



Hesperia Teachers Association

2017-18

The Year in Review

A Summary of Some of the HTA Events

Grievances

1. Masters plus 15 Column

- **Status: Denied**
- Article 9B2e on page 13 of your contract states: Courses that count towards advancement on placement in columns must be graduate level courses.
- This is the only contractual reference in the movement of columns
- Though unsuccessful, we grieved the fact that in order to be placed in the final column of the pay schedule that an additional 15 units beyond the Masters must be completed after earning a Masters degree.
- We find this problematic because if a member takes a particular class before completing a Masters program it will not count towards salary advancement towards the last column, however if the member takes that IDENTICAL class after completing the Masters program then it will count. This does not make sense.
- The reason our grievance failed was that when it went to level 3 and was put before the board, the board ruled against us. For most grievances we would move then to level 4 and 5 if necessary, however, according to Article 18-C 4(c) "For issues regarding salary, health and welfare benefits and negotiations, this will be the final step in the grievance process". **It should be noted that ALL FIVE board members voted against us.**

2. Class size

- **Status: Closed**
- The Association filed a grievance on behalf of a grade level at an elementary site that had been over the agreed upon cap for some time.
- The Association felt that the administration used language that was intended as a way to provide flexibility to sites at the beginning of the year when more students than expected enroll and the site and district need time to adjust the classes (Article 14 B).
- Further, the district claimed that it is not a hard cap on class sizes even though their own documents that are submitted to the state denotes it is a hard cap and that has been our past practice.
- The Association feels strongly that it is in the best interest of students to not exceed the class size caps and in fact it is preferable to staff

sites so that there is room for growth and that the practice of maxing classes creates a continual crisis cycle that is not good for teachers or students.

- The teachers understandably were resistant to moving students to other classrooms and should be commended for their dedication to their students. However, the teachers and students should have never been put in this difficult position in the first place.
- The Association did not want to push the issue at such a late point in the school year, but did want to be sure that our position on the practice be communicated to the district office.

3. Assignment Denial (within site)

- **Status: Level 3**
- A member at a site requested a change in placement to a grade level that was open. Though fully qualified for the position, the member was denied the transfer and the position was instead opened for outside transfer and it was awarded to someone from outside of the district. The member is fully credentialed, deemed highly qualified by the state of California, and has experience in the grade level.

4. Transfer Denial (change in site)

- **Status: Level 3**
- A member applied for a transfer to a site for a position that the member is fully credentialed, deemed highly qualified by the state of California, and has experience in the grade level.
- Though the member was the sole applicant, the member was denied the position and it was awarded to someone from outside of the district.
- The reasons for the denial provided were arbitrary and without basis in fact, a clear violation of Article 15 B-4
- To further fuel the basis of the grievance, the applicant is currently a coach and President of HTA. All other coaches who applied to return to the classroom were placed in the positions they chose. This adds the further weight to a potential unfair labor practice (PERB), as it is illegal to target employees for union activity.

5. Evaluation for Members who have been Non-Reelected

- **Status: Initiated (Informal ready to move to Level 1)**
- It recently came to our attention that personnel has directed administrators to violate Article 16 C4 (a) and not provide non-reelected members with a Summative Report at least 30 days before the last scheduled day of work.
- This grievance is in the beginning process.

Representation

- Class size overage at some sites (multiple)
- Teacher/student mishap (multiple)
- Teacher disciplinary issues (multiple)
- Teacher Accommodations
- Catastrophic leave
- Instructional Leadership Corps
- Leadership Training (Fall Leadership, Negotiations, Elections, Treasurer, Human Rights and Equity, etc.)
- LCAP input
- Attending school board meetings
- Adoption materials
- Assessment Centers
- General Membership Trainings (Student Loan Forgiveness, Sped, SSC)

PERB

We are currently waiting for a decision from the Public Employees Relations Board (<https://www.perb.ca.gov/>) regarding the release of names to HTA of non-reelects. The reason we want these names is so that we can contact the members and provide support in a difficult time, and also to ensure that the non-reelect process was conducted correctly. We have assured the district that the privacy of our members is a priority but they cite privacy as a reason to not allow us access to the names. Currently we are only able to reach out to a small number of non-reelects using our site reps. In this process we found that at least one member was incorrectly non-reelect and now has earned permanent status. We don't know if there were others in this same situation because we are denied access to the names. In addition, we recently learned that the district has intentionally violated the contract by directing site administrators to not complete a final evaluation on teachers who have been non-reelect. We would have known this much sooner if we were given access to the names of the non-reelects. The district is not absolved of contractual obligations because it chose to not renew the contracts of some probationary members. Without the ability to contact these members we cannot direct them to the free legal advice if appropriate that is available to them. We are frustrated that we are unable to help these members to the best of our abilities due to this wall put in front of us by the district. In discussing this issue with other districts, we have found no district that withholds this information from the Association. Therefore, with the help and support of CTA, we filed an unfair labor practice and a hearing was held in February. HTA president Tom Kerman testified for over two hours. A decision should be coming soon, and we will be sure to share the results with membership whether or not it comes in our favor.

Negotiations:

Through tireless negotiations and in spite of growing pressure to settle for less, the team negotiated the following:

- 2017-18
 - 4% increase (retroactive to July 2017)
- 2018-19
 - 3% increase plus language that benefits members if funding is increased.
 - \$1000 increase on benefits

Over the last 6 years, our salary has increased a total of almost 30% plus a 2% bonus in 16-17, as well as an additional \$4500 added to the health and welfare cap.

- Over this time we actually received a total **raise** of nearly 24% as 5.86% of the increase was the result of the restoration language that HTA fought for when we took a pay cut during the budget crisis in 2010.
- The district and governing board at that time attempted to impose this as a permanent cut.
- HTA stood its ground, which resulted in the district declaring impasse, which took us to fact finding.
- Because of the efforts of HTA leadership, the negotiations team and the many members who came out in solidarity we were able to reduce the permanent 15% cut that the district was pushing for to less than 6% with restoration language.

- Class size Caps
 - TK-12 including electives at ALL secondary sites.
 - P.E. teachers will now receive assistance in overcrowded locker rooms.

- Deferred Net Pay can now be put into a fund of your choosing.
- Variance Waiver must be submitted before site schedule changes outside of the contract are implemented.
- Though we were unsuccessful in increasing the number of days categorized as NQA, we were able to add additional language for P/N Days to eliminate the denials that seemed to be occurring with greater frequency.

- Stipends:
 - All Varsity Coaches now receive Class A Stipends
 - “Choices” were put under Stipend Schedules to better accommodate “Site Based Management.”
 - Stipends for Elementary lead teachers



Hesperia Teachers Association

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The Year in Review Updated Information

Grievances

6. **Masters plus 15 Column**
 - **Status: Denied**

7. **Class size**
 - **Status: Closed**

8. **Assignment Denial (within site)**
 - **Status: Level 3**
 - No Change

9. **Transfer Denial (change in site)**
 - **Status: Level 3**
 - Hearing with the Board has been scheduled for August 6th during closed session.
 - **We encourage members to attend this meeting. If you would like to speak to the board on this issue, please come at 4:00 pm. Otherwise please come at 6 pm.**

10. **Evaluation for Members who have been Non-Reelected**
 - **Status: Initiated (Informal ready to move to Level 1)**
 - No change

Representation

- In addition to the incidents reported in our last report, we have received contacts from members with issues concerns since the 2017/18 school year ended and CTA legal services have been engaged.

PERB UPDATE!

The PERB case had been decided in our favor!

The decision is on our website (HESPERIATEACHERS.COM)

We are very pleased that the judge supported our right to provide our non-reelect teachers with support and tools to move forward.