

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Hemet Unified  
School District**

**and**

**Hemet Teachers  
Association, CTA/NEA**

**July 1, 2022 through June 30, 2025**

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
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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, 2022, through June 30, 2025. The parties agree to reopen up to two (2) articles each for the 2023/2024 and 2024/2025 school years 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 attempt to reach agreement by the end of the school year for the traditional calendar.

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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, and temporary certificated employees including dependent charter school and Career Technical Education employees, in the Hemet Unified School District. Excluded from this unit are all certificated employees designated by the District as management, supervisory and confidential, classified pre-school teachers and all substitutes who work in the Hemet Unified School District.

**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.

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.

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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.

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.

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1 4.2 The exercise of the foregoing powers, rights, authority, duties and  
2 responsibilities by the District, the adoption of policies, rules, regulations  
3 and practices in furtherance thereof, and the use of judgment and  
4 discretion in connection therewith, shall be limited only by the specific  
5 and express terms of this Agreement, and then only to the extent such  
6 specific and express terms conform with law.

7 4.3 The District retains its right to amend, modify or rescind policies and  
8 practices referred to in this Agreement as required in cases of emergency.  
9 The determination of whether or not an emergency exists is solely within  
10 the discretion of the Board. However, prior to any declaration of  
11 emergency, the District shall consult with the Association President or  
12 designee. Emergencies shall not be declared capriciously, arbitrarily or in  
13 retaliation for the exercise of employee rights.

14 **ARTICLE 5: ASSOCIATION RIGHTS**

15 5.1 The Association and its members shall have the right to make  
16 use of school equipment, buildings and facilities for Association  
17 related matters. Such equipment shall include all types of  
18 audiovisual equipment. Such use shall be for Association  
19 business and subject to reasonable regulation by the District.

20 5.2 The Association shall have the right to post notices of activities and  
21 matters of Association concern on Association bulletin boards, at least one  
22 of which shall be provided in each school building in areas frequented by  
23 teachers. The Association may use the District mail service and teacher  
24 mailboxes for communications to teachers. Provisions will be made for  
25 any Association announcements during faculty meetings.

26 5.3 Authorized representatives of the Association shall be permitted to  
27 transact official Association business on school property subject to

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reasonable regulation by the building administrator so long as said activity does not interfere with the education process.

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

5.4.1 **Annual Orientation:** The Association shall be provided seventy-five (75) minutes of uninterrupted time to communicate with Bargaining Unit Members at the annual new Bargaining Unit Member orientation meetings. Such time will not be provided at the end of the agenda. All school site administrators will be excused during the Association time. The Association will have access to District audio visual equipment for Association presentations. The Association will have District paid release time to attend and participate in the annual new Bargaining Unit Member orientations meetings for the President and up to three (3) 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



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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

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

1. Name

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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

11. Indication of any Unit Member on Leave of Absence

12. An indication of whether the District is deducting dues for  
Membership

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

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

**5.6 Association Meetings on Wednesdays.**

5.6.1 Association meetings on Wednesdays shall be scheduled as  
follows:

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

**5.7 President's Release:** The District and Association agree that the  
Association President shall receive full release days (186) from his/her

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assignment. (This number of days will always equal the number of teacher contract days.)

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

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

5.8 **Association Leave:** Bargaining Unit Members designated by the Association President may be granted release time from duties for the purpose of conducting Association business including CTA/NEA business under the following conditions:

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

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

**ARTICLE 6: GRIEVANCES**

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

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

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

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

**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.

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- 1     **6.4 Representation.** An employee with a grievance may represent  
2     her/himself through Level III of her/his grievance procedure, or at the  
3     employee's sole option, may choose to be represented by the Association.  
4     If the grievant is not represented by the Association, the District will give  
5     the Association notification of the proposed resolution. Any response  
6     thereto must be made by the Association within ten (10) days of receipt of  
7     such notification.
- 8     **6.5 Release Time.** Hearings and conferences under this procedure shall be  
9     conducted at a time and place which will afford an opportunity for all  
10    persons entitled to be present to that end and will be held, insofar as  
11    possible, after the regular hours of instruction or during the non-teaching  
12    time of personnel involved. When such hearings and conferences are held  
13    at the request of the District during the regular workday, all employees  
14    whose presence is required shall be released without loss of pay for those  
15    hours they are required to attend such hearing or conference. This  
16    provision shall apply only to the grievant, and to her/his representative if  
17    that representative is an employee. Only one representative per  
18    grievance will be released by the District without loss of pay.
- 19    **6.6 Level I.** Prior to the filing of a written grievance, an employee shall  
20    attempt to resolve the matter by meeting with the immediate supervisor.  
21    If the grievant feels that the immediate supervisor is not an appropriate  
22    person with whom to discuss the matter, the grievant may confer with the  
23    Personnel Administrator, who may designate the appropriate  
24    administrator for the purpose of the Level I conference.
- 25    **6.7 Level II.** If the grievance is not satisfactorily resolved at Level I, a  
26    written grievance must be delivered to the employee's immediate  
27    supervisor or appropriate administrator within twenty (20) days of the  
28    purported incident. The written grievance shall be set forth in a clear,

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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 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

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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 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

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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 preceding the spring semester. The work year shall be as provided for on the school calendar, and shall not exceed 186 days.

7.1.2 **Work Week.** The regular work week shall be Monday through Friday except as such a week might be changed by national, state, or local holidays, or the school calendar.

7.1.3 **Work Day.** Unit Members shall be on the work site prior to the beginning of the student's regular school day in accordance with the before school duty schedule in effect at the site to which the Unit Member is assigned, and shall remain on the worksite after the students' regular school day ends in accordance with the after school duty schedule in effect at said site and in keeping with the district-wide duty day. If program assignments are such that different Unit Members' assignments require



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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 Unit Member and the principal.

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

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

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

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

7.1.6.3 In the event Unit Members are called upon to provide duty beyond ninety (90) minutes due to inclement weather,

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administration shall adjust the affected Unit Members' duty minutes the following week to account for the overage.

**7.1.7 Duty Day Chart**

		Minutes	
Grade		Regular Day	Late Start/Early Release
TK/Kindergarten	Instructional Time	306	166
(Elementary)	Prep	55	55/50
	Before/After	40	50
	Meeting	-	80
<b>Total</b>		<b>401</b>	<b>401</b>
1-3	Instructional Time/Prep	325	230/50
(Elementary)	Recess, Before/After	76	41
	Meeting	-	80
<b>Total</b>		<b>401</b>	<b>401</b>
4-5	Instructional Time/Prep	336	230/50
(Elementary)	Recess, Before/After	65	41
	Meeting	-	80
<b>Total</b>		<b>401</b>	<b>401</b>
6-8	Instructional Time	346	266
(Middle School)	Passing, Before/After	55	55

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	Meeting	-	80
Total		401	401
9-12	Instructional Time	346	266
	Passing, Before/After	55	55
	Meeting	-	80
Total		401	401

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

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

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

7.2 The hours of work of full-time Unit Members whose assignment hours differ from the students' regular school day, including but not limited to speech therapist, behavior specialist, counselors, psychologists, nurses and librarians shall be as required under Section 7.1.3

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

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

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

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

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

7.5.1 The parties agree to waive section 7.5 of the Collective Bargaining Agreement for a period not to exceed three (3) weeks or the equivalent per year at the middle and high school levels for the purpose of testing. During testing weeks, contractual prep time minute requirements may be modified to fit the testing schedule, provided all secondary teachers at a particular site receive an equal amount of weekly preparation time.

7.5.2 Each site shall collaboratively determine the most effective testing schedule that meets their particular needs.

7.6 Full-time elementary school teachers shall be provided with preparation periods as set forth in 7.1.8, above, to further the instructional program. These are not free periods, but periods for conferences regarding students, observations and class preparation. This period will not be used for in-service meetings, staff meetings, or meetings concerning State mandated programs. The principal and staff of each elementary school will meet at the beginning of each school year to collaboratively develop a plan for the delivery of preparation time during the parent conference weeks. Contractual preparation time minute requirements may be modified to fit

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the parent conference week plan developed by the principal and staff in order to equalize preparation time. Each school could have different solutions which shall not be precedential for either the school or other schools. If agreement cannot be reached between the staff and the principal, the matter will be referred to HR/HTA President for resolution. This will not result in additional general fund cost. The goal is to equalize the preparation time during the two conference weeks for those teachers who provide parent conferences.

**7.7 Adult Education Teachers.**

**7.7.1 Unit Member Work hours.** The lengths of the work year, work week, and work day as well as the number of Unit Members in Adult Education are dependent upon fluctuations in average daily attendance, categorical funding changes, and community needs. The District reserves the right to add to, reduce, or eliminate the work hours of any Unit Members in Adult Education based upon such fluctuations.

**7.7.2 Necessary Attendance.** The District shall determine the amount of student attendance necessary for the scheduling, maintenance and/or cancellation of any Adult Education class.

**7.7.3 On-Site Time.** 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.

**7.8 Kindergarten Teachers.**

**7.8.1 Supervision.** Kindergarten teachers shall not provide lunch supervision. The scheduling of Kindergarten teachers' supervision duties shall be consistent with other primary level teachers at their school site.

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**7.8.2 Kindergarten Workday:**

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

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

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

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

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

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**7.9 Nurses**

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

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

7.9.3 Any work performed by a nurse outside of the contracted work year or duty shall be paid at the Extra Duty Rate in Appendix C-4 and must be pre-approved by administration.

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

7.9.5 Nurses shall provide services to all HUSD students.

7.9.6 Nurses shall provide virtual services and in-person services (e.g. vision/hearing) for students enrolled in non-public schools. Nurses shall also provide those services outlined in the IEP that pertain to their position, and attend IEPs which could be virtual or in-person depending on parent choice.

7.9.6.1 Nurses shall have 72-hour advance notice prior to providing services at a non-public school. In the event that the Nurse’s commute to and from a non-public school extends their workday, the Nurse shall notify their supervisor as soon as possible and shall be paid at the Extra Duty Rate in Appendix C-4.

7.9.6.2 The Nurse Administrator shall meet with the nurse team at minimum two (2) times per month to coordinate non-public services.

7.9.6.3 If, due to a colleague being required to provide service at a non-public school, a nurse volunteers, at the request of



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administration, to complete work after their workday and beyond their caseload, they shall be compensated at the Extra Duty Rate in Appendix C-4.

7.9.7 Nurses shall provide service to students in other tax exempt schools within HUSD boundaries that the District is required to serve by law (i.e. attending IEP meetings-which could be virtual or in-person depending on the parent choice, assessments, and any other consulting services for students with an IEP).

7.9.8 Nurses shall provide services to students who are preschool age. The Nurses shall be provided access to all student medical records.

7.9.9 Nurses shall not be required to substitute or relieve a classified Health Services Technician unless there is a medical emergency as determined by the Nurse Administrator, or designee. Some Nurse and Health Services Technician duties may occasionally overlap.

7.9.10 Summer School assignments for Nurses shall be voluntary.

**7.10 Psychologists/Behavior Specialist**

7.10.1 The work year of a Psychologist and Behavior Specialist shall be 196 days.

7.10.2 Psychologists and Behavior Specialist's shall be able to flex their additional ten (10) workdays with five (5) days prior approval from their immediate supervisor in order to meet assessment timelines. These days must be scheduled on days when the district office is open.

7.10.3 If a Psychologist and/or Behavior Specialist is on Long Term/Extended leave, the District shall endeavor to provide a substitute. If, due to Long Term/Extended leave of a colleague, a Psychologist volunteers at the request of administration to complete additional assessments, reports, etc. after their workday

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and beyond their caseload, they shall be compensated at the Extra Duty Rate in Appendix C-4.

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

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

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

**7.11 Counselors**

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

7.11.2 When a Counselor is on Long Term/Extended illness leave the District shall endeavor to provide a substitute.

7.11.3 School counselors may be required to participate in IEP's, SST's, 504's, RTI Services, MTSS Services, SART/SARB meetings/planning, and any other meeting where a counselor's input is needed. Counselors shall not be required to coordinate the aforementioned unless it is on a voluntary basis.

7.11.4 Counselors shall attend evening activities as outlined in Section 7.4.1. Any Counselor, including College Career Counselors

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required to attend additional evening activities shall be compensated at the Extra Duty Rate in Appendix C-4.

7.11.5 Summer School assignments for Counselors shall be voluntary.

**7.12 New Teachers to District**

For the purpose of orientation to the District prior to the return to work date for all teachers, new teachers will be compensated on the Appendix C-4 Extra Pay Schedule.

**7.13 Grade Submission.**

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

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

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

**7.14 Shared Certificated Contracts.**

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

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1       7.14.2 “Shared Assignment/Contract” will be defined as splitting  
2               (sharing) a duty day or a duty week. (Sharing on a semester basis  
3               will be handled through a leave of absence procedure.)

4       7.14.3 A teacher who is interested in a shared teaching assignment shall  
5               be responsible for identifying another teacher who would be  
6               interested in sharing a contract. The District shall not be  
7               required to locate a partner for an interested teacher.

8       7.14.4 The two teachers interested in sharing an assignment must  
9               develop an instructional plan to be presented to the site and  
10              district-level administration for approval.

11      7.14.5 Following approval at site level, the principal will forward the  
12              request to his/her supervisor for district-level review, and  
13              recommendation to the Governing Board.

14      7.14.6 Both teachers involved in a shared assignment will be responsible  
15              for attending such activities as staff meetings, parent conferences,  
16              open houses, etc.

17      7.14.7 Salary and fringe benefits will be prorated according to the  
18              percentage basis of the shared contract.

19   **7.15 Alternative Work Day/Week Schedule**

20      7.15.1 Special Education Preschool Teachers

21           7.15.1.1 Teachers will teach two 180-minute sessions (morning  
22                           and afternoon) per day for a total of 360 instructional  
23                           minutes four days a week.

24           7.15.1.2 Teachers will be provided a 30-minute duty-free lunch.

25           7.15.1.3 Teacher total duty minutes will be 435 minutes (7 hours  
26                           15 minutes) per day four days a week.

27           7.15.1.4 Teachers will work 310 duty minutes (5 hours 10  
28                           minutes) one day a week (every other week) to align with

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the District's collaboration calendar and utilize this time for IEP meetings, preschool staff meetings, collaboration, and preparation time.

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

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

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

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

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

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

1           **7.15.2 Western Center Academy**

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

4           7.15.2.1 Workday Schedule for WCA Middle School Teaching

5           Staff. The middle school duty day for teachers is 401  
6           minutes including a daily prep period and before/after  
7           passing time and excluding lunch.

8           7.15.2.2 WCA teachers serving in grades 6-8 will not exceed a

9           401 minute duty day, however, allocation of duty day  
10          minutes will be flexible.

11          7.15.2.3 Teachers will teach 346 instructional minutes per day,

12          including passing, to allow for extended specialized lab  
13          periods.

14          7.15.2.4 Additionally, teachers will receive a daily prep time of

15          minutes before school. Teachers will not be required to  
16          supervise students except during passing time totaling  
17          15 minutes per day. Required after school time will be  
18          10 minutes.

19          7.15.2.5 Teachers will receive 26% of a sixth period assignment

20          for additional instructional minutes. All other provisions  
21          of 7.1.1 and 7.1.6 shall remain in full force and effect for  
22          certificated Unit Members assigned to the Western  
23          Center Academy.

24          **7.15.3 Inclement Weather and Other Emergency Days**

25          7.15.3.1 Under the direction of the Superintendent or designee,

26          the District may cancel classes when deemed in the best  
27          interest of students due to inclement weather or other  
28          emergency.

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On such days when classes are not held, all Certificated Bargaining Unit Members at the affected school(s) shall not report for duty.

7.15.3.2 When possible, the District shall notify Unit Members 24 hours prior to the closure. In the event that 24 hours' notice is not possible, the District shall provide as much notice as is reasonably possible.

7.15.3.3 Unit Members who have already arrived on campus may be directed to remain during a closure to supervise students. In such a case, the Unit Member shall not be required to attend a makeup day. Upon mutual agreement with the supervisor, any Unit Members excused from a makeup day may work the day and be paid at the Extra Duty Rate for the hours worked. If the closure occurs on a non-student day, Unit Members shall not be required to remain at the site.

7.15.3.4 District based personnel shall be expected to rearrange their calendars to work in other open locations during a closure. In the event that all of the sites served by the District based personnel are closed, the District based personnel shall follow the provisions of this article.

**7.16 Collaboration Time:** The parties have a mutual interest in fostering collaboration between Bargaining Unit Members for the purpose of building collective efficacy and increasing student achievement.

**7.16.1 Purpose and Definition**

7.16.1.1 The purpose of collaboration time is to ensure that all students learn at high levels. Collaboration is defined as school staff (certificated and administration) working

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together to take collective responsibility for the success of each student. Collaboration is effectively implemented when school staff work together interdependently to impact classroom practices in ways that improve outcomes for their students, their team, and their school. Collaboration meetings shall be aligned to district and site goals.

**7.16.2 Schedule and Workday**

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

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

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

7.16.3 Collaboration shall be incorporated within the certificated work day.

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

7.16.5 In accordance with the chart at Article 7.1.7, the certificated work day shall consist of 401 minutes plus a duty free lunch of not less than 30 minutes. Ten (10) minutes shall be



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added to each work day (for a total of 401 minutes per day). Thirty (30) minutes shall be reallocated from weekly instructional minutes to collaboration time.

**7.16.6 Meeting Type and Purpose**

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

7.16.6.2 The meetings will be designated and scheduled as follows:

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

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

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

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1 outcomes; (3) how the intended outcomes of the meeting  
2 relate to student achievement. Administration shall  
3 solicit input from staff prior to creating meeting topics for  
4 each semester. The site leadership created topics shall be  
5 guided by input received.

6 7.16.6.4 Teacher Collaboration: Teachers shall set the agenda and  
7 an on-campus meeting location (unless an off-campus  
8 District site is pre-approved by the Principal) for the  
9 Teacher Collaboration time. This agenda will reflect the  
10 school goals and include the following components: (1) the  
11 intended outcomes of the meeting; (2) required steps to  
12 accomplish the intended outcomes; (3) how the intended  
13 outcomes of the meeting relate to student achievement;  
14 (4) administrative support needed to accomplish the  
15 intended outcomes; and (5) submission of the agenda for  
16 the next meeting for administrative input. After a  
17 teacher collaboration session, the team shall provide  
18 minutes to the administration based on the agreed upon  
19 components and the next week's agenda no later than the  
20 Friday following the collaboration meeting.

21 7.16.6.5 HUSD and HTA will jointly create an agenda/minutes  
22 template to be used for teacher collaboration meetings.  
23 This shall be reviewed on an annual basis.

24 7.16.6.6 **Alternative Schedule**

25 7.16.6.6.1 In certain instances over the course of the  
26 school year, collaboration/staff meetings may  
27 not occur (i.e. calendared minimum days,  
28 vacation days, elementary conferences,

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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.

7.17 Agriculture Teachers shall work a 225 day work year. Agricultural Teachers shall submit their work year calendar to their administrator for approval on or before June 30<sup>th</sup> of the prior year. Agricultural teachers are expected to be present for their full contractual workday on all student days. The calendar may be changed by mutual written consent. Approved activities for the extended work year shall include but are not limited to agricultural facility upkeep, general agricultural maintenance, business partner relations, animal care, student supervision on field trips (competitions, conferences, and fairs), Future Farmers of America (FFA) events, farm workdays, and farm management. These duties will occur during a professional work day, a Working Day of no fixed length and being as long as to permit all scheduled work to be completed.

**ARTICLE 8: HEALTH AND WELFARE BENEFITS**

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

8.1.1 The following health and welfare benefit plans shall remain in effect during the duration of this agreement: Medical, Prescription,

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Dental, Vision, Life Insurance and Voluntary Products. All health and welfare benefit plans shall be recommended by the Insurance Committee annually and referred to the HTA Executive Board.

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

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

8.2 Effective July 1, 2017, Unit Members electing early retirement will be eligible to receive \$6,000.00 per Article 9.1.1.3 credit towards the purchase of medical insurance provided to certificated Bargaining Unit Members who meet the following conditions:

8.2.1 Retirement must occur before the age of 65;

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

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

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

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

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**ARTICLE 9: SALARIES**

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

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

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

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

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

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

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

An additional two (2) voluntary professional development days shall be added for the 2023-2024 year only for all Unit members who work

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in special education to participate in District directed professional development. The Unit members in paid status at the time of the training shall participate and be compensated at their per diem rate. The Unit members shall submit a timecard for these workdays outside of their work year calendar by the 5<sup>th</sup> day of the month following the training. The District and the Association shall collaborate on the selection of these days.

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

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

Should the Association desire to apply all or a portion of the increase to the cap, the Association shall notify the District, in writing, the amount the cap will increase by the close of business on March 15, 2024.

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

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

**9.2 Recognition of Previous Experience.**

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

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

9.2.3 **Vocational Experience.** Experience other than teaching may be allowed at the discretion of the Personnel Administrator for vocational teachers if the experience is related to the teaching assignment. This experience must have been within the last ten (10)

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



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

3 **9.3.2 Course Work.** To qualify for advancement to a higher salary  
4 classification, the following must apply:

5 9.3.2.1 Course work must be taken from an accredited institution.

6 9.3.2.2 Prior approval by the Superintendent or a designee shall be  
7 required for all course work taken by Bargaining Unit  
8 Members for the purpose of column advancement on the  
9 District Salary Schedule.

10 9.3.2.3 Bargaining Unit Members with prior approval of course  
11 work [as in 9.3.2.1] must provide the District with official  
12 transcripts that show a grade “C” or better, or “Pass” in a  
13 Pass/Fail system, or “Credit” in a Credit/No Credit system,  
14 earned in these courses.

15 9.3.2.4 Courses shall be of upper division or graduate standing. No  
16 lower division course will count toward advancement on the  
17 salary schedule, unless it is one necessary to meet  
18 requirements for a credential in an area of district need, or  
19 unless the course provides knowledge and skill in a  
20 language other than English that can be used in carrying  
21 out assigned duties and responsibilities.

22 9.3.2.5 Audit courses do not count towards advancement on the  
23 salary schedule. Course work must be in a subject directly  
24 and specifically related to subjects taught within the  
25 district with prior approval by site administrator.

26 **9.3.2.6 Course Work Approval.** Requests for course work  
27 approval shall be submitted to the site administrator. Unit  
28 Members may submit requests for approval of entire

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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.

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

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

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

**9.4 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

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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.

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

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

**9.9 Elementary Extra Duty Positions.**

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

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

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1 9.9.3 The positions selected shall be posted at the local school site for a  
2 minimum of five (5) working days.

3 9.9.4 Employees shall submit a letter of application to the principal for  
4 specific positions and shall be interviewed by the principal or designee.

5 9.9.5 Employees may share/split positions subject to the approval of the  
6 principal.

7 9.9.6 The stipend shall be in accordance with Appendix C-3 and C-4.

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

9 **10.1 Definitions:**

10 10.1.1 A **transfer** is a change of work location between schools or other  
11 educational facilities.

12 10.1.2 A **voluntary transfer** is one in which the transfer proceedings  
13 are initiated or agreed to by the Unit Member.

14 10.1.3 An **involuntary transfer** is one in which the transfer  
15 proceedings are imposed upon the Unit Member.

16 10.1.4 A **reassignment** is a change in grade level assignment for grades  
17 TK-5 within the same school.

18 10.1.5 An **involuntary reassignment** is a change in grade level  
19 assignment for grades TK-5 within the same school imposed upon  
20 the Unit Member.

21 10.1.6 A **vacancy** is a bargaining unit position the District has decided to  
22 fill through either transfer or the employment of a certificated  
23 employee.

24 10.1.7 **Seniority** for the purpose of this article, the term seniority shall  
25 be defined as the first date of paid service as defined by the  
26 Educational Code for lay off purposes. The District shall maintain  
27 a seniority list.

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10.1.8 **District-Based Personnel** are Nurses, Speech Language Pathologist, School Psychologists, Behavior Specialists, Adaptive PE, Teacher on Special Assignment, Middle/High School Math Coaches, Instrumental Music (excluding those who provide elementary preparation time), and Counselors on Special Assignment.

**10.2 Voluntary Transfer (Unit Member Initiated Request):**

To facilitate requests for transfer of certificated personnel, a list of vacancies shall be posted using the District's digital system. Copies of all notices of vacancies for certificated bargaining unit positions shall be emailed to the Association at the time they are posted except in emergency cases, the deadline for responding to a notice of vacancy shall be at least five (5) days after the notice is posted, and no vacancy shall be filled before this deadline.

10.2.1 Unit Members may apply to transfer for existing postings using the digital system on the District website.

10.2.2 Unit Member requests for transfer to vacant positions shall be given careful consideration, and when qualifications are substantially equal and in the best interests of the District, Unit Members shall be given preference in placement in such positions over persons not currently employed in the District. Seniority shall be one of the determining factors in granting transfers and reassignments. Unit Members transferred involuntarily or due to school closures shall be accorded first priority in filling all vacancies for which they have an appropriate credential. Changes in assignment caused by voluntary transfers will occur either at semester break or prior to the beginning of the instructional year.

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At the District's discretion, voluntary transfers may occur at other times during the year.

10.2.3 A Unit Member who requests a transfer and is qualified for the position shall be granted an interview with the principal of the school where the vacancy exists or with an appropriate administrator. A Unit Member shall be notified verbally or in writing of the decision to grant or deny a request within ten (10) work days of the decision. If the decision is unsatisfactory to the Unit Member, a conference with the principal and the Personnel Administrator may be held if the Unit Member so requests. If a Unit Member initiated transfer request is denied, the employee shall be provided with specific reasons for the denial within ten (10) work days by the appropriate administrator upon the Unit Member's request.

10.2.4 Those Unit Members seeking a transfer for the fall semester of any given school year shall submit their transfer application requests between February 1 and August 31. Transfer requests for the spring semester must be submitted between September 1-January 31. Transfer requests shall remain in effect for the window period in which they are submitted.

**10.3 Involuntary Transfer.**

10.3.1 Involuntary transfers shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District.

10.3.2 When the District Administration determines that an involuntary transfer is necessary, it may be for the following reasons:

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A) An increase or decrease in the number of students at a school site

B) Class size

C) Elimination or changes in programs and/or funding

D) School opening or closing (10.2.2 and 10.8.6 would also apply)

E) Any other legitimate educational related need of the District

10.3.3 Prior to any involuntary transfer occurring, volunteers shall be sought. An email copy of the posting to seek volunteers shall be sent to the President of the Association.

10.3.4 If there are no volunteers Site Administration shall use the following ordered criteria when determining the Unit Member(s) who will be the subject of the involuntary transfer.

1) A Unit Member's credential(s) and/or certification

2) Least seniority in the District

3) Least seniority at the site

4) Lot

10.3.5 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 reason(s) for the transfer and efforts will be made to reach agreement with the change. If the Unit Member requests, the reasons for transfer shall be provided in writing.

10.3.6 Except in instances where an insufficient number of students requires a decrease in number of Unit Members at a school, an involuntary transfer shall 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

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involuntary transfer, the District shall provide the employee with the reasons for the timing of the transfer.

10.3.6.1 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, and gather necessary materials.

10.3.6.2 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.3.6.3 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

10.3.6.4 No employee shall be transferred with fewer than four (4) days notice prior to beginning the new assignment. This notice provision shall not apply for the first three (3) weeks of each semester.

10.3.7 Should a transfer be made during the summer recess, the Personnel Administrator or designee shall arrange to meet with the Unit Member to be transferred. If practical, the appropriate administrators shall be present at this meeting before the transfer is to occur, a written notice of transfer shall be mailed to the Unit Member request for such a meeting. Said reasons shall be put in writing if the Unit Member so requests.

10.3.8 If a Unit Member is involuntarily transferred at any time 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 in  
2 their current daily rate of pay per day.

3 10.3.9 Upon request, custodial assistance in moving school materials  
4 shall be provided.

5 10.3.10 A Unit Member is involuntarily transferred on account of staff  
6 reductions at her/his assigned school, shall be afforded  
7 preferential transfer rights back to her/his previous assignment  
8 over any other interested applicant if a position becomes vacant  
9 during the next three (3) semesters or YRE equivalent and shall  
10 be notified prior to the posting of the position. Under these  
11 circumstances, the criteria set out in Section 10.2.2 shall not  
12 apply.

13 10.3.11 A Unit Member who has been involuntarily transferred, shall not  
14 be involuntarily transferred for the next two (2) years.  
15 Elementary teachers providing preparation time to other  
16 Bargaining Unit Members are exempt from this provision.

17 10.3.12 The Superintendent may involuntarily transfer a Unit Member if  
18 their behavior has created a conflict at the site (excluding with  
19 Administration) resulting in an environment that is hostile,  
20 threatening, discriminatory and/or disruptive to a Unit Member's  
21 duties. The Superintendent shall meet with the Association  
22 President to outline the reason(s) for the proposed transfer.

23 10.3.12.1 Prior to the involuntary transfer in 10.3.12 the Superintendent  
24 or designee and the Association President or designee, shall  
25 attempt to informally resolve the conflict. If a Unit Member  
26 refuses to participate in the conflict resolution, or if the  
27 resolution attempt is unsuccessful, they can be involuntarily  
28 transferred.

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10.3.12.2 The Superintendent shall be limited to no more than three (3) involuntary transfers each school year.

10.3.12.3 A Unit Member for whom 10.3.12 is applied shall be moved to a like position consistent with their credentials (e.g. general education teacher to general education teacher, counselor to counselor) and shall not be placed in a substitute position.

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

10.3.14 The filing of a grievance concerning involuntary transfer shall 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.

10.3.15 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 C5-Compenstaion for Involuntary Transfer.

**10.4 Involuntary Reassignments.**

10.4.1 Involuntary reassignments shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District.

10.4.2 When the District Administration/Site Administrator determines that an involuntary reassignment is necessary, it may be for the following reasons:

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A) An increase or decrease in the number of students at a school site.

B) Class size

C) Elimination or changes in programs and/or funding

D) Any other legitimate educational related need of the District.

10.4.3 Procedure

10.4.3.1 Prior to making any reassignments, volunteers shall be sought from within the school and shall be considered first with an individual meeting with site administration. A copy of the email requesting a volunteer(s) shall be sent to the Association.

10.4.3.2 The site administrator shall seek input from the teachers at the reduced grade level team(s).

10.4.3.3 A Unit Member identified for reassignment shall be notified in writing of the reasons for the reassignment.

10.4.3.4 If the Unit Member so requests, a meeting shall be held between the Unit Member, the Principal and the Personnel Administrator or designee, to discuss the reasons for the reassignment. Nothing herein shall preclude the reassignment from becoming effective at such time as is determined to be necessary by the District.

10.4.4 If a Unit Member is involuntarily reassigned at any time 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, and gather necessary materials.

10.4.5 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

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1       10.4.6 A fourth day shall be granted if the site Administrator determines  
2               the Unit Member needs to observe other comparable programs,  
3               and participate in additional curriculum planning.

4       10.4.7 No employee shall be reassigned with fewer than four (4) days  
5               notice prior to beginning the new assignment.

6   **10.5 Counselors.**

7       Prior to posting a position for a counselor whose assignment will be at  
8       more than two sites, the Association will be consulted.

9   **10.6 District-Based Personnel**

10   10.6.1 Article 10.3 Involuntary Transfer shall not apply to District Based  
11       Personnel, as defined in section 10.1.8.

12   10.6.2 In the event Behavior Specialists, Adaptive PE, Teacher on  
13       Special Assignment, Counselors on Special Assignment,  
14       Instrumental Music Teachers (excluding those who provide  
15       elementary prep time), or Math/High School Math Coaches need  
16       to be moved from one site to another due to District, professional,  
17       or student need, District Administration shall seek input from  
18       these members before making the change.

19   10.6.3 Nurses shall present a plan for their assignments to District  
20       Administration for mutual consideration. In the event that the  
21       parties cannot reach agreement, the final decision will rest with  
22       the District Administration.

23   10.6.4 Behavior Specialists, School Psychologists and Speech Language  
24       Pathologists shall meet with their immediate supervisor to  
25       provide input into their site assignment for the following school  
26       year.

27       Final assignments shall be determined by immediate  
28       supervisor using the following criteria:

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A.) Number of students at the site(s)

B.) Number of special education students at the site(s) and taking into account particular student need.

C.) Number and type of special education programs offered at the site(s)

D.) Level of school served (elementary, middle, high, alternative)

10.6.5 Assignments for the following year shall be made by no later than June 1 of each calendar year, but are subject to change based on District /student need.

10.6.6 School Psychologists and Speech Language Pathologists shall be assigned to no more than two (2) sites. In the event the district has an educational need to assign an additional site, the Association President shall be consulted.

10.6.7 Assignments/changes in assignment pursuant to this section shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the district.

10.6.8 Should there be a need for a reassignment after the beginning of the school year, District-based personnel shall meet with their immediate supervisor to explore all alternatives prior to reassigning the District-based employee(s).

10.6.9 Reassignments during the school year may occur for the following reasons:

A) Significant changes in caseload

B) Significant changes in student enrollment

C) Increase in staffing numbers that allows for assignment redistribution

D) Any other legitimate educational related need of the District.

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1       10.6.10 Appendix C-5 Mileage Reimbursement shall apply to district-  
2               based personnel for travel between sites during the work day.  
3               Mileage shall not be paid for travel from home to the first worksite  
4               and from the last worksite to home.

5       10.6.12 District-based employees defined in 10.1.8 who are assigned to one  
6               or more of the following sites shall be entitled to an annual  
7               stipend in the amount of \$1,500.00; Cottonwood, Hamilton K-5,  
8               Hamilton 6-12, and Idyllwild.

9       **10.7 Extra Duty Opportunities**

10       10.7.1 Site-Based: For all site based extra duty positions at sites (e.g.  
11               credit recovery, grade level leads, department chairs, AVID  
12               coordinator) excluding high school head athletic coaches and  
13               summer school positions: Notices of all known and District funded  
14               extra duty opportunities for the following school year shall be  
15               emailed to the members at respective sites by Administration or  
16               designee by May 1 of each school year. For extra duty  
17               opportunities identified after May 1 of each school year,  
18               notification via email shall be sent as soon as possible. All  
19               postings shall be for five (5) workdays.

20       10.7.1.1 Notifications shall specify the length of term for the extra  
21               duty assignment.

22       10.7.1.2 Members qualified and interested in the assignment shall  
23               apply via an email to their Administrator with an  
24               interest letter explaining their qualifications. All  
25               candidates shall be interviewed and considered by  
26               Administration for the opportunity.

27       10.7.2 High School Head Athletic Coaches: The District shall post and  
28               recruit for high school head athletic coaches separately. Postings

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1 shall be made internally via email, and may be posted for outside  
2 candidates simultaneously. Bargaining Unit candidates who meet  
3 minimum requirements as determined by the posting shall receive  
4 an interview prior to any non-bargaining Unit candidates. In the  
5 event no qualified Bargaining Unit candidates are found, as  
6 determined by the District, classified employees or walk-on coaches  
7 may be considered.

8 10.7.2.1 In the event an athletic coach is removed from a coaching  
9 position or quits during the season, the coach is entitled to a  
10 prorated amount of compensation outlined in Appendix C-2.

11 **10.7.3 District-Based Extra Duty Position**

12 10.7.3.1 A list of all District-based extra duty assignments shall be  
13 posted on the district website. Applications for such  
14 positions (whether vacant or not) may be placed on file with  
15 the District.

16 10.7.3.2 If there are more applicants than available positions, the  
17 District shall interview all qualified applicants

18 10.7.4 A Unit Member who has served in an extra duty assignment but  
19 who is advised that she/he will not be offered the assignment again,  
20 may ask the site administrator for the reason(s) for this decision.  
21 Nothing in this section shall in any way diminish the District's  
22 rights as set forth in Education Code Section 44923.

23 **10.8 District Reorganization:**

24 The following procedures shall apply to transfers and reassignments  
25 resulting from District reorganization including, but not limited to, opening  
26 new schools, closure of schools, year-round calendar, or change in grade  
27 level configuration.

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1       10.8.1 Within ten (10) work days of a Governing Board decision to  
2               implement District reorganization, i.e., opening a new school,  
3               closing of a school, year-round education implementation at an  
4               established site, or grade level reorganization, a meeting shall be  
5               held with staff impacted by the change.

6       10.8.2 Within ten (10) work days of the initial meeting with the staff, Unit  
7               Members shall be surveyed for the purpose of providing an  
8               opportunity for them to state their preferences for the following  
9               year's assignment. A Unit Member may submit to the Personnel  
10              Office a change or modification of the information stated on her/his  
11              survey at any time during this procedure.

12      10.8.3 The District shall make every effort to honor voluntary transfer  
13              requests. If two or more Unit Members with appropriate  
14              credentials apply for a transfer, the Unit Member with the most  
15              seniority, education, experience, and best performance shall receive  
16              her/his transfer request. 10.8.4 Any Unit Member at a work site  
17              where the work calendar changes, e.g., regular to year-round or  
18              year-round to regular, who is unable to be accommodated by the  
19              voluntary transfer procedure the first year, shall be granted a  
20              voluntary transfer the following year.

21      10.8.5 Release Time

22              10.8.5.1 If a Unit Member is involuntarily transferred pursuant to  
23                      this section, the Unit Member shall be allowed two (2) days  
24                      release time to break down existing class, set up the new  
25                      class, and gather necessary materials.

26              10.8.5.2 If requested by the Unit Member, a third day shall be  
27                      granted for the purpose of curriculum planning, program  
28                      design, and student performance reporting.



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1           10.8.5.3 A fourth day shall be granted if the site Administrator  
2                           determines the Unit Member needs to observe other  
3                           comparable programs, and participate in additional  
4                           curriculum planning.

5           10.8.5.4 No employee shall be transferred with fewer than three (3)  
6                           days notice prior to beginning the new assignment.

7           10.8.6 Unit Members who have been displaced by a school closure will be  
8                           placed at a site of like level (elementary, middle or high), before the  
9                           end of the school year and shall be given priority interview over all  
10                          other candidates, and shall be placed prior to all voluntary  
11                          transfers.

12          10.8.7 Unit Members shall receive updates via e-mail of all vacancies until  
13                           all affected Unit Members have been placed.

14          10.8.8 Unit Members shall indicate their preferences from the list of  
15                           vacancies from a list provided by the District.

16          10.8.9 The District shall provide transportation, personnel and packing  
17                           materials to move classroom materials to the new school site.

18          10.8.10 Storage of district materials shall be provided to any Unit Member  
19                           not placed prior to the end of the school year.

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

23    11.1   **Transfer and Reassignments.** Contract language incorporated into  
24                           Article 10.8

25    11.2   **Salary Advancement.** Contract language affecting year-round teaching  
26                           assignments in Article 9.3.2.7.

27    11.3   **Custodial Assistance.**

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1 11.3.1 Reasonable custodial assistance will be provided in moving  
2 teaching materials into and out of a year-round school.

3 11.3.2 Custodial assistance will be provided to move storage cabinets at  
4 the beginning or end of a teaching track.

5 **11.4 Designation of Year-Round Schools.**

6 11.4.1 The Association will be notified at least 90 days in advance of a  
7 school's designation as a year-round school.

8 11.4.2 **Ad Hoc Committee.** The Association may appoint three (3)  
9 members, at least two (2) of whom are assigned to that site, to  
10 serve on a site level ad hoc committee under the direction of the  
11 site principal. The purpose of this committee shall be to  
12 implement the unique aspect of year-round education at that  
13 school site.

14 **11.5 Calendar.** The District will use a 60/20 multi-track system for year-  
15 round education. Teachers assigned to year-round sites shall work a total  
16 of 179 days, 175 student instructional days and four (4) teacher workdays.  
17 The District and HTA agree to meet and discuss the length of the  
18 instructional day in order to meet the required number of instructional  
19 minutes.

20 **11.6 Substituting.** Bargaining Unit Members may not be prohibited from  
21 substituting during their off-track sessions. Pay will be at the prevailing  
22 District substitute rate.

23 **11.7 Modifications to Regular Contract Year.** When a position is longer  
24 than a regular teaching contract year (1989/184 days), or there is an  
25 alternative schedule established to deliver instructional services, the  
26 position will be posted if the incumbent declines the position.

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

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

12.1.2 Full-time Unit Members will receive ten (10) days sick leave annually. All members who work more than the teacher work year (excluding summer school) shall receive two (2) hours for every five (5) days worked not to exceed twelve (12) days

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maximum per year. This leave shall be credited in advance. Part-time Unit Members will receive sick leave in proportion to that allowed full-time Unit Members based on time worked. Unit Members serving less than a full school term will receive sick leave in the proportion that the time served bears to a full school year. Unused sick leave shall accrue from school year to school year.

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

<u>Hours Worked Per Summer Session</u>	<u>Sick Leave Earned</u>
80	4 hours
120	6 hours

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

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

**12.1.5 Family Care Leave.** Unit Members shall be entitled to use up to 12 weeks of accrued leave for the purposes of caring for the illness

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

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

**12.2 Bereavement Leave.** Each Unit Member covered by this Agreement is entitled to five (5) days bereavement leave, per death, with pay due to the death of any member of the Unit Member's immediate family. These days

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shall not be deducted from the Unit Member's sick leave and must be used within three (3) months of the passing unless the Unit Member requests an extension from the Superintendent or designee. Bereavement leave days are not required to be taken consecutively. The Superintendent or designee shall determine the number of bereavement leave days. The Superintendent may authorize a longer period of bereavement leave. These days will be deducted from the Unit Member's sick leave. For the purposes of this Subsection "member of the immediate family" shall mean the mother, father, foster parent, step parent, grandmother, grandfather, parent-in-law, grandparent-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister (including step brother/sister and brother/sister in-law), aunt/uncle, niece/nephew of the Unit Member or the Unit Member's spouse/domestic partner, or any person living in the immediate household of the employee. Additions to the definition of the Unit Member's immediate family above will be made only at the discretion of the Superintendent or designee.

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

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

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

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

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- 12.3.3.1 The death of a member of the Unit Member's immediate family when the number of days absent exceeds the limit provided in Article 12.2.
- 12.3.3.2 The illness of a member of the Unit Member's immediate family.
- 12.3.3.3 An accident involving the Unit Member's property or the person or property of any member of the Unit Member's immediate family.
- 12.3.3.4 Appearance in court or before an administrative tribunal as a litigant or witness under official order.
- 12.3.3.5 The birth or adoption of a child, making it necessary for the Unit Member who is a parent of the child to be absent during the assigned hours of service.
- 12.3.3.6 Imminent danger to the home of an Unit Member occasioned by an event, serious in nature, such as a flood or fire which under the circumstances the Unit Member cannot reasonably be expected to disregard and which requires the attention of the Unit Member during her/his assigned hours of service.
- 12.3.3.7 Up to five (5) days of personal necessity leave may be taken at the Bargaining Unit Member's sole discretion for events serious in nature which under the circumstances the Unit Member cannot reasonably be expected to disregard and which require the attention of the Unit Member during her/his assigned hours of service. (These days may not be taken to extend school recesses or holiday weekends, without prior

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administrative approval, are non-cumulative, and are not subject to Article 12.3.2.)

12.3.3.8 Unit Members may use available personal necessity leave to participate in activities of the school or licensed child day care facility of any of her/his children, if the Unit Member, prior to taking the time off, gives reasonable notice to the District of the planned absence, pursuant to Labor Code Section 230.8. If the Unit Member does not have available personal necessity leave, she/he may use compensatory time off or take the time off without pay.

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

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

c. If requested by the District, the Unit Member shall provide documentation from the school or licensed child day care facility as proof that she/he participated in school



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or licensed child day care facility activities on a specific date and at a particular time.

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

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

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

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

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

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

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

12.5.2 A treating physician's certificate shall be filed by the Unit Member with the District. The District reserves the right to designate an additional licensed medical practitioner for

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verification of an Unit Member's illness at District expense unless the illness alleged is work-related and is being adjudicated through the State Workers' Compensation System.

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

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

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

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

12.6.1 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the Unit Member's child, or the placement of a child with the Unit Member for adoption or foster care.

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1       12.6.2   Unit Members shall be entitled to use all current and  
2                   accumulated sick leave for parental leave, for a period of up to  
3                   twelve (12) workweeks.

4       12.6.3   When a Unit Member has exhausted all current and accumulated  
5                   sick leave and continues to be absent on account of parental  
6                   (childbonding) leave under the California Family Rights Act  
7                   (CFRA: Government Code Section 12945.2), he or she shall be  
8                   entitled to substitute differential pay for any of the remaining  
9                   twelve (12) workweek period. Such substitute differential pay  
10                  shall be paid as set forth in Section 12.5 of this Agreement but  
11                  shall not count against the leave entitlement set forth in that  
12                  Section.

13       12.6.4   In order to use substitute differential pay, the Unit Member must  
14                   be eligible for leave under the California Family Rights Act set  
15                   forth in Section 12.10 of this Agreement, except that he or she is  
16                   not required to have worked 1,250 hours in the twelve (12)  
17                   months immediately preceding the leave.

18       12.6.5   Any leave taken under this section shall count against any  
19                   entitlement to childbonding leave under the California Family  
20                   Rights Act and the aggregate amount of leave taken under this  
21                   section and CFRA shall not exceed twelve (12) workweeks in any  
22                   twelve (12) month period.

23       12.6.6   Unit Members shall not be entitled to more than one (1) twelve  
24                   (12) week period, for parental leave in any twelve (12) month  
25                   period. However, if a school year terminates before the twelve  
26                   (12) week period is exhausted, the Unit Member may take the  
27                   balance of the twelve (12) week period in the subsequent school  
28                   year.

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1    **12.7 Maternity Leave.** Unit Members covered by this Agreement shall be  
2           entitled to maternity leave under applicable provisions of Education Code  
3           Section 44965 and Government Code Sections 12945 and 12945.2.

4           Pregnancy, miscarriage and childbirth shall be treated the same as any  
5           other illness.

6    **12.8 Leaves of Absence for Personal Reasons.** Permanent Unit Members  
7           covered by this Agreement may request personal leave without  
8           compensation, increment, seniority or tenure credit, for a period of one (1)  
9           school year for the following purposes: Care for a member of the  
10          immediate family who is ill, long term illness of the Unit Member, service  
11          in an elected public office, professional study, educational travel and/or  
12          research, or for reasons of health. Leave for child rearing shall be  
13          considered under this provision. Duration of the leave shall be mutually  
14          agreed upon between the employer and the Unit Member. A request for  
15          such leave under special circumstances may also be considered by the  
16          District.

17          **12.8.1** The applications for and granting of such leaves of absence shall  
18                  be in writing. In addition the Unit Member on such leave shall  
19                  notify the Personnel Administrator by March 1 of the school year  
20                  on leave as to the intent to return to employment in the District.  
21                  Failure to so notify will be considered an abandonment of position.

22          **12.8.2** A Unit Member on leave of absence for personal reasons shall be  
23                  entitled to participate in the District health and welfare benefit  
24                  program, not expressly prohibited by law, at no expense to the  
25                  District.

26    **12.9 Jury Duty.** All Unit Members called for jury duty in a court of law shall  
27           continue to receive regular salary and Unit Member benefits. When jury  
28           fees and mileage reimbursement are paid to the Unit Member, the Unit

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Member shall remit to the District the jury fees, but may retain the mileage reimbursement portion as shown on the remittance accompanying the payment.

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

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

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

**12.11 Employment-Related Subpoena Leave.** Unit Members shall be entitled to paid school business leave when they are required to appear in court or before an administrative tribunal under official order (subpoena) for matters within the scope of their employment, except for disciplinary

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actions against the Unit Member by the District, or any other proceeding where the Unit Member is a litigant against the District.

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

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

12.12.2 Donations of sick leave or comp time shall be made in blocks of one day per donating certificated employee. A certificated Unit Member who donates sick leave credits shall be required to have

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1 a sick leave balance equivalent to ten (10) days following the  
2 donations. Donations will be calculated day for day.

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

6 12.12.3.1 A Bargaining Unit Member may donate more than  
7 three (3) days of sick leave or comp time to a family  
8 member as defined in Article 12.2., provided the  
9 Bargaining Unit Member qualifies pursuant to Article  
10 12.12.2.

11 12.12.4 A committee comprised of two (2) Bargaining Unit Members  
12 appointed by the President of the Association and two  
13 representatives of administration shall administer the  
14 catastrophic leave provision and shall approve or disapprove all  
15 applications. An applicant shall be required to provide proof that  
16 a catastrophic illness or injury exists.

17 12.12.5 When the application is based on the catastrophic illness or  
18 injury of a member of the certificated Unit Member's family, all  
19 required statements, and verifications shall be related to the  
20 affected family member. In addition, the certificated Unit  
21 Member shall attach a written statement indicating the  
22 circumstances that require the Unit Member to be absent from  
23 work.

24 12.12.6 The certificated employee shall be required to utilize all of his/her  
25 available regular sick leave and comp time prior to the receipt of  
26 donated time credits.

27 12.12.7 "Member" of the certificated Unit Member's family shall be  
28 defined as set forth in Article 12.2.

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1 **12.15 Military Leave.** A Bargaining Unit Member shall be entitled to full pay  
2 and benefits for the first 30 calendar days and a maximum of 30 days in  
3 any fiscal year, as required by Education Code 45059 and Military and  
4 Veterans Code 395, when on military leave and shall retain all rights and  
5 privileges granted by law arising out of the exercise of military leave.

6 **ARTICLE 13: SAFETY CONDITIONS**

7 13.1 The District acknowledges its obligation to maintain a safe working  
8 environment for Unit Members and for prescribing appropriate safety  
9 standards. In this regard, the District intends to be guided by the  
10 California Occupational Safety and Health Act (Labor Code Section 6300).

11 13.2 As part of its annual notification process, the District shall provide  
12 employees with the following education code provisions related to safety:

13 13.2.1 Education Code Section 44807.

14 13.2.2 Education Code Section 48910.

15 13.2.3 Education Code Section 49079.

16 13.3 Unit Members acknowledge their obligation to comply with District safety  
17 standards, including accident and safety reports, and to practice basic  
18 safety measures. Failure to do so, may be grounds for discipline.

19 13.4 Unit Members shall report to their immediate supervisor suspected  
20 unsafe conditions in writing. The District shall supply a report form for  
21 reporting unsafe conditions.

22 13.5 Unit Members shall report to their immediate supervisor any abuse of  
23 school personnel, assault or battery upon school personnel, or any threat  
24 of force or violence directed toward school personnel which occurs at any  
25 time or place and is related to any school activity. Unit Members are  
26 obligated to prepare any reports required by the District relating to such  
27 incidents. The District will facilitate actions against students or adults  
28 who abuse, assault, insult or upbraid employees. The District shall, upon



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request, respond to the affected Unit Member within five (5) working days as to what action has been taken or is being considered by the District with respect to the incident in question.

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

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

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

13.8 The District shall maintain a Safety Committee, which shall consist of, among others, representatives of the certificated bargaining unit. Any Bargaining Unit Member may report a safety concern by following the process outlined in the site handbook and/or on the District website. To begin this process, the Unit Member shall file an Unsafe Conditions Report with site administration.

13.8.1 Beginning with the 2019-20 school year, the Safety Committee shall send a joint communique regarding the law governing lactation accommodations to all employees. The communique shall be

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1 reviewed annually, prior to September 30<sup>th</sup>, and updated when  
2 necessary.

3 13.9 No Unit Member shall be required to perform duties under conditions  
4 which pose an immediate threat of serious physical harm to the Unit  
5 Member provided the Unit Member has reported the condition to her/his  
6 site administrator and exhausted reasonable means to correct the  
7 condition. In exercising the foregoing right, Unit Members shall not  
8 neglect the responsibility to provide for the safety of students.

9 13.10 The District shall indemnify and hold harmless from liability any Unit  
10 Member who performs, within the scope of her/his authority, specialized  
11 health care services. Unit Members shall receive proper and adequate  
12 training in those health care services they are asked to perform.  
13 Notwithstanding the above, and with the exception of nurses, no Unit  
14 Member will be required to perform catheterizations, diapering,  
15 injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction,  
16 oxygen administration, gavage feeding or draining. Nothing herein shall  
17 be interpreted as preventing a Unit Member from performing the health  
18 care services described herein if the Unit Member volunteers in writing  
19 and has received proper training from a certified specialist in these  
20 procedures.

21 13.11 No Bargaining Unit Member shall be asked or directed to transport pupils  
22 in private vehicles.

23 13.12 The District will inform employees of the scope of protection for personal  
24 liability under the District's liability coverage for Unit Members acting as  
25 agents of the District.

26 13.13 Each Unit Member shall be given a copy of the school site's student  
27 discipline procedures at the start of the school year.

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1       13.13.1 In accordance with Education Code Section 48910, a Unit Member  
2       shall have the right to suspend a student from their class for that day  
3       and/or the day following, while providing students with disabilities their  
4       due process under the Individuals with Disabilities Education  
5       Improvement Act. Site handbooks shall contain Education Code 48910  
6       and procedures relating to a Unit Member's suspension of a student.

7       13.14 In accordance with Education Code Section 49079, the District shall notify  
8       a Unit Member of any pupil enrolled in her/his class who has engaged in,  
9       or is reasonably suspected to have engaged in, within the last three years,  
10      any of the acts subject to suspension or expulsion under the Education  
11      Code Section 48900 that are reportable under Section 49079 when such  
12      information is made known to the District. The District shall provide the  
13      information to the teacher through records the District maintains in its  
14      ordinary course of business or receives from a law enforcement agency.  
15      Any information received by a Unit Member pursuant to this section shall  
16      be received in confidence for the limited purpose for which it is intended  
17      and shall not be disseminated by the teacher. Violation of this  
18      confidentiality requirement by a Unit Member shall be grounds for  
19      discipline.

20      13.15 Use of surveillance cameras

21           13.15.1 In accordance with Education code section 51512, the District may  
22           not place any electronic listening or recording device (including  
23           surveillance cameras) in any classroom of the elementary and  
24           secondary schools without the prior consent of the Unit Member  
25           and the principal of the school.

26           13.15.1.1 The following applies to the use of surveillance cameras at  
27           school site areas outside of a classroom.

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

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

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

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

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

**ARTICLE 14: CLASS SIZE**

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

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

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

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

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

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

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

17 14.3.2 Secondary Physical Education Classes shall be limited to not more  
18 than 55 students per period. (examples: 55 students/class x 5  
19 periods = 275 contacts and 55 students/class x 6 periods = 330  
20 contacts). Section 14.3.1 shall not apply.

21 14.3.3 Secondary Visual Arts class shall be limited to one hundred  
22 ninety-five (195) student contacts in a regular five (5) period  
23 workday and two hundred and thirty-five (235) students in a six  
24 (6) period workday.

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

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

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

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

14.7 School Counselors Staffing Formulas

14.7.1 The caseload for Counselors shall be as follows:

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

14.7.1.3 Comprehensive High School:

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

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

14.7.1.3.2 If, on Census day, a High School Counselor's caseload exceeds 500 students, a monthly stipend of \$350 shall be paid in increments of 50 students

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551-600=\$700, etc.).

## 14.8 Nurses Staffing Formulas

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

**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 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.



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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 Unit Member. Procedures for evaluation shall be based on, but not limited to:

15.2.1 The gathering of information about the Unit Member's performance in the classroom;

15.2.2 Assessing the quality of such performance;

15.2.3 Communicating to the Unit Member the assessment of the quality of the performance;

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

15.2.5 No Unit 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.

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1 15.4 If conditions change which affect the elements upon which any evaluation  
2 may be based, either party may request an additional conference to  
3 discuss such changes.

4 15.5 Those Unit Members who are regularly scheduled to be evaluated will be  
5 notified by the appropriate management person prior to the evaluation.  
6 Such notice will contain an explanation of procedures for evaluations in  
7 addition to those set forth herein.

8 15.6 The evaluation shall assess a Bargaining Unit Member's competency as it  
9 reasonably relates to the following:

10 15.6.1 The progress of pupils toward standards as established by the  
11 District of expected pupil achievement at each grade level in each  
12 area of study and progress of pupils toward meeting the state-  
13 adopted academic content standards as measured by state-  
14 adopted criterion referenced assessments as described in Article  
15 17.5. The measurement of pupil progress shall not include the  
16 use of publishers norms established by standardized tests;

17 15.6.2 The instructional techniques and strategies used by the  
18 Bargaining Unit Member;

19 15.6.3 The Bargaining Unit Member's adherence to curricular objectives;

20 15.6.4 The establishment and maintenance of a suitable learning  
21 environment, within the scope of the Unit Member's  
22 responsibilities;

23 15.6.5 And, to the extent not already covered in sections 15.6.1-15.6.4,  
24 the California Standards for the Teaching Profession (Appendix  
25 G).

26 15.7 A written report of formal Unit Member observations shall be maintained  
27 by the evaluator and presented at a conference to the Unit Member within  
28 ten (10) working days after the formal observation or such other date as is

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1 agreed to by the evaluator and evaluatee. This written record shall be  
2 known as the observation report. Commendations and/or  
3 recommendations shall be presented and discussed. The observation  
4 reports shall be signed and dated by the Unit Member, and the Unit  
5 Member shall have the right to rebut in writing all or portions of such  
6 record. Any such rebuttal shall be attached to the observation report.  
7 Upon request a complete written copy of the observations shall be made  
8 available to the Unit Member at District expense. Nothing in this Article  
9 shall preclude classroom observations other than formal observations at  
10 any time.

11 15.8 The final evaluation should be provided to the Unit Member by April 1<sup>st</sup>,  
12 but in no event later than May 1<sup>st</sup>. The evaluator will discuss the  
13 evaluation with the Unit Member no later than ten (10) days after the  
14 presentation of the evaluation. The Unit Member must sign the  
15 evaluation signifying only that the Unit Member has read the document.  
16 The Unit Member shall be provided the opportunity to attach a written  
17 reaction or response which shall become part of the permanent records. A  
18 copy of the evaluation report shall be signed by the evaluator as well as  
19 the evaluatee. A copy of the evaluation report shall be given to the  
20 employee, at District expense, a copy shall be placed in the Unit Member's  
21 personnel file, and a copy retained by the evaluator. An Unit Member's  
22 refusal to meet over the evaluation within the prescribed timelines, or  
23 refusal to sign the evaluation form, shall be considered a waiver of these  
24 requirements by the Unit Member

25 15.9 A permanent classroom teacher who receives an unsatisfactory rating in  
26 his/her final evaluation in areas of subject matter knowledge, teaching  
27 methods or instruction shall be evaluated in the succeeding year and shall  
28 participate in the District's Peer Assistance and Review (PAR) Program

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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 have been violated. However, nothing herein shall preclude the Unit Member from contesting the substance of any evaluation which is used in any disciplinary proceeding.

**ARTICLE 16: COMPLAINT PROCEDURE**

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

16.2 Prior to lodging a complaint, and within seven (7) days of the complainant's knowledge of the event giving rise to the complaint, the complainant shall attempt to discuss the complaint with the specific Unit Member(s) involved. If the complainant is unwilling or unable to meet with the Unit Member(s), the site administrator shall attempt to arrange a meeting between the complainant and the Unit Member(s). If the

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complaint is satisfactorily resolved at this step, then the complaint procedure is deemed completed.

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

16.4 Except as provided herein, the Unit Member's site administrator or supervisor shall schedule a meeting between the complainant and employee within fifteen (15) days of the complaint being brought to the administrator's or supervisor's attention. The employee and/or complainant may have a representative at any meeting. If after an initial interview it is the opinion of the site administrator that a second meeting between the complainant and employee would not assist in resolving the matter, the site administrator may elect to conduct further discussion as an intermediary.

16.5 Within fifteen (15) days of the meeting described in Section 16.4 taking place, the site administrator or supervisor will prepare and serve a response to the complaint on both the complainant and the Unit Member. The site administrator or supervisor may, at their discretion, interview other Unit Members and/or individuals who may have knowledge of the event or actions forming the basis of the complaint.

16.6 No complaint or documentation prepared or gathered as the result of an investigation into a complaint shall be placed in the personnel file of the Unit Member unless the allegations have been substantiated by the site administrator or immediate supervisor. Additionally, the Unit Member

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1 shall be advised of the decision to place the documents in the personnel  
2 file.

3 16.7 The Unit Member may appeal to the Superintendent or designee the  
4 decision to place in her/his personnel file material or documents generated  
5 as a result of a complaint being lodged made against the Unit Member.  
6 This appeal must be filed within ten (10) days of receiving notice  
7 concerning the placement of these documents in the Unit Member's  
8 personnel file. The Superintendent or designee will review the matter and  
9 respond in writing to the Unit Member within fifteen (15) days.

10 16.8 The Unit Member shall be given release time from non-instructional duty  
11 time to review and/or respond to a complaint and any material placed in  
12 the Unit Member's personnel file. The date and length of the release time  
13 to be provided the Unit Member shall be subject to the approval of the site  
14 administrator.

15 16.9 Nothing in the sections above shall be interpreted as precluding a  
16 complainant (other than another Unit Member's complaint) from taking  
17 her/his complaint to the Superintendent or Governing Board if she/he is  
18 not satisfied with the site administrator's resolution of the complaint.

19 16.10 Should a complainant make a request of the Governing Board to review  
20 her/his complaint and the Board wishes to discuss the complaint brought  
21 against the Unit Member in closed session the Unit Member shall be  
22 given written notice of her/his right to have the complaint heard in open  
23 session as opposed to closed session. The Unit Member shall be given this  
24 notice personally or by mail at least seventy-two (72) hours before the  
25 time for the meeting.

26 16.11 For purposes of this article, any reference to "day" shall mean any  
27 regularly scheduled workday for the Unit Member against whom the  
28 complaint has been made.

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16.12 This article is subject to the grievance procedure (Article 6) to the extent the claim relates to following the procedures contained in this article.

Nothing herein shall preclude the Unit Member from contesting the substance of any documentation prepared in response to a complaint if subsequently used in any disciplinary proceeding.

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

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

**17.1 Joint Committee.**

17.1.1 The Joint Committee shall consist of seven (7) members, four (4) Bargaining Unit Members appointed by the Association, and three (3) administrators appointed by the District. Association members of the Joint Committee will serve four (4) years and may be reappointed for additional years by the Association President.

17.1.2 The Joint Committee shall establish its own meeting schedule. Five (5) members, consisting of three (3) Bargaining Unit Members and two (2) administrators, shall constitute a quorum; actions of the Joint Committee shall require an affirmative vote of at least five (5) members. Meetings shall take place during the regular teacher workday, and substitutes shall be provided to release Association Members from their other duties. If the committee agrees to extend the meeting hours beyond the regular teacher workday, Association Members shall be compensated at the hourly Extra Duty Rate.

17.1.3 The Joint Committee shall be responsible, for the following:

17.1.3.1 Providing training for Joint Committee members.

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- 17.1.3.2 Establishing its own rules of procedure, including the method for selection of the chairperson.
- 17.1.3.3 Selecting and recommending the pool of consulting teachers to include elementary, middle, high and special education to the Governing Board for approval. Consulting teachers shall serve the PAR program.
- 17.1.3.4 Selecting and recommending for Governing Board approval the trainers and/or training providers for Consulting Teachers, and Joint Committee members.
- 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



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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  
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

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1 ratings for adjunct duties, for which no descriptors shall be  
2 provided.

3 17.2.3 A Volunteer Participating Teacher is a classroom teacher with  
4 permanent status or an experienced teacher new to the District  
5 that volunteers to participate in the PAR program. Priority shall  
6 be given to classroom teachers with permanent status. Volunteer  
7 participating Teachers are for peer assistance only and the  
8 Consulting Teacher shall not document any performance review  
9 for a Volunteer Participating Teacher. A Volunteer Participating  
10 Teacher may terminate his/her participation in the program at  
11 any time.

12 17.2.4 A Referred Participating Teacher shall be assigned to his/her  
13 Consulting Teacher by the Joint Committee. A Volunteer  
14 Participating Teacher shall select a Consulting Teacher from a  
15 pool of available Consulting Teachers based on their current  
16 assignment. A Volunteer or Referred Participating Teacher may  
17 apply to the Joint Committee to change his/her Consulting  
18 Teacher at any time when requested by either the Participating  
19 Teacher or the Consulting Teacher.

20 17.2.5 All communication between the Consulting Teacher and the  
21 Volunteer Participating Teacher shall be confidential, and  
22 without written consent of the Volunteer, shall not be shared with  
23 any others, including the site administrator and the Joint  
24 Committee.

25 17.2.6 All communication between the Consulting Teacher and Referred  
26 Participating Teacher with the exception of the final report that  
27 will be placed in the personnel file shall be confidential, and

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without written consent of the Referred Participating Teacher,  
shall not be shared with any others, except the Joint Committee.

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

**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

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1 following a selection process that may include classroom  
2 observations by the committee members.

3 17.3.4 It is recognized that the Consulting Teacher's daily schedules will  
4 be flexible.

5 17.3.5 A Consulting Teacher shall be provided release time as needed.  
6 The terms of the Consulting Teacher shall be a two (2) year term,  
7 The Consulting Teacher may reapply to serve two (2) additional  
8 terms. Should a Consulting Teacher serve three (3) consecutive  
9 terms, the consulting teacher must wait one full year before  
10 reapplying to serve as a Consulting Teacher. Should a Consulting  
11 Teacher be appointed to an administrative position, he/she shall  
12 not evaluate any teacher he/she provided assistance to through  
13 the PAR program from three (3) years.

14 17.3.6 Functions performed pursuant to this Article by Bargaining Unit  
15 Members shall not constitute either management or supervisory  
16 functions. The Consulting Teacher shall continue all rights of  
17 Bargaining Unit Members. In addition to the regular salary, a  
18 full or part-time Consulting Teacher may receive pro rata hourly  
19 pay for all work beyond the regular workday and/or work year as  
20 determined by the Joint Committee. No Unit Member may  
21 evaluate another Unit Member.

22 17.3.7 Consulting Teachers shall assist Participating Teachers by  
23 demonstrating, observing, coaching, conferencing, inservicing,  
24 referring, or by any other activities which, in their professional  
25 judgment, will assist the Participating Teacher.

26 17.3.8 The Consulting Teacher shall meet with the Referred  
27 Participating Teacher to discuss the PAR program, establish  
28 mutually agreed upon performance goals, develop the assistance

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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.

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

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

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

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1       17.3.12 The Consulting Teacher may work with Professional  
2               Development Academy to develop and implement inservice and  
3               training opportunities for Participating Teachers subject to  
4               approval by the Joint Committee.

5       17.3.13 The District shall defend and hold harmless individual  
6               participating Unit Members and consulting teachers from any  
7               lawsuit or claim arising out of the performance of their duties  
8               under this program as provided by California Government Code  
9               Tort Claims Act.

10   **17.4 Budget Priorities and Considerations.**

11       17.4.1 The Joint Committee shall annually develop a budget to fund the  
12               direct program and administrative expenses of the PAR program.

13       17.4.2 Funds shall be allocated for Consulting Teachers to provide  
14               services, and other related costs; workshops for Participating  
15               Teachers/Consulting Teachers, administrative costs, and  
16               trainings/meetings of committee members.

17       17.4.3 Other funding sources may be allocated through the Educational  
18               Services Department for release of participating teachers to  
19               attend trainings, for standard administrative costs, and other  
20               expenses.

21   **17.5 Teacher Evaluation Based Upon Pupil Progress.**

22       17.5.1 The District and Association shall agree to the selection of student  
23               assessment instruments for teacher evaluation to be used to  
24               determine the progress of pupils towards meeting grade-level  
25               standards.

26       17.5.2 The District and Association shall agree to the frequency for  
27               administration of student assessment instruments to be used to

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determine the progress of pupils towards meeting grade-level standards.

17.5.3 The District and Association shall agree to the methods by which student assessment data are analyzed and used to establish 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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A verbal warning may be summarized in writing. This summary shall include date of the meeting, the individuals present, the action or omissions giving rise to the verbal warning and suggestions/directions for improvement. The summary shall be placed in the Unit Member's site file. In the event the misconduct recurs, and a warning letter is issued, the summary may be attached to the written warning.

**18.1.2 Written Warning**

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

**18.1.3 Letter of Reprimand**

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

**18.1.4 Suspension**

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



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1 18.1.4.1 The Superintendent or designee shall give written notice  
2 to the Unit Member of the District's intent to suspend.

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

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

20 18.1.4.4 The Unit Member shall be given the opportunity to present  
21 facts and arguments regarding the proposed suspension  
22 and to be represented at the pre-suspension discussion.

23 18.1.4.5 The Superintendent or designee shall inform the Unit  
24 Member of the decision to suspend or not to suspend  
25 within three (3) working days from the date of the pre-  
26 suspension discussion or after five (5) work days from the  
27 date of the notice of suspension if the Unit Member did not  
28 respond or waived the discussion.

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

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

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 Unit Member 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: SPECIAL EDUCATION**

**19.1 Definitions**

19.1.1 "Caseload" is the number of students with Individualized Education Programs (IEP's) for whom the special education Bargaining Unit Member acts as case manager. When accounting for caseload, each student is counted as one (1), regardless of

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1 quantity of services on their IEP unless otherwise noted in the  
2 CBA.

3 19.1.2 Co-teaching is defined as a model in which a general education  
4 teacher and a special education teacher regularly instruct, support  
5 and assess, in a general education setting, students with and  
6 without IEPs.

7 19.1.3 Specialized Academic Instruction includes direct instruction and  
8 indirect service, such as consultation with general education  
9 teachers, program development/individualization, modification of  
10 curriculum, and planning with related service by staff who possess  
11 a Special Education credential.

12 **19.2 Joint Special Education Committee**

13 19.2.1 Both parties agree to a Joint Special Education Committee (JSEC)  
14 to address and make good faith effort to resolve District-wide  
15 special education issues that are non-bargainable. This committee  
16 shall be made up of eight (8) individuals, four (4) of which shall be  
17 appointed by the District and four (4) shall be appointed by HTA.

18 19.2.2 The District shall appoint a co-chair and HTA shall appoint a co-  
19 chair. Meeting chair responsibilities shall rotate between the  
20 District and HTA. Meeting agendas shall be created jointly  
21 between co-chairs.

22 19.2.3 Issues raised in the JSEC meeting shall be supported by relevant  
23 data, if applicable.

24 19.2.4 The JSEC shall meet at least four (4) times throughout the school  
25 year. The first meeting shall occur no later than the fourth week of  
26 August. At the final committee meeting of the school year, the  
27 Committee shall schedule the first meeting of the following year.

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

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

**19.3 Instructional Aides**

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

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

**19.4 Scheduling of IEP Meetings**

19.4.1 The District shall make every effort to schedule IEP team meetings within the Unit Member's regular duty day and outside of their preparation period.

19.4.2 If the IEP team meeting goes beyond the regular contractual hour, Unit Members shall be compensated at the Extra Duty Rate (Appendix C-4) upon the submission of a Hemet Unified time card.

19.4.3 Case Managers shall ensure that members of the IEP team are properly invited with advance notice (10 days), when practicable.

**19.5 Inclusive Practices**

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

19.5.2 All Special Education Teachers shall be provided applicable core curriculum training.

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1       19.5.3 Additionally, site administration shall take into consideration all  
2               instructional programs on campus when planning for ancillary  
3               materials and equipment.

4       **19.5.4 Co-Teaching Practices**

5               19.5.4.1 Participation in a Co-Teaching model shall be on a  
6               voluntary basis year to year.

7               19.5.4.2 Unit Members participating in the Co-Teaching model  
8               shall receive separate and distinct evaluations as outlined  
9               in Article 15 of the Collective Bargaining Agreement  
10              (CBA).

11             19.5.4.3 The number of students with IEPs (not including those  
12               who have a speech only IEP) in the co-teaching class shall  
13               not exceed twelve (12) special education students whose  
14               goals are tied to that specific content area as determined  
15               by the Special Education Department Chair in  
16               consultation with Administration (excluding electives and  
17               PE).

18             19.5.4.3.1 Participation in this model shall be on a voluntary  
19               basis year to year.

20             19.5.4.3.2 One or both of the teachers in this model must hold a  
21               clear credential or equivalent.

22             19.5.4.3.3 Every effort shall be made to provide common  
23               planning time for co-teaching partners.

24             19.5.4.3.4 Both Unit Members assigned to co-teaching classes  
25               shall participate in instruction within the classroom  
26               on a daily basis. Substitute teachers for either Unit  
27               Member shall be provided due to an absence,  
28               including during IEP meetings. If a substitute is not

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available, the District shall follow its substitute protocol.

19.5.4.3.4.1 At no time, shall either teacher be used as substitute coverage during a period in which they are assigned to Co-Teach.

19.5.4.4 Prior to or concurrent with the implementation of the Co-Teaching model, both the special education and general education teachers shall be trained in the Co-Teach model. If such training occurs outside of the normal work hours, such training shall be voluntary and teachers shall be compensated at the Extra Duty Rate Appendix C-4.

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

**19.7 Speech Language Pathologist Caseloads**

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

19.7.1 The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to preschool. For the purposes of

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calculating caseloads, preschool children shall count as 1.25 students.

**19.8 School Psychologist Caseloads**

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

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

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

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

19.9.1 Programs that fall under Mod/Severe include but are not limited to (Autism and Functional Skills) If a Bargaining Unit Member should exceed the caseload limits outlined above for more than fifteen (15) consecutive work days, that bargaining unit member shall be entitled to caseload compensation everyday thereafter for each student case above the contract limits at the rate of ten (10) dollars per student, per day until the day that Bargaining Unit Member

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no longer exceeds the number of caseload limits prescribed in 19.9.

19.9.2 Administration will work collaboratively with the Special Education teachers at the site to distribute student cases in excess of caseload limits outlined in 19.9

19.9.3 At the end of each calendar month, Bargaining Unit Members who are over the caseload limits outlined in 19.9 shall meet with their administrator to confirm the details of the overage(s) and the compensation they are due and, after administrative approval, subsequently submit that information to Payroll for processing and payment on the next pay warrant.

19.9.4 In the event of a disagreement in 19.9 the Assistant Superintendent of Human Resources (or designee) and the HTA President shall be included in the discussion to assist in seeking resolution.

**19.10 Case Management**

19.10.1 Special Education classroom teachers who are providing core instruction and also manage a caseload shall receive an annual stipend as outlined in Appendix C-4.

19.10.2 Special Education classroom teachers may request release time for the purposes of case management.

**19.11 Extended School Year (ESY)**

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

19.11.2 ESY is a voluntary assignment for Unit Members.



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19.11.3 ESY assignments shall be compensated at the summer school rate in Appendix C-4.

**19.12 Special Education Teacher Site Collaboration Time**

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

**19.13 Evaluation**

19.13.1 Psychologists and Behavior Specialists shall be evaluated by the immediate supervisor.

19.13.2 Speech Language Pathologists shall be evaluated by the immediate supervisor.

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

**ARTICLE 20: CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM**

**20.1 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.

**20.2 Criteria for Nomination and Selection.**

The Instructional Improvement Grant Committee, as set forth in Article

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

20.2.1 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.

20.2.2 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.

**20.3 Grant Selection Committee.**

20.3.1 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.

20.3.2 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.

20.3.3 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.

20.3.4 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.

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

20.3.6 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.

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

**20.4 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 21: LOTTERY REVENUE**

21.1 Twenty percent (20%) of any lottery check received by the District shall be allocated to work sites based on the FTE certificated Bargaining Unit Members assigned to that site. This money may be used for equipment, supplies, capital outlay, employee inservice or student field trips.

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21.2 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 22: SAVINGS**

22.1 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 23: CONCERTED ACTIVITIES**

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

23.2 The Association recognizes the duty and obligation of its officers, agents, and members to comply with the provisions of this Agreement and

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1       therefore shall make every effort to induce all Unit Member to do the  
2       same. In the event of concerted action or other interference with the  
3       operations of the District by Unit Members who are represented by the  
4       Association, the Association agrees to, in good faith, take all reasonable  
5       steps necessary to cause those Unit Members to cease such action.

6   23.3   It is understood by the parties that any employee violating this Article  
7       may be subject to discipline, including termination, by the District.

8   **ARTICLE 24: ABSENCE TO ATTEND MEETINGS**

9   24.1   Upon approval of the Superintendent or designee, absence with pay may  
10       be granted to full-time Unit Members covered by the Agreement to attend  
11       meetings of a professional educational nature related to their  
12       assignments.

13   24.2   Unit Members who attend a meeting or conference by administrative  
14       assignment shall be entitled to reimbursement for appropriate expenses.

15   24.3   Unit Members are encouraged to accept leadership roles in professional  
16       educational organizations. However, before accepting such positions, Unit  
17       Members should check with the District Superintendent or designee  
18       regarding obligations of the District for release time or expenses. Travel  
19       expenses may be allowed on a reasonable basis for Unit Members holding  
20       official positions in professional educational organizations related to their  
21       assignment. If an organization pays travel expenses to its officers, no  
22       claims on District funds should be submitted.

23   24.4   No conference fees, enrollment fees, or payment of any kind which will  
24       constitute dues to any organization or entitle an Unit Members to the  
25       benefits equivalent to an annual membership may be reimbursed from  
26       District funds.

27   24.5   Upon prior approval of the Superintendent or designee, absence with pay  
28       may be granted to Unit Members for the purpose of fulfilling civic

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responsibilities. This pertains primarily to situations regarding public relations wherein the school assumes partial responsibility in a group endeavor.

**ARTICLE 25: EFFECT OF AGREEMENT; ENTIRE AGREEMENT**

25.1 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.

25.2 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 26: NONDISCRIMINATION**

26.1 **Nondiscrimination.** In the administration of the Agreement, the District will not discriminate against a Unit Member in their employment relationship with the District for any reason prohibited by state or federal discrimination statutes.

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

26.3 **Reasonable Accommodation.** In the administration of this Agreement, the District and the Association will provide reasonable accommodations

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to qualified Unit Members 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.

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

26.3.1.1 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 Unit Members;

26.3.1.2 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 Unit Members;

26.3.1.3 Before implementing any accommodation which requires a waiver of a term or condition of this Agreement, obtain from the Association the Association's written agreement to waive such term or condition.

26.3.2 Notwithstanding the above, in the event the District and Association cannot reach an agreement over an accommodation

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which must out of necessity require a waiver of a term or condition of employment, the District may implement such an accommodation if it can demonstrate that there exists no other viable alternative of accommodation that does not create an undue hardship and which does not require a waiver of a provision of the contract.

26.3.3 Agreement by the District or the Association to a particular accommodation shall not oblige either the District or the Association to accept the same or similar accommodation for any other instance.

26.4 **Waiver of Contractual Rights.** If an Unit Member claiming a violation of this Article elects to proceed to an administrative agency or to court after the filing of a grievance or at any time prior to an arbitrator issuing a decision pursuant to Article 6 of this Agreement, the grievance shall be considered withdrawn.

**ARTICLE 27: COMPLETION OF MEET AND NEGOTIATION**

27.1 During the term of this Agreement, the Association expressly relinquishes the right to meet and negotiate further with respect to any matter, whether or not covered in this Agreement. During the term of this Agreement, if the Association and District mutually agree, negotiations may be reopened with respect to any matter, whether or not covered in this Agreement.

27.2 Executed as set forth in 1.2 above

Hemet Unified School District



Hemet Teachers Association, CTA-NEA





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**Appendix A**

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2024 TEACHER SALARY SCHEDULE

	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Designated Subjects Credential	Designated Subjects Credential + 15	Designated Subjects Credential + 30	B.A. Degree	B.A. + 30	B.A. + 45 or M.A.	B.A. + 60 incl M.A. or M.A. + 15	B.A. + 75 incl M.A. or M.A. + 30	B.A. + 90 incl M.A. or M.A. + 45 or Doctorate
<b>1</b>	49,339	51,796	54,388	66,417	67,834	70,104	74,189	78,280	
<b>2</b>	51,319	53,874	56,567	66,932	68,362	72,808	77,055	81,497	
<b>3</b>	53,357	56,023	58,831	67,450	70,701	75,468	79,920	84,707	
<b>4</b>	55,499	58,271	61,186	67,966	73,032	78,176	82,785	87,928	
<b>5</b>	57,717	60,600	63,630	70,163	75,354	80,848	85,641	91,135	
<b>6</b>	60,029	63,024	66,177	72,356	77,694	83,537	88,512	94,353	
<b>7</b>	62,423	65,549	68,821	74,555	80,048	86,236	91,363	97,570	
<b>8</b>	62,423	68,146	71,578	78,951	82,381	88,916	94,235	100,772	
<b>9</b>					87,037	91,615	97,103	103,994	
<b>10</b>						94,288	99,960	107,200	
<b>11</b>						99,674	105,680	110,415	
<b>12</b>								113,629	
<b>13</b>								117,270	
<b>16</b>								120,019	122,423
<b>18</b>								122,844	125,301
<b>20</b>								125,818	128,330
<b>22</b>								132,137	134,783

**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: 7/1/2023  
 BOARD APPROVED: 07/18/2023  
 186 PAID DAYS  
 11 PAY FREQUENCY  
 12.03% INCREASE

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**Appendix B-1**

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2024 COUNSELOR SALARY SCHEDULE

	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	66,417	73,059	74,618	77,115	81,607	86,110	
2	66,937	73,625	75,197	80,087	84,762	89,646	
3	67,452	74,194	77,771	83,015	87,911	93,180	
4	67,966	74,764	80,337	85,993	91,061	96,720	
5	70,163	77,182	82,888	88,931	94,205	100,248	
6		79,589	85,463	91,890	97,363	103,787	
7		82,010	88,052	94,860	100,500	107,328	
8		86,846	90,619	97,806	103,659	110,848	
9			95,740	100,777	106,811	114,394	
10				103,716	109,956	117,919	
11				109,643	116,248	121,455	
12						124,992	
13						128,997	
16						132,021	134,665
18						135,128	137,831
20						138,397	141,163
22						145,352	148,261

**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: 7/1/23  
 BOARD APPROVED: 07/18/2023  
 196 PAID DAYS  
 11 PAY FREQUENCY  
 12.03% 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, 2022 to June 30, 2025

**Appendix B-2**

HEMET UNIFIED SCHOOL DISTRICT  
2023-2024 PSYCHOLOGIST SALARY SCHEDULE

	<b>A</b>	<b>B</b>	<b>G</b>
	CRED.	CRED + M.A.	CRED + M.A. + 15
1	104,599	111,855	
2	107,783	115,435	
3	110,956	118,992	
4	117,307	122,561	
5		126,128	
6		130,170	
16		133,224	135,888
18		136,357	139,083
20		139,658	142,446
22		146,674	149,609

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: 7/1/23  
BOARD APPROVED: 07/18/2023  
196 PAID DAYS  
11 PAY FREQUENCY  
12.03% INCREASE

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
 July 1, 2022 to June 30, 2025

**Appendix B-3**

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2024 SPEECH & LANGUAGE THERAPIST SALARY SCHEDULE

	A	B	G
	BA	MA Completed	MA +15 or BA +90 INC MA
1	101,932	109,002	
2	105,035	112,488	
3	108,124	115,957	
4	114,313	119,436	
5		122,909	
6		126,849	
16		129,823	132,423
18		132,879	135,538
20		136,095	138,814
22		142,932	145,795

SALARY SCHEDULE 118  
 EFFECTIVE: 7/1/23  
 BOARD APPROVED: 07/18/2023  
 11 PAY FREQUENCY  
 191 PAID DAYS  
 12.03% INCREASE

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
 July 1, 2022 to June 30, 2025

**Appendix B-4**

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2024 NURSE SALARY SCHEDULE

	B	C	D	E	F	G
	B.A. DEGREE	B.A. + 30	B.A + 45 or M.A.	B.A + 60 incl M.A. or M.A. + 15	B.A + 75 incl M.A. or M.A. + 30	B.A. + 90 incl M.A. or M.A. + 45 or Doctorate
1	76,187	77,613	79,895	84,002	88,115	
2	76,707	78,144	82,613	86,885	91,349	
3	77,227	80,496	85,288	89,763	94,578	
4	77,745	82,841	88,011	92,644	97,815	
5	79,956	85,172	90,695	95,516	101,041	
6	82,158	87,527	93,401	98,402	104,274	
7	84,369	89,892	96,116	101,268	107,508	
8	88,787	92,239	98,807	104,155	110,728	
9		96,919	101,520	107,038	113,969	
10			104,207	109,913	117,190	
11			109,626	115,662	120,423	
12					123,655	
13					127,314	
16					130,080	132,493
18					132,918	135,390
20					135,907	138,435
22					142,264	144,921

**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: 7/1/23  
 BOARD APPROVED: 07/18/2023  
 187 PAID DAYS  
 11 PAY FREQUENCY  
 12.03% Increase

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
 July 1, 2022 to June 30, 2025

**Appendix B-5**

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2024 AGRICULTURE SALARY SCHEDULE

	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Designated Subjects Credential	Designated Subjects Credential + 15	Designated Subjects Credential + 30	B.A. Degree	B.A. + 30	B.A. + 45 or M.A.	B.A. + 60 incl M.A. or M.A. + 15	B.A. + 75 incl M.A. or M.A. + 30	B.A. + 90 incl M.A. or M.A. + 45 or Doctorate
1	59,684	62,656	65,792	80,343	82,057	84,803	89,745	94,694	
2	62,079	65,170	68,428	80,956	82,696	88,074	93,212	98,585	
3	64,545	67,770	71,167	81,593	85,525	91,292	96,677	102,468	
4	67,136	70,489	74,015	82,217	88,345	94,568	100,143	106,365	
5	69,819	73,306	76,972	84,875	91,154	97,800	103,598	110,244	
6	72,616	76,239	80,053	87,527	93,985	101,053	107,071	114,137	
7	75,512	79,293	83,251	90,188	96,832	104,318	110,520	118,028	
8	75,512	82,435	86,586	95,505	99,654	107,560	113,994	121,902	
9					105,287	110,825	117,463	125,799	
10						114,058	120,919	129,677	
11						120,573	127,839	133,567	
12								137,454	
13								141,859	
16								145,184	148,092
18								148,602	151,574
20								152,199	155,238
22								159,843	163,044

**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 125**

**EFFECTIVE DATE: 07/01/2023**

**BOARD APPROVED:**

**225 PAID DAYS / 11 PAY FREQUENCY**

**12.03% INCREASE**

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
July 1, 2022 to June 30, 2025

**Appendix C 2023-2025**

**Appendix C-1**

HEMET UNIFIED SCHOOL DISTRICT  
2023-2025 EXTRA PAY SCHEDULE

Except as otherwise noted, **extra pay** for extra services will be computed on a percentage of **Classification E, Step 6**. Amounts will be rounded off to the nearest \$1.00.

**I. Ratio of Teaching Salary:**

		<b>Work Year Responsibility</b>		
	<b>Work Year</b>	<b>Factor</b>	<b>Factor</b>	<b>Ratio</b>
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 Bargaining Unit Member's regular salary for the period during which the teacher performs the extra period assignment. Compensation for extra period assignments commences the first contract day the teacher receives the assignment.			
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.
- Formula:  **$((\text{Annual Salary}/186)/6)*2*36$**

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
 July 1, 2022 to June 30, 2025

**Appendix C-2\***

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2025 EXTRA PAY SCHEDULE

**I. Fixed Amounts Per Assignment:**

	<b>High School</b>	<b>Percentage</b>	<b>Salary</b>
Academic Coach	5%	per year	\$ 4,426.00
Athletics			\$
Director of Athletics (Hamilton 6-12 Only)	8%	per year	\$ 7,081.00
Head Varsity Football Coach	8%	per assignment	\$ 7,081.00
All other Head Varsity Coaches	7%	per assignment	\$ 6,196.00
All Assistant Coaches	5%	per assignment	\$ 4,426.00
Band Advisor	8%	per year	\$ 7,081.00
BARR Advisor	6%	per year	\$ 5,311.00
Career Technical Student Organizations (CTSO) Advisor	4%	per year	\$ 3,540.00
Chorus Advisor	6%	per year	\$ 5,311.00
Dance Team Advisor	3%	per year	\$ 2,655.00
Debate Coach	3%	per year	\$ 2,655.00
Department Chairperson			
Department with 7 or more members	5%	per year	\$ 4,426.00
Department with 4-6 members	4%	per year	\$ 3,540.00
Department with 3 or less members	3%	per year	\$ 2,655.00
Drama Advisor	6%	per year	\$ 5,311.00
Driver Training		per pupil trained	\$ 106.94
Driver Training Coordinator	5%	per year	\$ 4,426.00
Flag & Banner Advisor	4%	per year	\$ 3,540.00
Journalism Advisor	7%	per year	\$ 6,196.00
Pep Squad Advisor	4%	per year	\$ 3,540.00
Pep Squad Assistant Advisor	3%	per year	\$ 2,655.00
Scholarship Advisor	3%	per year	\$ 2,655.00
Speech Coach	3%	per year	\$ 2,655.00
*Student Activities Director	12%	per year	\$ 10,621.00
*Hamilton 6-12	8%	per year	\$ 7,081.00
Yearbook Advisor	7%	per year	\$ 6,196.00
	<b>Continuation High School</b>	<b>Percentage</b>	
Sports Coordinator	3%	per year	\$ 2,655.00
Yearbook Advisor	5%	per year	\$ 4,426.00

\*Treated as creditable per STRS guidelines. Adopted: 07/18/23



Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
 July 1, 2022 to June 30, 2025

**Appendix C-3\***

HEMET UNIFIED SCHOOL DISTRICT  
 2023-2025 EXTRA PAY SCHEDULE

<b>Middle School (Excluding Hamilton 6-12)</b>		<b>Percentage</b>			
Academic Coach	5%	per year	\$	4,426.00	
Athletics					
Director of Athletics [no release time]	3%	per year	\$	2,655.00	
Head Coach	2%	per assignment	\$	1,770.00	
Band Advisor	5%	per year	\$	4,426.00	
Chorus Advisor	5%	per year	\$	4,426.00	
Department Chairperson					
Department with 7 or more members	5%	per year	\$	4,426.00	
Department with 4-6 members	4%	per year	\$	3,540.00	
Department with 3 or less members	3%	per year	\$	2,655.00	
Drama Advisor	3%	per year	\$	2,655.00	
Flag and Banner Advisor	3%	per year	\$	2,655.00	
Journalism Advisor	3%	per year	\$	2,655.00	
Pep Squad Advisor	3%	per year	\$	2,655.00	
Student Council/Activities Advisor	5%	per year	\$	4,426.00	
Yearbook Advisor	3%	per year with class	\$	2,655.00	
	6%	per year without class	\$	5,311.00	
<b>Elementary Schools Grades TK-5</b>		<b>Percentage</b>			
Band Advisor	4%	per year	\$	3,540.00	
Chorus Advisor	4%	per year	\$	3,540.00	
General Ed. With Combo Classes		Per year	\$	1,500.00	

\*Treated as creditable per STRS guidelines.  
 Adopted: 07/18/23

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
July 1, 2022 to June 30, 2025

**Appendix C-4\***

HEMET UNIFIED SCHOOL DISTRICT  
2023-2025 EXTRA PAY SCHEDULE

<b>Elementary Schools Grades K-8</b>		<b>Percentage</b>
Refer to Elementary Schools Grades K-5 above		
<hr/>		
<b>6-8 Grades</b>		
Refer to Middle School section above		
<hr/>		
<b>School Psychologists, SLP's, and Counselors, Behavior Specialist</b>		
<hr/>		
National Board Certified	per year	\$750
<hr/>		
<b>Special Education Teachers</b>		
<hr/>		
Caseload Management	per year	\$1,500

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

**I. Hourly Wage:**

Adult Education/Independent Study	.058%	\$51.34 per hour
Detention Duty	.055%	\$48.68 per hour
New Teacher Orientation	.055%	\$48.68 per hour
Home & Hospital	.080%	\$70.81 per hour
Extra Duty Rate	.080%	\$70.81 per hour
Saturday School at Extra Duty Rate	.080%	\$70.81 per hour
Summer School at Extra Duty Rate	.080%	\$70.81 per hour

**STIPENDS & HOURLY WAGES**

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

**211 EFFECTIVE:** 7/1/22

**BOARD APPROVED:** 07/18/23

\*Treated as creditable per STRS guidelines.

Adopted: 07/18/23

**Appendix C-5\***

HEMET UNIFIED SCHOOL DISTRICT  
2023-2025 EXTRA PAY SCHEDULE

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

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

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

**II. Compensation For Involuntary Transfers**

Shall remain for the duration for the involuntary transfer (Article 10.6.11 Collective Bargaining Agreement)

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

**III. Mileage Reimbursement**

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

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

Stipend for BCLAD - \$750 per year.

**V. \*Stipend for Earned Doctorate**

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

**VI. \*Stipend for NBPTS Certification**

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

\*Treated as creditable per STRS guidelines.  
Adopted: 07/18/23

**Appendix C-6\***

HEMET UNIFIED SCHOOL DISTRICT  
2023-2025 EXTRA PAY SCHEDULE

**I. Substitute Service Compensation**

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

- a) Beginning the 2023-2024 school year, secondary teachers who provide substitute coverage for another employee during his/her assigned preparation period shall be paid at a \$75 flat rate per coverage on the next pay warrant.
- b) On those occasions when a teacher in a self-contained class takes students from another class because a substitute has not been provided for an absent teacher, the teacher shall be paid at a \$75 flat rate per day on the next pay warrant.
- c) Such service shall first be solicited on a voluntary basis. In the event that no volunteer can be obtained, employees may be assigned on an occasional basis.
- d) For 2022-2023 only, for secondary teachers' who have accrued compensatory time off may be granted in portions of one (1) period or more upon prior approval by the principal or designee. Under normal circumstances, employees may be permitted to take no more than two (2) consecutive days of compensatory time off. Under unusual circumstances and upon written application, a principal may authorize up to three (3) consecutive days of compensatory time off.

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

- e) No compensation time may be taken the last two (2) weeks of each semester except upon prior approval by the principal.
- f) At the end of the 2022-2023 school year, remaining compensatory time shall be paid out at the flat rate of \$75 per compensatory period and sections (d) and e of this Appendix shall be removed. Furthermore, all references to "comp time" or "compensatory time" shall be removed entirely from the Collective Bargaining Agreement.

\*Treated as creditable per STRS guidelines.  
Adopted: 07/18/23

**Appendix C-7**

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

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

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

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

**1.0 Eligibility**

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

- (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 (1) year shall receive a program stipend of \$1,500 annually.

- (a) During this one (1) year time frame, this teacher shall actively prepare to implement the DLI program.

3.3 Eligible teachers who are hired for the DLI program, but are not currently teaching or preparing to teach in a DLI classroom within one (1) year, shall receive a program stipend of \$500 annually.

- (a) These teachers shall actively participate in the implementation of the schoolwide DLI program.

3.4 All participating teachers in the DLI program shall also receive the annual BCLAD stipend of \$750 as outlined in Appendix C-5 of the Collective Bargaining Agreement.

3.5 Annual program stipends shall be distributed in equal monthly payments.



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

6/21/2023

Date



Tamara Jaimez  
Interim Lead Negotiator, HTA

6/21/2023

Date

## **Appendix D**

Hemet Unified School District

### **HEALTH & WELFARE BENEFITS**

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

[www.hemetusd.org/apps/departments/](http://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/](http://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 employees are presumed to have worked 1,250 hours unless the District can prove otherwise.

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

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

#### **Reasons for Taking Leave:**

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

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

**Hemet Unified School District & Hemet Teachers Association, CTA-NEA**  
**Collective Bargaining Agreement**  
**July 1, 2022 to June 30, 2025**

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

FMLA and/or CFRA leave may be taken intermittently or on a reduced-work schedule where medically necessary or where the treating physician indicates that the employee is needed to care for the ill family member on an intermittent basis. Where the leave is to care for a new child, the leave must be taken in at least two-week increments except on two occasions. Both parents of the new child may take up to twelve (12) weeks of bonding leave.

**Advance Notice and Medical Certification**

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

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

**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.



**Hemet Unified School District & Hemet Teachers Association, CTA-NEA**  
**Collective Bargaining Agreement**  
**July 1, 2022 to June 30, 2025**

**Enforcement:**

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

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

**For Additional Information:**

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

## Appendix G

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

**STANDARD ONE:**

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

**STANDARD TWO:**

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

**STANDARD THREE:**

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

**STANDARD FOUR:**

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

**STANDARD FIVE:**

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

**STANDARD SIX:**

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

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

Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
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**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**

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

- 1.1 Select Co-Chairs that consist of one (1) representative from HTA and one representative from the District. The Co-Chairs shall jointly create the agenda for all Insurance Committee meetings.
- 1.2 Review all expenditures from the HTA Holding Account to confirm that the funds are being used in accordance with the Agreement and with the terms of the Plan.
- 1.3 Review the results of the annual audit of the HTA Holding Account.
- 1.4 Review the Benefit Plan Budget, and make recommendations to the Superintendent and HTA Executive Board on adjustments to be made to Unit Members' monthly contributions.
- 1.5 Make recommendations to the HTA Executive Board as to the choice of carriers, plan designs and cost containment suggestions associated with major medical, dental, vision, life insurance and voluntary products. All recommendations are subject to approval by the HTA Representative Council and/or HTA membership. Once approved, HTA Executive Board will forward the recommendation(s) to the Superintendent.
- 1.6 Review and make recommendations to the Superintendent and HTA Executive Board as to the use of HTA's waive dollars (the negotiated CAP amount that the District contributes to the HTA Holding Account for all employees who opt out of District offered benefits) to offset the costs of all health and welfare expenditures. The District shall follow decisions made by the HTA Executive board that are based on the recommendations from the Insurance Committee.
- 1.7 Ensure that any recommended plan designs and uses of waive dollars are compliant with all applicable laws, do not create legal compliance issues for the District, and are cost neutral to the District.
- 1.8 Conduct, in conjunction with the Purchasing Department, a Request for Proposal (RFP) at least once every three (3) years for all broker services that are related to Health and Welfare benefits, including major medical, dental, and vision, life insurance and voluntary products, unless the committee agrees that an RFP may be waived one time for a period not to exceed two (2) years. The Purchasing Department's RFP shall include input on the criteria by the committee.
- 1.9 Develop a set of criteria for each RFP. The Committee shall interview all responsible and responsive candidates and make a recommendation to the Superintendent and HTA Executive Board as to their choice of broker/JPA. After verification that the process has been followed, the

**Hemet Unified School District & Hemet Teachers Association, CTA-NEA**  
**Collective Bargaining Agreement**  
**July 1, 2022 to June 30, 2025**

Superintendent will forward the Agreement(s) for broker services to the HUSD Governing Board for approval.

- 1.10 The Insurance Committee may obtain other benefits through the agreed upon broker, JPA or Trust.
- 2.0 No vendor selling voluntary products may have access to Unit Member personal information or shall be allowed on work sites to sell products unless approved by the insurance committee.
- 3.0 All communication regarding approved voluntary products shall be jointly created by the insurance committee prior to being sent out to Unit Members.
- 4.0 The names of the appointed members of the Insurance Committee and alternates shall be recorded in the minutes of the first meeting of the school year.
  - 4.1 An alternate may attend all meetings of the Insurance Committee, but may only vote in the meeting if a regular member of the team is not present.
  - 4.2 A quorum shall be considered present if two (2) members appointed by HTA are present and at least one (1) member appointed by HUSD is present.

## **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.

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**Collective Bargaining Agreement**  
July 1, 2022 to June 30, 2025

- (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 and one (1) predesignated alternate appointed by the HTA President and two (2) District representatives and one (1) predesignated alternate appointed by the 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, 2022 to June 30, 2025

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 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, 2022 to June 30, 2025**

- (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 – Tuition Reimbursement**

MEMORANDUM OF UNDERSTANDING

between

HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS ASSOCIATION

Speech and Language Pathologist Tuition Reimbursement Program

**Effective November 1, 2016**

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

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

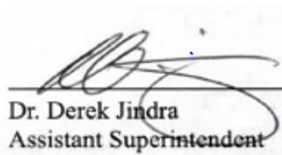
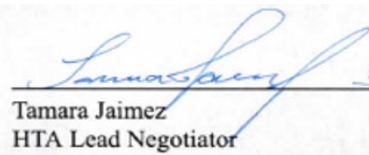
1.0 Eligibility

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

2.0 Incentive Payment

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

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

 Dr. Derek Jindra Assistant Superintendent	 Tamara Jaimez HTA Lead Negotiator
3/11/22 Date	3/11/22 Date

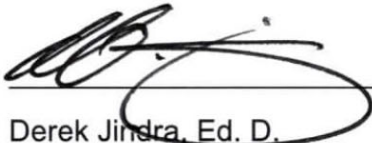
**MOU – Saturday School Pay**

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

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

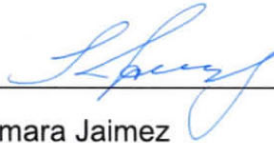
The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") concerning pay for Saturday school.

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

  
Derek Jindra, Ed. D.  
Assistant Superintendent

Date

5/24/22

  
Tamara Jaimez  
HTA Lead Negotiator

Date

5/24/22

**MOU – School Counselor Work Year Calendar**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN HEMET UNIFIED SCHOOL DISTRICT (HUSD)**

**AND THE HEMET TEACHERS ASSOCIATION (HTA)**


**School Counselor Work Year Calendar**

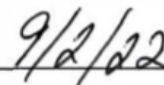
The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding School Counselor work year calendar.

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

  
\_\_\_\_\_  
District

  
\_\_\_\_\_  
HTA

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**MOU –Transitional Kindergarten**

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED SCHOOL  
DISTRICT

AND

THE HEMET TEACHERS ASSOCIATION

Transitional Kindergarten

**April 20, 2022**

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

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

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



10/3/2022

Dr. Derek Jindra  
Assistant Superintendent

Date



9/29/2022

Tamara Jaimez  
HTA Lead Negotiator

Date



Hemet Unified School District & Hemet Teachers Association, CTA-NEA  
**Collective Bargaining Agreement**  
July 1, 2022 to June 30, 2025

**MOU – Designated Subjects CTE Teaching Credential Salary Schedule and Placement**

MEMORANDUM OF UNDERSTANDING  
between  
HEMET UNIFIED SCHOOL DISTRICT and HEMET TEACHERS  
ASSOCIATION  
Designated Subjects Teaching Credential Salary Schedule and  
Placement

Effective July 1, 2023

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

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

**1.0 Salary Schedules**

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


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


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

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

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

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

  
\_\_\_\_\_  
Dr. Derek Jindra                      Date  
Assistant Superintendent

  
\_\_\_\_\_  
Tamara Jaimez                      Date  
Interim Lead Negotiator, HTA

**Hemet Unified School District & Hemet Teachers Association, CTA-NEA**  
**Collective Bargaining Agreement**  
 July 1, 2022 to June 30, 2025

## Exhibit 1

### Designated Subjects CTE Credential Salary Schedule

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

UNITS AFTER B.A. ARE SEMESTER UNITS  
 186 workdays

**MOU –BESTT/AUTISM STIPEND**

**HEMET TEACHERS ASSOCIATION  
AND  
HEMET UNIFIED SCHOOL DISTRICT  
BESTT/AUTISM STIPEND**

June 15, 2023

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

**RECITALS**

- A. The Parties share a desire for the District to successfully recruit and retain quality Educators for the BESTT and District Recognized, Regionalized Autism classes..
- B. The Parties believe that adding two stipends will aid in those efforts.
- C. The Parties agree to offer the stipends on a trial basis.

**THE DISTRICT AND HTA AGREE AS FOLLOWS:**

- 1. Effective July 1, 2023 through June 30, 2025, the District shall offer 2 stipends (BESTT) and District Recognized, Regionalized Autism class. Both stipends shall be \$6,000 annually, paid monthly.
- 2. To receive the BESTT stipend, a bargaining unit member must be teaching in the BESTT program.
- 3. To receive the Autism stipend, a bargaining unit member must be teaching in the District Recognized Regionalized Autism programs/classes.
- 4. The stipends shall be paid only for time teaching in the BESTT program or District recognized regionalized Autism program.
- 5. This MOU shall expire June 30, 2025.



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

6/21/2023

Date



Tamara Jaimez  
Interim Lead Negotiator, HTA

6/21/2023

Date