

# Tentative Agreement for Ratification 2025-2026 & 2026-2027

All proposed changes are in **red**. Language that is to be removed has been ~~struck through in red~~. If **additional language is being added it is in red**.

Articles to be reviewed:

[Article 1: Agreement](#)

[Article 7: Hours of Employment](#)

[Article 8: Health and Welfare Benefits](#)

[Article 9: Salaries](#)

[Article 10: Transfer and Reassignment of Personnel](#)

[Article 12: Leaves](#)

[Article 13: Safety Conditions](#)

[Article 14: Class size](#)

[Article 15: Employee Evaluation and Observation  
Procedures](#)

[Article 16: Complaint Procedure](#)

[Article 19: Special Education](#)

[Article 27: Completion of Meet and Negotiations](#)

[Appendices](#)

## **Final TA 1/8/2026, 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~~ 2025, through June 30, ~~2025-2028~~. The contract is closed for the 2025-2026 and 2026-2027 school years. For the 2027-2028 school year, 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, T~~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.

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

## Final TA 1/8/2026, ARTICLE 7: HOURS OF EMPLOYMENT

### 7.1 Classroom Teachers

7.1.1 **Work Year.** There will be four (4) non-student days prior to the school year: two (2) Professional Development days, one (1) meeting day, and one (1) teacher prep day. There will be one (1) non-student teacher prep day immediately preceding the spring semester. There shall also be dedicated time on the professional development days and/or the meeting day, to complete the annual required training such as Keenan. There shall be one (1) non-student day calendared at the end of the first semester; that day is for finalizing student grades and preparing for second semester. The work year shall be as provided for on the school calendar, and shall not exceed 186 days.

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

7.1.3 **Work Day.** Unit Members shall be on the work site prior to the beginning of the student's regular school day in accordance with the before school duty schedule in effect at the site to which the Unit Member is assigned, and shall remain on the worksite after the students' regular school day ends in accordance with the after school duty schedule in effect at said site and in keeping with the district-wide duty day. If program assignments are such that different Unit Members' assignments require different daily beginning and ending times, these times will be determined by the District, however each such assignment shall be in compliance with 7.1.4 below.

7.1.4 In accordance with past practices, it is recognized that the total amount of time regularly required to be spent at a school site by 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. **Teachers working at multiple sites shall not be assigned more than the above allotted duty time. Bargaining Unit Members at multiple sites shall work with their administration to divide the duty minutes amongst the sites.**

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, administration may adjust the affected Unit Members' duty minutes to account for the overage, within the given month. In the alternative the members affected will be time carded at the extra duty rate, for the extra time covered above their normal duty schedule.

#### 7.1.7 **Duty Day Chart**

	Minutes
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Grade		Regular Day	Late Start/Early Release
TK/Kindergarten	Instructional Time	306	<del>466</del> 186
(Elementary)	Prep	55	<del>55/50</del> 105 (Not consecutive)
	Before/After	40	<del>50</del> 30
	Meeting	-	80
Total		401	401
1-3	Instructional Time/Prep	325	230/50
(Elementary)	Recess, Before/After	76	41
	Meeting	-	80
Total		401	401
4-5	Instructional Time/Prep	336	230/50
(Elementary)	Recess, Before/After	65	41
	Meeting	-	80
Total		401	401
6-8	Instructional Time	346	266
(Middle School)	Passing, Before/After	55	55
	Meeting	-	80
Total		401	401
9-12	Instructional Time	346	266
(High School)	Passing, Before/After	55	55
	Meeting	-	80

Total		401	401
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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 Teachers providing preparation time, (e.g. music teachers, elementary physical education teachers) in TK-8 schools shall receive prep time in the same manner as elementary teachers at the same site.

7.1.10.1 The duty minutes described above will not be applicable on field trip days, where hours may be modified to comply with required supervisory times. ~~Elementary specialists, such as 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 before or 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 before or 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 therapists,

behavior specialists, 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.~~ No Unit Member shall be required to work more than 90 minutes per evening event.

7.4.1.1 District based personnel as outlined in 10.1.8 shall be required to attend no more than two (2) evening events per year, as outlined above, irrespective of the number of sites served. These events shall be identified no later than thirty (30) calendar days after the commencement of the school year.

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 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.

### **7.8.2 Kindergarten Workday:**

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

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

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

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

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

## **7.9 Nurses**

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

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

7.9.3 Any work performed by a nurse outside of the contracted work year or duty 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 and TB screening services for students and

~~staff TB/Hepatitis B services.~~ Extra Duty opportunities may be offered to nurses to provide staff TB 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 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.

7.9.10.1 If Nurses are needed for ESY, they may volunteer to provide coverage and/or conduct student assessments and shall be paid at the Extra Duty Rate outlined in contract.

7.9.10.2 When a Nurse 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 outlined in contract. This shall be voluntary.

7.9.11 Dedicated time at the beginning of the work year, as determined by the District, shall be provided to complete the annual required training such as Keenan.

7.9.12 If a Nurse is on Long Term/Extended leave, the District shall endeavor to provide a substitute, prior to redistribution. If a substitute is not secured, administration will seek volunteers from the current Nurses to complete additional responsibilities during or after their workday beyond their regular assigned duties. Nurses who volunteer shall be compensated at the Extra Duty Rate. The District retains the right to redistribute so long as the ratio can be maintained and no substitute or volunteer is procured and the job duties can safely be performed, student needs are appropriately met, and the job duties are completed within the contract duty day.

## 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 a substitute is not secured, the District administration will seek volunteers from the current psychologists to complete additional assessments, reports, etc. during or after their workday beyond their caseload. Psychologists who volunteer shall be compensated at the Unit Member's per diem rate.
- 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 Unit Members per diem rate.
- 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 Unit Members per diem rate. This shall be voluntary.

7.10.7 School Psychologists and Behavior Specialists shall not be required to substitute for a position outside of their current role except in cases of emergency such as a natural disaster or threat to school facilities.

7.10.8 Dedicated time at the beginning of the work year, as determined by the District, shall be provided to complete the annual required training such as Keenan.

## 7.11 Counselors

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

7.11.1.1 Commencing in the 2024-2025 school year, the 10 additional days that counselors work beyond the teacher work year shall be distributed as follows:

~~i.~~ 7.11.1.1.1 Administration shall schedule ~~six (6)~~ five (5) days immediately prior to the beginning of the teacher work year. No more than two (2) of these days shall be utilized for Professional Development. Up to two (2) of these days may be adjusted if the member participates in the scheduled extra duty district professional development days per Article 9.1.5.

~~ii.~~ 7.11.1.1.2 Administration shall schedule one (1) day immediately after the end of the teacher work year.

~~iii.~~ 7.11.1.1.3 ~~Three (3)~~ Four (4) 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.

7.11.2 When a Counselor is on Long Term/Extended illness leave or a vacancy has occurred (at least fifteen (15) consecutive work days) the District shall endeavor to provide a substitute.

7.11.2.1 In the event of a long-term absence/vacancy where a substitute can not be secured, administration shall redistribute the caseload/other duties to other School Counselors at the site. A monthly stipend of \$350 shall be paid in increments of the 50 students until the vacancy is filled (i.e. 501-550 = \$350, 551-600 = \$700, etc.) as outlined in Article 14.7.

7.11.2.2 At the secondary level, the number of days necessary to invoke the stipend shall be reduced to ten (10) consecutive work days (occurring during a single work year) if the long term absence/vacancy occurs at the beginning and/or close of each academic semester.

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 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.

7.11.6 School Counselors shall not be required to substitute for a position outside of their current role except in cases of emergency such as a natural disaster or threat to school facilities.

## 7.12 Speech Language Pathologists

7.12.1 The work year of the Speech Language Pathologists shall be 191 days.

- 7.12.2 Speech Language Pathologist's additional five (5) days shall be distributed as follows: one (1) day prior to the start of the teacher work year, one (1) day after the end of the teacher work year and they shall be able to flex the additional three (3) days, 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.
- 7.12.3 If a Speech Language Pathologist is on Long Term/Extended leave, the District shall endeavor to provide a substitute, prior to redistribution. If a substitute is not secured, the District shall seek volunteers from the current Speech Language Pathologists to complete additional assessments, reports, etc. during or after their workday beyond their caseload. Speech Language Pathologists who volunteer shall be compensated at the Extra Duty Rate outlined in contract. The District retains the right to redistribute so long as the ratio can be maintained and no substitute or volunteer is procured and student needs are appropriately met and the job duties are completed within the contract duty day.
- 7.12.4 Speech Language Pathologists shall not be required to work "Extended School Year" (ESY). If Speech Language Pathologists are needed for ESY they may volunteer to provide coverage and/or conduct student assessments and shall be paid at the Extra Duty Rate outlined in contract.
- 7.12.5 When a Speech Language Pathologist 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 outlined in contract. This shall be voluntary.
- 7.12.6 Speech Language Pathologists shall not be required to substitute for a position outside of their current role except in cases of emergency such as a natural disaster or threat to school facilities.



7.12.7 Dedicated time at the beginning of the work year, as determined by the District, shall be provided to complete the annual required training such as Keenan.

### 7.13 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 at the extra duty rate.

### 7.43 14 Grade Submission.

~~7.43~~ 14.1 All classroom teachers shall utilize a District approved Learning Management System (e.g., Google Classroom)

~~7.43.4~~ 14.2 **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.

~~7.43.2-14.3~~ **Elementary Grade Submission.** Quarter 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 excluding end of the year Quarter four (4). 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.

~~7.43.3 All classroom teachers shall utilize a District approved Learning Management System (e.g., Google Classroom)~~

### 7.44 15 Shared Certificated Contracts

7.4415.1 Only elementary teachers will be considered for a shared teaching assignment. Secondary teachers may apply for partial assignments.

7.4415.2 “Shared Assignment/Contract” will be defined as splitting (sharing) a duty day or a duty week. (Sharing on a semester basis will be handled through a leave of absence procedure.)

7.4415.3 A teacher who is interested in a shared teaching assignment shall be responsible for identifying another teacher who would be interested in sharing a contract. The District shall not be required to locate a partner for an interested teacher.

7.4415.4 The two teachers interested in sharing an assignment must develop an instructional plan to be presented to the site and district-level administration for approval.

7.4415.5 Following approval at site level, the principal will forward the request to his/her supervisor for district-level review, and recommendation to the Governing Board.

7.4415.6 Both teachers involved in a shared assignment will be responsible for attending such activities as staff meetings, parent conferences, open houses, etc.

7.4415.7 Salary and fringe benefits will be prorated according to the percentage basis of the shared contract.

## **7.4516 Alternative Work Day/Week Schedule**

### **7.4516.1 Special Education Preschool Teachers**

7.4516.1.1 Teachers will teach two 180-minute sessions (morning and afternoon) per day for a total of 360 instructional minutes four days a week.

7.4516.1.2 Teachers will be provided a 30-minute duty-free lunch.

- 7.~~45~~16.1.3 Teacher total duty minutes will be 435 minutes (7 hours 15 minutes) per day four days a week.
- 7.~~45~~16.1.4 Teachers will work 310 duty minutes (5 hours 10 minutes) one day a week (every other week) to align with the District's collaboration calendar and utilize this time for IEP meetings, preschool staff meetings, collaboration, and preparation time.
- 7.~~45~~16.1.5 The start time of sessions and duty times (days and times) will be coordinated by the District Special Education Department.
- 7.~~45~~16.1.6 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.~~45~~- 16.1.6.1 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.~~45~~16.1.7 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.~~45~~16.1.8 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.~~45~~16.1.9 Leave days (including sick leave, personal necessity, and discretionary days) will be deducted as follows: 1) Extended days (four days) – 9.2 hours and 2) Shortened days (remaining fifth day) – 6.4 hours.

## **7.4516.2 Western Center Academy**

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

7.4516.2.1 Workday Schedule for WCA Middle School Teaching Staff. The middle school duty day for teachers is 401 minutes including a daily prep period and before/after passing time and excluding lunch.

7.4516.2.2 WCA teachers serving in grades 6-8 will not exceed a 401 minute duty day, however, allocation of duty day minutes will be flexible.

7.4516.2.3 Teachers will teach 346 instructional minutes per day, including passing, to allow for extended specialized lab periods.

7.4516.2.4 Additionally, teachers will receive a daily prep time of 40 (forty) minutes before school. Teachers will not be required to supervise students except during passing time totaling 15 minutes per day. Required after school time will be 10 minutes.

7.4516.2.5 Teachers will receive 26% of a sixth period assignment for additional instructional minutes. All other provisions of 7.1.1 and 7.1.6 shall remain in full force and effect for certificated Unit Members assigned to the Western Center Academy.

## **7.4516.3 Inclement Weather and Other Emergency Days**

7.4516.3.1 Under the direction of the Superintendent or designee, the District may cancel classes when deemed in the best interest

of students due to inclement weather or other emergency. On such days when classes are not held, all Certificated Bargaining Unit Members at the affected school(s) shall not report for duty.

7.4516.3.2 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.

7.4516.3.3 Unit Members who have already arrived on campus may be directed to remain during a closure to supervise students. If the closure occurs on a non-student day, Unit Members shall not be required to remain at the site.

7.4516.3.4 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.

7.16.3.5 The District shall be compliant with Senate Bill 153 by creating and maintaining an Instructional Continuity Plan to be included in the School Safety Plan.

#### **7.4617 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.

##### **7.4617.1 Purpose and Definition**

7.4617.1.1 The purpose of collaboration time is to ensure that all students learn at high levels. Collaboration is defined as school staff

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

#### **7.4617.2 Schedule and Workday**

7.4617.2.1 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.

7.4617.2.2 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.

7.4617.2.3 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.

7.4617.3 Collaboration shall be incorporated within the certificated work day.

7.4617.4 The District shall make a reasonable effort to minimize scheduling elementary teacher trainings on early start/late release Wednesdays.

7.4617.5 In accordance with the chart at Article 7.1.7, the certificated work day shall consist of 401 minutes plus a duty free lunch of not less

than 30 minutes. Ten (10) minutes shall be added to each work day (for a total of 401 minutes per day). Thirty (30) minutes shall be reallocated from weekly instructional minutes to collaboration time.

#### **7.4617.6 Meeting Type and Purpose**

7.4617.6.1 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.

7.4617.6.2 The meetings will be designated and scheduled as follows:

<b>Meeting Type</b>	<b>Topic and Structure</b>	<b>Facilitation</b>	<b>% of Annual Collaboration/Staff meetings</b>
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.

**7.4617.6.3 Site Leadership Designed Collaboration:** Site Leadership shall set the agenda and meeting location. The agenda shall reflect the district and school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) how the intended outcomes of the meeting relate to student achievement. Administration shall solicit input from staff prior to creating meeting topics for each semester. The site leadership created topics shall be guided by input received.

**7.4617.6.4 Teacher Collaboration:** Teachers shall set the agenda and an on-campus meeting location (unless an off-campus District site is pre-approved by the Principal) for the Teacher Collaboration time. This agenda will reflect the school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) how the intended outcomes of the meeting relate to student achievement; (4) administrative support needed to accomplish the intended outcomes; and (5) submission of the agenda for the next meeting for administrative input. After a teacher collaboration session, the team shall provide minutes to the administration based on the agreed upon components and the next week's agenda no later than the Friday following the collaboration meeting.

**7.4617.6.5** HUSD and HTA will jointly create an agenda/minutes template to be used for teacher collaboration meetings. This shall be reviewed on an annual basis.

**7.4617.6.6 Alternative Schedule**

**7.4617.6.6.1** In certain instances over the course of the school year, collaboration/staff meetings may not occur (i.e. calendared minimum days, vacation days, elementary conferences, teacher planning day(s); the last day of school), and these dates shall not be considered in



calculating the annual percentages described above.  
Refer to the Board approved calendar for reference.

7.4718 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.

7.18.1 Commencing with the 2024-2025 school year, Agriculture Teachers will be compensated in 12-monthly pay warrants instead of the standard 11-month pay warrants for other certificated bargaining unit members.

7.18.1.1 All non-benefit-related employee payroll deductions will follow the certificated HTA standard, which is currently 11thly.

7.18.1.2 Insurance premiums for major medical, dental, vision and group life shall be deducted 12thly.

7.18.1.3 Insurance premiums for voluntary products will follow the certificated HTA standard, which is 10thly.

## **Final TA 1/8/2026 ARTICLE 8: HEALTH AND WELFARE BENEFITS**

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

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

8.1.2 Effective July 1, ~~2023~~ 2026 the maximum contribution for health benefits (the CAP) shall increase by \$2,150 to ~~42,000~~ \$14,150 which is the equivalent to 1.51% ~~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.

## Final TA 1/8/26 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.~~

9.1.1 Effective July 1, 2025, all certificated bargaining unit salary schedules shall be increased by 4.25%.

9.1.1.1 A one-time off-schedule payment of 2% of base salary shall be made to all certificated bargaining unit members currently employed by HUSD at the time of Board approval of this agreement, prorated for partial-year service.

9.1.2 Effective July 1, 2026, all certificated bargaining unit salary schedules shall be increased by 1.5%.

~~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. Article 8.1.2 and Articles 9.1.1 and 9.1.2, inclusive, close negotiations for Article 8 and Article 9 for 2025-2026 and 2026-2027 negotiation years.

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

~~only for all Unit members who work in special education to participate in District directed professional development. The Unit members in paid status at the time of the training shall participate and be compensated at their per diem rate. The Unit members shall submit a timecard for these workdays outside of their work year calendar by the 5th day of the month following the training. The District and the Association shall collaborate on the selection of these days. No leaves can be used in lieu of participation to receive compensation and no leave shall accrue on these days.~~

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

~~9.1.5 Two (2) voluntary professional development days shall be added for the 2024-2025 year only for all Unit members to participate in District directed professional development. The Unit members in paid status at the time of the training shall submit a timecard for these workdays outside of their work year calendar by the 5th day of the month following the training. The District and the Association shall collaborate on the selection of these days. No leaves can be used in lieu of participation to receive compensation and no leave shall accrue on these days.~~

## **9.2 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) years and is granted as one (1) year of credit for two (2) years of experience.~~

**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.

- 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 school year shall advance one (1) step for each two (2) years of such service. **Effective September 1, 2024, any member in paid status, including those on sub-differential pay, shall have this time included towards their salary schedule advancement.**

- 9.3.2 **Course Work.** To qualify for advancement to a higher salary classification, the

following must apply:

9.3.2.1 Course work must be taken from an accredited institution.

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

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

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

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

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

9.3.2.7 **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 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.
- 9.9.3 The positions selected shall be posted at the local school site for a minimum of five (5) working days.
- 9.9.4 Employees shall submit a letter of application to the principal for specific positions and shall be interviewed by the principal or designee.
- 9.9.5 Employees may share/split positions subject to the approval of the principal.



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

(Note: The updated salary schedule below is accepted and is to be updated in the appendix)

APPENDIX: B-2

HEMET UNIFIED SCHOOL DISTRICT			
Psychologist and Behavior Specialist		2024-2025	
	A	B	G
	Cred.	Cred + M.A.	Cred + MA + 15
1	105,718	113,052	
2	108,936	116,670	
3	112,143	120,265	
4	118,562	123,872	
5		127,478	
6		131,563	
7		132,879	
8		134,207	
9		135,549	
10		136,905	
11		138,274	
12		139,657	
13		141,053	
16		145,285	148,191
18		149,643	154,133
20		154,133	158,757
22		158,757	163,519

**Appendix B-2 (2024-2025)**

HEMET UNIFIED SCHOOL DISTRICT  
2024-2025 PSYCHOLOGIST SALARY SCHEDULE

	A	B	G
	CRED.	CRED. + M.A.	CRED. + M.A. + 15
1	105,718	113,052	
2	108,936	116,670	
3	112,143	120,265	
4	118,562	123,872	
5		127,478	
6		131,563	
16		134,649	137,342
18		137,816	140,571
20		141,152	143,970
22		148,243	151,210

APPENDIX: B-3

(Note: The updated salary schedule below is accepted and is to be updated in the appendix)			
HEMET UNIFIED SCHOOL DISTRICT			
SPEECH LANGUAGE PATHOLOGIST		2024-2025	
	A	B	G
	BA	MA completed	Ma+15 or BA +90 incl MA
1	103,023	110,168	
2	106,159	113,692	
3	109,281	117,198	
4	115,536	120,714	
5		124,224	
6		128,206	
7		129,488	
8		130,783	
9		132,091	
10		133,412	
11		134,746	
12		136,093	
13		137,454	
16		141,578	144,409
18		145,825	148,742

20		150,200	153,204
22		154,706	157,800

**Appendix B-3 (2024-2025)**

HEMET UNIFIED SCHOOL DISTRICT  
2024-2025 SPEECH & LANGUAGE THERAPIST SALARY SCHEDULE

	<b>A</b>	<b>B</b>	<b>G</b>
	BA	MA Completed	MA +15 or BA +90 incl MA
<b>1</b>	103,023	110,168	
<b>2</b>	106,159	113,692	
<b>3</b>	109,281	117,198	
<b>4</b>	115,536	120,714	
<b>5</b>		124,224	
<b>6</b>		128,206	
<b>16</b>		131,212	133,840
<b>18</b>		134,301	136,988
<b>20</b>		137,551	140,299
<b>22</b>		144,461	147,355

## Final TA 9/5/25, ARTICLE 10: TRANSFER AND REASSIGNMENT OF PERSONNEL

### 10.1 Definitions:

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

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

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

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

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

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

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

10.1.8 **District-Based Personnel** are Nurses, Speech Language Pathologist, School Psychologists, Behavior Specialists, Adaptive PE, Teacher on Special Assignment (e.g. Learning Improvement Site Support Specialist, Teaching and Learning Specialist, 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 **so long as a replacement has been hired. If transfer has not occurred during the school year, the Bargaining Unit Member shall start the new assignment at the beginning of their next work year, regardless of replacement hiring.** 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.

**10.2.3.1** 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:

- 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 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 site administrators. The Unit Member shall be compensated in their current daily rate of pay per day.

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

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

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

10.3.12 The Superintendent may involuntarily transfer a Unit Member if their behavior has created a conflict at the site (excluding with Administration)



resulting in an environment that is hostile, threatening, discriminatory and/or disruptive to a Unit Member's duties. The Superintendent shall meet with the Association President to outline the reason(s) for the proposed transfer.

10.3.12.1 Prior to the involuntary transfer of a Unit Member in 10.3.12 the Superintendent or designee and the Association President or designee, shall attempt to informally resolve the conflict between the parties. If a Unit Member refuses to participate in the conflict resolution, or if the resolution attempt is unsuccessful, the Unit Member can be involuntarily transferred.

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 C-5-Compensation 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:

- 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 individual or group input as appropriate, from the teachers at the reduced grade level team(s). Administrators may seek input using different methods such as email, Google form, personal meeting etc.

10.4.3.3 A Unit Member identified for reassignment shall be notified in writing, if requested, 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.

10.4.6 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.

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

## **10.5 Counselors**

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

## **10.6 District-Based Personnel**

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

10.6.2 In the event District Based Personnel outlined in section 10.1.8 need to be moved from one site to another due to District, professional, or student need, District Administration shall seek input from these members before making the change.

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

10.6.4 Behavior Specialists, School Psychologists and Speech Language Pathologists shall meet with their immediate supervisor to provide input into their site assignment for the following school year. Final assignments shall be determined by immediate supervisor using the following criteria:

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

B.) Number of ~~special-education~~ students with IEPs at the site(s) and taking into account particular student need- ~~including but not limited to assessments and service minutes.~~

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, ~~or designee,~~ shall be consulted ~~to explore alternative options. In the event a unit member is assigned to more than two (2) sites the Association President, or designee, shall be consulted to discuss available supports for the affected unit member(s).~~

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).

10.6.8.1 If an assignment changes during the school year, the Unit Member shall be allowed two (2) days of release time to break down their existing office and set up their new office (if applicable), gather necessary materials and to collaborate with personnel and discuss the current IEP meeting schedules at both sites. The Unit Member may request a third day for the purpose of getting oriented with scheduling and understanding the assignment.

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

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.

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

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

## 10.7 **Extra Duty Opportunities**

10.7.1 Site-Based: For all site based extra duty positions at sites (e.g. credit recovery, grade level leads, department chairs, AVID coordinator) excluding

high school head athletic coaches and summer school positions: Notices of all known and District funded extra duty opportunities for the following school year shall be emailed to the members at respective sites by Administration or designee by May 1 of each school year. For extra duty opportunities identified after May 1 of each school year, notification via email shall be sent as soon as possible. All postings shall be for five (5) workdays.

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

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

10.7.2 High School Head Athletic Coaches: The District shall post and recruit for high school head athletic coaches separately. Postings shall be made internally via email, and may be posted for outside candidates simultaneously. Bargaining Unit candidates who meet minimum requirements as determined by the posting shall receive an interview prior to any non-bargaining Unit candidates. In the event no qualified Bargaining Unit candidates are found, as determined by the District, classified employees or walk-on coaches may be considered.

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

#### 10.7.3 District-Based Extra Duty Position

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

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

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

## **10.8 District Reorganization:**

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

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

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

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

10.8.4 Any Unit Member at a work site where the work calendar changes, e.g., regular to year-round or year-round to regular, who is unable to be

accommodated by the voluntary transfer procedure the first year, shall be granted a voluntary transfer the following year.

#### 10.8.5 Release Time

10.8.5.1 If a Unit Member is involuntarily transferred pursuant to this section, 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.

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

10.8.5.3 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.

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

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

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

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

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



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

## **Final TA 9/5/2025 Article 12: LEAVES**

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

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

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

12.1.3 **Summer School Sick Leave.** A full-time teaching assignment for summer school teachers shall be four (4) or more hours per day for five (5) days per week. Each summer school teacher is entitled to sick leave

according to the schedule below. Unit Members not working a full-time assignment shall be entitled to pro-rated leave benefits:

<u>Hours Worked Per Summer Session</u>	<u>Sick Leave Earned</u>
35	1.75 hours
72	3.6 hours
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 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.

(8) Next of kin (nearest blood relative).

**12.2 Bereavement Leave.** Each Unit Member covered by this Agreement is entitled to five (5) days of bereavement leave, per death, with pay due to the death of any member of the Unit Member's immediate family. These days shall not be deducted from the Unit Member's sick leave and must be used within three (3) months of the passing 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, or reproductive loss (i.e. miscarriage, stillbirth, failed adoption, surrogacy fail, and in vitro fertilization fail). Additions to the definition of the Unit Member’s immediate family above will be made only at the discretion of the Superintendent or designee.

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

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

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

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

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

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

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

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

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

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

12.3.3.7 Up to ~~five(5)~~ **seven (7)** days of personal necessity leave may be taken at the Bargaining Unit Member's sole discretion for events serious in nature which under the circumstances the Unit Member cannot reasonably be expected to disregard and which require the attention of the Unit Member during her/his assigned hours of service. (These days may not be taken to extend school recesses or holiday weekends, without prior administrative approval, are non-cumulative, and are not subject to Article 12.3.2.)

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

- a. A Unit Member may not take more than 40 hours (paid and/or unpaid) each calendar year, or eight hours (paid/unpaid) in any calendar month of the year, for these purposes. This section shall apply to the parent, guardian or grandparent having custody, of one or more children in kindergarten or grades one to 12, inclusive, or attending a licensed day care facility.
- b. If both parents are employed at the same worksite, this entitlement as to one child applies at any one time, only to the parent who first gives notice to the employer, and the second parent may take a planned absence simultaneously as to that child only if she/he obtains the District's approval for the requested time off.
- c. If requested by the District, the Unit Member shall provide documentation from the school or licensed child day care facility as proof that she/he participated in school or licensed child day care facility activities on a specific date and at a particular time.

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

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

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

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

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

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

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

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

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

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

12.5.5 Pursuant to Education Code Section 44978.1, when an Unit Member has exhausted all available sick leave and Extended Illness Leave, and is not medically able to resume the duties of his or her position the Unit Member shall, if not placed in another position, be



placed on a reemployment list for a period of 24 months if the Unit Member is on probationary status, or for a period of 39 months if the employee is on permanent status. When the Unit Member is medically able during the 24- or 39-month period, the Unit Member shall be returned to Unit Member in a position for-

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

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

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

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

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

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

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

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

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

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

District. Failure to so notify will be considered an abandonment of position.

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

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

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

12.9.2 Unit Members who elect to ~~defer~~ **reschedule** 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 date(s) of jury duty served prior to receiving compensation under this section. Any jury fees received by the Unit Member shall be deducted from the amount paid to the Unit Member, but the Unit Member shall be entitled to retain any mileage reimbursement paid for the jury service.

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

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

**12.12 Catastrophic Leave.** Catastrophic leave pay may be available to a certificated Unit Member as set forth herein pursuant to the provisions of Education Code 44043.5 inclusive. Catastrophic leave pay shall consist of the amount of sick leave days that are donated to the affected certificated employees by other certificated Unit Member. “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 shall be made in blocks of one day per donating certificated employee. A certificated Unit Member who donates sick leave credits shall be required to have a sick leave

balance equivalent to ten (10) days following the donations. Donations will be calculated day for day.

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

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

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

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

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

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

12.15 **Military Leave.** A Bargaining Unit Member shall be entitled to full pay and benefits for the first 30 calendar days and a maximum of 30 days in any fiscal year, as required by Education Code 45059 and Military and Veterans Code 395,

when on military leave and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## Final TA 5/16/25 Article 13 - Safety Conditions

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

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

13.2.1 Education Code Section 44807.

13.2.2 Education Code Section 48910.

13.2.3 Education Code Section 49079.

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

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

13.5 Unit Members shall report to their immediate supervisor any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place and is related to any school activity. Unit Members are obligated to prepare any **written** reports required by the District relating to such incidents. The District will facilitate **appropriate and legal** actions against students or adults who abuse, assault, insult or upbraid employees. **Upon receiving a written report**, the District shall, ~~upon request~~, respond **in writing** to the affected Unit Member within ~~five (5)~~ **three (3)** working days **as to provide an update on the status of any investigation or action** ~~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.

**13.5.2 Unit members who are the victims of an assault or battery during the performance of their duties shall engage with administration to potentially initiate the workers' compensation process, which may include reimbursement for items on their**

person that were damaged in the course of performing their duties.

- 13.6 Upon the receipt of a written report, 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 in writing 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, including internet and non-internet-based options.
- 13.8 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.
- 13.89 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.~~ The purpose of the Safety Committee is to:
- Review the Unsafe Conditions Reports filed since the last meeting to identify trends/themes, and
  - Discuss items related to safety on a mutually created agenda established prior to the meeting.
- 13.89.1 Beginning with the 2019-20 school year, the Safety Committee shall send a joint communique regarding the law governing lactation accommodations to all employees. The communique shall be reviewed annually, prior to September 30th, and updated when necessary.
- 13.9.2 The Association President or designee shall appoint up to three (3) bargaining unit members to serve as representatives on the Safety Committee.
- 13.9.3 HTA shall inform the District of its appointees to the committee no later than August 30th of each year. The Committee shall meet at a minimum of four times per year with the first meeting occurring on or before September 30. Bargaining Unit Members shall receive a time card if the meeting is outside contract hours or be provided release time to attend meetings.
- 13.910 No Unit Member shall be required to perform duties under conditions which pose an immediate threat of serious physical harm to the Unit Member provided the Unit Member has reported the condition to her/his site administrator and exhausted reasonable means



to correct the condition. In exercising the foregoing right, Unit Members shall not neglect the responsibility to provide for the safety of students.

13.~~40~~11 The District shall indemnify and hold harmless from liability any Unit Member who performs, within the scope of her/his authority, specialized health care services. Unit Members shall receive proper and adequate training in those health care services they are asked to perform. Notwithstanding the above, and with the exception of nurses, no Unit Member will be required to perform catheterizations, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining. Nothing herein shall be interpreted as preventing a Unit Member from performing the health care services described herein if the Unit Member volunteers in writing and has received proper training from a certified specialist in these procedures.

13.~~44~~12 No Bargaining Unit Member shall be asked or directed to transport pupils in private vehicles.

13.~~42~~13 The District will inform employees of the scope of protection for personal liability under the District's liability coverage for Unit Members acting as agents of the District.

13.~~43~~14 Each Unit Member shall be given a copy of the school site's student discipline procedures at the start of the school year.

13.~~43~~14.1 In accordance with Education Code Section 48910, a Unit Member shall have the right to suspend a student from their class for that day and/or the day following, while providing students with disabilities their due process under the Individuals with Disabilities Education Improvement Act. Site handbooks shall contain Education Code 48910 and procedures relating to a Unit Member's suspension of a student.

13.~~44~~15 In accordance with Education Code Section 49079, the District shall notify a Unit Member of any pupil enrolled in her/his class who has engaged in, or is reasonably suspected to have engaged in, within the last three years, any of the acts subject to suspension or expulsion under the Education Code Section 48900 that are reportable under Section 49079 when such information is made known to the District. The District shall provide the information to the teacher through records the District maintains in its ordinary course of business or receives from a law enforcement agency. Any information received by a Unit Member pursuant to this section shall be received in confidence for the limited purpose for which it is intended and shall not be disseminated by the teacher. Violation of this confidentiality requirement by a Unit Member shall be grounds for discipline.

13.15.1 When any student is transferred due to disciplinary reasons from one school to another or from another District (intra- or inter- district administrative transfer)

the administration shall notify the relevant Bargaining Unit Member(s) at the new school of the reasons for the transfer, if legally disclosable and known, and any legally disclosable and known information in the student's background which is relevant to the unit members safety. Information not immediately available will be provided as soon as possible after receipt.

### 13.~~45~~16 Use of surveillance cameras

13.~~45~~16.1 In accordance with Education Code section 51512, the District may not place any electronic listening or recording device (including surveillance cameras) in any classroom of the elementary and secondary schools without the prior consent of the Unit Member and the principal of the school.

13.~~45~~16.1.1 The following applies to the use of surveillance cameras at school site areas outside of a classroom.

13.~~45~~16.1.2 Signs shall be posted disclosing the use of surveillance cameras.

13.~~45~~16.1.3 Surveillance cameras shall not be used as de-facto time clocks.

13.~~45~~16.1.4 Surveillance cameras shall not be used in any formal or informal observation/evaluation.

13.~~45~~16.1.5 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.~~46~~17 Ventilation

13.~~46~~17.1 HVAC units shall be inspected and filters shall be changed out on a regular schedule.

13.~~46~~17.2 Should Unit Members have a concern about air quality in their classroom, they shall notify site administration. Site Administration shall respond to the affected Unit Member within three (3) workdays as to what action has or will be taken to correct the issue.

13.~~46~~17.3 Maintenance and Operations shall notify site administration once the filters are completely changed. Unit Members may seek filter change information from their administrator.

### 13.~~47~~18 Heating and Air Conditioning

13.4718.1 In order to provide the best learning environment for students, Unit Members shall report a non-functioning heating or air conditioning unit to administration or designee. The District shall repair the unit as soon as practicable.

13.4718.1.1 Unit Members shall report any issues with classroom or occupied conditioned space 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.

13.19 Inspections

13.19.1 The District shall provide copies of the Safety/Fire Marshall Inspection reports when requested, if available.

13.20 No Bargaining Unit Member shall be required to enter the home of a parent and/or guardian or to otherwise meet with a parent and/or guardian at an off campus location. No Bargaining Unit Member shall be required to complete a home visit or wellness check.

13.21 The School Site Safety plans shall address emergency procedures that affect the school day. These plans shall be available for all members and reviewed annually and updated accordingly. Plans shall be shared no later than August 30th.

## Final TA 1/08/2026 Article 14 - Class Size

- 14.1 The District shall maintain a District-wide staffing ratio of twenty-nine (29) students or less per classroom teacher (measured by full-time equivalent teacher). This shall not be interpreted to mean that individual classes will not exceed twenty-nine (29) 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.

Beginning with the 2026-2027 school year, the annual average class enrollment for each school site shall not exceed 25.5:1 for grades K-3.

Beginning with the 2028-2029 school year, the annual average class enrollment for each school site shall not exceed 25:1 for grades K-3.

Beginning with the 2030-2031 school year, the annual average class enrollment for each school site shall not exceed 24.5:1 for grades K-3.

Beginning with the 2031-2032 school year, the annual average class enrollment for each school site shall not exceed 24:1 for grades K-3.

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.

- 14.3 In addition to the District-wide ratio of 29:1, as stated in 14.1, effective the 2025-2026 school year, no individual elementary class (defined as grades K-5 except for Cottonwood and Idyllwild, where it will be grades K-8 and Hamilton, where it will be defined as including only grades K-5) shall exceed thirty-three (33), except when to meet that limit, the District would be required to construct, modify or expand existing buildings, or modify transportation schedules. This will apply to regular classes and elementary planning time, including elementary physical education and elementary music classes. In the event special education students push-in to elementary PE and elementary music and the class size of thirty-three (33) is exceeded, an additional adult employee shall be

provided to the class for support for that class period. **Non-planning time** Music classes; **ete.** are not affected by this provision.

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

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

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

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

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

14.5 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.

14.6 School Counselors Staffing Formulas

14.6.1 The caseload for Counselors shall be as follows:

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

14.6.1.2 Comprehensive High School:

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

The Ninth (9th) Grade Building Assets, Reducing Risks (BARR) Counselor shall be assigned one per site (excluding Hamilton 6-12 and Alternative Education Programs) and receive a stipend per Appendix C-2 and excluded from 14.6.1.2.2.

14.6.1.2.2 If, on Census day or anytime thereafter, a High

School Counselor's caseload exceeds ~~the school counselor staffing formulas per section 14.6.1.2.1 students~~, a monthly stipend of \$350 shall be paid in increments of 50 students until the caseload number is met (i.e. 501-550=\$350, 551-600=\$700, etc.).

14.7 Nurses Staffing Formulas

14.7.1 The caseload for Nurses shall be ~~4:3,300~~1:2,900. This ratio includes all students enrolled within the school district including Western Center Academy, as well as preschool and non-public school students. Nurses assigned as a 1:1 will not be included in the ratio.

## **Final TA 5/16/25: 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.

- 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~~—~~and The California Standards for the School Counseling Profession.
- 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.
- 15.4 If conditions change which affect the elements upon which any evaluation may be based, either party may request an additional conference to discuss such changes.
- 15.5 Those Unit Members who are regularly scheduled to be evaluated will be notified by the appropriate management person prior to the evaluation. Such notice will contain an explanation of procedures for evaluations in addition to those set forth herein.
- 15.6 The evaluation shall assess a Bargaining Unit Member's competency as it reasonably relates to the following:
- 15.6.1 The progress of pupils toward standards as established by the District of expected pupil achievement at each grade level in each area of study and progress of pupils toward meeting the state adopted academic content standards as measured by state adopted criterion referenced assessments as described in Article 17.5. The measurement of pupil progress shall not include the use of publishers norms established by standardized tests;
  - 15.6.2 The instructional techniques and strategies used by the Bargaining Unit Member;
  - 15.6.3 The Bargaining Unit Member's adherence to curricular objectives;
  - 15.6.4 The establishment and maintenance of a suitable learning environment, within the scope of the Unit Member's responsibilities;
  - 15.6.5 And, to the extent not already covered in sections 15.6.1-15.6.4, the California Standards for the Teaching Profession and The California Standards for the School Counseling Profession (Appendix G).
- 15.7 A written report of formal Unit Member observations shall be maintained by the evaluator and presented at a conference to the Unit Member within ten (10) working days after the formal observation or such other date as is agreed to by the evaluator and evaluatee. This written record shall be known as the observation report. Commendations and/or recommendations shall be presented and discussed. The observation reports shall be



signed and dated by the Unit Member, and the Unit Member shall have the right to rebut in writing all or portions of such record. Any such rebuttal shall be attached to the observation report. Upon request a complete written copy of the observations shall be made available to the Unit Member at District expense. Nothing in this Article shall preclude classroom observations other than formal observations at any time.

- 15.8 The final evaluation should be provided to the Unit Member by April 1st, but in no event later than May 1st. The evaluator will discuss the evaluation with the Unit Member no later than ten (10) days after the presentation of the evaluation. The Unit Member must sign the evaluation signifying only that the Unit Member has read the document. The Unit Member shall be provided the opportunity to attach a written reaction or response which shall become part of the permanent records. A copy of the evaluation report shall be signed by the evaluator as well as the evaluatee. A copy of the evaluation report shall be given to the employee, at District expense, a copy shall be placed in the Unit Member's personnel file, and a copy retained by the evaluator. An Unit Member's refusal to meet over the evaluation within the prescribed timelines, or refusal to sign the evaluation form, shall be considered a waiver of these requirements by the Unit Member.
- 15.9 A permanent classroom teacher who receives an unsatisfactory rating in his/her final evaluation in areas of subject matter knowledge, teaching methods or instruction shall be evaluated in the succeeding year and shall participate in the District's Peer Assistance and Review (PAR) Program designed to improve the unsatisfactory performance. The PAR program structure is contained in Article 17. For the purposes of the PAR program, evaluations shall be completed by the appropriate site administrator or other administrative designee.
- 15.10 Pursuant to the provisions of this Article, an evaluation procedure for counselors and other non-classroom teacher Bargaining Unit Members shall be discussed between the assigned evaluator and Bargaining Unit Member at the beginning of each school year.
- 15.11 The District retains the ultimate responsibility for the evaluation and assessment of performance of each Unit Member, subject to the procedural requirements as set forth in this Article. Accordingly, grievances arising under this Article shall be limited to a claim that evaluation procedures 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.

## **Final TA 05/16/25: Article 16 - Complaint Procedures**

16.1 Complaints received by the site administrator, supervisor, a ~~central~~ District 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. It is noted that the handling and processing of certain complaints are subject to and outlined in state and federal law; these laws will take precedence over this article. The District shall attempt to remedy the issue at the lowest possible administrative level. If the complaint is outlined by state or federal law, the Bargaining Unit Member shall be notified of the timelines and processes that apply to their specific complaint.

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

16.2.1 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.

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

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

16.8 The Unit Member shall be given release time from non-instructional duty time to review and/or respond to a complaint and any material placed in the Unit

Member's personnel file. The date and length of the release time to be provided the Unit Member shall be subject to the approval of the site administrator.

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

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

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

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.~~

## **Final TA 01/08/2026 Article 19 Special Education**

### **19.1 Definitions**

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

19.1.2 Specialized Academic Instruction includes direct instruction and indirect service, such as consultation with general education teachers, program development/individualization, modification of curriculum, and planning with related service by staff who possess a Special Education credential. Examples of Specialized Academic Instruction include but are not limited to, push-in support, pullout support/instruction, self-contained classrooms etc.

19.1.3 “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 quantity of services on their IEP unless otherwise noted in the CBA.

19.1.4 “Case Managers” refer to any member who is responsible for coordinating and ensuring services and supports are in place and provided as determined by the student’s IEP, and may act as a liaison between the student’s teachers, parents, and other service providers. This person may also provide direct service to students on their caseload.

19.1.5 Push-In Practices: Students with Individual Education Programs are receiving Specialized Academic Instruction and/or related services in a general education setting.

19.1.6 Pull-Out Practices: Students with Individual Education Programs receiving services which are provided outside of the general education setting.

### **19.2 Joint Special Education Committee**

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

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

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

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

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

19.2.6 Individual special education concerns may be raised in 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.

19.4.4 The District shall provide coverage as needed for the release of the Special Education and/or General Education teachers when required to attend IEP meetings during regular instructional time.

### **19.5 Assurance of Materials**

19.5.1 All Special Education classrooms and related service providers, shall have all core instructional materials as afforded by the Williams Act.

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

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

## 19.6 Inclusive Practices

19.6.1 Inclusive Practices: Classes and systems that are designed to support academic instruction of students with Individualized Education Programs and/or specialized needs within the general education setting. Inclusive practices ensure that students are fully included and supported in the educational settings to which they are assigned.

19.6.2 Administration shall, where possible, work to create an equitable master schedule which allows for access to a variety of instructional offerings and options.

19.6.3 Students with IEP's shall, where possible, be distributed equitably among general education classes and course sections at each school site. Whenever the number of students with an Individual Education Program in the general education classroom exceeds 20% of the overall class size (excluding speech-only or students on consult/monitor), site administration shall meet with the general education teacher upon request, within 10 workdays. The purpose of this meeting is to develop and implement a class support plan.

## 19.6.4 4 Co-Teaching Practices

19.6.4 4.1 Participation in a Co-Teaching model shall be on a voluntary basis year to year.

19.6.4 4.2 Unit Members participating in the Co-Teaching model shall receive separate and distinct evaluations as outlined in Article 15 of the Collective Bargaining Agreement (CBA).

19.6.4 4.3 The number of students with IEPs (not including those who have a speech only IEP) in the co-teaching class shall not exceed twelve (12) special education students whose goals are tied to that specific content area as determined by the Special Education Department Chair in consultation with Administration (excluding electives and PE).

19.6.4 4.4 One or both of the teachers in this model must hold a clear credential or equivalent.

19.6.4 4.5 Every effort shall be made to provide common planning time for co-teaching partners.

19.6.4 4.6 Both Unit Members assigned to co-teaching classes shall participate in planning, assessment, grading, and instruction within the classroom on a daily basis. Substitute teachers for either Unit Member shall be provided due to an absence, including during IEP meetings. If a substitute is not available, the District shall follow its substitute protocol in effort to fill the absence.

19.6.4 4.7 At no time, shall either teacher be used as substitute coverage during a period in which they are assigned to Co-Teach.

19.6.4 4.8 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.

#### 19.6.5 Push-In Practices:

Students with IEPs receiving education in a general education setting. The general education teacher provides instruction to students with IEPs where the push-in service is named in the student's IEP. The teacher who has the student rostered to them is the teacher of record and shall assign grades. The special education teacher or instructional aide pushes in as determined by the IEP with students to meet specific IEP goals, to provide supports and services, and to provide scaffolding to access content; not to be a content area specialist. Whenever the number of students with an Individual Education Program in the general education classroom exceeds 20% of the overall class size (excluding speech only or students on consult/monitor), site administration will meet with the general education teacher upon request, within 10 workdays, to develop a class support plan.

#### 19.6.6 Pull-Out Practices:

Student services are provided outside of the general education setting by a special education service provider as determined by the student's IEP. The student goes to the pull-out provider's classroom or designated work space to work one-on-one or in a small group setting. The rostered teacher provides core instruction to students with Individual Education Programs (IEP) and is the teacher of record and assigns final grades. The special education teacher and or related service provider pulls out students to meet specific Individual Education Program goals and services. Special Education teachers and related service providers shall report on progress towards IEP goals.

19.6.6.1 Special education teachers shall not be used as substitute coverage during a period in which they are assigned push-in/pull-out services.

19.6.6.2 Substitute coverage shall be provided due to an absence, including during IEP meetings. If a substitute is not available, the District shall follow its substitute protocol in an effort to fill the absence. If an instructional aide is absent and responsible for services on that day, the district will make every effort to provide a substitute.



## 19.7 District-based Employee Supervision

19.7.1 District-based employees shall not be assigned supervision duty at their assigned school sites; though they may be called on to provide assistance in the event of an emergency.

## 19.8 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.

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

## 19.9 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 as determined by Census Day Data (1st Wednesday in October)

19.9.1 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.

19.9.2 Any portion of the School Psychologist's assignment that covers preschool shall not count in the ratio outlined in 19.9.

19.10 **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

Programs that fall under Mod/Severe include but are not limited to (Autism, Functional Skills, and Adult Transition Program). Special Education classroom teachers who are providing core instruction and also manage a caseload as noted above (a.k.a "Case Manager") shall receive an annual stipend as outlined in Appendix C-4.

19.10.1 ~~Programs that fall under Mod/Severe include but are not limited to (Autism, and Functional Skills, and ATP)~~ 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)~~ fifteen (15) dollars per

student, per day until the day that Bargaining Unit Member no longer exceeds the number of caseload limits prescribed in 19.910

19.10.2 Administration will work collaboratively with the Special Education teachers at the site to distribute student cases in excess of caseload limits outlined in 19.910.

19.10.3 At the end of each calendar month, Bargaining Unit Members who are over the caseload limits outlined in 19.10 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.

19.10.4 In the event of a disagreement in 19.10 the Assistant Superintendent of Human Resources (or designee) and the HTA President shall be included in the discussion to assist in seeking resolution.

#### ~~19.11~~ **Case Management**

~~19.11 12.1~~ Special Education classroom teachers who are providing core instruction and also ~~manage a caseload~~ serve as a case manager (a.k.a “Case Manager”) shall receive an annual stipend as outlined in Appendix G-4.

~~19.11.2~~ 10.5 Special Education classroom teachers may request release time for the purposes of case management.

19.42-11 **Special Education Class Size:** Effective July 1, 2026, the following site class size caps shall be maintained for the designated assignments:

Autism: 14 students

BESTT: ~~42-11~~ students

Elementary (Moderate/Severe): 14 students

Elementary (Mild/Moderate): 22 students

Secondary (Mild/Moderate): 22 students

Secondary (Moderate/Severe): 14 students

Adult Transition Program (Moderate/Severe): 14 students

19.4211.1 If a Bargaining Unit Member should exceed the class caps outlined above for more than fifteen (15) consecutive work days, that bargaining unit member shall be entitled to class cap overage compensation every day thereafter for each student roster-contact above the contract limits at the rate of Twenty (20) dollar per student, per day, retroactive to the first day of student enrollment, until the day that Bargaining Unit Member no longer exceeds the number of students rostered to them prescribed in 19.4211. No Bargaining Unit Member may exceed class size by more than three (3) extra students at one time.

19.~~42~~11.2 Administration will work collaboratively with the Special Education teachers at the site to distribute students in excess of caps outlined in 19.~~42~~ 11

19.~~42~~11.3 At the end of each calendar month, Bargaining Unit Members who are over the limits outlined in 19.~~42~~ 11 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.~~42~~11.4 In the event of a disagreement in 19.~~42~~ 11 the Assistant Superintendent of Human Resources (or designee) and the HTA President shall be included in the discussion to assist in seeking resolution.

#### 19.~~43~~12 Extended School Year (ESY)

19.~~43~~12.1 ESY is a service listed on a student's IEP.

19.~~43~~12.2 ESY is a voluntary assignment for Unit Members.

19.~~43~~12.3 ESY assignments shall be compensated at the summer school rate in Appendix C-4.

#### 19.~~44~~13 Special Education Teacher Site Collaboration Time

19.~~44~~13.1 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.~~45~~14 Evaluation

19.~~45~~14.1 Psychologists and Behavior Specialists shall be evaluated by the immediate supervisor.

19.~~45~~14.2 Speech Language Pathologists shall be evaluated by the immediate supervisor.

19.~~45~~14.3 Employee Evaluation and Observation Procedures in Article 15.10 shall apply to Psychologists, Behavior Specialists and Speech Language Pathologists

### Final TA 1/8/2026 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

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Hemet Teachers Association, CTA-NEA

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## Final TA 1/8/2026 Appendices

Appendix A (2025 - 2026) - (Update dates and cells in accordance with Article 9 for 2025/2026)

Appendix A (2026 - 2027) - (Update dates and cells in accordance with Article 9 for 2026/2027)

Appendix B-1 (2025 - 2026) - (Update dates and cells in accordance with Article 9 for 2025/2026)

Appendix B-1 (2026 - 2027) - (Update dates and cells in accordance with Article 9 for 2026/2027)

Appendix B-2 (2025 - 2026) - (Update dates and cells in accordance with Article 9 for 2025/2026)

Appendix B-2 (2026 - 2027) - (Update dates and cells in accordance with Article 9 for 2026/2027)

Appendix B-3 (2025 - 2026) - (Update dates and cells in accordance with Article 9 for 2025/2026)

Appendix B-3 (2026 - 2027) - (Update dates and cells in accordance with Article 9 for 2026/2027)

Appendix B-4 (2025 - 2026) - (Update dates and cells in accordance with Article 9 for 2025/2026)

Appendix B-4 (2026 - 2027) - (Update dates and cells in accordance with Article 9 for 2026/2027)

Appendix B-5 (2025 - 2026) - (Update dates and cells in accordance with Article 9 for 2025/2026)

Appendix B-5 (2026 - 2027) - (Update dates and cells in accordance with Article 9 for 2026/2027)

Appendix C (Title) - (Update the years of the contract)

Appendix C-1 (Strike the year - not needed)

Appendix C-2 (Update dates and add 2026-2027)

Appendix C-3 (Update dates and add 2026-2027)

Appendix C-4\* (Update dates and "per hour" and add 2026-2027)

Detention Duty / <del>Saturday School</del>	.055%	\$49.20 per hour
New Teacher Orientation	.055%	\$49.20 per hour
Home & Hospital	.080%	\$71.57 per hour
Extra Duty Rate / <del>Saturday School</del>	.080%	\$71.57 per hour

Summer School at Extra Duty Rate .080% \$71.57 per hour

Appendix C-5 (Strike the year - not needed)

Appendix C-6 (Strike the year - not needed. Remove paragraphs “d”, “e”, and “f”.)

Appendix C-7 (No changes)

Appendix D - (update links when available)

Appendix E - (No changes)

Appendix F - Intentionally left blank

Appendix G (Update in accordance with new language in contract)

Appendix H (No changes)

Appendix I (No changes)

Appendix J (No changes)