



**AGREEMENT**

**Between the**



**HESPERIA UNIFIED SCHOOL DISTRICT**

**And**

**HESPERIA TEACHERS'  
ASSOCIATION/CTA/NEA**

**Effective April 21, 2008**

**through**

**June 30, 2010**

# AGREEMENT

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**ARTICLE ONE**

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**1. RECOGNITION**

A. The Hesperia Unified School District (hereinafter “District”) recognizes the Hesperia Teachers’ Association (hereinafter “HTA”) as the exclusive representative for all full-time and regular part-time certificated employees:

1. Represented Certificated Employees

- Classroom Teachers
- SDC/RSP Teachers
- Teachers on Special Assignment
- Nurses
- Speech Therapists
- ROTC Teachers

2. Non-Represented Certificated Employees

- Substitute Teachers
- Hourly Teachers
- Counselors
- Psychologists
- Personnel declared by District as Management or Supervisory

B. Unit Members, as used in this Agreement, refers to any employee who is included in the bargaining unit stated in Section "A" hereinabove.

**ARTICLE TWO**

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**2. DISTRICT RIGHTS**

- A. It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. District Rights include the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out for work other than regular classroom teaching; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate and promote.
  
- B. The District shall utilize appropriate disciplinary measures, including termination and suspension of Unit Members, as specified by law.
  
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

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**ARTICLE THREE**

**3. ASSOCIATION RIGHTS**

- A. HTA shall have the right to use the District mail service and/or email to the extent permitted by law and the right to use Unit Member mailboxes for communications to Unit Members without censorship by the employer. Items for general distribution for school mailboxes or posting must contain the date of posting or distribution and the identification of the organization, signed by the president or designee. A copy of the email, posting or distribution must be delivered to the principal prior to the posting or distribution. HTA will not post nor distribute information which is derogatory or defamatory of the District or its personnel. If so, it is subject to immediate removal by the District.
- B. HTA shall have the right to post notices of activities and matters of Association concern on HTA bulletin boards, at least one of which shall be provided by the Superintendent or his designee in each school site in an area frequented by Unit Members.
- C. HTA shall have the right to use school facilities including copy machines and equipment during reasonable hours for meetings and other Association activities, excluding political activities.
- D. Authorized HTA representatives shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times, provided that such activities or use do not interfere with classroom instruction. Activities shall have prior clearance from the school principal.
- E. HTA shall have the right to consult with the Superintendent or designee(s) regarding changes in the policies and/or procedures used in the exercise of the District's lawful operations as they affect Unit Members.
- F. The District, upon request, will provide the following information to the HTA President and/or bargaining team:
  - 1. A copy of the agenda for each regular meeting of the Board, excluding closed sessions, Rodda Act sessions, and personnel items. The HTA President will receive this agenda the same day it is issued to the Board.
  - 2. A copy of financial reports as received from the office of the San Bernardino County Superintendent of Schools.
  - 3. A copy of the tentative and the approved District budget.



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- 4. Financial reports of other business ventures, profit or non-profit, in which the district bargaining membership participates.
- 5. A report that will show the number of teachers on each segment of the salary schedule, the total salaries of the teachers on that segment (a scattergram), and the total salaries of all teachers. The report will be prepared according to the format of the salary schedule.
- 6. A District directory be maintained at school sites and District Office containing the names, addresses, and phone numbers of District employees. It will be provided by September 1<sup>st</sup> of each school year. Unlisted phone numbers will be identified as such. A copy of this directory will be provided to the Associations.
- 7. The personnel report immediately following the Board meeting at which the decisions are made.
- 8. Policy changes immediately following the Board meeting in which they are first presented.

The District, upon request by HTA, will furnish HTA information concerning the financial resources and professional staffing of the District.

- G. The Board, upon request by HTA agrees to furnish HTA, within a reasonable time, information necessary to fulfill its role as Exclusive Representative provided such information legally can be made available.
- H. Unless there is an emergency, the District shall refrain from scheduling District-called or principal-called meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month after the regular school day making this time available for HTA meetings. Examples of district-wide or principal-called meetings include, but are not limited to, school-wide or district-wide events such as Back to School Nights, Parent Nights and Open Houses requiring all staff to attend. Athletic events, student fine arts presentations such as student plays, band, orchestra and choral music performances are excluded from this prohibition and may be scheduled on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays.
- I. For the purpose of announcements, the HTA building representative(s), upon request at least one school day prior to the faculty meeting, shall be granted a minimum of five minutes at the conclusion of the meeting.
- J. The District shall furnish HTA with a current seniority list.
- K. The HTA President or his/her designee shall receive up to a combined total of fifteen (15) days of leave to attend pertinent meetings of value to the Association and the District. The District will pay for the substitutes and HTA will cover other

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expenses. The Association agrees to reimburse the District the current rate of pay for each substitute, for any additional days.

- L. The school site representative(s) shall be given consideration during their term of office for reduced meetings and activities related to their assignment.
- M. On all District committees that affect the teachers or their classrooms, HTA will be given the opportunity to participate.
- N. Within ninety (90) days after the start of each school year, HTA and HUSD will jointly train all site administrators and HTA representatives about the articles and application of this collective bargaining agreement. The assistant superintendent of personnel and HTA president will meet and assign the location, time and facilitators for this training.

**ARTICLE FOUR**

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**4. ORGANIZATIONAL SECURITY**

- A. The District and HTA recognize the rights of employees to freely form, join, and participate in activities of HTA.
- B. Pursuant to State law, all Unit Members shall be required to maintain membership in HTA/CTA/NEA or pay an agency fee which conforms to regulations issued by PERB, or may claim religious exemption pursuant to the provisions of law. The District shall deduct unified dues or fees from the wages of all Unit Members effective July 1, 2002.
- C. The District shall deduct one tenth (1/10) of the unified dues from the regular salary paycheck of all Unit Members each month for ten (10) months.
- D. The District agrees to remit each month all unified dues deducted from the paychecks for that month.
- E. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

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## ARTICLE FIVE

### 5. HTA/SUPERINTENDENT LIAISON COMMITTEE

A. Purpose:

The purpose of the Superintendent Liaison Committee is to provide a forum for the bargaining unit president to meet and discuss items of interest/concern with the superintendent. The goal of the committee is to build/maintain positive working relationships through ongoing communication toward a common vision of supporting the district's Core Values.

- B. The committee shall consist of the superintendent, HTA president, and the president of any other recognized bargaining unit within the district. The committee shall meet on a monthly basis, or as needed. Committee topics are not normally subject to grievances.

Topics listed below are examples of appropriate items for discussion:

- Definition of educational objectives
- Determination of content of courses and curriculum in general
- Textbooks
- Staff development
- School safety
- Board policies and administrative regulations as they effect unit members
- District philosophy

**ARTICLE SIX**

**6. UNIT MEMBER RIGHTS**

**A. General Components.**

1. HTA and the District recognize the right of a member to form, join and participate in lawful activities of employee organizations and the equal alternative right of the Unit Member to refuse to form, or participate in employee organization activities.
2. The District shall deduct unified dues or agency or religious exemption fees from the regular salary check of all Unit Members. After the commencement of the school year, dues shall be appropriately prorated to complete payment by the end of the school year. Changes in the amount of dues to be deducted shall be certified by the Association twenty (20) days before the effective date of the change.
3. Unit Members shall be represented by HTA fairly and equally in accordance with the HTA Constitution and By-Laws. Membership will be made available to all, without discrimination, in accordance with state and federal laws.
4. Unit Member seniority is determined by the date of hire.

**B. Tuberculosis Tests**

The cost of mandatory skin tests or chest x-rays shall be paid by the District when County services are used.

**C. Hepatitis "B" Inoculations**

Hepatitis "B" Inoculations shall be administered by the District at no cost to the Unit Member.

**D. Personal Property**

Unit Member Personal Property: The District approves the use or storage of personal instructional equipment in classrooms or offices if prior approval is obtained in writing from the appropriate administrator. Any deletions or additions to approved items will also require prior approval. The District shall assume liability up to fifty percent (50%) of the certified value of the item involving loss due to fire or theft as a result of a break-in, or unauthorized usage by other agencies or other District employees. The District shall not be liable for stolen personal property caused by a Unit Member's negligence.

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**ARTICLE SEVEN**

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**7. NON-DISCRIMINATION**

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A. The Board shall not unlawfully discriminate against any Unit Member in accordance with state and federal laws or on the basis of membership in an employee organization, or participation in the activities of an employee organization.

B. It is the policy of the District that all instruction shall be fair, accurate, thorough and objective and appropriate to the District curriculum and applicable law. It is also the policy of the District that instruction be appropriate to the diverse community needs and the needs and values of our varied cultures and heritages. The District acknowledges the fundamental need to protect Unit Members from any contractual violation or unlawful censorship or unlawful restraint which might interfere with the Unit Member's obligation to pursue academic excellence in the performance of their teaching functions.

Accordingly:

Any Unit Member may introduce material that is relevant to the course content and is within the scope of the law and the District's policies and curriculum.

A Unit Member will make every effort to offer differing points of view in a classroom atmosphere which is conducive to free and open inquiry. However, a Unit Member shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

**ARTICLE EIGHT**

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**8. PUBLIC CHARGE**

A. A public charge against a Unit Member shall not be heard in any open public session of any meeting of the District.

B. Unless dictated by statute an investigation of a public charge, filed by a parent or guardian of a pupil enrolled in the District, will be initiated and unit member will be notified within five (5) school-days.

C. If, after investigating, the immediate supervisor determines that the charge merits further consideration, the immediate supervisor will:

- put it in writing him/herself (or)
- request the complainant to put it in writing (or)
- seek to bring closure without the charge being reduced to writing (or)
- refer the problem to the Deputy Superintendent or the appropriate Assistant Superintendent.

Upon conclusion of the investigation, a written report will be given to the Unit Member.

D. No copy of any charge or complaint shall be placed in the Unit Member’s personnel file unless it is substantiated and the Unit Member is notified and given opportunity to attach a written statement thereto.

E. No unsubstantiated charge or complaint shall be used in the evaluation or discipline of a Unit Member.

**ARTICLE NINE**

**9. SALARY**

**A. Salary Agreement**

1. For school year 2007-2008, the salary schedule will be increased by the FBRL minus statutory costs (-0.13) as calculated in the previous contract, plus 1% raise applied to the salary schedule retro to 7/01/07. ( $4.53 - 0.13 = 4.4 + 1.0 = 5.4$ )
2. For school year 2008-2009, the salary schedule will be increased by 95% of the sum of FBRL and 1%.
3. For school year 2009-2010, negotiations will be re-opened for salary.

In the event the District should receive additional new non-categorized monies or should be reduced in non-categorized monies from the previous year, it is agreed that the two (2) parties will meet and discuss the utilization and/or reduction of such funds as pertaining to salaries.

**B. Salary Specifications**

1. The District shall provide each Unit Member with a status report which shall specify placement on the salary schedule (Step and Column), accumulated sick leave and status (i.e.: temporary, probationary, permanent) prior to the end of July of each contract year.
2. Unit Members covered by the attached salary schedule shall be placed in the appropriate column and step according to years of service and educational preparation.
  - a. Verification for advancement from one column to the next must be validated by transcript or grade report from an accredited college or university. Validation of units (credits) for the advancement to the next column must be presented to the Personnel Office by September 1 of the school year in which the advancement is to apply.
  - b. Advancement on the salary schedule by column and by step will be made at the beginning of each school year. However, if sufficient units (credits) are completed during the first half of the year to advance a Unit Member to the next column, it may be done provided validation of the units (credits) are presented to the District Personnel Office by January 20.



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- c. If college or university procedures prohibit the meeting of the deadlines mentioned above, and provided the course work is finished, a letter of verification from the professor of the course will be accepted until such course work is validated by the college or university.
  - d. References to “units” for salary placement refer to semester units. Quarter units are valued at two-thirds (2/3) of semester units.
  - e. Courses that count toward advancement in placement in columns must be graduate level courses.
  - f. Undergraduate courses may be approved for advancement in columns if they relate directly to the teaching assignment and receive administrative approval prior to the enrollment in the class from the Superintendent or designee.
- 3. Allowable credit for years of teaching experience outside (prior to) employment in the Hesperia Unified School District shall be one (1) step for each year of credentialed service experience up to a maximum of six (6) steps.
  - 4. Unit Members hired after July 1, 2000 shall participate in the deferred net pay program. Unit Members’ salaries shall be paid in twelve (12) equal monthly payments per year. Payment shall be made on the first day of the succeeding month unless that day falls on a weekend or holiday. In the case of extended holiday, such as winter recess, provision shall be made for employees to get their checks from their local school or the District Office.
  - 5. Compensation will be paid for supplemental duties according to the following time line specification:
    - a. Coaching: At the end of the season of sport.
    - b. All other supplemental positions: One-half at the end of the third term (mid-year) and one-half at the end of the sixth term (end of year).
  - 6. Deductions from earnings are those required by law and by provisions of this Agreement. Such deductions include Federal and State Income Tax, State Teachers’ Retirement System, HTA unified dues and Social Security where applicable.
  - 7. Optional deductions are those the Unit Member elects to have taken from his/her earnings. Such deductions must be initiated in writing, on appropriate forms, by the Unit Member. Such authorizations shall remain

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in effect continuously until the District receives from the Unit Member written notice which withdraws the authorization for a particular deduction.

- 9. Regarding approved optional deductions from paychecks (i.e.: life insurance, TSA, credit unions), every effort will be made to disburse such payments by the fifth (5<sup>th</sup>) day of each month following the pay period in which the service was performed.
- 10. Unit Members, who resign from the District and are re-employed within thirty-nine (39) months, shall be granted the seniority and other rights in existence at the time of the resignation.
- 11. Any Unit Members who are assigned to a program conducted under a District contract with public or private agencies or other categorically funded projects, shall be entitled to continue normal advancement on the salary schedule while serving in such a project.
- 12. The stipend for an earned doctoral degree from an accredited university shall be one thousand, two hundred dollars (\$1,200.00) per year. Such stipend shall be divided into equal increments and paid as a part of the normal pay warrant.

C. Supplemental/Adjunct Pay Specifications

- 1. Supplemental/Adjunct contracts shall be provided to Unit Members employed to provide leadership, supervision or participation in extra-curricular and co-curricular activities in accordance with the attached Supplemental/Adjunct Pay Schedule.
- 2. Notice of intent to terminate shall be served by either party at least fifteen (15) days prior to the end of the school year.
- 3. Participation in extra-curricular/co-curricular stipend positions shall be voluntary unless it is a normal extension of the regular teaching assignment.
- 4. Coaches of teams that qualify and compete in C.I.F. play-off competition shall be paid an additional one hundred dollars (\$100) for each week of C.I.F. play-off competition. The District shall provide the transportation for such competition.
- 5. **Secondary Period Subbing:**  
  
Secondary Unit Members who are assigned to substitute during their conference period at the request of the administration shall be assigned on a rotational basis and shall be paid \$51.40 per period for the 2007-2008

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school year. This averaged per diem rate shall increase by the same percentage as is applied to any future across-the-board salary adjustments to the certificated salary schedule. Unit Members who volunteer to period sub when requested by the administration will be given preference.

Payment applies only if a Unit Member has substituted at least fifteen (15) minutes of the assignment.

**Elementary Class Splitting:**

**FULL DAY:** Elementary Unit Members who are assigned to class splitting for all of the teaching day at the request of the administration shall be paid \$314.10 averaged per diem for the 2007-2008 school year, or a proportional amount if classes are split among more than one teacher [\$314.10 divided by the number of teachers who split the class.] This averaged per diem rate shall increase by the same percentage as is applied to any future across-the-board salary adjustments to the certificated salary schedule.

**PARTIAL DAY:** Elementary Unit Members who are assigned to class splitting for less than a full teaching day at the request of the administration shall be paid a proportional amount of the averaged per diem rate, divided by the number of teachers who class split, as indicated by the table below.

Unit Members who volunteer for class splitting when requested by administration will be given consideration.

Payment applies only if a Unit Member has substituted at least fifteen (15) minutes of the assignment.

Hours worked shall be determined using the following table:

<u>Hours/Min. Worked</u>	<u>Hours Paid</u>	<u>Divided by Number of Teachers = pro-rated # of hours paid</u>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
:15-1:30	<b>1</b>	1	.5	.33	.25
1:31-2:30	<b>2</b>	2	1	.67	.5
2:31-3:30	<b>3</b>	3	1.5	1	.75
3:31-4:30	<b>4</b>	4	2	1.33	1
4:31-5:30	<b>5</b>	5	2.5	1.67	1.25
5:31 or more	<b>6</b>	6	3	2	1.5

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6. Department Chairpersons

- a. Department chairpersons shall be appointed annually or upon vacancy. Such posting shall include the job description and the applicant qualifications.
- b. Department Chairpersons shall have been employed by the District for a minimum of two (2) years (unless there are no other qualified applicants who apply).
- c. Department Chairpersons shall be full-time teachers with the majority of their assignments in the Department they chair (unless there are no other qualified applicants who apply).
- d. For department chair selection:
  - All interested teachers must submit a letter of intent to the principal.
  - The principal will send a survey to the teachers in the department to gain input for selection.
  - Administration will make the final selection of department chair from between the two candidates receiving the most “yes” responses on the surveys. In the event of a tie, all tied candidates will be open for consideration.
  - If requested by the unit member(s) not selected, the principal shall meet with the member(s) and explain the reason why not selected. The candidate’s own surveys will be made available to him/her, if requested.
- e. Department Chairpersons shall receive the following stipends:  
Number of Teaching Sections:

<u>Grades 9-12</u>	<u>Extra Pay % of Base</u> (Column 1, Step 1)
40+	10
30 - 39	8
20 - 29	6
9 - 19	5

Number of Teaching Sections:

<u>Grades 7-8</u>	<u>Extra Pay % of Base</u> (Column 1, Step 1)
48+	10
36-47	8
24-35	6
11-23	5

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7. At the end of each school year, the local school or the District shall advertise vacant positions which are recognized as vacancies at that time for the following year.

CLASS "A" SCHEDULE

Band Director (H.S.)	7.6% of Column 1, Step 1
Baseball Head Coach (H.S.)	
Basketball Head Coach, Boys' (H.S.)	
Basketball Head Coach, Girls' (H.S.)	
Cheerleader Director (H.S.)	
Cross Country Head Coach (H.S.)	
Football Head Coach (H.S.)	
Soccer Head Coach, Boys' (H.S.)	
Soccer Head Coach, Girls' (H.S.)	
Softball Head Coach (H.S.)	
Track/Field Head Coach (H.S.)	
Volleyball Head Coach (H.S.)	
Wrestling Head Coach (H.S.)	

CLASS "B" SCHEDULE

Band Director (M.S.)	6.5% of Column 1, Step 1
Baseball Assistant Coach (H.S.)	
Basketball Assistant Coach (H.S.)	
Choral Music Director (H.S.)	
Cross Country Assistant Coach (H.S.)	
Drama Director (H.S.)	
Drill Team Director (H.S.)	
F.F.A. Advisor (H.S.)	
Football Assistant Coach (H.S.)	
Golf Head Coach (H.S.)	
Soccer Assistant Coach (H.S.)	
Softball Assistant Coach (H.S.)	
Tennis Head Coach (H.S.)	
Track/Field Assistant Coach (H.S.)	
Volleyball Assistant Coach (H.S.)	
Wrestling Assistant Coach (H.S.)	
Yearbook Director (H.S.)	

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CLASS "C" SCHEDULE

Athletic Director/Intramural Director (M.S.) 5.5% of Column 1, Step 1  
Drill Team Director (M.S.)  
Golf Assistant Coach (H.S.)  
Newspaper Director (H.S.)  
Senior Class Advisor (H.S.)  
Student Leadership Advisor (M.S. and H.S.)  
Tennis Assistant Coach (H.S.)  
Intramural Director (HS)

CLASS "D" SCHEDULE

Academic Decathlon Advisor 3.0% of Column 1, Step 1  
Any Coaching Assignment (M.S.)  
ASB Advisor (Continuation School)  
District Level Coordinators Assigned to Initiate  
District-Wide Student Activities/Programs  
Pentathlon Advisor (M.S.)  
Speech & Debate Advisor  
Yearbook Advisor (Continuation School)  
Yearbook/Newspaper Director (M.S.)

8. ELEMENTARY

Those teachers who coordinate the following activities at the school site will be allowed up to two (2) days of release time for the performance of the duties. The request for release days will come from the principal.

- Young Authors Coordinator
- Science Fair Coordinator
- Writing Celebration Coordinator

If their duties require them to return while they are on intersession, they shall be compensated for the full day's work at substitute pay [maximum three (3) days].

SEE APPENDIX "C" FOR THE CURRENT SALARY SCHEDULE

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**ARTICLE TEN**

**HEALTH AND WELFARE**

A. District's Maximum Contribution Amount Per Year

1. The District's maximum contribution for health and welfare benefits shall not exceed:
  - a. 2007-08: \$10,016 per eligible Unit Member
  - b. 2008-09: Health and Welfare to be reopened.
  - c. 2009-2010: Health and Welfare to be reopened.
2. In the event the annual cost to the District for health and welfare benefits exceeds the maximum annual District contributions per eligible Unit Member listed above in any of the above school years and thereafter, those excess costs shall be deducted from the Unit Member's monthly payroll warrant. Individually-signed payroll deduction forms shall not be required prior to the District implementing these payroll deductions.

B. Insurance Providers

1. Medical: Blue Shield including mental health counseling and medical prescription drugs
2. Dental: Delta Dental
3. Vision: Medical Eye Services
4. Mental health counseling: Pacificare

Life insurance shall also continue at the current benefit levels.

C. Insurance Rebates

Any rebate paid to the District by third party administrators and/or Joint Powers Authorities with whom the District contracts for provision of health and welfare benefits shall be used to offset premium increases the following year, prior to deducting increased premium costs from the FBRL.

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D. Opt-Out/COB Option

The District will pay two thousand dollars (\$2,000) per eligible Unit Member who opts out of District-paid family coverage for medical, dental, mental health and vision insurance. The District shall pay for Unit Member life insurance with an initial face value of \$50,000. Eligible Unit Members may opt out of District-paid insurance programs once per year during the open enrollment period, subject to providing the District with written proof of group medical insurance elsewhere. Married couples eligible for participation in the District's COB program, who both opt out of all District-paid health and welfare benefit plans, including COB, shall receive a maximum of \$2,000 per individual (\$4,000 per eligible couple) also subject to providing the District with written proof of group medical insurance elsewhere.

E. COB Payment Amount

COB participants who choose to remain in the COB program and receive only one (1) benefits package per married couple, shall receive \$2,000 per eligible family in lieu of any District-paid reimbursements with the COB program. The District shall also pay for Unit Member life insurance with an initial face value of \$50,000.

F. Opt-Out Payment Schedule

Opt-out payments shall be made twice annually, normally in November and May. The salary of Unit Members whose employment with the District terminates prior to the end of the school year shall be adjusted for pro-ration of either an underpayment or overpayment COB opt-out payments.

COB participants who choose not to opt out of the District's health and welfare benefit programs may continue to use the current reimbursement program through the District's third party administrator.

G. Effective Date for New Members

Health and welfare benefits for new unit members shall become effective on the first day of the month following the unit member's actual first day of service.

H. Change in Providers

The Association may change health and welfare benefit providers with the consent of the District.

I. Duration of Benefits

1. Unit Members continuing service with the District into the following school year shall have benefit coverage.



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- 2. Unit members who work through the end of the school year will be entitled to the complete benefits package through the duration of the regular insurance cycle, which ends June 30.
- 3. Unit Members whose employment is terminated by the District prior to the close of the contract year shall be entitled to benefits up to and including the last day of the month of termination.
- 4. Following termination, Unit Members shall be entitled to benefits according to P.L. 99-272 (COBRA).
- 5. Employees on approved leaves of absence may continue with the District benefits package at their own expense.
- 6. Retired Unit Members may continue to carry the insurance package which is in effect in the District.
  - a. Retirees, fifty-five (55) through sixty-five (65) years of age, who have completed ten (10) years of service with the Hesperia Unified School District shall be entitled to receive the same District contribution provided to active Unit Members for the Health and Welfare package.
  - b. Retirees, fifty-five (55) through sixty-five (65) years of age, who have not completed ten (10) years of service with the Hesperia Unified School District shall be entitled to receive the same Health and Welfare package as full-time Unit Members at the retiree's expense.
  - c. A retiree may continue to receive medical and/or dental coverage, after age sixty-five (65) years, by reimbursing the District the cost of the monthly premium, subject to the approval of the District Health Benefit Provider.
- 7. Part-time Unit Members shall receive the same health and welfare benefits as full-time Unit Members contingent upon payment of the difference between the members' pro rata share and the cost to the District.
- 8. There will be one person at the District Office who, along with other responsibilities, will be the designated liaison to provide assistance to Unit Members in resolving insurance problems.

J. Insurance Committee

HTA shall select a member to sit on the District's Insurance Committee.

**ARTICLE ELEVEN**

**11. SAFETY**

A. The District shall make a reasonable effort to provide a place of employment which is as safe as the nature of employment and assigned duties reasonably permit. A Unit Member shall not be required to perform duties under conditions which endanger his/her health or safety.

B. 1. Bargaining unit employees may use such force as is reasonable under the circumstances to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

2. The employee and his/her supervisor shall report to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or threatened by any student. Failure to make such a report is a misdemeanor. (Education Code Section 44014)

3. Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Employees shall notify the District relating to the violations described herein and shall complete required reports as soon as it is practical.

4. Employees shall be provided coverage under the terms and conditions of the Industrial Accident/Illness Leave as defined in this Agreement, and illness leave provision for any injury or illness arising out of or in the course of their employment. Such agreement shall provide each teacher with coverage against personal liability for damage or loss of property caused by the teacher acting within the scope of his/her employment as outlined under the conditions of the insurance policy. The Board shall within ten (10) days of the consummation of this Agreement enter into an agreement with a qualified insurer. Such agreement shall provide each teacher with adequate coverage against personal liability for damage, death of a person, injury to a person, or damage or loss of property caused by the teacher acting within the scope of his/her employment as outlined under the conditions of the insurance policy. Such insurance policy shall also cover all reasonable expenses incurred by the teacher in connection with his/her defense.

5. An employee has the right to submit written recommendations to the immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment repairs and modifications, and other

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practices designed to insure compliance with applicable standards of the California Insurance Fund and the provisions of the School District fire and liability insurance programs. Within ten (10) working days of the submission of such recommendations, the immediate supervisor shall provide a written response that addresses the degree to which the recommendation will be accepted or rejected.

- 6. A teacher may suspend, for cause, any student from his/her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the department administrator and send the student to the appropriate administrator for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The student shall not be returned to the class from which he was suspended, during the period of the suspension without the concurrence of the teacher of the class and the principal.
- 7. A written description of the rights and duties of all teachers with respect to student discipline, including the use of punishment and the rights of suspended students, shall be distributed to each teacher in writing on the first working day of each school year.
- 8. When, in the judgment of a teacher, a student requires additional attention, a teacher shall inform the appropriate administrator. The administrator shall arrange as soon as possible for a conference between himself/herself and the teacher, and, if necessary, appropriate District personnel, to discuss the problem and to decide upon appropriate steps for its resolution.
- 9. As used in this Article, “within the scope of his/her employment” shall include any District-approved activities (such as a field trip) which involves student contact.
- 10. The District shall place (post) at prominent entry locations at each side notices (signs) for regulating unauthorized persons loitering on campus.
- 11. The administration shall establish a procedure to inform the teacher of every student who has caused or attempted to cause serious bodily injury or injury to another person, based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in Section 49079 of the California Education Code. Any information received by a teacher pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. This provision is intended to implement and incorporates the provisions of Section 49079.

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This procedure will be established no later than the first working day of each school year.

- 12. The administration shall establish a procedure under which, if the site administrator or a District administrator has knowledge of a legally revealable health or medical condition of a student or employee which presents a substantial danger of injury or serious illness to the student or employee or to other students or employees, such condition shall be made known to those Unit Members whose assignment requires them to have contact with the student or employee. The condition shall be made known as soon as reasonably possible after such information becomes known to the administrator. This provision does not authorize unlawful discrimination against any student or employee based on handicap or medical condition or authorize a Unit Member to refuse unilaterally to have such contact. This procedure will be established no later than the first working day of each school year.
  - 13. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being as determined by the appropriate Federal, State, or local public agency.
  - 14. Site supervisors shall provide itinerant support services personnel with adequate work space and access to a telephone through which confidential calls can be made.
- C. For protection of Unit Members whose duties may require transportation of students in Unit Member's vehicles, the District shall insure against personal liability, when the Unit Member is acting within the scope of his/her employment. In order to qualify for this protection, the Unit Member must first have approval of his/her immediate supervisor and complete the appropriate form (available at school site) provided by the District.

## ARTICLE TWELVE

### 12. LEAVES

A. For the terms of this article “Member of the Immediate Family” shall include: mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, spouse, registered domestic partner, grandmother or grandfather of Unit Member or spouse, grandchild of the Unit Member or spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, or any relative living in the immediate household of the Unit Member.

#### B. Record and Notification of Sick Leave

1. A record of accrued sick leave will be maintained by the District and each Unit Member shall be notified on or before August 15<sup>th</sup> of each school year. The notification shall include:

- a. The beginning number of hours accrued in the previous school year.
- b. The remaining number of hours from the previous school year.
- c. The number of hours entitled for the current school year.
- d. The grand (cumulative) total of accrued sick leave for the current year.

2. If any Unit Member disagrees with the District’s data, or if the Unit Member wishes clarification about cumulative sick days, he/she will be given a conference and review of his/her District record.

#### C. General Provision for Returning from Extended Leave

Any Unit Member returning from an extended leave of absence will be entitled to return to a position as comparable as possible to that which was held at the time of granting of leave.

#### D. Leaves of Absence Without Pay

1. Upon the recommendation by the Superintendent and approval by the Board, leave without compensation, increment, seniority, or tenure credit may be granted for a period not to exceed one (1) school year for the following purposes: Peace Corps, care for a member of the immediate family and/or household who is ill, long term illness of the Unit Member, service in an elected public office, professional study or research, military duty, or other reasons as accepted by the Superintendent. The Unit Member must notify the District no later than forty-five (45) days prior to

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the expiration of the leave of his/her intent to return or resign. Failure to so notify will be considered an abandonment of position. Upon request, the Board may extend a leave. Unit Members granted leaves shall have the option to pay for their own fringe/insurance package.

2. Child-Bearing Preparation and Child-Rearing

a. Upon request, the Board may provide the employee who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her child.

Such leave shall remain in effect at least until the end of the semester (two full terms) following the birth/adoption of the child, and no longer than the end of the second semester following the birth/adoption of the child. The Unit Member shall notify the Superintendent requesting that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

b. The Unit Member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child-bearing preparation leave or leave for child-rearing.

c. If a Unit Member is on leave for child-bearing or child-rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the Unit Member may request an immediate assignment to a unit position. The District will assign the member to a position as soon as practicable.

3. It is acknowledged by Unit Members and administration that the primary factors in granting leaves without pay will be: (a) the disruption of the education program, (b) the needs of the teacher.

4. The Unit Member applications for granting leaves provided in this section shall be in writing.

5. Unit Members returning from an approved leave without pay will be given assignment preference over newly hired employees.

E. Leaves With Pay

1. General Provisions

a. Unless otherwise provided in this Article, an employee on paid leave of absence shall be entitled to:

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- (1) Return to the same position, or the closest approximation to the same position, which he/she held immediately before the commencement of the leave.
- (2) Receive during his/her leave all other employee fringe benefits, to the extent not expressly prohibited by law.
- (3) Any denial of leave may be appealed to the Superintendent or designee.

2. Sick Leave

- a. Every full-time permanent Unit Member on an annual contract basis shall be entitled to annually accrue eleven (11) days paid leave of absence to be used when necessary for reasons of personal illness, injury, quarantine, or disability related to pregnancy. Sick leave shall be cumulative from year to year with no limit. Sick leave accumulated in other California school districts may be transferable as provided in Education Code, Section 44979. Unit Members who work less than full-time will be entitled to that portion of the eleven (11) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time Unit Member in a comparable position.
- b. A Unit Member may use sick leave to attend to the illness of an immediate family member:
  - (1) The Unit Member may use up to six (6) days of accrued and available sick leave for this purpose per academic calendar year. An academic calendar year is defined as July 1 through June 30.
  - (2) This provision does not extend the maximum period of leave to which a Unit Member is entitled under Section 12945.2 of the California Government Code or under the Family Medical Leave Act of 1998, regardless of whether or not the Unit Member receives sick leave compensation during that leave.
- c. A Unit Member absent due to illness or injury shall file with the District's Business Office a statement of verification giving cause of absence. The verification form shall be submitted to the site administrator for recommendation or no recommendation. The form will then be submitted to the District Office for approval or denial. A Unit Member may be required to present a medical doctor's affidavit verifying the personal illness or injury and/or a

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medical authorization to return to work. Such verification may also be required by the District where the District determines an abuse of such leave. In the case of an illness or injury, the District, at its expense, may require a Unit Member to visit a certified medical specialist selected by the District for the purpose of obtaining a report on said Member's physical condition in order to be fully informed as to the nature and severity of the illness or injury. This shall be done at no loss of sick leave for the employee. If the report concludes that the absence is not due to personal illness; is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to Unit Member, may refuse to grant such leave.

d. After all earned sick leave is exhausted, additional non-accumulated sick leave shall be available for a period not to exceed one hundred (100) working days. The amount deducted per day for leave purposes from the Unit Member's salary shall be the base substitute pay.

3. Catastrophic Leave Bank

a. Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off (per CA Ed Code 44043.5)

b. An employee who is suffering from a catastrophic illness or injury may request, on the district form (Appendix D), that eligible leave credits be donated for his/her use.

c. Any bargaining unit member requesting catastrophic leave must initiate the request through HTA. HTA will review the request and determine its appropriateness. Within five (5) working days, HTA will forward the request to personnel for review. Within five (5) working days, the district and HTA will meet to discuss and verify the merits of the request. The final decision will be a mutual agreement between HUSD and HTA. The requesting bargaining unit member will be notified within one working day by the personnel department.



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4. Paternity/Maternity Adoption Leave

A Unit Member shall be granted a paid leave not to exceed three (3) days paternity leave, to be deducted from his/her accumulated sick leave at the time of the birth/adoption of his/her child. These days shall be subtracted from his/her personal necessity leave days.

5. Maternity Leave

The District shall provide for a leave of absence from duty for the Unit Member who is required to be absent from duties when disabled by the condition of pregnancy, miscarriage, childbirth, and recovery therefrom. When the disabling condition is such that the Unit Member is physically prevented from performing her duties, the length of the leave, including beginning and ending date shall be determined by the attending physician.

6. Bereavement Leave

a. A Unit Member will be given a leave of absence not to exceed three (3) days (or five [5] days if out of state travel or travel exceeding two hundred fifty [250] miles one way is required), in the event of bereavement in their immediate family. Such leave shall be without a salary deduction and shall not be charged against sick leave time. If requested by the District, proof of relationship of the employee to the deceased must be submitted within five (5) days following the return of the employee to his/her duties.

b. In case of the death of a student in a teacher's class, every effort will be made to facilitate the teacher's attendance at the memorial service.

7. Judicial Leave

a. Unit Members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the Unit Member. The Unit Member shall submit a written request for an approved absence whenever possible no less than ten (10) days prior to the beginning date of the leave.

b. A Unit Member must inform his/her supervisor immediately upon notice that he/she will be required to report for jury duty. A Unit Member is required to submit to the District proof of selection and time served as a juror, either the summons card or slip signed by the county clerk. The Unit Member shall receive full pay during this

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leave period and shall be required to return the jury fee to the District payroll department.

Unit Members with less than 1-1/2 hours between the time they start work and the time they report for jury duty will not have to report to work that morning. Unit Members are required to return to work during any day or portion thereof in which jury duty services are not required, except when less than 1-1/2 hours of regularly scheduled work remains. This will apply to jury duty within a 20-mile radius of the Unit Member's work site. Appropriate arrangements will be made for jury duty outside of the 20-mile radius. If the Unit Member does not return to work within the allotted timelines, the Member will forfeit a full day's pay.

- c. Any reimbursement received by the Unit Member while serving jury duty will be endorsed and given to the District. The Unit Member will receive regular pay from the District while serving jury duty.

8. Personal Necessity Leave/Urgent Personal Affairs

- a. A maximum of eight (8) days in any school year for leave for illness injury allowed pursuant to Education Code, Section 44981, may be used by a member, at his/her election. In cases of personal necessity, documented proof may be required. The request is made to the site supervisor. (This applies to numbers 1, 2, 3 and 4 below).

b. Personal necessity leave shall be limited to:

- (1) Death or critical illness of a member of the Unit Member's immediate family (critical illness shall be interpreted as an illness in which a physician is needed and is of such emergency nature as to require the presence of the Unit Member during the working day). The request is made to the site supervisor.
- (2) Accident involving the person or property of the Unit Member or the Unit Member's immediate family. (See definition of "Immediate Family" in Article 12D(1)(b).
- (3) Appearance in court as a subpoenaed witness or as a litigant. Proof of the need for court appearance must be furnished in the event of leave for this purpose.

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(4) Personal business that cannot be conducted at any other time.

(5) Two (2) of the eight (8) personal business days may be used without stated reasons. These days cannot be taken on in-service days or duty days (teacher work days) when students are not required to attend school. These leave days shall not be available to Unit Members for days on which new teachers are required to attend the New Teacher Academy In-service. This will be reviewed in February to determine the impact on the District.

c. Advance approval shall not be required for: (1) death or serious illness of a member of the Unit Member's immediate family and/or household; (2) an accident involving a Unit Member's person or property, or the person or property of an immediate family member and/or household member; (3) other circumstances in which the Unit Member is reasonably prevented from seeking advance approval of the site administrator; (4) two non-stated days.

d. Other personal necessities which are allowed at the discretion of the Superintendent.

9. Industrial Accident Leave

a. Unit Members will be entitled to industrial accident leave according to the provision in Education Code, Section 44984, for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation specifications.

b. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the Unit Member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

c. The District has the right, at its expense, to have the Unit Member examined by a physician designated by the District to assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

d. For any days of absence from duty as a result of the same industrial accident, the Unit Member shall endorse to the District any wage loss benefit check from the District Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the Unit

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Member would have received as salary had there been no industrial accident or illness.

- e. If the Unit Member fails to endorse to the District any wage loss disability, indemnity check received because of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant, the amount of such disability indemnity actually paid to and retained by the Unit Member.

F. Sabbatical Leave Including Leave for Study and Travel

- 1. Immediately after completing seven (7) or more consecutive full school years of service, a Unit Member will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters provided that such is commenced and completed within a three-year period.
- 2. Applicants for sabbatical leave must submit their written request on the appropriate form by no later than March 1 of the school year preceding the school year in which the leave is requested.
  - a. A review committee will be composed of the HTA President, Assistant Superintendent for Instruction, and the appropriate (grade level) Director. The Assistant Superintendent for Personnel will serve as chair of the reviews committee.
  - b. The Committee's recommendations shall be presented to the Superintendent.
  - c. Candidates may be present at the presentation of the recommendation to the Board.
  - d. If a candidate's request is denied, he/she has the right of appeal to the Board.
- 3. Subsequent to the Superintendent's recommendation, the Board may grant the leave.
- 4. Unit Members on sabbatical leave will receive full health and welfare benefits and one-half (0.5) of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the Unit Member not been on leave. No other compensation, benefit or seniority credit will be granted to those on leave, except that the Unit Member will be entitled to return to a position comparable to that which was held at the time of granting of leave.

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5. The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: a \$10,000 indemnification bond or other mutually acceptable security to insure against failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half (1/2) year leave; the description of the sabbatical program and appropriate reporting procedures as agreed upon by the Superintendent after conference between the Superintendent and the teacher.

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## ARTICLE THIRTEEN

### 13. WORK YEAR/WORK DAY/TEACHING HOURS

#### A. Length of Workday

1. At traditional work sites, including the continuation high school, the length of the workday shall be 392 minutes, excluding a thirty (30) minute lunch (based on a 184 day work year.)
2. On elementary minimum days, the teachers will report at the normal time but will be free immediately following the end of the student day for lunch and for parent conferences. Teachers shall schedule and make every effort to conference with 100% of their student's parent/guardians by the end of the first semester each year.
3. On secondary minimum days the teacher will report at the normal time but will be free immediately following the end of the student day for lunch and grade preparation. After grades have been turned in, teachers will be free to move out of their classrooms if applicable.
4. On the days when Unit Members are required to return for a general evening meeting, i.e., Open House, Back-to-School Night, or similar event, Unit Members shall be permitted to leave school at the end of that student instructional day.

#### B. Outside the Normal Workday

1. Unit members may be required to work up to thirty (30) hours a year outside the normal workday in the following areas:
  - a. Professional Development, Curriculum Development, Parent Involvement:
    - \* Back to School/Open House
    - \* Staff Meetings Outside of the Workday
    - School Site Councils
    - In-Service/Curriculum Meetings
    - District or School Meetings/Committees
  - b. Supervision of Co-Curricular Student Activities:
    - \* Sports Activities
    - Dances
    - Competitions
    - Exhibits

Fairs  
Sites' Prioritized List:

(\*denotes mandatory events)

C. Preparation/Conference Period and Travel Time During School Hours

1. All K Unit Members shall be assigned sixty (60) minutes preparation time per day.
2. All elementary Unit Members shall be assigned a continuous thirty (30) minute preparation time per day. This time will be free from student supervision. It will not include more than one scheduled faculty meeting per week. Sufficient campus proctors shall be hired in order to insure Unit Members this daily preparation time.
3. All middle school Unit Members shall be assigned a non-teaching preparation/conference period within the seven (7) period day. This period shall be at least the same length as a regular class period.
4. All high school Unit Members shall be assigned a non-teaching preparation/conference period within the six (6) period day. The preparation period shall be at least the same length as a regular class period.
5.
  - a. At grades 8-12 departmentalized, there will be no more than three (3) preparations daily unless mutually agreed upon.
  - b. In middle school CORE classes, there normally will be no more than three (3) preparations daily unless mutually agreed upon.
6. Unit Members shall be afforded a reasonable period of time for purposes of traveling to more than one (1) instructional site to complete their responsibilities.

D. Work Year in General

1. The employee work year at traditional sites shall be 184 days as follows:
  - a. Instructional days: 180
  - b. Non-instructional work days: 4
  - c. The last work day of first semester shall be reduced by 176 minutes. Unit Members shall utilize that day for grading of final exams, preparing semester grades and/or preparing for next semester. Site

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administrators may schedule a staff meeting at the beginning of this day which shall not exceed one (1) hour. In-services shall not be scheduled on this day.

d. The last work day of the second semester shall be used by Unit Members for grading of final exams, preparing semester grades and other year-end activities (subject to change If snow days are required). In-services and staff meetings shall not be scheduled on this day.

E. Working Conditions

1. The district will provide the necessary textbooks and classroom materials to meet state-wide standards.
2. Each Unit Member will be provided a file cabinet.
3. To the extent possible, the District shall provide adequate security and storage when school is not in session.
4. Custodians will continue to assist teachers who change rooms within the same school. Site administrators may contact maintenance to check on the availability and scheduling of staff and trucks to assist teachers moving from one District school site to another. Scheduling of maintenance help for a site to site move must be done well in advance of need and such requests shall not take precedence over scheduled work or emergencies. In all room moves whether at the same school or to another school, it is the teacher's responsibility to adequately pack and label all materials to be moved.
5. Each school site will mutually develop a plan to provide a time during the school day for members to take care of medical or hygiene needs. At no point during the day will a bargaining unit member work for three (3) consecutive hours without an opportunity for such a break.

F. New Teacher Academy For Unit Members Newly-Hired to the District:

1. Unit Members hired before the beginning of the school year shall participate in not to exceed four days of mandatory in-service training in the Hesperia Unified School District's New Teacher Academy. The Academy shall be scheduled immediately preceding the first day upon which teachers who serve 184 days report for duty. Unit Members hired after the beginning of the work year shall participate in these additional in-service days as part of Saturday sessions of the Hesperia Unified School District's New Teacher Academy. Unit Members who are hired too late in the school year to participate in this in-service during their first year of



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service, as determined by the District, shall participate in the next scheduled Academy in the following school year subject to all of the provisions of this Article.

- 2. Newly-hired Unit Members shall be paid a stipend of one hundred dollars (\$100) for each of the full Academy days they actually attend, provided they complete the entire Academy. The regular contracted salary for these newly-hired Unit Members shall be for 184 days (pro-rated if hired for less than 184 days) of service at their appropriate column and step and shall be the same annual salary paid to other similarly situated 184 day Unit Members. There shall be no increase in contracted salary as a result of this change of work year.
- 3. Unit Members who do not complete any portion of the Academy shall be required to make up any missed day(s) at the next scheduled Academy. Except as noted below, stipends do not vest and shall not be paid unless and until a Unit Member completes all days of the Academy. Newly-hired Unit Members who fail to complete the Academy in its entirety and/or who leave the District’s employ for any reason before completing the Academy shall not receive payment of any kind for partial completion of the Academy. Unit Members must attend the entire day of all Academy sessions in order to be paid the stipend upon their completion of the full Academy.
- 4. Pursuant to the current HTA collective bargaining agreement, “No Questions Asked” (“NQA”) leave days shall not be available to Unit Members for days on which they are required to attend the Academy in-service.
- 5. The District reserves the right at its sole discretion to cancel or discontinue the New Teacher Academy at any time for any reason. In the event the District cancels the Academy, Unit Members who participated in the Academy shall be paid a pro-rated stipend for the days actually attended.

G. Elementary Collaboration Wednesdays

- 1. Elementary staffs, grade levels, and/or curriculum committees will meet on Collaboration Wednesdays with a specific agenda developed by the site team.
- 2. Collaboration Wednesdays shall be used to:
  - a. Enhance the effectiveness of the ExCEL model by:
    - 1. Engaging in dialogue related to curriculum and instruction standards
    - 2. Articulating and implementing grade level pacing plans

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- 3. Using the results of assessment to guide instruction
- 4. Determining student progress towards trimester benchmarks

b. Provide the opportunity to collaborate in:

- 1. Forming scaffolding groups
- 2. Establishing behavioral interventions
- 3. Planning strategies to meet students' diverse needs

c. Provide Activities which focus upon:

- 1. Sharing knowledge of subject matter content and best teaching strategies
- 2. Selecting instructional strategies appropriate to the subject matter
- 3. Applying materials, resources and technologies to make subject matter accessible to students

d. Communicate with students and their families:

- 1. Focusing on student progress towards meeting or exceeding the grade level standards
- 2. Developing and revising instructional support plans
- 3. Conducting parent-teacher conferences. A site team will develop the yearly schedule for parent conferences using up to ten (10) of the Collaboration Wednesdays. The HUSD goal continues to promote on-going communications with parents, with 100% parent contact by December as a minimum requirement.

3. Collaboration time on Wednesdays will not be used for:

- a. Replacement of regular staff meetings
- b. Scheduling of other District or Association meetings
- c. Providing individual teacher classroom preparation time

H. Secondary Collaboration Wednesdays

- 1. Administrators and staff will meet on Collaboration Wednesdays with a specific agenda mutually developed by representatives of administration, leadership teams, and/or department chairs.
- 2. Collaboration Wednesdays shall be used to:
  - a. Enhance the effectiveness of instructional practices by:

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1. Focusing on student progress towards meeting or exceeding the grade level standards
  2. Engaging in dialogue related to curriculum and instruction standards
  3. Articulating and implementing pacing plans
  4. Using results of assessment to guide instruction
  5. Determining student progress towards benchmarks
- b. Provide the opportunity collaborate in:
1. Forming scaffolding groups
  2. Establishing behavioral interventions
  3. Planning strategies to meet students' diverse needs
  4. Planning for SLC and interdisciplinary teams
  5. Providing time for Focus on Learning (WASC)
- c. Provide activities which focus upon:
1. Developing and revising instructional support plans
  2. Sharing knowledge of subject matter content and best teaching strategies
  3. Selecting instructional strategies appropriate to the subject matter
  4. Applying materials, resources and technologies to make subject matter accessible to students
3. Collaboration time on Wednesdays will not be used for:
- a. Replacement of regular staff meetings
  - b. Scheduling of other district or association meetings
  - c. Providing individual teacher classroom preparation time

**ARTICLE FOURTEEN**

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**14. CLASS SIZE**

A. The District shall maintain the student-teacher ratio at the following levels:

- 1. Grades 4, 5, & 6 - 30.25
- 2. Secondary - 29.75
- 3. Middle School - 7<sup>th</sup> & 8<sup>th</sup> Grades - 29.75

Student-teacher ratios will be determined by average student population divided by full-time equivalent at each site, excluding SDC students and teachers.

B. The District shall abide by the State required class size for Special Education classes, but reserves the right to initiate any legal means available to address compliance issues.

- 1. Non-collaborative special education classes shall not exceed enrollment of 25 students, unless mutually agreed upon by the bargaining unit member and site administrator.

C. The size of the classroom, the number of work stations, and the physical facilities, where such factors aid or impede instruction, shall determine class size when safety is a factor.

D. The HTA site representative and site principal will meet to discuss and address concerns regarding class size through the already established committee(s) at the site.

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**ARTICLE FIFTEEN**

**15. ASSIGNMENTS, TRANSFERS, REASSIGNMENTS, AND VACANCIES**

A. Definitions

1. An assignment is the initial placement of a Unit Member upon entering the District.
2. A transfer means the movement, either employee initiated or administratively initiated, of an employee from one work site, school, or other geographic location to another work site.
3. A voluntary transfer is a request initiated by the Unit Member.
4. A reassignment is a change of assignment at the same school site from one grade level or program to another or a change of assignment at the same school site from one subject area or department to another.
5. A vacancy is any open certificated position (i.e., teacher, counselor, administrator, or other certificated position).
6. Unit Member seniority, for this Article, is determined in the following hierarchical order:
  - a. By the time elapsed since the date of hire (first contracted day of paid service) of the Unit Member.
  - b. By the time elapsed since the date first assigned to the school site of current service.
  - c. By the amount of time served, at least half-time, in the subject area currently or previously taught at the site as designated by the Unit Member (applies only to secondary level).
7. A surplus is when the number of Unit Members assigned to a school site exceeds the allocation for that school site.
8. A Unit Member returning from paid leave shall be afforded all rights provided in “Assignment, Transfers, Reassignments, and Vacancies.”

B. Voluntary Transfers

1. A Unit Member may submit a request in writing for a voluntary transfer at any time.

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2. Notice of District certificated vacancies shall be posted at all school sites on designated bulletin boards in areas frequented by Unit Members and in the District Personnel Office.
3. Applications to fill vacancies shall be submitted in writing to the Office of the Assistant Superintendent of Personnel. When a vacancy occurs during the school year, the site principal may initially fill the vacancy(ies) through reassignments. Any resulting vacancy(ies) shall be posted District-wide.
4. Transfer requests shall not be denied arbitrarily, capriciously, or without basis in fact. They shall be considered according to the educational qualifications, experience, and seniority of the applicant as they relate to the needs of the school with the vacancy. However, Unit Members shall be given priority consideration for any vacancy and shall be interviewed by the administrator(s) who will make the selection. No vacancy shall be filled until ten (10) days after its posting. Any resulting vacancy(ies) shall be posted District-wide.
5. When two (2) or more Unit Member applicants with equal qualifications have applied for a vacancy, the one with the greatest seniority shall be selected.
6. If a Unit Member applies for a vacancy and is not selected for the position, he/she shall be granted, upon request, a meeting with the administrator(s) who denied the request in order to discuss the reasons for the denial. A Bargaining Unit Member will be given a written reason for denial of transfer, upon request.
7. Unit Members not granted a requested vacancy shall be notified in writing within fifteen (15) days after a decision is made.
8. Promotional vacancies shall be posted in the same manner as other vacancies. District employee applicants will receive priority consideration, and no vacancy shall be filled until ten (10) days after its posting.
9. The District Personnel Office shall, upon the written request of a Unit Member, notify him/her of all known vacancies, at the time of their posting, which may arise during his/her period of leave. A written request shall be effectual for all of the current school year and must include a mailing address.

C. Involuntary/Administrative Transfers

1. The District has the responsibility to determine educational programs and establish the staffing necessary to implement such programs. The District

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also has the responsibility to honor contractual obligations to its Unit Members and to follow the laws which govern certificated employment practices. The District shall make every effort to establish practices which will maximize the potential of its Unit Members and enhance good personnel relations. An Involuntary/Administrative transfer of a Unit Member shall only be implemented for just cause and only when it is in the best interest of the educational program needs of the District. No such transfer shall take place so long as there is a qualified Unit Member who will voluntarily transfer to the vacant position.

2. An Involuntary/Administrative transfer normally occurs for the following reasons: (a) a decline in student enrollment which causes a surplus; (b) elimination of programs and/or funding. Should it become necessary to involuntarily transfer a Unit Member, the primary considerations in making the decision shall be the educational program needs as they relate to the schools concerned, the provisions of the Unit Member's credentials (major/minor fields of study, special certification) and the capability of the Unit Member.
3. An Involuntary/Administrative transfer may be initiated by the District at any time in order to enhance the educational program and/or as a means of best utilizing a Unit Member's training and expertise but may not be initiated solely for punitive reasons. Such a transfer shall be made in reverse order of seniority with reasonable effort to place the Unit Member in a position similar to his/her most recent assignment. If the Unit Member is properly credentialed and has successfully taught multiple subjects at the site, he/she shall designate the subject to which the seniority shall be applied each time the need for transfer arises.
4. Notice of an involuntary transfer shall be given to a Unit Member as soon as a decision has been made. If the transfer is to take place at the beginning of the next school year, normally notice of such transfer shall be given to the Unit Member no later than May 1, of the current year.
5. Prior to the transfer, the administrator(s), who decided the transfer, will conference with the Unit Member who is to be transferred in order to discuss the necessity of the transfer and its effect upon the Unit Member.
6. If the transferring Unit Member disagrees with the transfer, he/she shall have the right to appeal in writing to the Superintendent. If the Unit Member disagrees with the decision of the Superintendent, he/she shall have the right to appeal in writing to the Board and to request a hearing before the Board. Nothing within this process prohibits the Unit Member from grieving the transfer.

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7. When a surplus of Unit Members occurs at a school site, balancing shall first be achieved by voluntary transfers and second by issuing involuntary transfers. The educational needs will be the first consideration. Seniority will then be the determining factor. A Unit Member who is transferred due to being surplus shall have the first right to return to the opening at the original site at the beginning of the following year if program needs or increased enrollment justify the addition of one or more Unit Members.
8. The District shall help move teacher materials to any new location. A Unit Member who is being transferred after the opening of school shall be given five (5) working days notice and one (1) day of release time before the transfer actually occurs.
9. Unit Members shall not be transferred due to being married to another Unit Member or other employee at the same site.
10. In the event of a school closure, those Unit Members at the site will be given priority consideration for transfer to vacancies within the District.
11. Teachers with specialist credentials shall gain seniority in their special category. A Unit Member who accepts a special District assignment for a period not to exceed one (1) year, and who returns to his/her former school site, shall retain all site seniority previously earned in his/her former position.

D. Assignments and Reassignments

1. Assignments
  - a. All original or initial assignments of Unit Members shall be at the sole discretion of the District.
  - b. The District shall post notice for summer school and supplemental/adjunct positions at all school sites on designated bulletin boards in areas frequented by unit members and in the District Personnel Office. The District shall fill such positions with Unit Member applicants whenever possible.
  - c. Assignment of department chairs at the secondary level will require them to teach the majority of their assignment within the department that they chair.
2. Reassignments for the Successive School Year
  - a. Once the educational program needs of the school have been established, the site administrator will meet with the faculty to



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discuss the master schedule, teacher positions, and other pertinent information for the coming school year.

- b. Individual preference forms will be distributed to all unit members in the District. On these forms unit members will indicate their preferred subjects, grade level/subject level as applicable.
- c. The administration will allow a reasonable and specified period of time for the return of the preference forms.
- d. At the middle school/secondary level, unit members will meet by departments and mutually attempt to agree on their individual positions in order to meet the instructional needs of their departments. The department chair will present the department's recommendations to the site administrator and, upon review of the suggestions, the site administrator will meet with the department chair for the purpose of reaching a consensus.
- e. At the elementary level, the Leadership Team shall be chosen mutually by the staff and administration at each site. The Team will meet with the site administrator to assist and advise in grade level assignments in order to meet the educational needs of the school, as well as the needs of each Unit Member. The Team shall review individual preferences and work with the site administrator for the purpose of reaching a consensus on a staffing plan.
- f. If mutual agreement is not reached within the department at the secondary level, or between the site administrator/Leadership Team at the elementary level, the following criteria are to be considered:
  - (1) Teaching Credential: A Unit Member in possession of a credential which lists the subject(s) which is pertinent to the desired teaching assignment will receive the position over a Unit Member possessing a credential which has no such listing. Likewise, a major in the pertinent subject area will take precedence over a minor. Only if two or more applicants are equally qualified to this point shall special certification be considered in order to break the tie.
  - (2) Special Certification: A Unit Member in possession of special certification in an area directly relating to the desired position will receive the position over a Unit Member not possessing such certification. Only if two or more applicants are equally qualified to this point shall recent experience in the subject area be considered in order to break the tie.

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(3) Experience: The Unit Member with the most teaching days, dating from the present, in the subject area in question will receive the position over all other applicants. Only if two or more applicants are equally qualified in all areas to this point shall District seniority be considered in order to break the tie.

(4) District Seniority: The Unit Member with the greatest amount of District seniority will receive the position over all other applicants.

g. If the Unit Member does not agree with the decision of the department chair or Leadership Team, he/she may appeal to the site administrator. In no instance will a Unit Member be required to teach in any field for which he/she is not credentialed, nor will any Unit Member be required to apply for, or teach under, an emergency credential.

h. Every effort will be made to inform Unit Members of their tentative assignment by May 1. It is normally assumed that Unit Members will continue in their assignment of the previous year unless the Unit Member or the District expresses a need or desire for a reassignment.

3. Reduction in Force

In the event of a District-wide reduction in force, lay-offs shall be conducted in the order of reverse seniority (least senior laid-off first). The following specific criteria, between employees who first rendered paid service to the District on the same date, based solely on the needs of the District and the students thereof, listed in order of importance, shall be applied in the order listed:

- a. Possession of a credential authorizing service in the assignment to be made.
- b. District teaching experience within the last three years in the assignment to be made.
- c. Teaching experience at different grade levels.
- d. Teaching experience in different subject areas.
- e. Teaching experience at more than one school site.

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- f. Multiplicity of credentials.
  - g. Possession of: (1) a graduate degree, (2) a major, (3) a minor in the field to be assigned. Majors and minors are defined as those listed on the credential and recorded at the County Office of Education.
  - h. Special training in the area to be assigned.
  - i. Persons engaged in authorized student, professional, and/or leadership activities; both school and District (beyond the classroom), will be considered the more valuable to the District.
  - j. Number of majors, minors or graduate degrees in subject areas with the District curriculum out of the area to be assigned. Majors and minors are defined as those listed on the credential and recorded at the County Office of Education.
  - k. Receipt of a satisfactory rating on the latest evaluation subsequent to the 1990-1991 school year. If no evaluation has occurred since 1990-1991, then a satisfactory rating will be presumed.
  - l. Number of days of absence (other than industrial accident and pregnancy disability) during three years prior to March 1.
  - m. Affirmative action.
- E. Opening New School Sites
- 1. Teachers at affected schools will have first priority in applying for voluntary transfer to vacancies at the new school(s) according to Part B of this article. If all vacancies are not filled through that process the open positions will be flown through established district posting procedures.

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**ARTICLE SIXTEEN**

**16. TEACHER EVALUATION**

A. Philosophy of Evaluation

1. The purpose of the District’s certificated evaluation process is to provide a standardized system for assessing professional duties, interpersonal relations, and classroom teaching performance based on the California Standards for the Teaching Profession (CSTP) and District Standard 7.
2. These procedures shall be a cooperative effort by teachers and administrators to strengthen instruction and encourage professional growth.

B. Responsible Persons

The immediate supervisor and/or other site administrator(s) designated by the District, hereinafter referred to as “evaluator,” shall have responsibility for the observation and evaluation of the certificated employee, hereafter referred to as "Unit Member."

C. Observation/Evaluation Requirements

1. Probationary Unit Members shall be formally observed and evaluated annually. The minimum number of observations for a Probationary Unit Member shall be two.
2. Permanent unit members employed less than ten years shall be formally observed and evaluated once every two years unless a need for improvement plan is documented. The minimum number of observations for a permanent unit member shall be one.
3. Bargaining unit members who have been employed at least ten (10) years with the school district, and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every five years if the bargaining unit member and the evaluator agree. The certificated employee or the evaluator may withdraw consent and return to the evaluation cycle described in section (2) at any time.

D. Procedures

1. Establishment of Professional Performance Goals.
  - a. In the scheduled year of evaluation, the evaluator shall establish with the Unit Member the Professional Performance Goals within

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thirty (30) days of the beginning of the assignment using the Goal Setting Worksheet.

b. A minimum of six (6) Professional Performance Goals shall be established:

(1) Each Unit Member shall select at least one element from each Standard 1-6 and write a specific goal for each element selected.

CSTP 1 – Engages and Supports All Students in Learning

CSTP 2 – Creating and Maintaining Effective Environments for Student Learning

CSTP 3 – Understands and Organizes Subject Matter for Student Learning

CSTP 4 – Plans Instruction and Designs Learning Experiences for All Students

CSTP 5 – Assesses Student Learning

CSTP 6 – Developing as a Professional Educator

Standard 6 will not be used in the Summative Evaluation; however, it will be discussed informally with the Unit Member during the year-end summative evaluation meeting.

(2) All elements of District Standard 7 will be evaluated.

(3) If mutual agreement is not reached with the evaluator on proposed elements and goals, the evaluator may add or modify up to three elements and corresponding goals from standards 1-5 (total not to exceed 9 elements).

c. Either the evaluator or the Unit Member may request a Professional Performance Goals review prior to January 15 for the purpose of re-evaluating and, if necessary, completing a Professional Performance Goals Revision form.

d. In non-evaluation years permanent unit members not on improvement plans will not be required to complete formal goals and objectives.

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2. Pre-observation Conference, Formal Observation, and Observation Report Conference.
  - a. For probationary unit members, within forty-five (45) days after the beginning of the unit member’s assignment, the evaluator shall conduct the first of at least two (2) formal observations per year.
  - b. For permanent unit members, prior to February 1 in the year of their formal evaluation, the evaluator shall conduct the first of at least one (1) formal observation.
  - c. At least three (3) days prior to each formal observation, the evaluator shall notify the unit member of the scheduled observation. The evaluator and the unit member may review any information pertinent to the observation prior to the observation.
  - d. Each formal observation shall be followed by an observation conference, to be held within seven (7) days of the formal observation, during which time the evaluator and the Unit Member shall review the Observation Report, and discuss necessary follow-up. The Unit Member and the evaluator shall each sign and retain a copy of the Observation Report.
3. Improvement Plan
  - a. When the summative evaluation report identifies elements of the CSTP 1-5 or the District Standard 7 needing improvement, an improvement plan containing specific suggestions for improvement shall be developed by the evaluator for each area of deficiency.
  - b. The evaluator retains the right of approval of the plan. The Unit Member has the right to attach comments to the improvement plan.
4. Summative Evaluation Report, Improvement Plan, and Summative Report Conference
  - a. At least thirty (30) days before the last scheduled day of the work year, the evaluator and the Unit Member shall hold a summative evaluation conference in order to review the Professional Performance Goals and the Summative Evaluation Report.
  - b. The Summative Evaluation Report relates to any of the elements identified in Standards 1-5 of the Professional Performance Goals and to District Standard 7 as measured by observations, observation reports, conferences, and supplemental records. Reference to

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deficiencies which were remediated within the evaluation period may be included in the Summative Evaluation Report.

- c. An Improvement Plan must be completed when the Summative Evaluation Report contains one *not attained* or two *partially attained* in any element of Standards 1-5 and Standard 7. Participation is required in the evaluation process in the following year unless the evaluator determines that extenuating circumstances prevented the employee from attaining that goal(s) and that an Improvement Plan is unnecessary or not applicable.
- d. The Unit Member and the evaluator shall each sign and retain a copy of the Summative Evaluation Report and Improvement Plan, when attached. The Unit Member's signature acknowledges receipt and does not imply agreement with the content.
- e. Pursuant to Education Code Section 44031, the Unit Member has the right to respond in writing to the Summative Evaluation Report and to have the response included in the Unit Member's personnel file. The Summative Evaluation Report and the Improvement Plan, when attached, will be placed in the unit member's Personnel File ten (10) days from the date of the Summative Evaluation Report.
- f. The only official unit member's Personnel File is the one maintained at the District Personnel Office. It shall contain only those items seen by the evaluator and the unit member and which contain a statement of inclusion in the permanent Personnel File. In the event a unit member refuses to sign his or her evaluation or other document for inclusion in the Personnel File, the evaluation or document shall then be placed in the unit member's Personnel File pursuant to Education Code Section 44031.
- g. Administration is prohibited from making derogatory statements in the summative evaluation based on information not shared with the unit member through observation reports or conference summaries.

5. Interim Evaluation Report

When an Improvement Plan has been developed, an Interim Evaluation Report will be used to record progress toward attainment of the goals established in the Improvement Plan.

6. Referral to Peer Assistance and Review (PAR)

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Mandatory Referral to Peer Assistance and Review (PAR) is required for permanent employees when the Summative Evaluation Report contains one *not attained* or two *partially attained* in any element of Standards 1-5.



**ARTICLE SEVENTEEN**

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**17. ADMINISTRATIVE LEADERSHIP SURVEY**

Unit Members at each site shall provide input concerning leadership style of the administrator at least once each year on a mutually developed form under conditions of anonymity.

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## ARTICLE EIGHTEEN

### 18. GRIEVANCE RESOLUTION PROCEDURES

#### A. Definitions

1. “Grievance” is an allegation that there has been a misinterpretation, a misapplication, or a violation of a provision of this Agreement.
2. A “grievant” may be any Unit Member or the Association covered by the terms of this Contract.
3. The “appropriate administrator” is any supervising administrator designated by the District to give formal or informal response to a grievance.
4. The “appropriate HTA representative” is the HTA President or designee and/or the HTA grievance committee chairperson.
5. A “day” is any day in which the central District administrative office is open for business.

#### B. General Provisions

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may affect the welfare or working conditions of Unit Members. The proceedings shall be kept as informal and as confidential as possible. The grievant may at any level request the presence of HTA representative(s). Nothing contained herein will be construed as abridging the rights of Unit Members or HTA to discuss the matter informally with the appropriate administrator(s) or from filing a written formal grievance. Either grievant or respondent may request and shall be granted a face to face conference with the other party within the prescribed time limits at each level.
  2. The grievant shall obtain and use the official HTA/District forms for written grievances and appeals for level two (2) and above. (See Appendix) The HTA President or designee shall sign each written grievance and/or appeal.
  3. The timetable specified at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual written agreement. If a grievant does not file a grievance or an appeal within the prescribed time limits, the grievance shall be considered completed. If the appropriate
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administrator does not respond within the corresponding time limit, the grievant may appeal to the next level within the corresponding time limit.

- 4. Both parties to the grievance shall have access to documents, within the policies and procedures defining confidentiality, which would assist in settling the grievance.
- 5. All known evidence shall be confidentially exchanged between both parties prior to the submission of the grievance to arbitration.
- 6. The formal grievance forms and other grievance records shall be filed separately from the personnel files of the Unit Members involved.
- 7. HTA representatives shall be given release time without loss of compensation for the purposes of representing a grievance, consistent with paragraph (1) stated hereinabove, at the conferences provided at the various levels herein. Such release time shall be limited to the necessary representative(s) per conference and shall not be used for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 8. No reprisals of any kind will be made by the District or its representatives against the grievant or any representative of the grievant due to their participation in the grievance process; nor shall reprisals of any kind be made by any Unit Member or by HTA against the District or its representatives or employees due to their participation in the grievance process.

C. Procedures

1. Informal Level

- a. Any time that an action or omission occurs which might be construed as a “grievance” under this contract, the grievant shall discuss the situation with the appropriate administrator, with the objective of resolving the matter informally. This meeting must take place within twenty (20) days after the act, event or omission, or within twenty (20) days after the grievant knew or reasonably should have known of such act, event or omission giving rise to the grievance.
- b. If the grievant is not satisfied, the grievant may bring a representative of HTA for a subject conference.

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2. Level One (Beginning of Formal Phase)
  - a. If the grievant is not satisfied with the disposition of the grievance at the Informal Level, a formal written grievance to the appropriate administrator shall be filed within thirty (30) days of the act, event or omission, or within thirty (30) days after the grievant knew or reasonably should have known of such act, event or omission giving rise to the grievance.
  - b. The grievant shall obtain and use the official HTA/District form for Level One grievances after discussion with the appropriate HTA representative. The grievance shall include, but not be limited to, a concise statement of the facts and circumstances which give rise to the grievance and may suggest a remedy. The written statement shall state the specific sections of the contract alleged to have been violated.
  - c. The appropriate administrator shall give a written decision within fifteen (15) days after receiving the grievance.
3. Level Two
  - a. If the grievant is not satisfied with the decision rendered in Level One, the grievant may appeal the decision to the Superintendent. Such written appeal must be filed within fifteen (15) days of the receipt of the written decision from Level One.
  - b. The grievant shall obtain and use the official HTA/District form for expression of Level Two grievances after discussion with the appropriate HTA representative.
  - c. If deemed appropriate by either the grievant/HTA or the Superintendent, a conference between these parties shall be held.
  - d. The Superintendent shall give a written decision within fifteen (15) days after receiving written appeal from Level One.
4. Level Three
  - a. If the grievant is not satisfied with the decision at Level Two, the grievant may, within fifteen (15) days of the receipt of the, Superintendent's decision, file a written request with the Superintendent for a hearing before the Board in closed session. Such hearing will be held within fifteen (15) days of the receipt of the request. The Superintendent shall notify the grievant ten (10) days in advance of the hearing. If the grievant chooses to have

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representation at the hearing, notification of such shall be given the Superintendent five (5) days before the hearing.

- b. The Board shall render a decision by the next regularly scheduled school board meeting.
- c. For issues regarding salary, health and welfare benefits, and negotiations, this will be the final step in the grievance process.

5. Level Four

- a. If the grievant is not satisfied with the decision of the school board, the grievance may be referred to grievance mediation. The grievant shall notify the Superintendent within ten (10) days of receipt of the school board's decision.
- b. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- c. As soon as possible, the mediator, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.
- d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- e. In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Four and the grievance may proceed to Level Five.

6. Level Five

- a. If the Association proceeds to arbitration, it shall notify the District in writing within ten (10) days of its decision to proceed to Level Five. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a

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Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- b. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance. The decision of the arbitrator shall be submitted to the Association and the District and will be final.
  
- c. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

NOTE: The language of the grievance resolution procedures pertains to the term of this contract only and will be evaluated and reopened for subsequent contracts.

**ARTICLE NINETEEN**

**19. PEER ASSISTANCE AND REVIEW**

**A. Definition and Purpose**

The Peer Assistance and Review (PAR) program allows exemplary teachers to assist certain permanent teachers in the areas of instructional skills, classroom management, knowledge of subject matter and related aspects of teaching. The three primary groups involved in PAR include the Joint Panel (JP), Participating Teachers (PT) and Consulting Teachers (CT).

**B. Joint Panel (JP)**

1. **Joint Panel Composition and Selection:** The PAR program is supervised and evaluated by a Joint Panel. The JP shall consist of five (5) members, the majority of whom shall be permanent certificated classroom teachers chosen by HTA. HTA shall appoint three (3) teachers to the JP. The District shall appoint two (2) administrators to the JP. The District and HTA shall each appoint one (1) alternate to serve in the event of an absence of a regularly appointed member. The Chair alternates annually between a teacher and an administrator. A panel year is defined as July 1 through June 30. The Panel members' term shall be no more than three (3) years. Panel members must be off the panel for at least one (1) year before being re-selected. For the first year, one (1) teacher and one administrator shall be appointed for a one (1) year term; one (1) teacher and one (1) administrator appointed a two (2) year term; and one (1) teacher shall be appointed for a three (3) year term. Subsequent terms shall be for three (3) years. Alternates shall be appointed to a two (2) year term. Alternates shall complete the balance of a regular JP member's term if appointed to fill that regular member's unexpired vacancy on the JP.

2. **Meeting Schedule and Compensation:** The JP shall establish its own meeting schedule. To meet, a minimum of three certificated classroom teachers and two (2) administrator representatives shall be present. Such meetings may take place either during or after the regular teacher workday, depending on JP needs. When meetings are held during the regular work day, JP members shall be released from their regular duties to attend meetings without loss of pay or benefits. In recognition of the time JP members will spend outside of the regular work day carrying out their responsibilities, members shall receive an annual stipend of one thousand dollars (\$1,000). At the end of the year, alternates shall receive a pro-rated share of the \$1,000 stipend based upon the number of JP meetings which they were required to attend. Regular members of the Panel shall receive the full stipend with no deduction for absences provided they attend ninety (90) percent of the JP meetings per year. The stipend for individual teacher

- 1 Panel members shall be pro-rated if his or her attendance for the year is  
2 below ninety (90) percent.
- 3 3. Voting Procedure: A “quorum” of the JP is defined as three (3) HTA  
4 members and two (2) District members present at the meeting. The JP  
5 shall take action by consensus, which is defined as a minimum of four (4)  
6 affirmative votes.
- 7 4. The JP shall be responsible for:
- 8 (a) Establishing procedures and administering the PAR Program
- 9 (b) Providing annual training for the JP members;
- 10 (c) Establishing its own Rules and Procedures, including its meeting  
11 schedule. Develop forms necessary for rules and procedures.
- 12 (d) Establishing a procedure for application as a Consulting Teacher  
13 (CT) pursuant to this Article;
- 14 (e) Selecting, evaluating and having the authority to replace a CT;
- 15 (f) Selecting trainers and/or training providers for CTs and JP  
16 Members;
- 17 (g) Overseeing and coordinating training for CT prior to their  
18 participation in the program. Training for CTs should include, but  
19 not be limited to: the PAR program, peer coaching, adult learning  
20 theory and role and legal responsibilities and limitations.
- 21 (h) Sending written notification of participation in the PAR program to  
22 the Mandatory Participating Teacher (MPT), The Referred  
23 Participating Teacher (RPT), the Voluntary Participating Teacher  
24 (VPT), the CT, and the site principal.
- 25 (i) Consulting with Participating Teachers (PT) to approve  
26 assignments of and/or reassignments of CT.
- 27 (j) Adopting Rules and Procedures to effect the provisions of this  
28 Article. Adopted Rules and Procedures shall be consistent with the  
29 terms of the Collective Bargaining Agreement.
- 30 (k) Distributing, at the beginning of each school year, a copy of the  
31 adopted Rules and Procedures to all administrators and  
32 participating teachers as well as a copy to be posted at all  
33 school/sites;



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- (l) Determining the number and configuration of CTs based on participation in the comprehensive PAR program, the approved budget, and other relevant considerations;
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- (m) Monitoring the progress of each PT by reviewing status reports regularly submitted by the CT.
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- (n) Review information provided by CTs regarding hours of observations, issues addressed, feedback and other pertinent information.
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- (o) Reviewing the final report prepared by the Consulting Teacher and forwarding the names to the Governing Board of the Mandatory Participating Teachers whose performance, after sustained assistance, is as follows :
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- (1) The MPT's performance is satisfactory and no further help is needed.
- (2) The MPT would benefit from another year in the Program.
- (3) The MPT would not benefit from another year in the Program.
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- (p) Evaluating annually the impact of the PAR program in order to improve the program, including:
- (1) Number of unsatisfactory evaluation referrals
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- (2) Number of permanent volunteer participants
- (3) Training needs of CTs
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- (4) Training needs of the JP
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- (5) Release time needed by the CTs, JP, and PTs
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- (6) Administrative Costs
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- (q) Developing and implementing a plan to stagger the initial terms of CTs so that no more than a majority of CTs' terms will expire in any year.
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- (r) Ensuring that all members of the Committee participate in all votes, except in cases where a personal or professional conflict of interest exists. To ensure that no member participates in discussing and/or voting on any matter in which he/she has a professional or personal

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conflict of interest, the Association or District shall appoint an alternate to the panel for that specific issue.

- (s) Accepting or denying referrals from Voluntary Participating Teacher applicants.
- (t) Developing and recommending, by March 1 of each fiscal year, a budget for all components of the succeeding year’s PAR program subject to Governing Board approval, including the estimated state revenues and expenditures for the PAR program.

5. Program resources shall be used in the following priority:

- (a) Mandatory Participating Teachers (MPTs)
- (b) Referred Participating Teachers (RPTs)
- (c) Voluntary Participating Teachers (VPTs)

6. The JP will be responsible for determining that the PAR Program is unable to provide a Consulting Teacher appropriate to the needs of one or more Referred Participating Teachers due to the lack of qualified Consulting Teacher candidates or the level of participation in the program. Such a finding of necessity shall not affect the evaluations process of the Collective Bargaining Agreement

C. Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be deemed personnel records and shall remain confidential except as necessary to administer this Article, subject to the following exceptions:

- 1. In response to subpoenas or orders of the court.
- 2. Except for voluntary participants, the final report may be used by the District in any employment action based upon instructional performance.

Therefore, JP members and CT’s may disclose information only as necessary to administer this Article.

D. Participating Teachers

1. A Mandatory Participating Teacher (MPT) is a teacher with permanent status who must be referred for assistance to the PAR Program by his/her Principal in order to improve his or her instruction skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. A MPT is defined as a permanent teacher who

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receives the following rating(s) in his/her summative annual evaluation in:  
1) Curricular Objectives, and/or 2) Instructional Techniques/Strategies,  
and/or 3) Classroom Management/Suitable Learning Environment:

- a. One or more “Not Attained”
- b. Two or more “Partially Attained”

2. A Referred Participating Teacher (RPT) is a teacher with permanent status who must be referred for assistance to the PAR Program by his/her Principal in order to improve his or her instruction skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. A RPT is defined as a permanent teacher who receives the following rating(s), in his/her summative annual evaluation in:  
1) Curricular Objectives, and/or 2) Instructional Techniques/Strategies, and/or 3) Classroom Management/Suitable Learning Environment:

- a. One “Partially Attained”

3. A Volunteer Participating Teacher (VPT) is a teacher with permanent status who requests the JP to provide Peer Assistance and a CT in order to improve his or her instruction skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The VPT shall indicate areas in which he/she seeks assistance. All communication between the Consulting Teacher and a Volunteer PT shall be confidential and, without the written consent of the Volunteer, shall not be shared with others including the site principal, the evaluator or the JP. The VPT may terminate his or her participation in the PAR Program at anytime. Participation as a VPT shall not be a factor in that Unit Member’s regular performance evaluation.

4. A different Consulting Teacher may be selected to work with the PT at any time during the PAR process when agreed to by the PT and the JP or when necessitated by expiration of a Consulting Teacher’s term or resignation/removal from the program of a Consulting Teacher.

E. Term

The term of this assistance shall normally be for one (1) year with an option for an extension of a second year, if the JP concludes that significant progress is being made by the Referred PT.

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F. Consulting Teacher (CT)

1. Definition: A Consulting Teacher (CT) is a teacher who provides assistance to a PT pursuant to the PAR Program. The qualifications for the CT shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
  - a. Be a fully credentialed member or retired member of the bargaining unit who is or was a classroom teacher with permanent status and at least five (5) years overall successful classroom teaching service in the District. In the event that there are not enough CTs meeting the above criteria, voluntary participants and non-permanent participants may be assigned CTs with a minimum of 3 years of the above qualifications.
  - b. Have substantial recent classroom experience with direct involvement in student instruction for at least the last three consecutive years.
  - c. Shall demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. CTs shall have no “not attained” or “partially attained” ratings in any area on their last two evaluations.

In addition, the JP shall consider evidence of skill in working cooperatively and effectively with other professional staff members in the decision to appoint CT.

2. Selection

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

- a. A reference from an administrator who has worked with the employee.
- b. A reference from an elected Association representative.
- c. A reference from another classroom teacher.

A CT shall be selected by a majority vote of the JP following classroom observation of the applicant by at least one teacher member and one administrator member of the JP, and a personal interview by the JP.

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3. CT vacancies shall be posted throughout the District.
4. All applications, deliberations and references will be treated with confidentiality as pre-employment/promotional records.
5. Term: The CT shall normally serve two (2) years which can be lengthened to three (3) years subject to satisfactory annual reviews of the CT's performance by the JP. A teacher may not serve in the position for more than two (2) consecutive three (3)-year terms. If the performance of the CT is found to be unsatisfactory by the JP, they may remove the CT from his/her role at any time.

G. Duties: Functions performed by bargaining Unit Members pursuant to this agreement shall not constitute either management or supervisory functions. The CT and Association appointed JP members shall maintain all rights as bargaining Unit Members.

1. The CT shall meet with the PT to discuss the PAR Program; to establish mutually agreed upon performance goals; to develop the assistance plan; and to develop a process for determining successful completion of the PAR Program, based on areas of deficiency, as noted in the PT's performance evaluation. The CT shall also meet with the PT's principal to discuss the targeted area(s) of improvement. CTs shall not meet with the principal of a VPT unless requested to do so by the VPT.
2. The CT shall conduct multiple observations of the PT during classroom instruction and provide specific immediate feedback to the PT after observations.
3. The CT shall monitor the progress of the PT and provide periodic written reports to the JP regarding the status of MPTs and VPTs.
4. The CT and the MPT's and/or RPT's Principal shall maintain ongoing communication with respect to the process of Peer Assistance and Review and the assistance plan.
5. The CT shall continue to provide assistance to the MPT and RPT during the school year until the JP concludes that the teacher's performance, after sustained assistance is as follows:
  - a. The MPT's or RPT's performance is satisfactory and no further help is needed.
  - b. The MPT or RPT would benefit from another year in the Program.

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- c. The MPT or RPT would not benefit from another year in the Program
  
- 6. A copy of the CT's report shall be submitted to and discussed with the MPT and/or RPT to receive his or her input before it is submitted to the JP. The PT's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of it. The MPT/RPT shall have the right to submit a written response, within five (5) days of receiving the CT's final report, and have it attached to all copies of the final report. After those five days, the report and any attachments from the PT shall be submitted by the CT to the JP. The RPT/MPT shall also have the right to request a meeting with the JP. The JP may deliberate in closed session after all presentations have been made.
  
- 7. Subsequent to the process identified above, the MPT/RPT shall not have further right of appeal to the JP regarding the recommendation and report to the Governing Board.
  
- 8. CT shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring and/or by other activities, which, in their professional judgment, will assist the PT. When necessary to obtain specialized subject matter or instructional competency, the CT may request additional assistance from the JP to fully address identified areas of deficient performance. This assistance shall be obtained pursuant to procedures established by the JP. In such cases, the CT shall retain primary responsibility for the assistance and support program.
  
- H. Program Configuration Models for CT
  - 1. As the JP deems it necessary or appropriate, models as indicated below may be used to provide assistance and review for PTs.
  
  - 2. Full Release Model
    - a. Each Full Release Consulting Teacher model shall serve a 184-day calendar while in the position of CT. Days of work shall normally be defined as an 8-hour day. CTs shall be compensated at their normal salary as determined by their placement on the teacher's salary schedule.
  
    - b. Each Full Release Consulting Teacher shall be assigned PTs as determined by the JP.
  
    - c. Upon completion of his/her service as a Full Release Consulting Teacher, the teacher shall have the right to return to the school of their prior assignment. In the event the CT's return causes a surplus

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of teachers at that site, the Collective Bargaining Agreement’s provision for surplus teachers shall be followed.

3. Partial Release or Shared Teaching Model

- a. This model will normally involve a partial CT assignment combined with a partial teaching assignment or a shared assignment between two (2) half-time CTs. Half release CTs shall serve a 184-day calendar. Days of work shall normally be defined as an 8-hour day. CTs shall be compensated at their normal salary as determined by their placement on the teacher’s salary schedule.
- b. Each Partial Release or Shared Teaching Consulting Teacher shall be assigned PTs as determined by the JP.
- c. Upon completion of his/her service as a Partial Release or Shared Teacher, the teacher shall have the right to return to or remain at their prior site. In the event the CT’s return causes a surplus of teachers at that site, the Collective Bargaining Agreement’s provision for surplus teachers shall be followed.

4. Half Contract Model

- a. This model may be approved for an individual whose only assignment is a CT working on a half-time basis. This model will involve a 184 work day calendar. Each work day shall normally be 4 hours with compensation at the individual Unit Member’s placement on the certificated salary schedule adjusted for half-time service.
- b. Each Half Contract Consulting Teacher shall be assigned PTs as determined by the JP.
- c. Upon completion of his/her service as a Half Contract Consulting Teacher, the teacher shall have the right to return to or remain at their prior site. In the event the CT’s return causes a surplus of teachers at that site, the Collective Bargaining Agreement’s provision for surplus teachers shall be followed.

5. Stipend Model

When necessary the JP may use an extra-duty assignment “Stipend Model” to meet CT/PT needs. When an individual teacher serves as a CT in this model, compensation shall be \$4,200 per year. Each Stipend Model Consulting Teacher will be assigned a minimum of two (2) PTs or more as

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determined by the JP. Stipends may be pro-rated for less than full year assignments or less than 2 PTs.

6. Retired Teacher Model

This model may be used to employ retired teachers to serve as CT for Volunteer Participating Teachers. Compensation may be based on either the contractual hourly amount, not to exceed the stipend model amount above, or the stipend amount for a minimum of four (4) VPTs.

I. Miscellaneous Provisions

1. This Article does not expand nor diminish Unit Member’s rights guaranteed to him or her by law or the HTA Collective Bargaining Agreement.
2. Nothing in the Article precludes the Principal or District from completing informal or formal observations nor from notifying the teacher verbally or in writing, regarding incidents or events related to the teacher’s fulfillment of his/her professional obligations.
3. Hold Harmless:  

The District shall hold harmless the members of the PAR panel and the Consulting Teacher for any liability arising out of their participation in this program. The District agrees to indemnify and provide a defense for the JP and CT against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the JP and/or CT’s participation in Peer Assistance and Review.
4. The PAR Program shall not deal with teacher employment issues arising from allegations of neglect of duty, misconduct or matters resulting solely from attendance issues, which are distinct from teacher evaluations pursuant to the Collective Bargaining Agreement.
5. Not more than 5% of the funds received by the District for PAR may be expended for administrative costs. It is understood and agreed PAR shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa) or successor legislation.

This Agreement shall constitute the full, final and complete Agreement by and between the parties, however the Program may be revised by the mutual consent of the District and Association.



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## ARTICLE TWENTY

### **20. INTERN TEACHER PROGRAM**

If an Intern Program is re-established, a committee shall be formed including HTA to establish the parameters of the program.

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3 **ARTICLE TWENTY-ONE**  
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5 **21. PARTIAL ASSIGNMENTS**

6 The Board may authorize partial assignments with the following provisions:

- 7 A. Definition: Partial assignment is any assignment less than one hundred percent  
8 (100%), as jointly agreed upon by the Unit Member and the District  
9 administration.  
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- 11 B. Unit Members may request a partial assignment at any time in writing to the site  
12 administrator with a copy to the personnel office.  
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- 14 C. Compensation: Unit Members with partial assignments shall be placed  
15 appropriately on the teachers' salary schedule, and receive appropriate increments  
16 for each year of service, and be given appropriate added increments for advanced  
17 degrees or longevity. When the Unit Member serves seventy-five percent (75%)  
18 of the actual teaching assignment of a full-time teacher, a full year's experience  
19 increment shall be granted. Full year experience increments shall only be granted  
20 on July 1st of each year.  
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- 22 D. Return to Full-Time: Unit Members with partial assignments who hold full-time  
23 tenure rights shall be transferred to full-time employment at the beginning of the  
24 following school year provided they have informed the District of their desire to  
25 do so prior to March 1.  
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**ARTICLE TWENTY-TWO**

**22. STAFF DEVELOPMENT**

A. Staff Development

Staff development will be a cooperative venture between the District, School Site Councils, and Leadership Teams pursuant to School Based Coordinated Plans.

B. Staff Development Day

A voluntary staff development day is defined as seven (7) hours and shall not be conducted on a minimum day. However, a staff development buy back day may be conducted over several calendar days, e.g., three (3) afternoon sessions at 2 hours, 20 minutes = one (1) full day. Other incremental fractions of a day may be configured to equal seven (7) hours. Additionally, Saturdays may be utilized as partial or full days as staff development buy back.

Compensation for eligible Unit Members shall be the state-funded rate actually received by the District, minus the cost to the District for mandatory/statutory benefits (examples: Workers Compensation, State Unemployment Insurance and Medicare). Eligible Unit Members must complete the full seven (7) hours of staff development in order to be paid. Partial days will not be compensated.

**ARTICLE TWENTY-THREE**

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**23. EARLY RETIREMENT**

A. Retirement

1. Retired Unit Members of the District may continue to carry the insurance package which is in effect in the District in accordance with the provisions of AB 528 and COBRA and according to their eligibility.
2. Any current Unit Member who has served in a credentialed position for the District for a period of not less than ten (10) years and has attained the age fifty-five (55) is eligible for the same family medical and dental benefits as available to full-time Unit Members until the age of sixty-five (65) at District expense. If retirement begins at or after age sixty (60), a minimum of seven (7) years service in the District is required.

B. Hesperia Voluntary Full-Time Early Retirement Plan

1. An early retirement plan will be considered by the District when it can be shown that the District will not have to bear undue financial commitment for its initiation.

**ARTICLE TWENTY-FOUR**

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**24. SAVINGS PROVISION**

If any provision(s) of this Agreement is/are contrary to law, or if any provision(s) herein is/are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions will continue in full force and effect.

**ARTICLE TWENTY-FIVE**

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**25. RECONFIGURATION**

- A. If a reconfiguration occurs, the District and the HTA shall immediately meet to negotiate those items which affect Unit Member work conditions.
  
- B. The District will give the HTA good and appropriate advance notice of the intent to restructure a school. If the restructuring occurs, the District and the HTA shall immediately meet to negotiate those items which affect Unit Member work conditions.
  
- C. The calendar will be a joint effort between the District and HTA. The proposed calendar would be presented to the Superintendent by January 15 of each school year.
  
- D. Should there be a change in the Unit Member’s work year, the monthly pay period shall remain twelfthly.

**ARTICLE TWENTY-SIX**

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**26. NEGOTIATING PROCEDURES**

- A. In years where re-openers are applicable, the representative parties shall meet and negotiate in good faith on negotiable items after and in accordance with the legal requirements of the “Sunshine” Law. Any “tentative agreement” (TA) reached between the parties shall be reduced to writing and signed by them.
- B. Either party may utilize the services of outside consultants and/or resource persons and may call upon them to attend and assist in negotiations.
- C. The District shall provide necessary days of release time for each HTA negotiating team member.
- D. Consideration shall be given to the HTA negotiation team members in terms of release from duty assignments at school sites during active meetings/negotiations.
- E. After its ratification, the Board shall provide seven (7) copies for each elementary school site and ten (10) copies for each secondary school site, plus one (1) copy for each member of the HTA Executive Board and ten (10) additional copies for placement as designated by HTA.

**ARTICLE TWENTY-SEVEN**

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**27. TERM OF AGREEMENT**

- A. This Agreement is made and entered into upon the date the last party ratifies it, between the Hesperia Unified School District (hereinafter referred to as “District”) and the Hesperia Teachers’ Association (hereinafter referred to as “HTA”.)
- B. This Agreement is entered into pursuant to chapter 10.7, Section 3540-3549, of the Government Code.
- C. This Agreement is effective on the date of ratification by the last party and shall remain in full force and effect up to and including June 30, 2010 abiding by the parameters of the Negotiating Procedures Article.
- D. Re-openers:
  - 1. Health and welfare benefits shall be re-opened for the 2008-2009 and 2009-2010 school years.
  - 2. Salary will be re-opened for the 2009-2010 school year.
  - 3. For each year of this agreement, each party shall have the option to re-open two articles in addition to salary and health and welfare benefits.
- E. The Board shall not reduce or eliminate any benefits or professional advantages which were enjoyed by Unit Members as of the effective date of this Agreement unless otherwise provided by the express terms herein or applicable State and Federal laws and regulations.
- F. This Agreement shall supersede any rules, regulations or practices of the Board or HTA which are contrary to or inconsistent with the terms herein.
- G. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement the Agreement shall be uniform in application and effect.



**ARTICLE TWENTY-EIGHT**

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**28. DEFINITIONS**

- A. **APPROPRIATE ADMINISTRATOR:** The administrator having direct responsibility for the supervision of the Unit Member or, in the case of a grievance, any supervising administrator designated by the District to give formal or informal response to a grievance.
- B. **DESIGNEE:** Person(s) selected by the administration or HTA to represent them.
- C. **ELEMENTARY:** Refers to grades kindergarten (K) through sixth (6th).
- D. **EMERGENCY:** An emergency is defined herein as an abnormal and unexpected situation that cannot be anticipated nor planned for by normal administrative procedures which require the immediate attention of the District.
- E. **EMPLOYEE or UNIT MEMBER:** Those certificated persons who comprise the bargaining unit, and who are exclusively represented by the Hesperia Teachers' Association (HTA), namely certificated:
  - Classroom Teachers
  - Nurses
  - ROTC
  - SDC/RSP Teachers
  - Speech Therapists
  - Teachers on Special Assignment
- F. **FBRL:** Funded Base Revenue Limit is defined as the following components: base funding per student, cost-of-living adjustment (COLA), equalization, and deficit factor as given to the District and verified through the State's P2 Certification.
- G. **HOURLY RATE:** Commencing July 1, 2008 the hourly rate shall be \$30 and will be adjusted each year at the same rate as the salary schedule.
- H. **MIDDLE SCHOOL:** Refers to grades seventh (7th) through eighth (8th).
- I. **MINIMUM DAY:** The amount of instructional time at the applicable grade level required to receive state funding for students in attendance.
- J. **PER DIEM RATE:** For a Unit Member equates to one one-hundred-eighty-fourth (1/184th) of his/her annual salary as determined by the current placement on the salary schedule.
- K. **PERSONNEL FILE:** The only official file supervised and maintained by the administrator of Certificated Personnel Services at the District's central office.

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- L. PREPARATION/CONFERENCE: That period of time normally allotted classroom teachers for the purpose of conferencing and preparing for class instruction.
- M. RELEASE TIME: The time that a Unit Member is released from regular duties without loss of pay to perform District approved activities as provided for in this Agreement.
- N. REPRESENTATIVE: Person(s) selected by the Unit Member or the HTA to represent them.
- O. SECONDARY: Refers to those grade levels seventh (7th) through twelfth (12th).
- P. DAY: A day is a day in which the District Office is open for business.

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**APPENDIX A**  
**TEACHER EVALUATION FORMS**

1. Goals Setting Worksheet and CA Standards For The Teaching Profession
2. Professional Performance Goals
3. Professional Performance Goals Revision
4. Observation Report
5. Summative Evaluation Report
6. Improvement Plan and CA Standards For The Teaching Profession
7. Interim Evaluation Report

**APPENDIX B**

**GRIEVANCE PROCEDURE FORMS**

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- 1. Grievance Form - Level One
- 2. Grievance Form - Level Two
- 3. Grievance Form - Level Three
- 4. Grievance Form - Level Four

**APPENDIX C  
SALARY SCHEDULE**

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**APPENDIX D**  
**CATSTROPHIC LEAVE BANK AGREEMENT**

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## CATASTROPHIC LEAVE BANK AGREEMENT

1. The District will permit permanent certificated employees to voluntarily donate sick leave to certificated employee \_\_\_\_\_ only.
2. Donated sick leave shall be applied to \_\_\_\_\_ 's sick leave account effective \_\_\_\_\_.
3. Each individual certificated employee donor may voluntarily donate up to a maximum of five (5), full sick leave days for \_\_\_\_\_ 's use for this specific extended leave / illness only. The minimum voluntary donation is one (1) full sick leave day per employee. All days donated by certificated employees shall be irrevocable. However, if \_\_\_\_\_ is released by his/her medical provider to return to work prior to using all donated sick leave, or if all donated sick leave is not used by \_\_\_\_\_ for any reason by \_\_\_\_\_ all unused donated sick leave shall be credited back to donor employees on a pro-rated basis. For example, if \_\_\_\_\_ uses only 50% of the donated sick leave, donating employees shall have 50% of the sick leave they donated to \_\_\_\_\_ re-credited to their sick leave.  

The order in which employees donate sick leave shall have no effect on the manner or order in which donated leave is applied toward \_\_\_\_\_ 's catastrophic leave, or in the manner or order in which unused catastrophic leave is re-credited to donating employees.
4. In no event shall the total sick days used exceed \_\_\_\_\_ 's \_\_\_\_\_ work year.
5. There is no expectation or requirement that \_\_\_\_\_ will have to repay or that he/she owes sick leave time back to any donor, unless such donated leave is not used by \_\_\_\_\_, but will be returned to the donor prorated, if all donated days are not used.
6. Each certificated employee donor shall sign a waiver that clearly states his or her donation of sick leave is voluntary and irrevocable, and that all implications of such donations are understood, and that they hold the District, its employees, agents and HTA harmless of any liability regarding this program and/or their donation.
7. This donation is not precedent setting and does not constitute or establish a past practice in any manner.
8. The total compensation paid to \_\_\_\_\_ during catastrophic leave shall not exceed one (1) full day per diem pay per day including, but not limited to, all differential sick leave, donated sick leave and/or income protection benefit payments.
9. This program shall not create any expectation by HTA or by its Unit Members, of any obligation by the District, to continue or re-institute catastrophic leave for this employee or any other employee at any time in the future. Additionally, the District shall not be required to disclose its reasons or rationale for not participating in any future catastrophic leave program.
10. Neither the provisions nor implementation of this voluntary catastrophic leave program shall be subject to the Grievance Article as set forth in the HTA Collective Bargaining Agreement.
11. Donated leave shall NOT be applied to \_\_\_\_\_ 's leave retroactively for any day for which \_\_\_\_\_ received differential pay that occurred prior to \_\_\_\_\_.

\_\_\_\_\_  
HTA Representative

\_\_\_\_\_  
HUSD Management

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**APPENDIX E**  
**MEMORANDUM OF UNDERSTANDING**



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2 APPROVAL OF AGREEMENT BETWEEN THE HESPERIA UNIFIED SCHOOL DISTRICT  
3 AND THE HESPERIA TEACHERS' ASSOCIATION  
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5 Date of Ratification of 2<sup>nd</sup> Party – June 30, 2010  
6 Effective Date Last Party Ratifies  
7

8 **The signatories to this Agreement held the offices so indicated below on the date of ratification by**  
9 **the parties.**

10  
11 **For the District**

11 **For HTA**

12 \_\_\_\_\_ /  
13 \_\_\_\_\_ /Date

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