate administrator upon the unit member's request.

10.2.4 Transfer requests shall remain in effect for the school year in which they are made unless the unit member provides written notification to the Personnel Administrator that she/he no longer wants to be considered for transfer. All transfer requests will expire the day before the first instructional day of the new school year.

10.3 **Involuntary Transfer.** Involuntary transfer shall be preceded by a meeting between the unit member and the appropriate administrator, at which time the unit member shall be notified of the reasons for the transfer and efforts will be made to reach agreement with the change. If the teacher requests, the reasons for transfer shall be provided in writing.

10.3.1 Prior to any involuntary transfer occurring volunteers shall be sought. An e-mail copy of the posting to seek volunteers shall be sent to the President of the Association.

10.3.2 When a unit member has been transferred involuntarily, consideration shall be given to a future request for voluntary transfer for that unit member.

10.3.3 Should a transfer be made during the summer recess, the Personnel Administrator or designee will arrange to meet with the unit member to be transferred. If practical, the appropriate administrators shall be present at this meeting. If the unit member is out of the District and the District makes a reasonable attempt but cannot set such a meeting before the transfer is to occur, a written notice of transfer shall be mailed to the unit member. A subsequent meeting regarding reasons for the

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transfer shall be held within five (5) work days of a unit member request for such a meeting. Said reasons shall be put in writing if the unit member so requests.

10.3.4 Involuntary transfers shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District as determined by the Superintendent or designee and approved by the unit member's administrator. Employees shall receive five (5) work days notice of an involuntary transfer, prior to its taking effect unless waived by the employee. This notice provision shall not apply for the first three (3) weeks of each semester. Upon request, custodial assistance in moving school materials shall be provided. Except in instances where an insufficient number of students requires a decrease in number of unit members at a school, an involuntary transfer will take effect at semester break or prior to the school year. The District shall inform a unit member of an involuntary transfer before the end of the school year. If a unit member is notified after the end of the school year of the involuntary transfer, the District shall provide the employee with the reasons for the timing of the transfer.

10.3.5 A unit member involuntarily transferred on account of staff reductions at her/his assigned school, shall be afforded preferential transfer rights back to her/his previous assignment over any other interested applicant if a position becomes vacant during the next three (3) semesters or YRE equivalent and shall be notified prior to the posting of the position. Under these

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circumstances, the criteria set out in Section 10.2.2 and Section 10.7.3 shall not apply.

10.3.6 Should a part-time position become vacant at a school site that has experienced staff reductions, the Principal shall have the discretion to determine whether to treat the position as a part-time vacancy or to make available to unit members at the school a “one-sixth” assignment.

10.3.7 The filing of a grievance concerning involuntary transfer will not prevent the transfer from going into effect. Should the resolution of the grievance result in a reversal of the transfer, the employee shall return to previous status.

10.3.8 Compensation for Involuntary Transfers. A unit member involuntarily transferred to an outlying school shall receive an isolation factor stipend in the amount set forth in Appendix C4-Item V.

10.3.9 If a unit member is involuntarily transferred at anytime during the school year, the unit member shall be allowed two (2) days release time to break down existing class, set up the new class, observe other comparable programs, and gather necessary materials. A third day shall be granted if requested by the unit member and approved by the Principal as deemed necessary. No employee shall be transferred with fewer than three (3) days notice prior to beginning the new assignment.

10.3.10 If a unit member is involuntarily transferred at anytime outside of their contracted work year, the unit member shall be allowed two (2) days to break down and set up their respective classrooms. The unit member shall coordinate these days with the respective

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1 site administrators. The unit member shall be compensated at
2 their current daily rate of pay per day.

3 **10.4 Involuntary Reassignments.** Involuntary reassignments shall be
4 preceded by a meeting between the unit member and Principal, at which
5 time the unit member shall be notified of the reasons for the
6 reassignment. If the unit member so requests, a second meeting shall be
7 held between the unit member, the Principal and the Personnel
8 Administrator or designee, to discuss the reasons for the reassignment.
9 Following this second meeting, the reasons for the reassignment shall be
10 put in writing and provided to the unit member if the unit member so
11 requests. Nothing herein shall preclude the reassignment from becoming
12 effective at such time as is determined to be necessary by the District.
13 **10.4.1 Involuntary Reassignment for TK-5 employees.** If a unit member is
14 reassigned at anytime during the school year, the unit member shall be
15 allowed two (2) days release time to set up the new class, observe other
16 comparable programs, and gather necessary materials. A third day shall
17 be granted if requested by the unit member and approved by the Principal
18 as deemed necessary. No employee shall be reassigned with fewer than
19 three (3) days notice prior to beginning the new assignment.

20 **10.5 Voluntary Reassignments.** Prior to making any reassignments,
21 volunteers will be sought from within the school and shall be considered
22 first. An e-mail copy of the posting for a request for volunteers shall be
23 sent to the Association. The District shall make information about open
24 assignments available to unit members at the site.

25 **10.6 Counselors.**
26 Prior to posting a position for a counselor whose assignment will be at
27 more than two sites, the Association will be consulted.

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1 **10.7 Extra Duty Position.** A list of all extra duty assignments shall be
2 posted on the district website. Applications for such positions (whether
3 vacant or not) may be placed on file with the District.

4 10.7.1 Posting of extra duty assignments shall occur no later than thirty
5 (30) calendar days prior to the last student day of the regular
6 school year calendar. Any newly created extra duty positions
7 shall be posted when created, together with notice that
8 applications may be forwarded to the appropriate administrator.
9 All posting for extra duty positions shall be done in accordance
10 with Section 10.2.

11 10.7.2 All postings shall specify the length and time frame for the extra
12 duty assignment.

13 10.7.3 Interviews shall be held in the event there is more than one
14 applicant.

15 10.7.4 With respect to extra duty coaching assignments, unit members
16 shall be advised no later than sixty (60) work days after
17 completion of the season whether: 1) the assignment shall or
18 shall not be offered to the unit member again.

19 10.7.5 A unit member who has served in an extra duty assignment but
20 who is advised that she/he will not be offered the assignment
21 again, may ask the site administrator for the reason(s) for this
22 decision. Nothing in this section shall in any way diminish the
23 District's rights as set forth in Education Code Section 44923.

24 **10.8 District Reorganization.**

25 The following procedures shall apply to transfers and reassignments
26 resulting from District reorganization including, but not limited to,

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opening new schools, closure of schools, year-round calendar, or change in grade level configuration.

10.8.1 Within ten (10) work days of a Governing Board decision to implement District reorganization, i.e., opening a new school, closing of a school, year-round education implementation at an established site, or grade level reorganization, a meeting shall be held with staff impacted by the change.

10.8.2 Within ten (10) work days of the initial meeting with the staff, unit members shall be surveyed for the purpose of providing an opportunity for them to state their preferences for the following year's assignment. A unit member may submit to the Personnel Office a change or modification of the information stated on her/his survey at any time during this procedure.

10.8.3 The District shall make every effort to honor voluntary transfer requests. If two or more unit members with appropriate credentials apply for a transfer, the unit member with the most seniority, education, experience, and best performance shall receive her/his transfer request.

10.8.4 Any unit member at a work site where the work calendar changes, e.g., regular to year-round or year-round to regular, who is unable to be accommodated by the voluntary transfer procedure the first year, shall be granted a voluntary transfer the following year.

10.8.5 Certificated transfer request forms shall be available to unit members at their individual sites or through the Personnel Office. Completed transfer request forms shall be kept on file for at least six (6) months.

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1 10.8.6 Unit Members who are involuntarily transferred during the
2 school year shall be allowed two (2) days release time to set up the
3 new class, observe other comparable programs, and gather
4 necessary materials. A third day shall be granted if requested by
5 the unit member and approved by the Principal if deemed
6 necessary. No employee shall be transferred with fewer than
7 three (3) days notice prior to beginning the new assignment.

8 10.8.7 Unit members who have been displaced by a school closure will be
9 placed at a site of like level (elementary, middle or high), before
10 the end of the school year and shall be given priority interview
11 over all other candidates, and shall be placed prior to all
12 voluntary transfers.

13 10.8.8 Unit members shall receive updates of all vacancies until all
14 affected unit members have been placed.

15 10.8.9 Unit members shall indicate their preferences from the list of
16 vacancies on the appropriate form and turn in to the Personnel
17 Office.

18 10.8.10 The District shall provide transportation, personnel and packing
19 materials to move classroom materials to the new school site.

20 10.8.11 Storage of district materials shall be provided to any unit member
21 not placed prior to the end of the school year.

22 **ARTICLE 11: YEAR-ROUND EDUCATION – THIS ARTICLE SHALL BE**
23 **SUSPENDED UNTIL THE DISTRICT RETURNS TO A YEAR-ROUND**
24 **SCHEDULE**

25 11.1 **Transfer and Reassignments.** Contract language incorporated into
26 Article 10.7.

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11.2 **Salary Advancement.** Contract language affecting year-round teaching assignments in Article 9.3.2.2.

11.3 **Custodial Assistance.**

11.3.1 Reasonable custodial assistance will be provided in moving teaching materials into and out of a year-round school.

11.3.2 Custodial assistance will be provided to move storage cabinets at the beginning or end of a teaching track.

11.4 **Designation of Year-Round Schools.**

11.4.1 The Association will be notified at least 90 days in advance of a school's designation as a year-round school.

11.4.2 **Ad Hoc Committee.** The Association may appoint three (3) members, at least two (2) of whom are assigned to that site, to serve on a site level ad hoc committee under the direction of the site principal. The purpose of this committee shall be to implement the unique aspect of year-round education at that school site.

11.5 **Calendar.** The District will use a 60/20 multi-track system for year-round education. Teachers assigned to year-round sites shall work a total of 179 days, 175 student instructional days and four (4) teacher workdays. The District and HTA agree to meet and discuss the length of the instructional day in order to meet the required number of instructional minutes.

11.6 **Substituting.** Bargaining unit members may not be prohibited from substituting during their off-track sessions. Pay will be at the prevailing District substitute rate.

11.7 **Modifications to Regular Contract Year.** When a position is longer than a regular teaching contract year (1989/184 days), or there is an

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alternative schedule established to deliver instructional services, the position will be posted if the incumbent declines the position.

11.8 **Materials Storage.** Unit members will have two storage cabinets for classroom and core materials that will be delivered by 2:00 PM the work day before the track change.

11.9 Should the Governing Board choose not to continue year-round education, notice shall be given to unit members assigned to such school(s) not later than the end of January of the same year the program will discontinue.

ARTICLE 12: LEAVES

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 after three (3) consecutive days of sick leave are taken in a school year. The District may also require proof of illness 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.

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

12.1.2 Full-time employees will receive ten (10) days sick leave annually. This leave shall be credited in advance. Part-time employees will receive sick leave in proportion to that allowed full-time

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employees based on time worked. Employees serving less than a full school term will receive sick leave in the proportion that the time served bears to a full school year. Unused sick leave shall accrue from school year to school year.

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

<u>Hours Worked Per Summer Session</u>	<u>Sick Leave Earned</u>
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80	4 hours
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120	6 hours
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The amount of sick leave which may be taken during any summer school sessions is limited to the amount earned for that session; one hour of sick leave per 20 hrs. scheduled instructional time. Unused summer school sick leave will be added to the employee's regular sick leave accrual based on the earned, but unused, number of hours of summer school sick leave at the close of summer school.

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

12.1.5 **Family Care Leave.** Unit members shall be entitled to use accrued sick leave to care for family members. In the event that

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the unit member claiming Illness-Family Care leave has exhausted his/her accrued sick leave, 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.

12.2 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

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family” shall mean the mother, father, grandmother, grandfather, parent-in-law, grandparent-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister of the employee or the employee’s spouse, 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.

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

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

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

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

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

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

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

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

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

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

12.3.3.7 Up to four (4) 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.)

12.3.3.8 Unit members may use available personal necessity leave
to participate in activities of the school or licensed child
day care facility of any of her/his children, if the unit
member, prior to taking the time off, gives reasonable
notice to the District of the planned absence, pursuant to
Labor Code Section 230.8. If the unit member does not

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1 have available personal necessity leave, she/he may use
2 compensatory time off or take the time off without pay.

3 a. A unit member may not take more than 40 hours (paid
4 and/or unpaid) each calendar year, or eight hours
5 (paid/unpaid) in any calendar month of the year, for these
6 purposes. This section shall apply to the parent, guardian
7 or grandparent having custody, of one or more children in
8 kindergarten or grades one to 12, inclusive, or attending a
9 licensed day care facility.

10 b. If both parents are employed at the same worksite,
11 this entitlement as to one child applies at any one time,
12 only to the parent who first gives notice to the employer,
13 and the second parent may take a planned absence
14 simultaneously as to that child only if she/he obtains the
15 District's approval for the requested time off.

16 c. If requested by the District, the unit member shall
17 provide documentation from the school or licensed child
18 day care facility as proof that she/he participated in school
19 or licensed child day care facility activities on a specific
20 date and at a particular time.

21 **12.4 Industrial Illness and Accident Leave.** Employees covered by this
22 Agreement shall be eligible for leave.

23 12.4.1 Industrial Illness and Accident Leave is granted when any
24 absence is caused by injury, accident or illness, arising from the
25 performance of services for the District, is supported by a
26 physician's certificate and is verified through the Workers'
27 Compensation System.

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12.4.2 Industrial Illness and Accident Leave benefits are in addition to sick leave benefits.

12.4.3 An employee shall be deemed to have recovered from an accident or illness and thereby able to return to work at such time as her/his physician so indicates.

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

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

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

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

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

12.5.4 Pursuant to Education Code Section 44977, an employee shall not be provided more than one five-month period per illness or

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1 accident. However, if a school year terminates before the five-
2 month period is exhausted, the employee may take the balance of
3 the five-month period in a subsequent school year.

4 12.5.5 Pursuant to Education Code Section 44978.1, when an employee
5 has exhausted all available sick leave and Extended Illness Leave,
6 and is not medically able to resume the duties of his or her
7 position the employee shall, if not placed in another position, be
8 placed on a reemployment list for a period of 24 months if the
9 employee is on probationary status, or for a period of 39 months if
10 the employee is on permanent status. When the employee is
11 medically able during the 24- or 39-month period, the employee
12 shall be returned to employment in a position for which he or she
13 is credentialed and qualified.

14 12.6 **Parental Leave.** Effective January 1, 2017, as provided by Education
15 Code Section 44977.5, unit members shall be entitled to parental leave as
16 set forth in this section.

17 12.6.1 For purposes of this section, “parental leave” shall be defined as
18 leave for reason of the birth of the unit member’s child, or the
19 placement of a child with the unit member for adoption or foster
20 care.

21 12.6.2 Unit members shall be entitled to use all current and
22 accumulated sick leave for parental leave, for a period of up to
23 twelve (12) workweeks.

24 12.6.3 When a unit member has exhausted all current and accumulated
25 sick leave and continues to be absent on account of parental
26 (childbonding) leave under the California Family Rights Act
27 (CFRA: Government Code Section 12945.2), he or she shall be

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entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 12.5 of this Agreement but shall not count against the leave entitlement set forth in that Section.

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

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

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

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

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- 12.8 **Leaves of Absence for Personal Reasons.** Permanent employees covered by this Agreement may request personal leave without compensation, increment, seniority or tenure credit, for a period of one (1) school year for the following purposes: Care for a member of the immediate family who is ill, long term illness of the unit member, service in an elected public office, professional study, educational travel and/or research, or for reasons of health. Leave for child rearing shall be considered under this provision. Duration of the leave shall be mutually agreed upon between the employer and the employee. A request for such leave under special circumstances may also be considered by the District.
- 12.8.1 The applications for and granting of such leaves of absence shall be in writing. In addition the unit member on such leave shall notify the Personnel Administrator by March 1 of the school year on leave as to the intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.
- 12.8.2 A unit member on leave of absence for personal reasons shall be entitled to participate in the District health and welfare benefit program, not expressly prohibited by law, at no expense to the District.
- 12.9 **Jury Duty.** All employees called for jury duty in a court of law shall continue to receive regular salary and employee benefits. When jury fees and mileage reimbursement are paid to the employee, the employee shall remit to the District the jury fees, but may retain the mileage reimbursement portion as shown on the remittance accompanying the payment.
- 12.9.1 If an employee is scheduled to serve on a jury for two (2) weeks or more, the District shall provide the unit member with one-half

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day of release time and a one-half day substitute, in order that the substitute can meet with the teacher to make plans on a day prior to jury duty.

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

12.10 Family Care and Medical Leave. In accordance with state and federal law, qualifying unit members shall be afforded family care and medical leave benefits. These leave benefits shall be consistent with those described in Appendix "E".

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

12.12 Catastrophic Leave. Catastrophic leave pay may be available to a certificated employee as set forth herein pursuant to the provisions of Education Code 44043.5 inclusive. Catastrophic leave pay shall consist of

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the amount of sick leave days that are donated to the affected certificated employees by other certificated employees. “Catastrophic illness or injury” shall mean an illness or injury: (a) that is expected to incapacitate the certificated employee for an extended period of time; (b) that incapacitates a member or the certificated employee’s family and which incapacity requires the certificated employee to take time off from work for an extended period of time to care for the family member; or (c) taking extended time off work creates a financial hardship for the certificated employee because he/she has exhausted all of his/her sick leave and other paid time off.

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

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

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

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

12.12.4 A committee comprised of two (2) bargaining unit members appointed by the President of the Association and two representatives of

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administration shall administer the catastrophic leave provision and shall approve or disapprove all applications. An applicant shall be required to provide proof that a catastrophic illness or injury exists.

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

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

12.12.7 "Member" of the certificated employee's family shall be defined as set forth in Article 12.2.

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

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 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.

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1 13.3 Unit members shall report to their immediate supervisor suspected
2 unsafe conditions in writing. The District shall supply a report form for
3 reporting unsafe conditions.

4 13.4 Unit members shall report to their immediate supervisor any abuse of
5 school personnel, assault or battery upon school personnel, or any threat
6 of force or violence directed toward school personnel which occurs at any
7 time or place and is related to any school activity. Unit members are
8 obligated to prepare any reports required by the District relating to such
9 incidents. The District will facilitate actions against students or adults
10 who abuse, assault, insult or upbraid employees. The District shall, upon
11 request, respond to the affected employee within five (5) working days as
12 to what action has been taken or is being considered by the District with
13 respect to the incident in question.

14 13.4.1 Employees who have been attacked, assaulted, or battered, or who
15 have been threatened with injury by someone the employee reasonably
16 believes is capable of inflicting such harm, shall immediately report the
17 incident to their immediate supervisor and to appropriate law
18 enforcement authorities if they desire.

19 13.5 The District will investigate all reports of suspected unsafe conditions and
20 shall take steps it deems necessary to correct conditions determined to be
21 unsafe. The District shall, upon request, respond to the Association or the
22 employee within five (5) working days as to what remedial action is being
23 considered to correct the unsafe condition.

24 13.6 The District shall supply and maintain adequate means for
25 communication between a teacher and other staff members at the school
26 for emergency situations.

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1 13.7 The District shall maintain a Safety Committee, which shall consist of,
2 among others, representatives of the certificated bargaining unit. Any
3 bargaining unit member may report a safety concern by following the
4 process outlined in the site handbook and/or on the District website. To
5 begin this process, the unit member shall file an Unsafe Conditions
6 Report with site administration.

7 13.7.1 Beginning with the 2019-20 school year, the Safety Committee shall
8 send a joint communique regarding the law governing lactation
9 accommodations to all employees. The communique shall be
10 reviewed annually, prior to September 30th, and updated when
11 necessary.

12 13.8 No unit member shall be required to perform duties under conditions
13 which pose an immediate threat of serious physical harm to the unit
14 member provided the unit member has reported the condition to her/his
15 site administrator and exhausted reasonable means to correct the
16 condition. In exercising the foregoing right, unit members shall not
17 neglect the responsibility to provide for the safety of students.

18 13.9 The District shall indemnify and hold harmless from liability any unit
19 member who performs, within the scope of her/his authority, specialized
20 health care services. Unit members shall receive proper and adequate
21 training in those health care services they are asked to perform.
22 Notwithstanding the above, and with the exception of nurses, no unit
23 member will be required to perform catheterizations, diapering, injections,
24 ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen
25 administration, gavage feeding or draining. Nothing herein shall be
26 interpreted as preventing a unit member from performing the health care

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1 services described herein if the unit member volunteers in writing and has
2 received proper training from a certified specialist in these procedures.

3 13.10 No bargaining unit member shall be asked or directed to transport pupils
4 in private vehicles.

5 13.11 The District will inform employees of the scope of protection for personal
6 liability under the District's liability coverage for employees acting as
7 agents of the District.

8 13.12 Each unit member shall be given a copy of the school site's student
9 discipline procedures at the start of the school year.

10 13.12.1 In accordance with Education Code Section 48910, a unit member
11 shall have the right to suspend a student from their class for that day
12 and/or the day following, while providing students with disabilities their
13 due process under the Individuals with Disabilities Education
14 Improvement Act. Site handbooks shall contain Education Code 48910
15 and procedures relating to a unit member's suspension of a student.

16 13.13 In accordance with Education Code Section 49079, the District shall notify
17 a unit member of any pupil enrolled in her/his class who has engaged in,
18 or is reasonably suspected to have engaged in, within the last three years,
19 any of the acts subject to suspension or expulsion under the Education
20 Code Section 48900 that are reportable under Section 49079 when such
21 information is made known to the District. The District shall provide the
22 information to the teacher through records the District maintains in its
23 ordinary course of business or receives from a law enforcement agency.
24 Any information received by a unit member pursuant to this section shall
25 be received in confidence for the limited purpose for which it is intended
26 and shall not be disseminated by the teacher. Violation of this

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1 confidentiality requirement by a unit member shall be grounds for
2 discipline.

3 **13.14 Use of surveillance cameras**

4 13.14.1 In accordance with Education code section 51512, the District may
5 not place any electronic listening or recording device (including
6 surveillance cameras) in any classroom of the elementary and
7 secondary schools without the prior consent of the teacher and the
8 principal of the school.

9 13.14.2. The following applies to the use of surveillance cameras at school site
10 areas outside of a classroom.

11 13.14.2.1 Signs shall be posted disclosing the use of surveillance
12 cameras.

13 13.14.2.2 Surveillance cameras shall not be used as *de-facto* time
14 clocks.

15 13.14.2.3 Surveillance cameras shall not be used in any formal or
16 informal observation/evaluation.

17 13.14.2.4 Information garnered from surveillance cameras may only be
18 utilized to enact employee discipline when there is alleged
19 criminal activity, child abuse, or intentional misconduct
20 endangering staff and/or students

21 **ARTICLE 14: CLASS SIZE**

22 14.1 The District shall maintain a District-wide staffing ratio of thirty (30)
23 students or less per classroom teacher. This shall not be interpreted to
24 mean that individual classes will not exceed thirty (30) students.

25 14.1.1 Subject to 14.1.1.1, beginning July 1, 2015 the District shall comply
26 with the state of California's Class Size Grade Span adjustment
27 program enacted in 2013 to make reductions each year, until a

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staffing ratio of 24:1 is achieved in grades TK-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-3.

14.2 For the purposes of Section 14.1, the number of classroom teachers used to compute the above ratio shall 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 physical education classes. 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, Athletics, and Sports Fitness classes shall not be affected by the provision.

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14.3.2 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) student contacts in a regular five (5) period workday and two hundred and fifty-two (252) 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 forty-five (45) work days.

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

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

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

ARTICLE 15: EMPLOYEE EVALUATION AND OBSERVATION
PROCEDURES

15.1 The District shall evaluate all permanent bargaining unit members no less than once every two (2) years, except that whenever any permanent certificated employee receives an unsatisfactory evaluation, the employee shall be evaluated at least annually until she/he achieves a positive evaluation or is separated from the District. The evaluation form shall specifically state whether the evaluation is satisfactory or unsatisfactory. All probationary bargaining unit members shall be evaluated no less than

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once each year. Bargaining unit members who have permanent status and who have been employed at least ten (10) years with the school district as defined in 20 U.S.C., section 7801 and whose previous evaluation rated the employee as meeting standards shall be evaluated at least every five (5) years if the evaluator and the bargaining unit member agree. The certificated employee or the evaluator may withdraw consent at any time.

Formal Observations – The evaluation of a unit member shall be based on the direct observation of a unit member’s work. No unit member’s evaluation will be based on hearsay information.

Assistance Plan - If a unit member receives an overall evaluation of one (1) and is being referred to PAR the evaluator must attach a copy of an assistance plan to the evaluation form. The assistance plan shall be given to the Joint Panel and the PAR provider.

15.1.1 Administrators shall be trained in the use of the evaluation form, including but not limited to the elements of the California Standards for the Teaching Profession, descriptions of teaching practice.

15.2 Evaluation is defined as the process of appraising the effectiveness of the performance of employees. Procedures for evaluation shall be based on, but not limited to:

15.2.1 The gathering of information about the employee’s performance in the classroom;

15.2.2 Assessing the quality of such performance;

15.2.3 Communicating to the employee the assessment of the quality of the performance;

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15.2.4 Recommending, if necessary, changes to improve the employee's performance.;

15.2.5 No member of the unit shall evaluate another unit member without the agreement of both unit members;

15.3 Prior to the beginning of the formal evaluation process, which includes all written formal observations, a face to face conference shall be held between the evaluatee and evaluator. They shall discuss and enumerate the elements upon which the evaluation may be based and attempt to reach agreement thereon. The elements shall include, but will not be limited to, the goals and objectives of the teacher. Both physical and nonphysical constraints on reaching those goals shall be discussed, along with other aspects of expected performance outside the classroom. The elements for evaluation shall be committed to writing whether or not agreement is reached and a copy of what has been written shall be provided to the evaluatee. The evaluatee shall have at least 48 hours notice of the first formal observation.

15.4 If conditions change which affect the elements upon which any evaluation may be based, either party may request an additional conference to discuss such changes.

15.5 Those unit members who are regularly scheduled to be evaluated will be notified by the appropriate management person prior to the evaluation. Such notice will contain an explanation of procedures for evaluations in addition to those set forth herein.

15.6 The evaluation shall assess a bargaining unit member's competency as it reasonably relates to the following:

15.6.1 The progress of pupils toward standards as established by the District of expected pupil achievement at each grade level in each

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1 area of study and progress of pupils toward meeting the state-
2 adopted academic content standards as measured by state-
3 adopted criterion referenced assessments as described in Article
4 17.5. The measurement of pupil progress shall not include the
5 use of publishers norms established by standardized tests;

6 15.6.2 The instructional techniques and strategies used by the
7 bargaining unit member;

8 15.6.3 The bargaining unit member's adherence to curricular objectives;

9 15.6.4 The establishment and maintenance of a suitable learning
10 environment, within the scope of the employee's responsibilities;

11 15.6.5 And, to the extent not already covered in sections 15.6.1-15.6.4,
12 the California Standards for the Teaching Profession (Appendix
13 G).

14 15.7 A written report of formal employee observations shall be maintained by
15 the evaluator and presented at a conference to the employee within ten
16 (10) working days after the formal observation or such other date as is
17 agreed to by the evaluator and evaluatee. This written record shall be
18 known as the observation report. Commendations and/or
19 recommendations shall be presented and discussed. The observation
20 reports shall be signed and dated by the employee, and the employee shall
21 have the right to rebut in writing all or portions of such record. Any such
22 rebuttal shall be attached to the observation report. Upon request a
23 complete written copy of the observations shall be made available to the
24 employee at District expense. Nothing in this Article shall preclude
25 classroom observations other than formal observations at any time.

26 15.8 The final evaluation should be provided to the employee by April 1st, but
27 in no event later than May 1st. The evaluator will discuss the evaluation

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with the unit member no later than ten (10) days after the presentation of the evaluation. The unit member must sign the evaluation signifying only that the unit member has read the document. The unit member shall be provided the opportunity to attach a written reaction or response which shall become part of the permanent records. A copy of the evaluation report shall be signed by the evaluator as well as the evaluatee. A copy of the evaluation report shall be given to the employee, at District expense, a copy shall be placed in the employee's personnel file, and a copy retained by the evaluator. An employee's refusal to meet over the evaluation within the prescribed timelines, or refusal to sign the evaluation form, shall be considered a waiver of these requirements by the employee.

15.9 A permanent classroom teacher who receives an unsatisfactory rating in his/her final evaluation in areas of subject matter knowledge, teaching methods or instruction shall be evaluated in the succeeding year and shall participate in the District's Peer Assistance and Review (PAR) Program designed to improve the unsatisfactory performance. The PAR program structure is contained in Article 17. For the purposes of the PAR program, evaluations shall be completed by the appropriate site administrator or other administrative designee.

15.10 Pursuant to the provisions of this Article, an evaluation procedure for counselors and other non-classroom teacher bargaining unit members shall be discussed between the assigned evaluator and bargaining unit member at the beginning of each school year.

15.11 The District retains the ultimate responsibility for the evaluation and assessment of performance of each unit member, subject to the procedural requirements as set forth in this Article. Accordingly, grievances arising under this Article shall be limited to a claim that evaluation procedures

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1 have been violated. However, nothing herein shall preclude the unit
2 member from contesting the substance of any evaluation which is used in
3 any disciplinary proceeding.

4 **ARTICLE 16: COMPLAINT PROCEDURE**

5 16.1 Complaints received by the site administrator, supervisor, a central office
6 administrator or Board member, regarding a unit member will be
7 reported to the unit member within seven (7) days of the complaint, except
8 that criminal charges shall be reported to the appropriate authority.

9 16.2 Prior to lodging a complaint, and within seven (7) days of the
10 complainant's knowledge of the event giving rise to the complaint, the
11 complainant shall attempt to discuss the complaint with the specific unit
12 member(s) involved. If the complainant is unwilling or unable to meet
13 with the unit member(s), the site administrator shall attempt to arrange a
14 meeting between the complainant and the unit member(s). If the
15 complaint is satisfactorily resolved at this step, then the complaint
16 procedure is deemed completed.

17 16.3 If the complaint is not resolved in the meeting between the complainant
18 and unit member, and if the complaint is deemed to be of a nature that
19 cannot reasonably be ignored, the complainant shall place the complaint
20 in writing and sign the complaint. If the site administrator or supervisor
21 puts the complaint in writing, she/he shall have it signed by the
22 complainant. A copy of the complaint shall be given to the unit member
23 within seven (7) days.

24 16.4 Except as provided herein, the employee's site administrator or supervisor
25 shall schedule a meeting between the complainant and employee within
26 fifteen (15) days of the complaint being brought to the administrator's or
27 supervisor's attention. The employee and/or complainant may have a

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- 1 representative at any meeting. If after an initial interview it is the
2 opinion of the site administrator that a second meeting between the
3 complainant and teacher would not assist in resolving the matter, the site
4 administrator may elect to conduct further discussion as an intermediary.
- 5 16.5 Within fifteen (15) days of the meeting described in Section 16.4 taking
6 place, the site administrator or supervisor will prepare and serve a
7 response to the complaint on both the complainant and the unit member.
8 The site administrator or supervisor may, at their discretion, interview
9 other unit members and/or individuals who may have knowledge of the
10 event or actions forming the basis of the complaint.
- 11 16.6 No complaint or documentation prepared or gathered as the result of an
12 investigation into a complaint shall be placed in the personnel file of the
13 unit member unless the allegations have been substantiated by the site
14 administrator or immediate supervisor. Additionally, the unit member
15 shall be advised of the decision to place the documents in the personnel
16 file.
- 17 16.7 The unit member may appeal to the Superintendent or designee the
18 decision to place in her/his personnel file material or documents generated
19 as a result of a complaint being lodged made against the unit member.
20 This appeal must be filed within ten (10) days of receiving notice
21 concerning the placement of these documents in the unit member's
22 personnel file. The Superintendent or designee will review the matter and
23 respond in writing to the unit member within fifteen (15) days.
- 24 16.8 The unit member shall be given release time from non-instructional duty
25 time to review and/or respond to a complaint and any material placed in
26 the unit member's personnel file. The date and length of the release time

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1 to be provided the unit member shall be subject to the approval of the site
2 administrator.

3 16.9 Nothing in the sections above shall be interpreted as precluding a
4 complainant (other than another unit member's complaint) from taking
5 her/his complaint to the Superintendent or Governing Board if she/he is
6 not satisfied with the site administrator's resolution of the complaint.

7 16.10 Should a complainant make a request of the Governing Board to review
8 her/his complaint and the Board wishes to discuss the complaint brought
9 against the unit member in closed session the unit member shall be given
10 written notice of her/his right to have the complaint heard in open session
11 as opposed to closed session. The unit member shall be given this notice
12 personally or by mail at least seventy-two (72) hours before the time for
13 the meeting.

14 16.11 For purposes of this article, any reference to "day" shall mean any
15 regularly scheduled workday for the unit member against whom the
16 complaint has been made.

17 16.12 This article is subject to the grievance procedure (Article 6) to the extent
18 the claim relates to following the procedures contained in this article.
19 Nothing herein shall preclude the unit member from contesting the
20 substance of any documentation prepared in response to a complaint if
21 subsequently used in any disciplinary proceeding.

22 16.13 In compliance with state and federal law and notwithstanding any other
23 provision of this article, where a complaint alleges sexual harassment by a
24 unit member, the complainant shall not be required to meet with the
25 accused unit member.

26 **ARTICLE 17: PEER ASSISTANCE AND REVIEW (PAR)**

27 17.1 **Joint Committee.**

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- 1 17.1.1 The Joint Committee shall consist of seven (7) members, four (4)
2 bargaining unit members appointed by the Association, and three
3 (3) administrators appointed by the District. Association
4 members of the Joint Committee will serve four (4) years and may
5 be reappointed for additional years by the Association President.
- 6 17.1.2 The Joint Committee shall establish its own meeting schedule.
7 Five (5) members, consisting of three (3) bargaining unit members
8 and two (2) administrators, shall constitute a quorum; actions of
9 the Joint Committee shall require an affirmative vote of at least
10 five (5) members. Meetings shall take place during the regular
11 teacher workday, and substitutes shall be provided to release
12 Association members from their other duties. If the committee
13 agrees to extend the meeting hours beyond the regular teacher
14 workday, Association members shall be compensated at the
15 hourly extra duty rate.
- 16 17.1.3 The Joint Committee shall be responsible, for the following:
- 17 17.1.3.1 Providing training for Joint Committee members.
- 18 17.1.3.2 Establishing its own rules of procedure, including the
19 method for selection of the chairperson.
- 20 17.1.3.3 Selecting and recommending the pool of consulting
21 teachers to include elementary, middle, high and special
22 education to the Governing Board for approval.
23 Consulting teachers shall serve the PAR program.
- 24 17.1.3.4 Selecting and recommending for Governing Board
25 approval the trainers and/or training providers for
26 Consulting Teachers, and Joint Committee members.

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- 17.1.3.5 Providing training for Consulting Teachers prior to participation in the program
- 17.1.3.6 Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site Principal
- 17.1.3.7 Adopting rules and procedures to effect the provisions of this article. Developing forms necessary for rules and procedures. Adopted rules and procedures shall be consistent with the terms of this agreement. To the extent that there is an inconsistency, the terms of the agreement shall prevail.
- 17.1.3.8 Distributing, at the beginning of each school year, a copy of the adopted rules and procedures to all bargaining unit members.
- 17.1.3.9 Establishing and implementing a procedure for application and selection as a Consulting Teacher.
- 17.1.3.10 The Joint Committee will meet to assess the on-going needs to be addressed by the PAR program, determine the number of Consulting Teachers to be placed in a pool of available Consulting Teachers in any school year, and the amount of release time provided to Consulting Teachers, based on participation in the PAR program, the budget, and other relevant considerations.
- 17.1.3.11 Reviewing the final report prepared by the Consulting Teacher and make recommendations to the Superintendent/Governing Board regarding the

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Referred Participating Teacher's progress in the PAR program.

17.1.3.12 Approving in service and training opportunities developed by Consulting Teachers before implementation.

17.1.3.13 Evaluating the impact of the PAR program yearly in order to make changes to improve the program.

17.2 Participating Teachers.

17.2.1 A Referred Participating Teacher is a classroom teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or other relevant aspects of his/her teaching performance, as a result of an overall evaluation that does not meet district standards on the Teacher Evaluation Form.

17.2.2 Referred Participating Teachers shall be identified upon issuance of an overall unsatisfactory evaluation on Teacher Evaluation Form. The form shall include the Standards and Elements of The California Standards for The Teaching Profession and a category to assess adjunct duties. The form shall be included in Appendix G. Descriptors to be used as the basis for establishing ratings shall be included in the Appendix of the Agreement, except ratings for adjunct duties, for which no descriptors shall be provided.

17.2.3 A Volunteer Participating Teacher is a classroom teacher with permanent status or an experienced teacher new to the District that volunteers to participate in the PAR program. Priority shall be given to classroom teachers with permanent status. Volunteer

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1 participating Teachers are for peer assistance only and the
2 Consulting Teacher shall not document any performance review
3 for a Volunteer Participating Teacher. A Volunteer Participating
4 Teacher may terminate his/her participation in the program at
5 any time.

6 17.2.4 A Referred Participating Teacher shall be assigned to his/her
7 Consulting Teacher by the Joint Committee. A Volunteer
8 Participating Teacher shall select a Consulting Teacher from a
9 pool of available Consulting Teachers based on their current
10 assignment. A Volunteer or Referred Participating Teacher may
11 apply to the Joint Committee to change his/her Consulting
12 Teacher at any time when requested by either the Participating
13 Teacher or the Consulting Teacher.

14 17.2.5 All communication between the Consulting Teacher and the
15 Volunteer Participating Teacher shall be confidential, and
16 without written consent of the Volunteer, shall not be shared with
17 any others, including the site administrator and the Joint
18 Committee.

19 17.2.6 All communication between the Consulting Teacher and Referred
20 Participating Teacher with the exception of the final report that
21 will be placed in the personnel file shall be confidential, and
22 without written consent of the Referred Participating Teacher,
23 shall not be shared with any others, except the Joint Committee.

24 17.2.7 The Referred Participating Teacher has the right to be
25 represented at any Joint Committee meeting or any meeting with
26 administrators throughout these procedures by the Association
27 representative of his or her choice.

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17.3 Consulting Teachers.

17.3.1 A Consulting Teacher is a classroom teacher who provides assistance to a Participating Teacher pursuant to the PAR program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, with the following minimum qualifications:

17.3.1.1 Credentialed bargaining unit member with permanent status and have experience as a classroom teacher in at least one (1) of the last three (3) years.

17.3.1.2 Shall demonstrate exemplary teaching abilities, as indicated by effective communication skills and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

17.3.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his/her expertise, as follows:

17.3.2.1 A reference from a site principal or other administrator,

17.3.2.2 A reference from an Association representative,

17.3.2.3 A reference from another bargaining unit member.

17.3.3 Consulting Teachers shall be selected and submitted for approval to the Governing Board by a majority vote of the Joint Committee following a selection process that may include classroom observations by the committee members.

17.3.4 It is recognized that the Consulting Teacher's daily schedules will be flexible.

17.3.5 A Consulting Teacher shall be provided release time as needed. The terms of the Consulting Teacher shall be a two (2) year term,

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The Consulting teacher may reapply to serve two (2) additional terms. Should a Consulting Teacher serve three (3) consecutive terms, the consulting teacher must wait one full year before reapplying to serve as a Consulting Teacher. Should a consulting Teacher be appointed to an administrative position, he/she shall not evaluate any teacher he/she provided assistance to through the PAR program from three (3) years.

17.3.6 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a full or part-time Consulting Teacher may receive pro rata hourly pay for all work beyond the regular workday and/or work year as determined by the Joint Committee. No unit member may evaluate another unit member.

17.3.7 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, inservicing, referring, or by any other activities which, in their professional judgment, will assist the Participating Teacher.

17.3.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR program, establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the program. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher's performance with students, and shall meet with the Participating Teacher to review and discuss observations.

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1 17.3.9 The Consulting Teacher shall monitor the progress of the
2 Referred Participating Teacher and provide periodic written
3 comments to the Referred Participating Teacher for discussion
4 and review.

5 17.3.10 The Consulting Teacher shall continue to provide assistance not
6 to exceed one (1) school year to the Referred Participating Teacher
7 or until the Consulting Teacher concludes that the Referred
8 Participating Teacher has completed the plan or that further
9 assistance will not be productive. The Joint Committee may
10 authorize additional assistance beyond the one-year period. In the
11 event that the Joint Committee authorizes additional assistance,
12 the Referred Participating Teacher may petition the Joint
13 Committee to provide a different Consulting Teacher. The
14 Referred Participating Teacher shall also have the right to
15 request and meet with the Joint Committee accompanied by an
16 Association representative.

17 17.3.11 The results of the Referred Participating Teacher's participation
18 in the PAR program shall be made available for placement in
19 his/her personnel file upon completion of the PAR Plan. The final
20 report shall only include time and date of meetings and the topic
21 discussed. The Final PAR Report Form shall be included as
22 Appendix H of the contract.

23 17.3.12 The Consulting Teacher may work with Professional
24 Development Academy to develop and implement inservice and
25 training opportunities for Participating Teachers subject to
26 approval by the Joint Committee.

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1 17.3.13 The District shall defend and hold harmless individual
2 participating members and consulting teachers from any lawsuit
3 or claim arising out of the performance of their duties under this
4 program as provided by California Government Code Tort Claims
5 Act.

6 **17.4 Budget Priorities and Considerations.**

7 17.4.1 The Joint Committee shall annually develop a budget to fund the
8 direct program and administrative expenses of the PAR program.

9 17.4.2 Funds shall be allocated for Consulting Teachers to provide
10 services, and other related costs; workshops for Participating
11 Teachers/Consulting Teachers, administrative costs, and
12 trainings/meetings of committee members.

13 17.4.3 Other funding sources may be allocated through the Educational
14 Services Department for release of participating teachers to
15 attend trainings, for standard administrative costs, and other
16 expenses.

17 **17.5 Teacher Evaluation Based Upon Pupil Progress.**

18 17.5.1 The District and Association shall agree to the selection of student
19 assessment instruments for teacher evaluation to be used to
20 determine the progress of pupils towards meeting grade-level
21 standards.

22 17.5.2 The District and Association shall agree to the frequency for
23 administration of student assessment instruments to be used to
24 determine the progress of pupils towards meeting grade-level
25 standards.

26 17.5.3 The District and Association shall agree to the methods by which
27 student assessment data are analyzed and used to establish

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teacher evaluation ratings for determination of pupil progress towards meeting grade-level standards, including but not limited to the following:

17.5.3.1 Achievement levels of students upon entry;

17.5.3.2 Special Program Placement (Special Education, ELL, etc.);

17.5.3.3 Student attendance (e.g. hours/days of instruction);

17.5.3.4 The amount of time/days that a teacher has been assigned to a specific class and/or subject area;

17.5.3.5 Relationship between assessment, instruction and District curriculum;

17.5.3.6 Availability of materials to support the instructional program;

17.5.3.7 Student behavior as evidenced by discipline records.

17.5.4 Student assessment data used for teacher evaluation shall be confidential. The information shall be available to individual teachers and immediate supervisors for purposes of evaluation.

17.5 Program Amendments.

17.5.1 This Article may be reopened at any time by mutual consent of the parties or by recommendation of the Joint Committee.

ARTICLE 18: CERTIFICATED DISCIPLINE PROCEDURE

18.1 The District shall adhere to the following progressive discipline steps when addressing unit member discipline. These steps may be modified or skipped when the District determines the unit member's conduct is serious.

18.1.1 Verbal Warning

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1 A verbal warning may be summarized in writing. This summary
2 shall include date of the meeting, the individuals present, the action or
3 omissions giving rise to the verbal warning and suggestions/directions for
4 improvement. The summary shall be placed in the unit member's site file.
5 In the event the misconduct recurs, and a warning letter is issued, the
6 summary may be attached to the written warning.

7 18.1.2 Written Warning

8 If the District determines that additional progressive discipline is
9 necessary, the unit member shall be issued a written warning which shall
10 be placed in the unit member's personnel file. The written warning shall
11 include a statement of the unit member's conduct and
12 suggestions/directions for improvement. In the event the misconduct
13 recurs, and a letter of reprimand is issued, the written warning may be
14 attached to the letter of reprimand.

15 18.1.3 Letter of Reprimand

16 If the District determines that additional progressive discipline is
17 necessary, the unit member shall be issued a letter of reprimand which
18 shall be placed in the unit member's personnel file. The letter of
19 reprimand shall include a statement of the unit member's conduct and
20 suggestion/directions for improvement.

21 18.1.4 Suspension

22 A unit member may be suspended without pay by the District for
23 just cause, including violation of any of the causes for dismissal as set
24 forth in the Education Code Sections 44932, 44660-44665, and 44948.3,
25 when such cause is not considered serious enough to warrant dismissal.

26 18.1.4.1 The Superintendent or designee shall give written
27 notice to the unit member of the District's intent to suspend.

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1 18.1.4.2 The notice shall include the cause(s) on which the
2 suspension is to be based, the date(s) on which the suspension shall take
3 place, a statement that the unit member has a right to discuss the
4 proposed suspension with the Superintendent or designee prior to the
5 suspension, and a proposed date, time and place for such pre-suspension
6 discussion.

7 18.1.4.3 The unit member shall have five (5) working days in
8 which to respond to the notice of suspension. If the employee does not
9 respond, the District will schedule the suspension and provide notice
10 thereof to the unit member. The unit member's response to the notice of
11 suspension, if any, shall confirm the proposed date and time for the pre-
12 suspension discussion or waive such discussion. The pre-suspension
13 discussion, unless waived, shall take place within five (5) work days after
14 the unit member's response to the notice of suspension is due.

15 18.1.4.4 The unit member shall be given the opportunity to
16 present facts and arguments regarding the proposed suspension and to be
17 represented at the pre-suspension discussion.

18 18.1.4.5 The Superintendent or designee shall inform the unit
19 member of the decision to suspend or not to suspend within three (3)
20 working days from the date of the pre-suspension discussion or after five
21 (5) work days from the date of the notice of suspension if the unit member
22 did not respond or waived the discussion.

23 18.1.4.6 The District shall schedule the suspension. The
24 suspension may be scheduled in one or more than one block of time.

25 18.1.4.7 First offenses shall be punishable by a suspension of
26 up to five (5) days, and thereafter suspension shall be for not more than
27 ten (10) days.

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18.2 Nothing in this article shall limit the District's right to initiate dismissal proceedings and/or immediate suspension and/or mandatory leave of absence as set forth in the California Education Code Sections 44932-44948.3, and 44955, nor shall discipline under this article be regarded as a precondition to dismissal proceedings under the California Education Code.

18.3 The employee may have a representative at any meeting, discussion or conference provided wherein the unit member is entitled to be present.

18.4 Should the California Legislature repeal or amend those portions of the Education Code governing discipline of certificated unit members, including the provisions describing the causes for discipline, then the parties agree to reopen this article for negotiations. The parties shall meet prior to the effective date of any change in the law for the purpose of identifying the appropriate standard or standards to be used to judge whether discipline is warranted.

**ARTICLE 19: CLASSROOM TEACHER INSTRUCTIONAL
IMPROVEMENT PROGRAM**

19.1 Introduction.

The purpose of the Classroom Teacher Instructional Improvement Program is to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction. No portion of this program shall be budgeted or paid from the general fund. It shall be implemented only to the extent that special funding from the State is provided. If the funding is decreased at any time during the life of the program, the program will be decreased proportionately.

19.2 Criteria for Nomination and Selection.

The Instructional Improvement Grant Committee, as set forth in Article

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19.3, in making its nominations to the Board, and the Board in making its final designations, shall be guided by the following criteria:

19.2.1 Mandatory criteria shall be that the applicant be a credentialed classroom teacher with permanent status. As defined the term “classroom teacher” shall include mentor teachers, special education resource teachers and categorically funded project teachers.

19.2.2 The Governing Board shall review the recommendations of the Committee and make the final decision on awards of grant funds. The award of grants shall be made so as to improve instruction in the areas of greatest need as determined by the Governing Board. The Superintendent may, but is not required to, submit recommendations to the Board concerning these grants.

19.3 Grant Selection Committee.

19.3.1 The Grant Selection Committee shall consist of three (3) permanent certificated classroom teachers elected by a secret ballot conducted among all probationary and permanent classroom teachers in the District, and two (2) administrators selected by the Superintendent, at least one of whom shall be a principal. Specific procedures for the election shall be determined by the District and Hemet Teachers Association.

19.3.2 The teachers on the initial Committee shall draw lots for one (1), two (2), and three (3) year terms. Subsequently, all terms shall be for three (3) years, or until this program is modified or terminated.

19.3.3 The Grant Selection Committee shall have a chair elected by the Committee. The chair shall assign a member of the Committee to

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maintain notes of the meeting(s), and to prepare a list of recommended awards.

19.3.4 The Grant Selection Committee shall establish procedures for the evaluation of grant proposals which shall be in accord with appropriate instructional areas as determined by the Board. The Committee may request applicants to attend a Committee meeting to discuss their proposal. An applicant may request an opportunity to discuss her/his proposal with the Grant Selection Committee prior to consideration of the proposal by the Committee.

19.3.5 The Grant Selection Committee shall review all grant applications. Members of the Committee may not be applicants.

19.3.6 The Grant Selection Committee shall recommend to the Governing Board by rank order along with the recommended amount of the grant, all grant proposals considered by a majority of the Committee to have sufficient merit to receive such a grant.

19.3.7 The Grant Selection Committee shall establish procedures for the review of the use of grant funds.

19.4 Grant Awards.

The Governing Board may award for any grant proposal submitted by an individual teacher any amount not to exceed \$2,000.00 per fiscal year for the teacher or for each teacher member of a group submitting a proposal. The decision of the Governing Board shall be final.

ARTICLE 20: LOTTERY REVENUE

20.1 Twenty percent (20%) of any lottery check received by the District shall be allocated to work sites based on the FTE certificated bargaining unit

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members assigned to that site. This money may be used for equipment, supplies, capital outlay, employee inservice or student field trips.

20.2 In addition to allocating lottery money to individual sites, the intent of this provision is to involve certificated bargaining unit members in the decision-making process of budgeting the expenditure of lottery money at each work site. For this purpose, bargaining unit members at each site will yearly be given the option of deciding to either elect a new committee or utilize an existing committee or faculty group to participate with administration in the manner and method of lottery money expenditure at each site.

ARTICLE 21: SAVINGS

21.1 Each section, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation or decision of a court or agency having valid jurisdiction, such determination shall not impair the operations or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The section, part, term or provision deemed invalid shall not be considered part of this Agreement.

ARTICLE 22: CONCERTED ACTIVITIES

22.1 It is agreed by both parties that there will be no refusal or failure by unit members to perform fully and faithfully all job functions and responsibilities, and that there will be no concerted action or other interference with the operations of the District sanctioned or encouraged by the Association or by its officers, agents or its members during the

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term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

22.2 The Association recognizes the duty and obligation of its officers, agents, and members to comply with the provisions of this Agreement and therefore shall make every effort to induce all employees to do the same. In the event of concerted action or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to, in good faith, take all reasonable steps necessary to cause those employees to cease such action.

22.3 It is understood by the parties that any employee violating this Article may be subject to discipline, including termination, by the District.

ARTICLE 23: ABSENCE TO ATTEND MEETINGS

23.1 Upon approval of the Superintendent or designee, absence with pay may be granted to full-time employees covered by the Agreement to attend meetings of a professional educational nature related to their assignments.

23.2 Employees who attend a meeting or conference by administrative assignment shall be entitled to reimbursement for appropriate expenses.

23.3 Employees are encouraged to accept leadership roles in professional educational organizations. However, before accepting such positions, employees should check with the District Superintendent or designee regarding obligations of the District for release time or expenses. Travel expenses may be allowed on a reasonable basis for employees holding official positions in professional educational organizations related to their assignment. If an organization pays travel expenses to its officers, no claims on District funds should be submitted.

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23.4 No conference fees, enrollment fees, or payment of any kind which will constitute dues to any organization or entitle an employee to the benefits equivalent to an annual membership may be reimbursed from District funds.

23.5 Upon prior approval of the Superintendent or designee, absence with pay may be granted to employees for the purpose of fulfilling civic responsibilities. This pertains primarily to situations regarding public relations wherein the school assumes partial responsibility in a group endeavor.

ARTICLE 24: EFFECT OF AGREEMENT; ENTIRE AGREEMENT

24.1 The specific provisions of this Agreement prevail over prior District practices and procedures and over State laws to the extent permitted by State law; however, in the absence of specific provisions in the Agreement, District practices, procedures and policies outside the scope of negotiations remain discretionary with the District. District practices, procedures and policies affecting matters within the scope of negotiations may not be modified by the District without first complying with the collective bargaining requirement of law and other applicable codes and statutes.

24.2 This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein.

ARTICLE 25: NONDISCRIMINATION

25.1 **Nondiscrimination.** In the administration of the Agreement, the District will not discriminate against a unit member in their employment

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relationship with the District for any reason prohibited by state or federal discrimination statutes.

25.2 Interpretation. This Article shall be interpreted in accordance with applicable federal and state law.

25.3 Reasonable Accommodation. In the administration of this Agreement, the District and the Association will provide reasonable accommodations to qualified employees with protected disabilities. The need for and extent of such accommodations shall be determined by the District in accordance with its interpretations of the requirements of the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act, even if such accommodations may be in conflict with another provision of this Agreement.

25.3.1 Before reaching agreement with an employee for an accommodation which may be inconsistent with or change the Agreement between the District and the Association, the District shall:

25.3.1.1 Notify the Association of the anticipated accommodation, any desired waiver of a term or condition of this Agreement, and the District's assessment of the likely impact or effects upon other employees;

25.3.1.2 Within ten (10) working days following notice to the Association and before implementing any agreement, meet and negotiate with the Association if demanded by the Association over the accommodation and the impact or effects thereof on employees;

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1 25.3.1.3 Before implementing any accommodation which
2 requires a waiver of a term or condition of this
3 Agreement, obtain from the Association the
4 Association's written agreement to waive such term or
5 condition.

6 25.3.2 Notwithstanding the above, in the event the District and
7 Association cannot reach an agreement over an accommodation
8 which must out of necessity require a waiver of a term or
9 condition of employment, the District may implement such an
10 accommodation if it can demonstrate that there exists no other
11 viable alternative of accommodation that does not create an
12 undue hardship and which does not require a waiver of a
13 provision of the contract.

14 25.3.3 Agreement by the District or the Association to a particular
15 accommodation shall not oblige either the District or the
16 Association to accept the same or similar accommodation for any
17 other instance.

18 25.4 **Waiver of Contractual Rights.** If an employee claiming a violation of
19 this Article elects to proceed to an administrative agency or to court after
20 the filing of a grievance or at any time prior to an arbitrator issuing a
21 decision pursuant to Article 6 of this Agreement, the grievance shall be
22 considered withdrawn.

23 **ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION**

24 26.1 During the term of this Agreement, the Association expressly relinquishes
25 the right to meet and negotiate further with respect to any matter,
26 whether or not covered in this Agreement. During the term of this
27 Agreement, if the Association and District mutually agree, negotiations

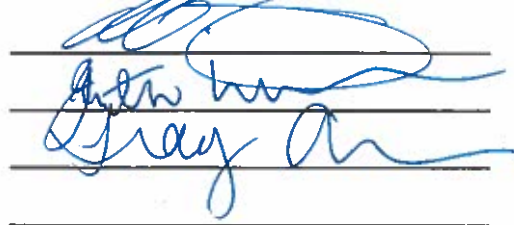
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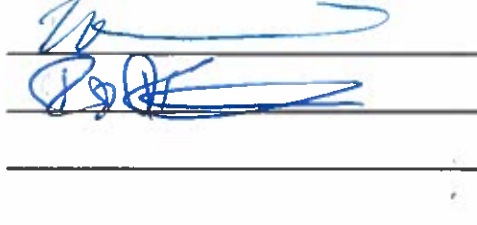

1 may be reopened with respect to any matter, whether or not covered in
2 this Agreement.
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Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
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1 26.2 Executed as set forth in 1.2 above


2 Hemet Unified School District

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8 Hemet Teachers Association, CTA-NEA

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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
2019-2020 TEACHER SALARY SCHEDULE

	B	C	D	E	F	G
	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	54,259	55,417	57,271	60,608	63,951	
2	54,680	55,848	59,480	62,951	66,579	
3	55,103	57,759	61,654	65,290	69,202	
4	55,525	59,664	63,866	67,631	71,832	
5	57,320	61,560	66,048	69,964	74,453	
6	59,111	63,472	68,246	72,310	77,081	
7	60,908	65,395	70,451	74,639	79,710	
8	64,498	67,301	72,639	76,985	82,325	
9		71,105	74,844	79,327	84,958	
10			77,028	81,662	87,577	
11			81,429	86,335	90,203	
12					92,829	
13					95,803	
16					98,050	100,013
18					100,357	102,365
20					102,786	104,840
22					107,950	110,111

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: 7/1/19
BOARD APPROVED: 10/30/19
186 PAID DAYS
11 PAY FREQUENCY
2% INCREASE

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
 2020-2021 TEACHER SALARY SCHEDULE

	B	C	D	E	F	G
	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	55,344	56,525	58,416	61,820	65,230	
2	55,774	56,965	60,670	64,210	67,911	
3	56,205	58,914	62,887	66,596	70,586	
4	56,636	60,857	65,143	68,984	73,269	
5	58,466	62,791	67,369	71,363	75,942	
6	60,293	64,741	69,611	73,756	78,623	
7	62,126	66,703	71,860	76,132	81,304	
8	65,788	68,647	74,092	78,525	83,972	
9		72,527	76,341	80,914	86,657	
10			78,569	83,295	89,329	
11			83,058	88,062	92,007	
12					94,686	
13					97,719	
16					100,011	102,013
18					102,364	104,412
20					104,842	106,937
22					110,109	112,313

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: 7/1/20
 BOARD APPROVED: 10/30/19
 186 PAID DAYS
 11 PAY FREQUENCY
 2% INCREASE

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

Appendix B-1
HEMET UNIFIED SCHOOL DISTRICT
2019-2020 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	54,259	59,686	60,959	62,999	66,669	70,347	
2	54,684	60,148	61,432	65,427	69,246	73,236	
3	55,105	60,613	63,535	67,820	71,819	76,123	
4	55,525	61,078	65,630	70,252	74,393	79,015	
5	57,320	63,053	67,715	72,652	76,961	81,898	
6		65,021	69,819	75,070	79,541	84,789	
7		66,998	71,934	77,496	82,103	87,682	
8		70,948	74,031	79,902	84,684	90,557	
9			78,215	82,329	87,259	93,454	
10				84,731	89,828	96,334	
11				89,572	94,969	99,223	
12						102,112	
13						105,383	
16						107,855	110,014
18						110,393	112,601
20						113,064	115,324
22						118,745	121,121

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: 7/1/19

BOARD APPROVED: 10/30/19

196 PAID DAYS

11 PAY FREQUENCY

2% 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-1
 HEMET UNIFIED SCHOOL DISTRICT
 2020-2021 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	55,344	60,880	62,178	64,259	68,002	71,754	
2	55,778	61,351	62,661	66,736	70,631	74,701	
3	56,207	61,825	64,806	69,176	73,255	77,645	
4	56,636	62,300	66,943	71,657	75,881	80,595	
5	58,466	64,314	69,069	74,105	78,500	83,536	
6		66,321	71,215	76,571	81,132	86,485	
7		68,338	73,373	79,046	83,745	89,436	
8		72,367	75,512	81,500	86,378	92,368	
9			79,779	83,976	89,004	95,323	
10				86,426	91,625	98,261	
11				91,363	96,868	101,207	
12						104,154	
13						107,491	
16						110,012	112,214
18						112,601	114,853
20						115,325	117,630
22						121,120	123,543

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: 7/1/20
 BOARD APPROVED: 10/30/19
 196 PAID DAYS
 11 PAY FREQUENCY
 2% INCREASE

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

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 July 1, 2019 to June 30, 2022

Appendix B-2
 HEMET UNIFIED SCHOOL DISTRICT
 2019-2020 PSYCHOLOGIST SALARY SCHEDULE

	A	B	G
	CRED.	CRED + M.A.	CRED + M.A. + 15
1	85,453	91,380	
2	88,053	94,304	
3	90,645	97,210	
4	95,833	100,126	
5		103,040	
6		106,342	
16		108,836	111,014
18		111,397	113,624
20		114,093	116,372
22		119,825	122,223

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: 7/1/19
 BOARD APPROVED: 10/30/19
 196 PAID DAYS
 11 PAY FREQUENCY
 2% INCREASE

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
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Appendix B-2
HEMET UNIFIED SCHOOL DISTRICT
2020-2021 PSYCHOLOGIST SALARY SCHEDULE

	A	B	G
	CRED.	CRED + M.A.	CRED + M.A. + 15
1	87,162	93,208	
2	89,814	96,190	
3	92,458	99,154	
4	97,750	102,129	
5		105,101	
6		108,469	
16		111,013	113,234
18		113,625	115,896
20		116,375	118,699
22		122,222	124,667

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: 7/1/20
BOARD APPROVED: 10/30/19
196 PAID DAYS
11 PAY FREQUENCY
2% INCREASE

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

Appendix B-3
 HEMET UNIFIED SCHOOL DISTRICT
 2019-2020 SPEECH & LANGUAGE THERAPIST SALARY SCHEDULE

	A	B	G
	BA	MA Completed	MA +15 or BA +90 INC MA
1	83,272	89,049	
2	85,807	91,897	
3	88,331	94,730	
4	93,388	97,573	
5		100,410	
6		103,629	
16		106,058	108,182
18		108,554	110,727
20		111,183	113,403
22		116,768	119,106

SALARY SCHEDULE 118
 EFFECTIVE: 7/1/19
 BOARD APPROVED: 10/30/19
 11 PAY FREQUENCY
 191 PAID DAYS
 2% 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
 2020-2021 SPEECH & LANGUAGE THERAPIST SALARY SCHEDULE

	A	B	G
	BA	MA Completed	MA +15 or BA +90 INC MA
1	84,938	90,830	
2	87,524	93,735	
3	90,098	96,625	
4	95,256	99,525	
5		102,419	
6		105,702	
16		108,180	110,346
18		110,726	112,942
20		113,407	115,672
22		119,104	121,489

SALARY SCHEDULE 118
 EFFECTIVE: 7/1/20
 BOARD APPROVED: 10/30/19
 11 PAY FREQUENCY
 191 PAID DAYS
 2% 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
2019-2020 NURSE SALARY SCHEDULE

	B	C	D	E	F	G
	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	62,241	63,405	65,270	68,625	71,985	
2	62,665	63,839	67,490	70,980	74,627	
3	63,090	65,760	69,676	73,331	77,265	
4	63,514	67,676	71,900	75,685	79,909	
5	65,319	69,581	74,093	78,031	82,545	
6	67,119	71,504	76,303	80,389	85,186	
7	68,925	73,437	78,521	82,731	87,829	
8	72,535	75,354	80,720	85,089	90,458	
9		79,178	82,937	87,444	93,106	
10			85,132	89,792	95,738	
11			89,558	94,490	98,379	
12					101,019	
13					104,008	
16					106,268	108,240
18					108,587	110,606
20					111,029	113,095
22					116,221	118,393

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: 7/1/19

BOARD APPROVED: 10/30/19

187 PAID DAYS

11 PAY FREQUENCY

2% Increase

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Appendix B-4
HEMET UNIFIED SCHOOL DISTRICT
2020-2021 NURSE SALARY SCHEDULE

	B	C	D	E	F	G
	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	63,486	64,674	66,576	69,998	73,425	
2	63,919	65,116	68,840	72,400	76,120	
3	64,352	67,076	71,070	74,798	78,811	
4	64,785	69,030	73,338	77,199	81,508	
5	66,626	70,973	75,575	79,592	84,196	
6	68,462	72,935	77,830	81,997	86,890	
7	70,304	74,906	80,092	84,386	89,586	
8	73,986	76,862	82,335	86,791	92,268	
9		80,762	84,596	89,193	94,969	
10			86,835	91,588	97,653	
11			91,350	96,380	100,347	
12					103,040	
13					106,089	
16					108,394	110,405
18					110,759	112,819
20					113,250	115,357
22					118,546	120,761

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: 7/1/20

BOARD APPROVED: 10/30/19

187 PAID DAYS

11 PAY FREQUENCY

2% Increase

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

Appendix C 2019-20 7/1/19

Appendix C-1

HEMET UNIFIED SCHOOL DISTRICT
2019-2020 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 Responsibility		
	Work Year	Factor	Factor	Ratio
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.

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

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
 2019-2020 EXTRA PAY SCHEDULE

II. Fixed Amounts Per Assignment:

High School	Percentage		Salary
Academic Coach	5%	per year	\$ 3,498.00
Agricultural Service Provider		per year	\$ 3,000.00
Athletics			
Director of Athletics	12%	per year	\$ 8,396.00
Head Varsity Football Coach	8%	per assignment	\$ 5,597.00
All other Head Varsity Coaches	7%	per assignment	\$ 4,897.00
All Assistant Coaches	5%	per assignment	\$ 3,498.00
Band Advisor	8%	per year	\$ 5,597.00
Chorus Advisor	6%	per year	\$ 4,198.00
Dance Team Advisor	3%	per year	\$ 2,099.00
Debate Coach	3%	per year	\$ 2,099.00
Department Chairperson			
Department with 7 or more members	5%	per year	\$ 3,498.00
Department with 4-6 members	4%	per year	\$ 2,799.00
Department with 3 or less members	3%	per year	\$ 2,099.00
Drama Advisor	6%	per year	\$ 4,198.00
Driver Training		per pupil trained	\$ 106.94
Driver Training Coordinator	5%	per year	\$ 3,498.00
Flag & Banner Advisor	4%	per year	\$ 2,799.00
Journalism Advisor	7%	per year	\$ 4,897.00
Pep Squad Advisor	4%	per year	\$ 2,799.00
Pep Squad Assistant Advisor	3%	per year	\$ 2,099.00
Scholarship Advisor	3%	per year	\$ 2,099.00
Speech Coach	3%	per year	\$ 2,099.00
Student Activities Director	12%	per year	\$ 8,396.00
Yearbook Advisor	7%	per year	\$ 4,897.00
Continuation High School	Percentage		
Sports Coordinator	3%	per year	\$ 2,099.00
Yearbook Advisor	5%	per year	\$ 3,498.00

* Treated as creditable per STRS guidelines.

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
 2019-2020 EXTRA PAY SCHEDULE

Middle School		Percentage			
Academic Coach	5%	per year	\$	3,498.00	
Athletics					
Director of Athletics [no release time]	3%	per year	\$	2,099.00	
Head Coach	2%	per assignment	\$	1,399.00	
Band Advisor	5%	per year	\$	3,498.00	
Chorus Advisor	5%	per year	\$	3,498.00	
Department Chairperson					
Department with 7 or more members	5%	per year	\$	3,498.00	
Department with 4-6 members	4%	per year	\$	2,799.00	
Department with 3 or less members	3%	per year	\$	2,099.00	
Drama Advisor	3%	per year	\$	2,099.00	
Flag and Banner Advisor	3%	per year	\$	2,099.00	
Journalism Advisor	3%	per year	\$	2,099.00	
Pep Squad Advisor	3%	per year	\$	2,099.00	
Student Council/Activities Advisor	5%	per year	\$	3,498.00	
Yearbook Advisor	3%	per year with class	\$	2,099.00	
	6%	per year without class	\$	4,198.00	
Hamilton School Grades 9-12		Percentage			
Activities Director	8%	per year	\$	5,597.00	
Athletic Director	8%	per year	\$	5,597.00	
Elementary Schools Grades K-5		Percentage			
Band Advisor	4%	per year	\$	2,799.00	
Chorus Advisor	4%	per year	\$	2,799.00	
Collateral Duty	2%	per year	\$	1,399.00	

* Treated as creditable per STRS guidelines.

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
 2019-2020 EXTRA PAY SCHEDULE

Elementary Schools Grades K-8	Percentage		
K-5 Grades			
Band Advisor	4%	per year	\$ 2,799.00
Chorus Advisor	4%	per year	\$ 2,799.00
Collateral Duty	2%	per year	\$ 1,399.00
6-8 Grades			
Student Council Advisor	5%	per year	\$ 3,498.00
Department Chairperson	3%	per year	\$ 2,099.00
Head Coach	1.32%	per assignment	\$ 924.00
Grades 1-5			
General Ed. With Combo Classes		per year	\$1,500
School Psychologists			
National Board Certified		per year	\$750
Special Education Teachers			
Caseload Management		per year	\$750

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

III. Hourly Wage:

Adult Education/Independent Study	.058%	\$40.58 per hour
Detention Duty / Saturday School	.055%	\$38.48 per hour
New Teacher Orientation	.080%	\$55.97 per hour
Home & Hospital	.070%	\$48.97 per hour
R & D Rate	.080%	\$55.97 per hour
Summer School	NA	\$52.10 per hour

STIPENDS & HOURLY WAGES

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

EFFECTIVE: 7/1/19

BOARD APPROVED: 10/30/19

2% INCREASE

* Treated as creditable per STRS guidelines.

Appendix C-5

HEMET UNIFIED SCHOOL DISTRICT
2019-2020 EXTRA PAY SCHEDULE

IV. 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.

V. Compensation For Involuntary Transfers

Shall remain for the duration for the involuntary transfer (Article 10.3.8 Collective Bargaining Agreement)

Cottonwood	\$750.00
Hamilton	\$750.00
Idyllwild	\$450.00
Winchester	\$210.00

VI. Mileage Reimbursement

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

VII. *Stipend for Bilingual, Cross-Cultural, Language, & Academic Development (BCLAD)

Stipend for BCLAD - \$750 per year.

VIII. *Stipend for Earned Doctorate

Stipend for Ph.D. or Ed.D. from an accredited institution - \$750 per year.

IX. *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
2019-2020 EXTRA PAY SCHEDULE

X. 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 2020-21 7/1/20

Appendix C-1

HEMET UNIFIED SCHOOL DISTRICT
2020-2021 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 Responsibility		
	Work Year	Factor	Factor	Ratio
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.

4. Annual Salary divided by number of teacher work days (currently 186) to get the daily rate.
5. Daily rate divided by 6 to determine a "period ratio."
6. 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
 2020-2021 EXTRA PAY SCHEDULE

II. Fixed Amounts Per Assignment:

High School	Percentage	Salary
Academic Coach	5% per year	\$ 3,568.00
Agricultural Service Provider	per year	\$ 3,000.00
Athletics		
Director of Athletics	12% per year	\$ 8,564.00
Head Varsity Football Coach	8% per assignment	\$ 5,709.00
All other Head Varsity Coaches	7% per assignment	\$ 4,995.00
All Assistant Coaches	5% per assignment	\$ 3,568.00
Band Advisor	8% per year	\$ 5,709.00
Chorus Advisor	6% per year	\$ 4,282.00
Dance Team Advisor	3% per year	\$ 2,141.00
Debate Coach	3% per year	\$ 2,141.00
Department Chairperson		
Department with 7 or more members	5% per year	\$ 3,568.00
Department with 4-6 members	4% per year	\$ 2,855.00
Department with 3 or less members	3% per year	\$ 2,141.00
Drama Advisor	6% per year	\$ 4,282.00
Driver Training	per pupil trained	\$ 106.94
Driver Training Coordinator	5% per year	\$ 3,568.00
Flag & Banner Advisor	4% per year	\$ 2,855.00
Journalism Advisor	7% per year	\$ 4,995.00
Pep Squad Advisor	4% per year	\$ 2,855.00
Pep Squad Assistant Advisor	3% per year	\$ 2,141.00
Scholarship Advisor	3% per year	\$ 2,141.00
Speech Coach	3% per year	\$ 2,141.00
*Student Activities Director	12% per year	\$ 8,564.00
Yearbook Advisor	7% per year	\$ 4,995.00
Continuation High School	Percentage	
Sports Coordinator	3% per year	\$ 2,141.00
Yearbook Advisor	5% per year	\$ 3,568.00

*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
 2020-2021 EXTRA PAY SCHEDULE

Middle School		Percentage			
Academic Coach	5%	per year	\$	3,568.00	
Athletics					
Director of Athletics [no release time]	3%	per year	\$	2,141.00	
Head Coach	2%	per assignment	\$	1,427.00	
Band Advisor	5%	per year	\$	3,568.00	
Chorus Advisor	5%	per year	\$	3,568.00	
Department Chairperson					
Department with 7 or more members	5%	per year	\$	3,568.00	
Department with 4-6 members	4%	per year	\$	2,855.00	
Department with 3 or less members	3%	per year	\$	2,141.00	
Drama Advisor	3%	per year	\$	2,141.00	
Flag and Banner Advisor	3%	per year	\$	2,141.00	
Journalism Advisor	3%	per year	\$	2,141.00	
Pep Squad Advisor	3%	per year	\$	2,141.00	
Student Council/Activities Advisor	5%	per year	\$	3,568.00	
Yearbook Advisor	3%	per year with class	\$	2,141.00	
	6%	per year without class	\$	4,282.00	
Hamilton School Grades 9-12		Percentage			
Activities Director	8%	per year	\$	5,709.00	
Athletic Director	8%	per year	\$	5,709.00	
Elementary Schools Grades K-5		Percentage			
Band Advisor	4%	per year	\$	2,855.00	
Chorus Advisor	4%	per year	\$	2,855.00	
Collateral Duty	2%	per year	\$	1,427.00	

*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
 2020-2021 EXTRA PAY SCHEDULE

Elementary Schools Grades K-8	Percentage	
K-5 Grades		
Band Advisor	4% per year	\$ 2,855.00
Chorus Advisor	4% per year	\$ 2,855.00
Collateral Duty	2% per year	\$ 1,427.00
6-8 Grades		
Student Council Advisor	5% per year	\$ 3,568.00
Department Chairperson	3% per year	\$ 2,141.00
Head Coach	1.32% per assignment	\$ 942.00
Grades 1-5		
General Ed. With Combo Classes	per year	\$1,500
School Psychologists		
National Board Certified	per year	\$750
Special Education Teachers		
Caseload Management	per year	\$750

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

III. Hourly Wage:

Adult Education/Independent Study	.058%	\$41.39 per hour
Detention Duty / Saturday School	.055%	\$39.25 per hour
New Teacher Orientation	.055%	\$39.25 per hour
Home & Hospital	.080%	\$57.09 per hour
R & D Rate	.080%	\$57.09 per hour
Summer School	NA	\$53.14 per hour

STIPENDS & HOURLY WAGES

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

EFFECTIVE: 7/1/20

BOARD APPROVED: 10/30/19

2% INCREASE

*Treated as creditable per STRS guidelines.

Adopted: 10/19/19

Appendix C-5
HEMET UNIFIED SCHOOL DISTRICT
2020-2021 EXTRA PAY SCHEDULE

IV. 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.

VII. Compensation For Involuntary Transfers

Shall remain for the duration for the involuntary transfer (Article 10.3.8 Collective Bargaining Agreement)

Cottonwood	\$750.00
Hamilton	\$750.00
Idyllwild	\$450.00
Winchester	\$210.00

VIII. Mileage Reimbursement

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

VII. *Stipend for Speech Therapists

Speech Therapists shall receive a stipend of 5% of Classification E, Step 5.

VIII. *Stipend for Earned Doctorate

Stipend for Ph.D. or Ed.D. from an accredited institution - \$750 per year.

IX. *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
2020-2021 EXTRA PAY SCHEDULE

X. 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

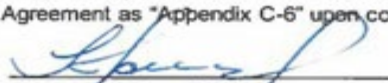
- 2.1 Eligible teachers new to HUSD shall receive a one-time signing incentive of \$1,000 to be paid in their second pay warrant after hire OR
- 2.2 Eligible teachers currently employed by HUSD shall receive a one-time transfer incentive of \$1,000 to be paid in their second pay warrant after being assigned 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-4 of the Collective Bargaining Agreement.
- 3.5 Annual program stipends shall be distributed in equal monthly payments.

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

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 implemented beginning in the 2017-18 school year and is subject to approval by HTA and HUSD Board of Education. This MOU shall be placed in the Collective Bargaining Agreement as "Appendix C-6" upon completion of the 2018-17 negotiations.



Tamara Jaimez
Bargaining Chair, HTA


Date



Vincent J. Christakos
Chief Negotiator, HUSD


Date

Appendix D

Hemet Unified School District

HEALTH & WELFARE BENEFITS

List of Medical/Dental/Vision Products and associated costs, may be located on the benefits web page at:

www.hemetusd.org/apps/departments/

Optional Flexible Benefit Plans (employee paid):

Section 125 of the Internal Revenue Code allows the Hemet Unified School District to offer employees an opportunity to participate in a variety of optional benefit plans. Because the cost of the plan(s) are paid from the employee's salary before taxes are calculated, participation can result in lower taxes and more take-home pay.

Voluntary Benefits

List of Voluntary Products may be located on the benefits web page at:

www.hemetusd.org/apps/departments/

Appendix E

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 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.

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 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. If both parents of the new child are employees for the District then their combined bonding leave may not exceed 12 weeks.

Advance Notice and Medical Certification

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

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.

Job Benefits and Protection

- For the duration of FMLA and/or CFRA leave, the District must maintain the employee’s health coverage under any “group health plan”. If the employee is normally required to pay any portion of the insurance premium, he or she must continue to pay that portion during the FMLA and/or CFRA leave.
- Upon return from FMLA and/or CFRA leave, in most circumstances, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA and/or CFRA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

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.

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

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.

Appendix F-1

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT**

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

AND THE HEMET TEACHERS ASSOCIATION

This memorandum of understanding is entered into by and between the Hemet Unified School District (District) and the Hemet Teachers Association, CTA/NEA, (HTA), concerning year-round schools and shall modify the current collective bargaining agreement between the District and HTA and shall expire with that agreement if not renewed.

1. Vacancies at Year-Round Schools

- a. When a vacancy occurs at a year-round school site, the other teachers at the same grade level as the vacant position/track assignment at that site shall have first choice at the vacancy. If more than one teacher requests the track change to the vacancy, the teacher with the most seniority shall be assigned to the vacancy unless there is a need for an authorized teacher for ELL compliance.
- b. The vacancy then created by that change shall be opened up to all other teachers at the school site. The District shall use the following criteria in selecting the teacher to fill the vacancy. The criteria are not ranked in any priority order.
 - i. Certification (credentials held)
 - ii. Qualifications (education and training)
 - iii. Legal compliance issues; for example, where the class serves English Language Learners (ELL) and whether the teacher holds a CLAD certificate or other certificate or credential appropriate to teach ELL.
 - iv. Seniority
 - v. Experience at the grade level in which the vacancy occurs
- c. Nothing in this Agreement shall permit teachers to "bump" teachers from existing positions and track assignments. This Agreement shall apply only where a position/track assignment is vacant.

2. Communications with Off-Track Teachers at Year-Round Schools

When a teacher assigned to a year-round school site is off-track, he or she may leave a self-addressed envelope with the school office and

request that school bulletins be sent to him or her at home during his or her off-track period. If the teacher does not leave a self-addressed envelope, he or she shall not receive school bulletins during his or her off-track period.

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.



Authorized Representative
Hemet Teachers Association, CTA/NEA

4-26-01
Date



Authorized Representative
Hemet Unified School District

5-2-01
Date

Appendix F-2

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT
AND THE HEMET TEACHERS ASSOCIATION**

This memorandum of understanding is entered into by and between the Hemet Unified School District (District) and the Hemet Teachers Association, CTA/NEA, (HTA), concerning the instructional and work year, and instructional and duty minutes, at year-round schools, and shall modify the current collective bargaining agreement between the District and HTA and shall expire with that agreement if not renewed.

1. Notwithstanding Section 7.1.1 of the collective bargaining agreement, effective with the 2001-2002 school year, the instructional year for year-round school sites shall be 175 days, and the work year for certificated employees assigned to year-round school sites shall be 179 days. The instructional year and work year for year-round school sites for the 2001-2002 school year is attached as Exhibit A. All other provisions of Section 7.1.1 shall remain in full force and effect for certificated employees assigned to year-round school sites.

2. Notwithstanding Section 7.1.6 of the collective bargaining agreement, effective with the 2001-2002 school year, the instructional minutes for regular duty days at year-round school sites shall be increased by ten (10) minutes per day as follows:

Kindergarten:	210 Instructional Minutes
Grades 1-3:	313 Instructional Minutes
Grades 4-5:	324 Instructional Minutes

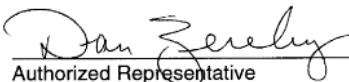
The total regular duty day for certificated employees assigned to year-round school sites shall increase by ten (10) minutes to 389 minutes per regular duty day. All other provisions of Section 7.1.6 shall remain in full force and effect for certificated employees assigned to year-round school sites.

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.



Authorized Representative
Hemet Teachers Association, CTA/NEA

4-26-01
Date



Authorized Representative
Hemet Unified School District

5-2-01
Date

Appendix G

The California Standards for the Teaching Profession

<p>1. Engaging and Supporting All Students in Learning</p> <p>1.1 Connecting students' prior knowledge, life experience and interests with learning goals.</p> <p>1.2 Using a variety of instructional strategies to respond to students' diverse needs.</p> <p>1.3 Facilitating learning experiences that promote autonomy, interaction and choice.</p> <p>1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.</p> <p>1.5 Promoting self-directed, reflective learning for all students.</p>	<p>2. Creating and Maintaining Effective Environments for Student Learning</p> <p>2.1 Creating a physical environment that engages all students.</p> <p>2.2 Establishing a climate that promotes fairness and respect.</p> <p>2.3 Promoting social development and group responsibility.</p> <p>2.4 Establishing and maintaining standards for student behavior.</p> <p>2.5 Planning and implementing classroom procedures and routines that support student learning.</p> <p>2.6 Using instructional time effectively.</p>
<p>3. Understanding and Organizing Subject Matter for Student Learning</p> <p>3.1 Demonstrating knowledge of subject matter and student development.</p> <p>3.2 Organizing curriculum to support student understanding of subject matter.</p> <p>3.3 Interrelating ideas and information within and across subject matter areas.</p> <p>3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.</p> <p>3.5 Using materials, resources and technologies to make subject matter accessible to students.</p>	<p>4. Planning Instruction and Designing Learning Experiences for All Students</p> <p>4.1. Drawing on and valuing students' backgrounds, interests and developmental learning needs.</p> <p>4.2. Establishing and articulating goals for students learning.</p> <p>4.3. Developing and sequencing instructional activities and materials for student learning.</p> <p>4.4. Designing short-term and long-term plans to foster student learning.</p> <p>4.5. Modifying instructional plans to adjust for student needs.</p>
<p>5. Assessing Student Learning</p> <p>5.1. Establishing and communicating learning goals for all students.</p> <p>5.2. Collecting and using multiple sources of information to assess student learning.</p> <p>5.3. Involving and guiding all students in assessing their own learning.</p> <p>5.4. Using the results of assessment to guide instruction.</p> <p>5.5. Communicating with students, families and other audiences about student progress.</p> <p>5.6. Evidence of student progress towards the attainment of grade level academic standards as evidenced by results from multiple measures of performance.</p>	<p>6. Developing as a Professional Educator</p> <p>6.1. Reflecting on teaching practice and planning professional development.</p> <p>6.2. Establishing professional goals and pursuing opportunities to grow professionally.</p> <p>6.3. Working with communities to improve professional practice.</p> <p>6.4. Working with families to improve professional practice</p> <p>6.5. Working cooperatively with colleagues to improve professional practice.</p> <p>6.6. Complies with district and school site established rules, regulations, policies, contracts and laws.</p>

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

Appendix H

Peer Assistance Final Report to PAR Joint Committee

Consulting Teacher: _____

Referred Participating Teacher: _____

General Goal/Objective*	Date	Hours Spent	Topic/Activity	Location# (1) On site (2) PD. In-District (3) PD. Out-of-district

*Please submit one page for each General Goal/Objective

Consulting Teacher's Signature Date

Referred Participating Teacher's Signature Date

Page # ____ of ____ • PAR Form J (Rev. 1/9/17)

Appendix I

INSURANCE COMMITTEE RESPONSIBILITIES AND PROCESSES

1. The Insurance Committee shall consist of three (3) HTA representatives appointed by the HTA President and two (2) District representatives appointed by the Superintendent. The Insurance Committee shall meet at least quarterly and shall be responsible for:

- (A) Selecting Co-Chairs that consist of one representative from HTA and one representative from the District. The Co-Chairs shall jointly create the agenda for all Insurance Committee meetings.
- (B) 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.
- (C) Reviewing the results of the annual audit and actuarial study of the HTA Holding Account.
- (D) 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.
- (E) 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.
- (F) 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.
- (G) Ensuring that any plan design that is recommended by the Insurance Committee shall be compliant with all applicable laws and shall not cost the District any money that has not been negotiated.
- (H) 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. The Purchasing Department's RFP shall be based entirely on the criteria set forth by the committee.
- (I) 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 agreement for broker services to the HUSD Governing Board for approval.

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

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

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

Appendix J

AGREEMENT FOR HOLDING ACCOUNT FOR HEMET TEACHERS ASSOCIATION HEALTH PLAN FUNDS

This Agreement for a Holding Account for HTA Health Plan Funds is entered into on May 28, 2013, by and between the Hemet Unified School District (The District) and the Hemet Teachers Association (HTA) regarding the use and maintenance of the District and employee contributions to the Hemet Unified School District Health Plan (the Plan). It is the intent of the parties that this account is operated by the District in trust for HTA.

Now therefore the PARTIES agree to form an HTA Holding Account in the District's General Fund (Fund 03) under a separate resource code to help maintain accountability, management and control of HTA's Health Plan funds. The District shall establish a separate resource code for HTA Active employees and a separate resource code for HTA Retirees who are covered by the District's Health Plan.

Whereas the District and HTA agreed on May 27, 2003 that the District would establish a separate account (Holding Account) for the management and control of HTA benefit plan activities, AND

Whereas the District and HTA also agreed the Holding Account shall be administered by the Insurance Committee which consists of three (3) HTA representatives appointed by the HTA President and two (2) District representatives appointed by the Superintendent.

The parties hereby agree as follows:

1. **HTA Holding Account:** The District shall establish and maintain a separate account (in General Fund, Fund 03) in which all District and employee contributions to the Plan, as described in section 4, below and including, but not limited to, all stop-loss recoveries relating to the Plan, rebates, interest income, overages, and gratuities shall be deposited. The payment of all Plan expenses as authorized under the Plan, including, but not limited to, any administrative expenses, operating expenses, insurance premiums and/or expenses relating to health and welfare claims made under the Plan, shall be made from the HTA Holding Account. The District agrees it shall not use any of the funds in the Fund 03 including any interest income or stop-loss recoveries, rebates, overages, and gratuities for any purpose other than to pay Plan expenses under the terms of the Plan. When the Plan is terminated, Fund 03 Holding Account shall be used by HTA for the benefit of certificated bargaining unit members.
2. **Definitions:**
 - (A) **Fiscal Year:** The fiscal year of the District is from July 1 through June 30.

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

- (B) **Benefit Plan Budget:** The Benefit Plan Budget is an annual budget to be prepared by the Plan Administrator in May of each year for the following Plan year commencing July 1, which shall include budgeted costs for covered health and welfare claims under the Plan and other Plan expenses.
- (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.
3. **Term of Agreement:** This Agreement shall commence effective as of the date set forth above and shall continue in effect until terminated in accordance with the bargaining process as outlined under the Educational Employment Relations Act (EERA).
4. **Contributions to HTA Trust Holding Account Fund 03:** During the term of this Agreement, the contributions to the HTA Trust Account Fund 03 shall be as follows:
- (A) **District Contributions:** Commencing on July 1, 2013, the District shall make equal contributions on a tenthsly basis to the HTA Holding Account in an amount up to the negotiated annual District contribution for each full time unit member. The District shall also contribute a pro-rata amount for part-time salaried unit members who participate in the Plan, on the basis of the part-time unit member's percentage of full-time employment. For subsequent fiscal years, the amount of the District contribution may be amended to account for any changes made under the collective bargaining process.
- (B) **Employee Contributions:** Commencing on July 1, 2013 each District unit member employee participating in the Plan shall make a contribution on a eleventhly basis. Part-time salaried unit members who participate in the Plan shall contribute the difference between the District's pro-rata contribution and what would be the combined District and participant contribution were the part-time unit member a full-time employee participating in the Plan. For subsequent fiscal years, the amount of each participating employee's contribution shall be determined through the collective bargaining process, after both the District and HTA review of the Benefit Plan Budget and take into account recommendations by the Insurance Committee.
5. **Health Benefit Insurance Committee Responsibilities:** The Insurance Committee shall meet at least quarterly and shall be responsible for: See Appendix I.
6. **District reporting of HTA Health and Welfare Holding Account Fund:**
- (A) The balance of the HTA H&W Holding Account shall be reported separately in Interim Reports and the Unaudited Actuals Report under 'Other Assignments' area in the Fund Balance section of the SACS Form 01. A projected ending balance shall be reported in the same section of SACS Form 01 in

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

the Estimated Actuals Report along with the projected beginning balance in the annual Budget Report.

- (B) The new funding lines that shall be used are: 03-771-0091 for all benefits for HTA Active members and the prescription plan for Retirees, Account 68-771-0099 will be used for all other Retiree Benefits.

On July 1, 2013 remaining funds in 'Fund 67' shall be transferred to Fund 03-771-0091 for HTA Active members and Retirees.

- (C) Starting July 1, 2013:

Each month when payroll runs, a check payable to HUSD shall be generated for the employee's portion of the monthly health and welfare premiums. This check shall be deposited into Fund 03-771-0091.

Each month when insurance premium invoices are paid, the District contribution shall be automatically generated during the health and welfare billing process and shall be paid directly to the vendor. The employee's portion shall be added to the District's contribution to make the payment full.

Each month when payroll runs, the District shall deposit into Fund 03-771-0091 the negotiated monthly costs of the health and welfare benefit plan for all full-time unit members who waive (opt-out) of their benefits. The District shall also deposit into Fund 03-771-0091 the negotiated pro-rata monthly amounts for all part-time unit members who waive (opt-out) of their benefits.

Each month Retiree premiums shall be deposited into Fund 68-771-0099 as received to cover the Retiree's portion of the premium. Each month the District portion (OPEB) shall be deposited into Fund 68-771-0099 during the billing process to cover its portion of the premiums. Each month when insurance bills are processed for Retirees, the District portion and the Retiree portion shall be paid directly from Fund 68-771-0099 to the vendor. Any overage amounts shall be transferred into Fund 03-771-0091.

This is the current process as of January 28, 2014. This process is subject to change due to accounting, billing, state and/or federally mandated requirements. HTA will be notified of any changes within three (3) working days.

7. District Responsibilities: The District shall be responsible for:

- (A) Preparing and submitting monthly (or tenthly) reports to the Insurance Committee which reflect the current employees who are covered under the Plan.

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

- (B) Providing the Insurance Committee with all information reasonably necessary for the Insurance Committee to determine that the Fund 03 Holding Account is being used in accordance with this Agreement and for the Insurance Committee to adequately perform its duties under this Agreement.
- (C) Ensuring that the HTA Holding Account shall be subject to an annual audit, to be performed by the District's auditors as part of the District's annual audit.
- (D) Ensuring that the HTA Insurance Committee shall receive actuarial studies when requested.

MOU – Alessandro Teacher Schedule

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT AND THE
HEMET TEACHERS ASSOCIATION

SUBJECT: 2019 – 2020 TEACHER SCHEDULE
ALESSANDRO HIGH SCHOOL

This memorandum of understanding is entered into by and between the Hemet Unified School District (District) and the Hemet Teachers Association, CTA/NEA (HTA), concerning teacher work day/week schedule at Alessandro High School for the 2019 - 2020 school year.

Alessandro High School teachers will work the 2019-2020 contract-approved certificated workdays 186 X 401 minutes per day for a total of 74,586 minutes divided into the following workdays:

- | | | |
|--|-------------------------------|-----------------|
| • 4 Teacher Work Days (TWD) | 4 X 426 Duty Minutes each = | 1704 |
| ○ [August 6, 7, 8 & 9, 2019] | | |
| • 2 Non-student Days | 2 X 427 Duty Minutes each = | 854 |
| ○ [December 20, 2019 & June 1, 2020] | | |
| • 141 Days Monday through Thursday | 141 X 478 Duty Minutes each = | 67398 |
| • Work Eleven of the Friday School Schedule- | 11 X 266 Duty Minutes each = | 2926 |
| • May 26, 27, 28 & 29, 2020 - | 4 X 426 Duty Minutes each = | 1704 |
| | TOTAL Minutes | = 74,586 |

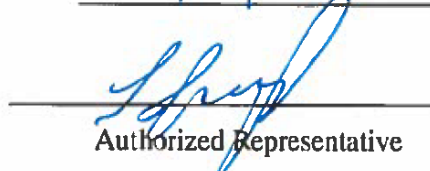
This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.

Date: 3/27/19



Authorized Representative
Hemet Unified School District

Date: 3/27/19



Authorized Representative
Hemet Teachers Association

MOU – Alessandro Teacher Schedule

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT AND THE
HEMET TEACHERS ASSOCIATION

SUBJECT: 2020 – 2021 TEACHER SCHEDULE
ALESSANDRO HIGH SCHOOL

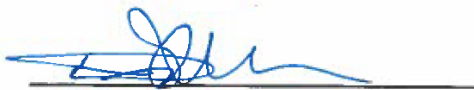
This memorandum of understanding is entered into by and between the Hemet Unified School District (District) and the Hemet Teachers Association, CTA/NEA (HTA), concerning teacher work day/week schedule at Alessandro High School for the 2020 - 2021 school year.

Alessandro High School teachers will work the 2020-2021 contract-approved certificated workdays 186 X 401 minutes per day for a total of 74,586 minutes divided into the following workdays:

- | | | |
|--|-------------------------------|-----------------|
| • 4 Teacher Work Days (TWD) | 4 X 426 Duty Minutes each = | 1704 |
| ○ [August 11, 12, 13 & 14, 2020] | | |
| • 2 Non-student Days | 2 X 427 Duty Minutes each = | 854 |
| ○ [December 18, 2020 & June 7, 2021] | | |
| • 141 Days Monday through Thursday | 141 X 478 Duty Minutes each = | 67398 |
| • Work Eleven of the Friday School Schedule- | 11 X 266 Duty Minutes each = | 2926 |
| • June 1, 2, 3 & 4, 2021 - | 4 X 426 Duty Minutes each = | 1704 |
| | TOTAL Minutes | = 74,586 |

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.

Date: 3/27/19



Authorized Representative
Hemet Unified School District

Date: 3/27/19



Authorized Representative
Hemet Teachers Association

MOU – Secondary Testing Schedule

Effective July 1, 2019

The Hemet Unified School District (HUSD) and the Hemet Teachers Association (HTA) have a mutual interest in creating a secondary testing schedule.

Therefore, HUSD and HTA enter into the following memorandum of understanding (MOU):

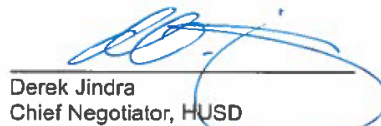
- 1.0 The parties agree to waive section 7.5 of the Collective Bargaining Agreement for a period not to exceed three (3) weeks or the equivalent at the middle and high school levels for the purpose of testing.
- 2.0 Each site shall collaboratively determine the most effective testing schedule that meets their particular needs.
- 3.0 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.
- 4.0 This MOU is unique unto its own circumstances and shall in no way set precedent for any other employee in the future and, furthermore, no party hereto shall cite this MOU or its terms as past practice for any purpose in the future.
- 5.0 This MOU shall replace the Block Schedule MOU entered into on April 20, 2018. This MOU shall expire on June 30, 2020, unless mutually agreed in writing by both parties. The parties agree to review this MOU no later than May 1, 2020 to determine the effectiveness of this testing schedule. Upon the expiration of this MOU, the parties shall revert to the contract language/past practice in place prior to the execution of the MOU.



Tamara Jaimez
Bargaining Chair, HTA

5/24/19

Date



Derek Jindra
Chief Negotiator, HUSD

5/24/19

Date

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

MOU – Tuition Reimbursement

MEMORANDUM OF UNDERSTANDING

between

HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION

Speech and Language Therapist 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 Therapists who are new to the profession.

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

1.0 Eligibility

1.1 Speech and Language Therapists who are initially placed on Column A, Step I or Column B, Step I of the HUSD Speech and Language Therapist salary schedule shall be eligible for the incentive.

1.2 Speech and Language Therapists shall remain in paid status, as of the last day of their contracted work year, to be eligible for the incentive.

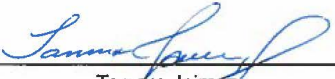
2.0 Incentive Payment

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.



Tamara Jaimez
Bargaining Chair, HTA

11-10-2016

Date



Vincent J. Christakos
Chief Negotiator, HUSD

11-10-2016

Date

MOU – Nurse Stipends

Memorandum of Understanding
Between
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION

School Nurses
Effective July 1, 2019

The Hemet Unified School District (District) and the Hemet Teachers Association (HTA) agree to the following concerning School Nurses (referred to herein as “Nurse” or “Nurses”):


1. This MOU shall supersede and replace the Nurse MOU entered into on April 24, 2018, and shall be effective July 1, 2019.
2. All school nurses shall work eight (8) hour day (inclusive of a 30 minute duty-free lunch), 187 day work year. Additionally, Nurses shall be paid in accordance with the attached Nurses’ Salary Schedule. Work performed outside of the contract year or workday must be pre-approved by management and shall be paid at the negotiated R&D rate.
3. Incumbent Nurses shall be placed on the Nurses’ Salary Schedule at the same step and column upon which they would have been placed on the Certificated Teacher Salary Schedule.
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.
5. Nurses shall not be required to provide services for non-public schools.
6. Nurses shall not be required to substitute or relieve a classified Health Services Technician (unless there is a medical necessity), though it is recognized that Nurse and Health Services Technician duties will occasionally overlap.
7. Summer assignments shall be voluntary; Nurses may apply for consideration.
8. This MOU and its attachment shall expire June 30, 2020, after which time it will be incorporated into the existing collective bargaining agreement in a manner to be determined by the parties.



Tamara Jaimez
HTA Chief Negotiator

5/10/19

Date



Derek Jindra
HUSD Chief Negotiator

5/10/19

Date

MOU – Extended Day Kindergarten

Extended Day Kindergarten Program Strategic Rollout MOU

The Hemet Unified School District (District) and the Hemet Teachers Association (HTA) desire to maximize the development of the whole child. Whole child development includes not only academic instruction, but also social/emotional development, citizenship/character building, and ensuring overall well-being and physical health.

To that end, the parties agree to extend the school day for kindergarten classes in accordance with this MOU, with the understanding that the additional time will be devoted to whole child development.

Accordingly, the Parties agree as follows:

1. The terms of Extended Day Kindergarten Program (EDK) will be in this MOU for the 2018-2019 and 2019-2020 school years. Commencing in the 2020-2021 school year, full implementation of EDK at all sites shall be incorporated into the collective bargaining agreement.
2. In the 2018-19 school year, there will be no more than six (6) schools participating in the EDK rollout. Participation in EDK rollout will be based upon a vote of the staff at a particular site, with a 75% affirmative vote of the unit members at the site qualifying the site to participate in the EDK. Sites that have proposed an extended day kindergarten MOU shall be eligible for the first four spots. The remaining spots will be filled by sites that voted to participate, with the highest percentage of approval receiving the remaining spots. If two or more sites have the same percentage approval, their rank shall be determined by lot conducted by the HTA President and the Assistant Superintendent of Human Resources (or their designees).
3. In the 2019-2020 school year, the sites who participated in the EDK rollout in the 2018-2019 school year will continue in the program. Additionally, any new sites with a 75% affirmative vote of the unit members at the site shall participate in the EDK. Commencing in the 2020-2021 school year, EDK shall be fully implemented within the District.
4. The District and HTA shall form an Advisory Team on extended day kindergarten programs.
 - a. The Advisory Team shall be comprised of six (6) unit members selected by HTA and six (6) District representatives selected by the District.
 - b. Two (2) Co-Chairs shall be selected: one (1) appointed by the District and one (1) appointed by HTA. The two (2) Co-Chairs shall jointly schedule the first meeting (date, time and location) and create the agenda. The first meeting shall be held no later than September 1, 2018.

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- c. The Advisory Team shall set its own meeting schedule, meeting agendas and procedural rules.
 - d. The Advisory Team shall make recommendations to the Bargaining Teams on any issues considered negotiable under the law/Collective Bargaining Agreement on how to design and implement the EDK. Suggestions that do not involve negotiations may be made directly to the District.
 - e. A quorum shall be defined as at least three (3) HTA representatives and three (3) district representatives present for voting purposes.
 - f. Any recommendations to the District or Bargaining Teams shall be agreed to by at least 80% of the Advisory Team participants in attendance.
 - g. The Advisory Team shall analyze data (e.g. attendance, class size, discipline, student groups, ESGI and MAP tests) to ensure that the program provides a well-rounded curriculum that addresses whole child development.
 - h. The Advisory Team shall continue through the 2018-19 and 2019-20 school years to monitor and recommend refinements to the program.
5. The EDK teacher work day shall be comprised of three (3) categories of time:
- a. Instructional/Recess Time: 306 minutes.
 - b. Daily Prep Time: 55 minutes.
 - c. Before/After School: 40 minutes.

Adjustments will be made to address the collaboration schedule (currently held on Wednesdays) to meet the criteria of Appendix A of the Collaboration Time MOU-Amendment One (1) (p. 145).

6. 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 created.
7. EDK 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 EDK 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.

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In providing assistance, the District shall not remove a non-substitute aide from an existing assignment.

8. EDK teachers shall be provided four (4) days of release time for testing.
9. EDK teachers shall not provide lunch supervision. The scheduling of EDK teachers supervision duties shall be consistent with other primary level teachers at their school site.

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 reviewed by no later than March 1, 2019 to review the effectiveness of the EDK.

This agreement is subject to approval by the HUSD Governing Board and HTA membership.



Tamara Jaimez

Bargaining Chair , HTA

3/27/2018

Date



Vince Christakos

Chief Negotiator, HUSD

3/27/2018

Date

MOU-COLLABORATION TIME

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

The Hemet Unified School District (District) and the Hemet Teachers Association (HTA) have a mutual interest in fostering collaboration between bargaining unit members. Therefore, HUSD and HTA enter into the following MOU concerning collaboration time, effective July 1, 2019:

1. Purpose and Definition

- 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 works 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.

2. Schedule and Workday

- 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.
- 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.
- 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.
- 2.4. Collaboration shall be incorporated within the certificated work day.
- 2.5. The District shall make a reasonable effort to minimize scheduling elementary teacher trainings on early start/late release Wednesdays.
- 2.6. In accordance with the chart attached as Exhibit A, the certificated work day shall consist of 401 minutes plus a duty free lunch of not less than 30 minutes. In order to facilitate the late start and early release days, the following changes to the certificated work day shall be implemented:
- 2.6.1 The 180 minutes previously allocated for monthly before/after school meeting time (in article 7.4 and 7.4.1) shall be incorporated within the work day as described in Section 2.6.2.
- 2.6.2 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.
- 2.6.3 During the term of this MOU, the chart in 7.1.6.2 and language in subsection 7.12.2.2 and 7.12.2.3 of the Certificated Collective Bargaining Agreement will be amended to reflect the change in instructional and total minutes. The remainder of the chart shall remain the same.

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3. Meeting Type and Purpose

- 3.1. 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.
- 3.2. 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.

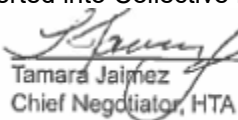
- 3.3. Site Leadership Designed Collaboration: Site Leadership shall set the agenda and meeting location. The agenda shall reflect the district and school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) 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.
- 3.4. 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.
- 3.5. 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.

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4. Alternative Schedule

- 4.1 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.

This agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing and signed by both parties. This agreement is subject to approval by HTA and HUSD Board of Education. This MOU shall run through June 30, 2021. No later than March 15, 2021 the parties shall meet to review the effectiveness of the MOU and its fiscal impact with the intent of agreeing upon language to be inserted into Collective Bargaining Agreement.

 5/10/19
Tamara Jaimez
Chief Negotiator, HTA

 5/10/19
Derek Jindra
Chief Negotiator, HUSD

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Instructional Minutes

Exhibit A

Minutes

Grade		Regular Day	Wednesday Late-Start
TK/Kindergarten (Elementary)	Instructional Time	222	166
	Prep	55	55 / 50
	TK/K-Instructional	40	0
	Before/After K Lunch	84	50
	Meeting	-	80
	Total	401	401
Grades 1-3 (Elementary)	Instructional Time/Prep	325	230/50
	Recess, Before/After	76	41
	Meeting	-	80
	Total	401	401
Grades 4-5 (Elementary)	Instructional Time/Prep	336	230/50
	Recess, Before/After	65	41
	Meeting	-	80
	Total	401	401
Grades 6-8 (Middle School)	Instructional Time	346	266
	Passing/Before/After	55	55
	Meeting	-	80
	Total	401	401
Grades 9-12 (Secondary)	Instructional Time	346	266
	Passing, Before/After	55	55
	Meeting	-	80
	Total	401	401

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
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MOU-SPED

MEMORANDUM OF UNDERSTANDING
between
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION
Special Education
Supports for Special Education Programs and Practices
Effective July 1, 2019

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 programs:

1. Joint Special Education Committee

1.1 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 comprised of eight (8) individuals, four (4) of which shall be appointed by the District and four (4) shall be appointed by HTA.

1.2 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.

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

1.4 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.

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

2. Instructional Aides

2.1 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.

3. Scheduling of IEP Meetings

3.1 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.

3.2 If the IEP team meeting goes beyond regular contractual hours. Unit Members shall be compensated at the R&D rate (Appendix C) upon the submission of a Hemet Unified time card.

4. Inclusive Practices

4.1 All Special Education classrooms shall have all core instructional materials as afforded by the Williams Act.

4.2 All Special Education Teachers shall be provided applicable core curriculum trainings.

4.3 Additionally, site administration shall take into consideration all instructional programs on campus when planning for ancillary materials and equipment.

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4.4 Mainstreaming describes a model in which a student with an IEP is placed in a general education environment that is not co-taught by a special education teacher.

4.5 Co-teaching is defined as a situation 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.

4.5.1 Participating teachers must hold at least a preliminary credential (or equivalent).

4.5.2 Participation in a co-teaching model shall be on a voluntary basis year to year.-

4.5.3 At least one of the co-teachers must hold a clear credential (or equivalent).

4.5.4 Unit members participating in the co-teaching model shall receive separate and distinct evaluations as outlined in Article 15.1 of the Collective Bargaining Agreement (CBA).

4.5.5 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).

4.5.6 Every effort shall be made to provide common planning time for the co-teaching partners.

4.5.7 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. If a substitute is not available, the District should follow its substitute protocol.

5. Extended School Year (ESY)

5.1 ESY is a service listed on a student's IEP.

5.2 ESY is a voluntary assignment for Unit Members.

5.3 ESY assignments shall be compensated at the summer school rate in Appendix C in the CBA.

6. Special Education Teacher Site Collaboration Time

6.1 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.

7. Case Management

7.1 Stipend. Special Education classroom teachers who are providing core instruction and also manage a caseload shall receive an annual stipend of \$750.

7.2 Teachers referenced in 7.1 may engage in conversation with site administration regarding the possibility of release time for the purposes of case management.

This agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing and signed by both parties. This agreement shall be implemented beginning in the 2019-2020 school year and is subject to approval by HTA and HUSD Board of Education. This MOU shall run through June 30, 2021. No later than March 15, 2021 the parties shall meet to review the effectiveness of the MOU and its fiscal impact with the intent of agreeing upon language to be inserted into Collective Bargaining Agreement.

 4/30/19
Tamara Jalmez
Chief Negotiator, HTA

 4/30/19
Derek Jindra
Chief Negotiator, HUSD

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

MOU-HEMET TEACHERS ASSOCIATION/CTA/NEA

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

Memorandum of Understanding

May 24, 2019

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, 2019; 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 TK-3 for each site in the District and regulations for its calculation; 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 2019-2020 school year, notwithstanding the CBA's expiration on June 30, 2019.

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 2019-20 school year, unless otherwise negotiated.
2. This MOU shall remain in effect only until the ratification of a successor agreement to the CBA, at which time it shall automatically expire.
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.

Hemet Unified School District

Hemet Teachers Association/CTA/NEA


Derek Jindra
Assistant Superintendent
Human Resources

5/24/19
Date


Tamara Jaimez
HTA Chief Negotiator

5/24/19
Date

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

MOU – ASPIRE

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

ASPIRE Community Day School 7.1.6.2 Chart Amendment

Effective July 1, 2019 - June 30, 2020

The Hemet Unified School District (HUSD or Administration) and the Hemet Teachers Association (HTA) have a mutual interest in amending the chart found in section 7.1.6.2 of the Collective Bargaining Agreement due to Community Day School minimum educational day requirements outlined in the California Education Code.

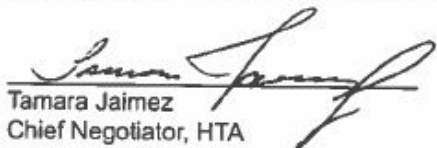
1.0 Effective in the 2019-2020 school year, the educational teacher work day outlined in 7.1.6.2 of the CBA shall be amended as follows for Certificated Employees assigned to ASPIRE Community Day School due to educational minimum requirements for Community Day Schools outlined in the California Education Code:

1.1- All Grades at ASPIRE will adhere to the schedule below.

	Regular Day	Late Start/Early Release
Instructional Time:	360	360
Passing:	30	30
Before/After:	6	0
Meeting:	0	Two meetings of 58 min each per month as described below*
Total:	396	390/448

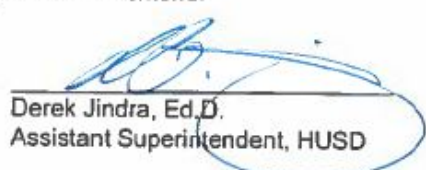
*One meeting per month would be a staff meeting, while the other would be site leadership designed collaboration. For site leadership designed collaboration, site leadership determines the topic and collaboration structure based on survey input from the staff, while administration or other designated staff facilitate the collaboration. Administration shall solicit input from staff prior to creating meeting topics for each semester.

2.0 This amendment shall be revisited by both parties before March 1, 2020. This agreement shall expire on June 30, 2020, unless there is mutual agreement to extend.


Tamara Jaimez
Chief Negotiator, HTA

Date

5/24/19


Derek Jindra, Ed.D.
Assistant Superintendent, HUSD

Date

5/24/19