

**ARTICLE I  
Agreement**

This is an agreement made and entered into this **10<sup>th</sup> day of May, 2018**, between the Board of Education of the Hacienda La Puente Unified School District (hereinafter referred to as “Board”) and the Hacienda La Puente Teachers Association/California Teachers/National Teachers Association (hereinafter referred to as “Association”, an employee organization.)

**For the Hacienda La Puente  
Teachers Association:**

**For the Board of Education:**

\_\_\_\_\_  
HLPTA Bargaining Team  
Chairperson

\_\_\_\_\_  
Board’s Representative  
Chairperson

\_\_\_\_\_  
Bargaining Team Member

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Board’s Representative

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Bargaining Team Member

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Board’s Representative

**Approved:**

**Board of Education:**

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Billie Joe Wright, HLPTA President

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Gino Kwok, Esq., President

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Penny Fraumeni, Vice President

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Martin Medrano, Clerk

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Anthony Duarte, Member

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Dr. Joseph K. Chang, Member

**ARTICLE II**  
**Term**

This agreement is effective **July 1, 2017**, unless specified elsewhere in this contract and shall remain in full force and effect up to and including **June 30, 2019**, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15 of the final year of the agreement of its request to modify, amend, or terminate the agreement. During the 2017-2018 school year, there will be a general reopener on up to three articles each for the Association and the District, in addition to a reopener on salary compensation and health benefits. The Association will submit all initial proposals for negotiations, including reopeners, in writing no later than June 1 of any year. The District will submit its initial proposals for negotiations no later than August 1 of any year, with formal negotiations beginning no later than mid-September.

**ARTICLE III**  
**Recognition**

The Board recognizes the Hacienda La Puente Teachers Association/CTA/NEA as the exclusive representative for the purposes of the Rodda Act (Government Code Section 3540, et. seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions:

K-12 Classroom Teachers	K-12 Counselors
Adult School Teachers	9-12 Vocational Counselors
Preschool Teachers	K-12 School Librarians
Child Development Teachers	Speech/Language Specialist
Special Education Teachers	Nurses
Temporary Teachers	Psychologists
Special Assignment Teachers	Teachers of Pregnant Minors
School Resource Teachers	GATE Teachers
Elementary Bilingual Resource Teachers	Military Science Teachers
District Program Specialist, Bilingual	Consulting Teachers
District Program Specialist, Bilingual Education/Curriculum	
District Program Specialist, Bilingual/Migrant	
District Program Specialist, Health/Substance Abuse	
District Program Specialist, GATE	
District Program Specialist, Curriculum	
District Program Specialist, School Based Programs	
District Program Specialist, Special Education/Curriculum	
District Program Specialist, Career/Vocational Education	
District Program Specialist, Special Education	

In addition, excluding all other positions not designated, including but not limited to certificated management, supervisory, and confidential positions. This is a true and concise description of the current management designations.

Superintendent	Administrator, Correctional Facility Program
Assistant Superintendents	Administrator, Academics
District Directors	Project Managers
District Coordinators	Coordinator, Correctional Rehabilitation
Consultants	Librarian, Correctional Facilities
District Library Media & Technology Coordinator	Assistant Directors, Adult School
High School Principals	Director, Child Development/Parent Education Program
High School Assistant Principals	Administrator, Vocational Services
Student Activities Advisors	Adult School Coordinators/Supervisors
Junior High School Principals	Adult School Counselors
K-8 Principals	High School Head Counselors
Junior High School Assistant Principals	Coordinator of Health Services
Elementary School Principals	Attendance Counselors/Coordinators
Director, Adult Education	

Part-time casuals excluded are:

Substitutes	Intern Teachers (not under regular contract)
Cooperative Teachers (not under regular contract)	Regional Occupational Program Teachers (ROP employees)
Student Teachers	Certificated employees under eight (8) hours a week
Summer School Teachers	Home Teachers

The District and the Association recognize the educational value of offering career technical education programs to enhance student learning. The District and the Association also recognize that ROP classes offer alternative educational opportunities for students. The District and the Association also recognize the Association's intention of protecting the integrity of the bargaining unit.

The Association and the Board agree that the unit is appropriate and that they will not seek a clarification or amendment of the above named unit, as to either the specific exclusions or the enumerated inclusions.

In the event a new position, not presently defined, is created, the Association's president and the Board's representative will discuss the appropriateness of the position to the unit. In the event agreement cannot be reached, the Public Employment Relations Board will be consulted for a decision.

**ARTICLE IV**  
**Management Rights**

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are 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 objective; 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 work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees.

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 law.

The District retains its right to suspend the provisions of this agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. When an emergency is called, the District will notify the Association of the reasons for the emergency, the expected duration of the emergency, and the specific articles of the agreement that are suspended by the emergency. An emergency is a natural or human catastrophe such as fire, earthquake, flood, large-scale student disturbance. Nothing in this article shall lessen any enumerated certificated personnel rights provided in the Education Code.

**ARTICLE V**  
**Association Rights**

- A. The Association shall be entitled to use the official bulletin boards, and other means of communication to employees, subject to the following conditions:
1. Within each school or building, there shall be designated one or more sections of bulletin boards as staff bulletin boards. Communications to employees shall be posted only on these bulletin boards.
  2. Mailboxes and other district means of distributing information are primarily for use as a means of communication for matters pertaining to the functioning of the district and the school. The Association is permitted their use for distribution of materials as long as that use does not interfere with the normal functioning of the school or department. The Association may use school equipment for preparation of material as long as the use does not interfere with normal school operations. The Association may not use district materials for Association business.

The Association understands the District computer network is a service provided by the District, and is a privilege, not a right.

3. Administrators in charge of these bulletin boards and mailboxes are designated as the superintendent's representatives. The Association shall provide copies of all materials distributed to the above-mentioned representatives who shall not censor the materials.
4. Communication sent through the District system of distribution to be posted on staff bulletin boards or placed in employee mailboxes, shall include the name of the organization sending the communication, the date of posting or distribution, and the designated authorization by the Association president or executive director.

Faculty representatives or other officers shall be permitted to write, post, and distribute association material only at their sites. Such material must clearly designate the name of the organization, the date of posting or distribution, and the name and position of the representative.

5. Faculty or other staff meeting time shall not be taken for association business, but short announcements may be made upon prior notification to the principal or division head. Association meetings shall be held separately from staff meetings.
6. The Association and its employees may request use of school buildings and facilities. Requests shall be made through established district procedures. The use of special facilities (gymnasium, kitchen, etc.) which may require the services of additional personnel or the sponsoring of events, at which an admission charge is made, will be subject to a charge covering the cost.
7. Official representatives of the Association shall report to the school or department office before visiting an employee on the premises of the school or district building. Association business, discussions, and activities will be conducted by employees or Association officials outside established work hours as defined in Article VIII. Representatives of the Association shall not contact employees during the normal work day with the exception that the Association president, executive director, or official designees of the president who are on a released day may contact employees during the workday at a time other than during student contact or when the employee has other responsibilities.
8. When any District-wide committee is formed, the Association president shall appoint an official Association representative to the committee. The District will make every effort to not schedule District-wide meetings/trainings on the Mondays scheduled for HLPTA Representative Council meetings during the regular school year. The Association will provide the District with a tentative calendar of each monthly meeting date no later than June 30.
9. Twice annually, during the first Management Team meeting of each semester, the Assistant Superintendent, Human Resources will remind site administrators to make every effort to not schedule site-based meetings on the Mondays scheduled for HLPTA Representative Council meetings during the regular school year.

#### B. Association President Release

1. Effective September 2002 (with the exception of 2003-04 and 2004-05) the president of the Association shall be granted a paid leave of absence for association business. The Association shall reimburse the District for the time of the Association president as

follows: 100% of the salary shown on step 1, Column III of the K-12 salary schedule, plus STRS, Medicare, unemployment insurance, workers' compensation, and the minimum health/welfare benefits package. The Association may purchase up to 35 substitute days.

2. At the conclusion of the president's term, he/she shall have the right to return to his/her prior site. In the event that a vacancy does not exist at the outgoing president's prior site, the District shall invoke the involuntary transfer process to resolve the overage.

Should the outgoing president prefer a different assignment or site, the Human Resources Department will work with the outgoing president to identify his/her first, second and third preference for placement into an existing vacancy for which the outgoing president is credentialed and qualified. The District shall accommodate the outgoing president's preferences.

- C. An employee shall be entitled to representation by the Association in matters which may affect his/her continued employment with the District, at times when disciplinary action is contemplated, at interviews or meetings with his/her supervisor to discuss significant matters reasonably relating to his/her employment status, or when reviewing his/her personnel file.

The immediate supervisor shall notify an employee of the subject matter of a requested conference.

On matters of concern other than those listed above, the employee may request a meeting with his/her supervisor and may be accompanied by a representative if he/she so desires. Reasonable meeting requests will be granted. The employee shall notify his/her supervisor of the subject matter of a requested conference.

- D. The Association and the Board agree that neither party shall practice unlawful discrimination against any employee in the bargaining unit because of race, color, creed, sex, age, religion, physical handicap, the exercise of his/her political opinion and membership in an employee organization, or participation in the activities of an employee organization.
- E. Each principal shall post or make readily available a copy of the board agenda at each building. In addition, the Association shall receive three (3) copies of board agenda materials.

## **ARTICLE VI**

### **Shared Decision Making**

- A. The Board and the Association agree to cooperatively participate in the development of site-based decision making at each school location.
- B. The Association and the District agree to continue their participation on the Shared Decision Making Steering Committee, and will collaborate with other district stakeholder groups in the development of a model for shared decision making at the district and site level. Upon approval, the vision, plan and process shall be included in this article.
  1. Shared Decision Making (SDM) is a collaborative process designed to improve the learning environment and student achievement in an atmosphere of trust and respect. The SDM process allows stakeholders to draw upon their expertise and to support increased

student achievement. In HLPUSD, the SDM process will be implemented at the individual sites in conjunction with the School Site Council.

2. An important element of student success in our district is the use of a Shared Decision Making process. It recognizes the importance of stakeholder involvement in the success of public education. Shared Decision Making is based on trust and a belief in the strength of shared responsibility in decision making that positively impacts student achievement. It is also recognized that an additional benefit of the SDM process is increased stakeholder morale.
3. The cornerstones of our Shared Decision Making process are trust, respect and equity of voice. SDM inspires innovative ideas by bringing together the collective expertise and experience of the stakeholders. It is our belief that problems are an opportunity for change and that the Shared Decision Making process is the vehicle to assist, guide, and validate those who are responsible for making, implementing, and carrying out decisions. We believe timely, clear, honest, respectful communication promotes shared responsibility and accountability. Above all, students are the center of all decisions made!
4. Shared Decision Making Steering Committee:
  - a. The purpose of the SDM Steering Committee is to monitor and support the implementation of the SDM program. By having the SDM Steering Committee act in an oversight role, the representatives of the associations and district talk and hear the same message. Dialogue within this group is open, honest and ongoing.
  - b. The Steering Committee's role and responsibility in the decision-making process is to ensure that the process is systemic and implemented within defined guidelines at the sites. It is this official body that proposes recommendations, which include but are not limited to changes in policies, budget and programs.
  - c. The SDM Steering Committee is composed of representatives from:
    - Hacienda La Puente Unified School District central office
    - Hacienda La Puente Teachers Association (HLPTA)
    - California School Employees Association (CSEA)
    - Service Employees International Union (SEIU)
    - Hacienda La Puente Administrators Association (HLPAA)
    - Parents
    - Community members
  - d. Responsibilities of the Steering Committee:
    - Identify facilitators to assist with the SDM process
    - Provide training and ongoing support for the facilitators
    - Ensure training for the stakeholders on the SDM philosophy and district model (e.g., conflict resolution, team building, decision making)
    - Serve as liaisons to the sites
    - Ensure the assessment survey is administered at each site
    - Ensure the SDM process is evaluated and revised as necessary
    - Define timeline for implementation and necessary activities
    - Update all stakeholders on the process

5. Shared Decision Making Councils
  - a. Parameters: Shared Decision Making Councils will need to ensure compliance with California state law for School Site Councils (SSC). A focus on student achievement must be evident in the decisions being made at the site and district level. The implementation of standards-based instruction and data-driven decision-making are components used within the student achievement parameter.
  - b. A Shared Decision Making/School Site Council (SDM/SSC) shall be established at the schools. The SDM/SSC shall be a merged body of the existing SSC and the newly developed SDM, which will operate under the state guidelines for School Site Councils and locally developed shared decision-making procedures. The site principal must be a member of the SDM/SSC.
  - c. Bylaws for SDM/SSC shall be written in conformance with the “Guidelines and Expectations” cited on pages 7-8 of the Shared Decision Making School/Site Council Handbook (October 14, 2005).
  - d. Composition of the SDM/SSC shall be as established on page 9 of the Shared Decision Making/School Site Council Handbook (October 14, 2005).
6. The Shared Decision Making process shall follow the guidelines as presented on pages 11-14 in the Shared Decision Making/School Site Council Handbook (October 14, 2005).
- C. The following scope areas must be addressed by schools trained in and implementing the Shared Decision Making process in conjunction with the School Site Council:
  1. Develop, approve, implement, and monitor the school plan.
  2. Approve allocation and expenditure of the school plan budget.
  3. Ensure that staff development is aligned with the school plan.
  4. Review school wide discipline/attendance plan, identify, and implement any necessary changes and improvements.
- D. The following scope areas are optional:
  1. Develop plan for expenditures when additional funds become available to the school site.
  2. Develop schedules for activities within the school day.

## **ARTICLE VII Grievance Procedure**

- A. The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent. All time limits shall consist of working days. Upon mutual agreement between the board and the association, these time limits may be extended.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be treated as



confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer. Both parties agree that no adverse actions shall be taken against the grievant(s) or participants in the grievance process because of the use of this procedure.

- D. Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- E. The aggrieved party shall be present at all meetings and hearings and may be represented at all meetings and hearings at all steps of the grievance procedure by an association representative.

F. Definitions

- 1. Grievance—A claim by a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement.
- 2. Grievant—A grievant is a district employee or group of employees in the bargaining unit covered by this agreement who is filing a grievance. The Association may file a grievance alleging that a right of the association has been violated.
- 3. Parties in Interest—The person or persons making the claim, any person or persons assisting the claimant, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4. Immediate Administrator—An immediate administrator is the administrator having the first line jurisdiction over the employee who is filing the grievance.

G. Grievance Resolution—Grievances will be processed in accordance with the following steps:

Step 1.a. Informal Level: Before filing a formal written grievance, the grievant shall identify the grievance and attempt to resolve it by an informal conference with his/her supervisor within the first ten (10) days of the twenty (20) days of Step 1.b.

Step 1.b. Any grievant who knew or reasonably should have known of the circumstances, which formed the basis for the grievance shall present the grievance in writing to the immediate administrator within twenty (20) days. Failure to do so will render the grievance null and void. The written information shall include:

- a. Description of the specific grounds of the grievance, including name, dates, and places necessary for complete understanding of the grievance.
- b. The date Step 1.a. was held.
- c. A listing of the provisions of this agreement, which are alleged to have been violated, misapplied, or misinterpreted.
- d. A listing of the specific action requested of the district, which will remedy the grievance.

The immediate administrator or his/her designee shall meet with the grievant within five (5) days. The disposition of the grievance shall be indicated in writing within five (5) days of the meeting with copies to the grievant and the association.

Step 2. If the aggrieved party is not satisfied with the disposition at Step 1, the aggrieved party shall send a written copy of the grievance to the superintendent within ten (10) days, with a copy also sent to the immediate supervisor or his/her designee. The superintendent or his/her designee shall meet with the grievant or his/her designee within five (5) days. The disposition of the grievance shall be indicated in writing within five (5) days of the meeting, with copies furnished to the aggrieved party and the Association.

Step 3.a Mediation: If a grievance is not resolved within ten (10) days after the decision is rendered at Step 2, the grievant may request that the Association submit the grievance to mediation. The Association, by written request to the superintendent and within five (5) days after receipt of the request from the grievant, will request that the District contact the California State Mediation/Conciliation Service and request that a mediator be appointed at no charge to either party. The District will make the request to the Mediation/ Conciliation Services within five (5) days of the request by the Association. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties.

The opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party. The reasons stated are not subject to challenge.

Step 3.b. If mediation does not satisfactorily resolve the grievance, within ten (10) days after the last mediation session, the grievant may request that the Association submit the grievance to arbitration. The Association, by written request to the superintendent and within five (5) days after receipt of the request from the grievant, may submit the grievance to arbitration.

By mutual agreement between the parties, individual cases with similar facts may be combined before a single arbitrator. The arbitrator shall be selected by the two parties within five (5) days after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within three (3) days, the American Arbitration Association will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of the coin. By mutual agreement between the parties expedited arbitration procedures may be used. The rules of the American Arbitration Association then in force shall be utilized by the parties in the conduct of the hearing.

It shall be the function of the arbitrator to make an award to resolve the grievance. The arbitrator shall be subject to the following limitations:

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- b. The arbitrator shall have no power to establish the structure of the salary schedule.

The fees and expenses of the arbitrator shall be paid by the losing party, Association or District, as determined by the arbitrator. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

Either party may request a certified court reporter to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting reporting or shared by the parties if both mutually agree.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings as an award which shall be final and binding.

## **ARTICLE VIII Organizational Security**

If required by the Association, the following provisions shall apply toward employees in the bargaining unit:

- A. Any employee who is a member of the HLPTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. The above amounts shall be established by the Association annually prior to the beginning of each school year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- B. Any employee who is not a member of the HLPTA/CTA/NEA, or who does not make application for membership, or who does not provide the District with an assignment authorizing deduction of the representational fee within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a representational fee in an amount equal to unified membership dues, payable to the Association in one lump-sum cash payment within sixty (60) days of initial employment or by October 31 of each current school year. In the event that a unit member shall not pay such representational fee directly to the Association by the time required, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph A of this Article. There shall be no charge to the Association for such mandatory representational fee deductions. Payment of such representational fee shall be a condition of continued employment.
- C. 1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support HLPTA/CTA/NEA as a condition of

employment; except that such unit member shall pay, in lieu of a representational fee, sums equal to such representational fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. Foundation to Assist California Teachers
- b. Student Scholarship Fund established by the district
- c. United Way Agency

Such payment shall be made on or before June 1 of each school year.

2. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph C.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs A and B of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before June 1<sup>st</sup> of each school year. The Association shall have the right of inspection in order to review said proof of payment.
  3. Any employee making payments as set forth in paragraph C.1 and C.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- D. Part-time employees and employees on a paid leave of absence shall pay a fee in an amount equal to the Association's prorated annual dues for part-time employees. Employees on an unpaid leave of absence shall pay the fee of Association dues schedule, Category 3 within sixty (60) days of beginning their leave of absence.
- E. The Association shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other actions arising from the provisions of this Article.
- F. With respect to all sums deducted by the District pursuant to paragraphs A and B above, whether for membership dues or representational fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.
- G. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

## **ARTICLE IX**

### **Work Year - Working Hours – Duties**

- A. The instructional responsibilities of the teaching staff shall include the knowledge and utilization of current teaching and pupil evaluation techniques; the establishment of teaching goals and objectives based upon district goals and objectives; preparation that reflects appropriate instructional activities and the use of student evaluation techniques that are consistent with district goals and objectives and assist all students in meeting district grade

level/subject standards and in demonstrating proficiency on state required examinations; the development and maintenance of positive discipline practices, and the knowledge of child growth and development as it relates to learning. The district will be responsible for providing information and/or instruction for the above-mentioned responsibilities. It is the professional responsibility of each teacher to continually stay current in knowledge, and practice regarding these instructional responsibilities.

Instructional responsibilities include parent and student school conferences, conferences with administrators and other staff regarding students; professional development; service on building and/or district committees; attendance at faculty meetings; Professional Learning Community meetings; IEP meetings; attendance at graduation, PTA, and/or parent meetings and activities when the employee has a responsibility at the activity. Bargaining Unit Members shall maintain student records (including but not limited to attendance, grades, IEPs, etc.) using the student information system/s as determined by the District.

Principals will consult with their staffs to insure that staff meetings be reasonable in length and frequency to allow adequate planning and preparation time. After school meetings shall be limited when possible to 1.5 hours, and shall not exceed five (5) hours per month.

- B. Employees are also responsible for adjunct duty assignments. Adjunct duties are only supervision of student oriented social and/or recreational activities. **At the high school level, this can also include chain crew, game clocks, ticket sales, etc.** These activities include, but are not limited to athletic events, dances, drama and music events, clubs and club activities.

Adjunct duty responsibilities should be scheduled as far in advance as possible so that employees may plan their instructional activities.

In making adjunct duty assignments, the supervisor should accept volunteers' offers prior to making assignments. Volunteers' time shall count along with assigned time in the balancing out of the sharing of the adjunct duty responsibilities among the staff. In requiring adjunct duties, the district will act in a reasonable manner.

Participation in adjunct duty activities, outside the working day, as required or directed by the immediate supervisor, shall not exceed fifteen (15) hours per year per employee.

- C. 1. ELEMENTARY – Grades K-5 or K-6 at stand-alone K-6 sites, including Transitional Kindergarten

- a. Teachers at the elementary level are to be assigned according to the following teaching schedule, exclusive of planning time:

TK/Kinder/Primary:            283 minutes

Intermediate:                    303 minutes

- b. All full time elementary school teachers will be provided a preparation time during their workday. When the school day is on a regular schedule, this preparation time shall be 20 consecutive minutes a day.

- 2. MIDDLE SCHOOL – Grades 6-8 or 7-8

- a. An academic schedule incorporating a five (5) period teaching day for middle school teachers (6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>) will be jointly developed by the school's certificated staff and administration to be implemented by September 2001. This schedule will be

reviewed annually, is subject to contract and state guidelines, and is to be monitored by the association and administration.

- b. Unless stipulated differently by an individual's contract, teachers at the middle school level shall not teach more than the equivalent of five (5) fifty-six minute periods per day or twenty-five (25) fifty-six minute periods per week, exclusive of the preparation period. All full-time middle school teachers will be provided a preparation time during their workday. When the school day is on a regular schedule, this preparation time shall be the equivalent of 56 consecutive minutes a day. This planning period is to be used for activities directly related to a teacher's teaching assignment. Any other school-related use of this time is to be voluntary. Schools will provide suitable workspace for those teachers who are unable to plan in their assigned classroom(s). An individual's contract may allow teaching a sixth period assignment on a voluntary basis at the special sixth period assignment rate.
- c. The number of students that a middle school teacher may be assigned as the teacher of record in academic classes shall not exceed 170 for any semester, or 250 in P.E., unless the teacher has agreed in writing with the principal to accept responsibility for the number in excess of 170 or 250 respectively.

### 3. HIGH SCHOOL – Grades 9-12

- a. Unless stipulated differently by an individual's contract, teachers at the high school level shall not teach more than five (5) fifty-six minute periods per day, exclusive of the preparation period. An individual's contract may allow teaching a sixth period in the regular block. All full time senior high school teachers will be provided a preparation time during their workday. When the school day is on a regular schedule, this preparation time shall be 56 consecutive minutes a day for the high school.

### 4. WORK DAY

- a. Employees assigned at the elementary level (C.1) are to be at school fifteen (15) minutes prior to the commencement of the highest grades students' regular day and continue until the conclusion of the preparation period after the conclusion of the highest grades students' regular school day.
- b. Employees assigned to Middle School (C.2) or High School (C.3) are to be at school fifteen (15) minutes prior to the commencement of the first period class at the school and continuing until the conclusion of their last period class or after the employee's preparation period, whichever is later.
- c. Teaching day or work day modifications - Any decision to modify the teaching day or work day that does not alter the teacher work week as measured in minutes shall:
  - (1) have the approval of the modification by the principal
  - (2) have the approval of the modification by the majority of the certificated staff affected
- d. Accumulated time at the elementary and middle school level will be used as follows:
  - (1) one day a month for grade or subject level planning
  - (2) one day a month for professional development or grade level planning

- (3) two days a month for individual planning, or three days a month when a fifth early release day occurs during any month

In months where three (3) or fewer early release days occur, at least one day shall be used for individual planning. The schedule, and any such modifications, shall be reviewed and voted on no less than annually. The vote will be by written ballot and conducted by each site representative and one other association member. Prior to conducting a vote, the District and the Association will review the ballot. The site representative will provide a copy of the voting results to the principal and the Association president. All such modified schedules will be forwarded 30 days prior to the end of the previous school year to the Teachers Association and the Assistant Superintendent, Human Resources.

- e. Modifications to the teaching or workday that alter the teacher work week as measured in minutes shall require a Memorandum of Understanding (MOU) to be executed between the District and the Association. Proposed schedules shall be presented to the Association for review/consultation prior to the vote of the faculty. The modified schedule shall:

- (1) have the approval of the modification by the principal
- (2) have the approval of the modification by the consensus ( $\geq 70\%$ ) of the certificated staff

All such modified schedules and MOUs will be forwarded 30 days prior to the end of the previous school year to the Teachers Association by the Assistant Superintendent, Human Resources.

- D. The state required number of instructional minutes per year must be maintained at each school site. Minutes must be maintained in the school day to cover any minimum days, which may result in a reduction of the required minutes.
- E. Five minimum days will be scheduled in the fall and five days in the spring for elementary and middle school parent conferences when there is no release day for this purpose. Any exception to this schedule will be with the acceptance of the majority of the affected teaching staff.

One minimum day in the first trimester and one minimum day in the second trimester will be provided for the purpose of completing elementary report cards. The state required number of instructional minutes per day and per year (1<sup>st</sup>-3<sup>rd</sup> = 50,940 minutes, 4<sup>th</sup>-5<sup>th</sup> = 54,540 minutes) must be maintained at each school site. Minutes may need to be added to the regular school day to cover any minimum days, which may result in a reduction of the required minutes.

- F. If excess enrollment in middle/high school courses requires the formation of additional sections as determined by the site supervisor and the Assistant Superintendent, Human Resources, bargaining unit members may be offered the option of teaching an additional period.
- G. Other certificated teaching or service employees will have their schedule determined by the building administrator or immediate supervisor in accordance with their specific responsibilities and contract obligations.

- H. All full time employees, working at the same location and grade level, will be treated equitably with respect to preparation time and duty-free lunchtime. Elementary and middle school teachers will not be required to supervise students (yard duty, bus duty, parking lot duty, etc.) before school, after school or during recess and/or nutrition break, except when there is a school wide situation which may affect the safety of students and staff, or when a regular noon-aide is occasionally absent and the school is unable to obtain a substitute. When necessary, duty assignments shall be determined by the principal and distributed in an equitable manner. A consecutive thirty-minute duty-free lunch, exclusive of passing periods, shall be provided for each employee.
- I. Whenever an employee is used as a substitute for another employee during the former's preparation period, it shall be either voluntary, as related to adjunct duties, or on a paid basis.
- J. All employees will sign a weekly payroll attendance form verifying their attendance.
- K. The workday for the positions of Psychologist, Language Speech Specialists and District Program Specialist is 8:00 a.m. to 4:00 p.m., with one-half hour duty-free lunch.
- L. The length of the work year shall be determined by the board in accordance with the employee's individual contract.

Unless stipulated differently by an individual's contract, the work year for employees in the unit is as follows:

Classification	2014-2015 Workdays	2015-2016 Workdays	2016-2017 Workdays	* Workdays as of 7/1/2017
Teachers	184	188	187	185
Counselors	189	193	192	190
TOSAs	184	188	187	185
Nurses	184	188	187	185
DPS	191	195	194	192
Psychologist	191	195	194	192
Speech Language Specialist	191	195	194	192
*Effective July 1, 2017, one (1) Professional Growth Day shall be added to the work year.				

- M. The district shall assign non-teaching bargaining unit members in a manner that is consistent with past practice.

In the event that a bargaining unit member assigned as a Teacher on Special Assignment (TOSA) or District Program Specialist (DPS) does not continue in the position, he/she shall be returned to the position held at the time he/she attains permanency in the District.



- N. Any contract of an individual employee in effect on or after the date of this agreement shall be subject to and consistent with the terms and conditions of this agreement.
- O. Employees shall provide to their site administrator and the district Human Resources Office their current mailing address and notify the district Human Resources Office within ten (10) days of a change of address.
- P. Employees assigned to two or more different sites shall be assigned by Human Resources a designated site for the purposes of professional responsibilities and adjunct duties. In consultation with the designated site administrator, an instructional schedule will be developed. Employees assigned to two or more different sites shall receive a jointly prepared evaluation signed by the designated site administrator. Adequate and appropriate travel and preparation time will be provided along with a duty free lunch.

## **ARTICLE X**

### **Adult School Employees**

Adult school employees shall be covered by all the articles of the agreement with the exception of Article IX (Working Hours-Work Year-Duties), Article XII (Class Size), modifications to Article XV (Transfers/Assignments) as enumerated in this article, modifications to Article XVI (Employee Evaluation) as enumerated in this article, and modifications to Article XVIII (Leaves-Sick Leave) as enumerated in this article.

- A. The instructional responsibilities of the teaching staff shall include the knowledge and utilization of current teaching and student evaluation techniques; the establishment of teaching goals and objectives based on district goals and objectives; preparation that reflects appropriate instructional activities and the use of student evaluation techniques that are consistent with district goals and objectives; the completion and maintenance of assessments identifying student progress on subject content; and the development and maintenance of a positive learning environment.

#### **B. ASSIGNMENTS**

- 1. Adult education assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments. When hiring for adult education, notice will be given to the department. First consideration will be given to increasing assignments, or changing assignments of currently employed adult education employees desiring a change in assignment before other applicants are considered. If requested, the employee will be given the reasons why his/her hours were not increased or assignment changed. When there is a reduction in adult school classes, first consideration will be given to maintaining adult school teachers' hours over K-12 contract employees teaching extra hours in the Adult School.

When possible, employees will be notified of their assignment thirty (30) days before the beginning of each semester. Employees may indicate a preference for a change of assignment by notifying their supervisor in writing forty-five days before the beginning of the next semester.

2. The Board may reduce the service of probationary employees for any of the following reasons:
  - a. Average daily attendance decline
  - b. A particular service or class be reduced or discontinued
  - c. Conclusion of special funding
  - d. Unsatisfactory performance affecting the instructional program, including special curriculum needs, as evidenced by evaluation reports.
3. Student attendance in adult classes is voluntary; and classes are subject to closing if attendance falls below that specified in Section F, or for other reasons as specified in Section A, 2, a-d. When for the reasons enumerated in A, 2, a-d, the district is proposing to reduce the hours of a non-tenured employee or terminate his/her employment, notification of the reduction or termination and the reasons will be given to the employee in writing. Prior notice to the teacher will be based on the number of sessions the class has met since the beginning of the semester.
  - a. For classes meeting between one and three sessions, no prior notification to teacher prior to closing the class.
  - b. For between four and five sessions, one working day's notification to teacher prior to closing the class.
  - c. For between six and ten sessions, two working days' notification to teacher prior to closing the class.
  - d. Each additional period of five class sessions require an additional working day's notification to teacher to a maximum required notice of five working days.
4. No permanent employee may be terminated or reduced while any probationary employee or any employee with less seniority is retained to render a service, which said permanent employee is certificated and competent to render. The Board shall make assignments and reassignments in such a manner that permanent employees shall be retained to render any service, which their seniority and qualifications entitle them to render.
5. When the District is proposing to alter an employee's assignment for the fall, spring, or during the semester from day to evening, from evening to day, or from straight shift to split shift, the employee will be notified and given an opportunity at least forty-eight (48) hours before the proposed schedule change to request a meeting with his/her immediate supervisor and state a preference relative to the proposed assignment. If requested by the employee in writing, the reasons for the change will be stated in writing within five (5) working days.

#### C. PERMANENCY

1. Thirty (30) hours a week is considered a full-time assignment at the adult school. Eighteen (18) hours or more per week must be worked in order to receive permanency. Permanency may not be attained for more than thirty (30) hours per week.

2. To attain permanency, a bargaining unit member must teach a minimum of 75% of the regular school year and 75% of the hours of a full time assignment for two (2) consecutive years.
3. Permanency shall be based on service, as is equivalent to the average number of hours per week, which employees have served during their probationary years. It is not the intent of the District to reduce the hours of second-year probationary employees for the sole purpose of disallowing attainment of permanent status. Employees who have attained permanency at a level below thirty (30) hours and who subsequently are increased in hours shall have their tenure level increased pursuant to the average of the two years.
4. Employees with permanency in the K-12 program who become eligible for permanency in adult education must at the time of being eligible elect as to whether permanency is with the K-12 program or adult school.

#### D. SICK LEAVE

1. Sick leave is a leave of absence granted to an employee because of personal illness.

2. Length of Leave

Sick leave is to be earned on a basis of the average hours per day worked during the pay period. Employees may utilize their projected earnable sick leave for the current semester prior to its being earned. If their assignment is reduced or terminated during that semester, then their last salary warrant will be reduced by the amount of unearned sick leave advanced.

3. Compensation

Sick leave is to be paid on a basis of the regular day assignment if the individual has earned available sick leave (e.g. An employee who averaged 3.6 hours per day earned sick leave will still be paid for six hours if the day of absence happened to occur on a six-hour scheduled work day or two hours if the day happened to be a two-hour scheduled work day).

An adult education employee shall be entitled to statutory differential pay as provided in Education Code 44977.

#### E. HOLIDAYS

This section only applies to Adult School Temporary Hourly Teachers.

1. If an employee is scheduled to work on both Friday and Saturday and a legal holiday falls on Saturday and by law the district has Friday as the holiday, the employee will receive holiday pay for both Friday and Saturday. An employee who works only on Saturday, but is not scheduled to work on Friday, would only receive holiday pay for the Friday if the Saturday were a legal holiday.
2. Employees assigned fifteen (15) hours or more per week are eligible for paid legal holidays. No holiday benefits will be paid if an employee works less than fifteen (15) hours per week, or if the holiday falls on a day when the employee otherwise would not have worked.

3. If a holiday falls on an assigned workday, pay is the same as if the employee had worked.
4. When assigned to work on a local holiday, the employee will be paid at the normal salary rate for time worked in addition to holiday pay or with prior approval of the director may take compensatory time off. Such additional pay is excluded from the computation of any additional benefits prorated on hours worked. Holidays will be computed toward sick leave as if they were days worked.

F. SALARY SCHEDULE RULES AND REGULATIONS

See Appendix A.

G. CLASS SIZE LEVELS

Adult school classes are expected to maintain an annual average of seventeen (17) students per teacher hour assigned. Classes below this level are subject to closure by the administration of the adult school.

H. AIDE RATIOS

For the first twenty-five (25) students in adult classes, the teacher may be allowed one aide when justified by the nature of the class. For each additional six (6) students, another aide may be allowed.

I. EVALUATION

All adult school employees working eighteen (18) hours or more shall be evaluated according to the procedures in Article XVI (Employee Evaluation).

J. TRANSFERS

1. Voluntary Transfers

The District shall utilize the voluntary transfer procedure in Article XV for adult school personnel with the following exceptions:

- a. This provision applies only to personnel and positions that are regularly assigned 18 hours or more per week for 135 days or more per year.
- b. The official bulletin boards are those bulletin boards at the adult school facilities.
- c. The requirement for posting shall be five (5) working days.

2. Involuntary Transfers

The District shall utilize the involuntary transfer procedure in Article XV for adult school personnel working 18 hours or more when they are being involuntarily transferred between various adult school's administrative units.

K. SPLIT SHIFT INCENTIVE

All employees working eighteen (18) hours or more per week, but less than thirty-one (31) hours per week, who are assigned to a day shift and a night shift on or after six p.m. with a one and one-half hour shift break or more between those shifts or are assigned split

shifts with a break of two hours or more between the two shifts, shall be paid a split shift incentive of fifty (50¢) cents per hour for the second shift.

**L. FACULTY MEETINGS**

Faculty meetings will be included as part of the work assignment of all employees working thirty (30) hours per week. Faculty meetings will be held on the employees' regular work days, will be contiguous to the employees' workday, will be held no more than once a month and will be of reasonable length.

**ARTICLE XI  
Calendar**

K-12 and Adult Education calendars for the 2018-19 school years are included in Appendix F.

**ARTICLE XII  
Class Size**

The District will continue the current staffing formulas during the time of the agreement.

Teachers are assigned to buildings on the basis of the following District-wide average student-teacher staffing ratios: TK-3, 24:1 (contingent upon continued state funding for Class Size Reduction), 4-12, 32:1. Nurses, counselors, librarians, and other support personnel shall not be counted in the computation of the staffing ratios.

Special education teachers and their students shall not be utilized in determining the staffing ratio. Special education class size shall not exceed the maximum stated within the Education and Administrative Codes. Consideration is given to the severity of students' handicapping conditions when determining class loads.

**ARTICLE XIII  
Employee Safety**

- A. In order to provide for employee safety, the District and employees shall follow the Civil Code, Education Code, and California Occupational Safety and Health Act, and Board of Education Policies 4119.11, "Prohibition Against Sexual Harassment by Employees," 5145.7, "Prohibition Against Sexual Harassment Of or By Students," and 1311, "Civility Policy" in order to ensure a place of employment which is as safe as the nature of the employment and duties reasonably permits.
- B. Employees shall not be required to perform duties under conditions, which endanger their health or safety, or the health and safety of their students. Employees shall not be put at risk by location and/or by being without access to assistance. In the exercise of the foregoing rights, the employees shall not neglect the responsibility to provide for the safety of the students. It shall be the responsibility of the employees to report, in writing, a potentially unsafe or existent unsafe condition to his/her immediate supervisor. The District will follow the requirements and timelines of the Williams Settlement in addressing the reported unsafe condition.

- C. Employees may use reasonable force to protect themselves and other students from the actions of a particular student or group of students.
- D. Supervisors shall inform employees of all school security procedures annually. In order to provide for employee safety in the areas of attacks or assaults, the District and all employees will follow the procedures outlined in the District Administrative Regulations 5131.4, "Campus Disturbances" and 4158, "Employee Security." Employees shall promptly report to their principal or other immediate supervisor any attack, assault or physical threat made against them by a student. Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. In addition, supervisors shall inform employees annually of the provisions of Board Policies 4119.11, "Prohibition Against Sexual Harassment by Employees," 5145.7, "Prohibition Against Sexual Harassment Of or By Students," and 1311, "Civility Policy" to ensure a safe and positive work environment for all employees.
- E. Employees shall be informed relative to the rights and duties of all employees with respect to student discipline, including the prohibition of corporal punishment and the right to suspend a student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" in Administrative Regulation 5144.1, Suspension and Expulsion/Due Process. Such suspension requires that the teacher: (1) immediately report this action to the principal and send the student to the principal for appropriate action; (2) as soon as possible hold a conference with the student's parent/guardian regarding the removal; and (3) upon parent request, allow the student to complete any assignments and tests missed during the removal.
- F. Each site will establish a discipline policy to meet the site's individual needs. The policy must be consistent with state and federal law, California Education Code, Board Policies and Administrative Regulations. Teachers and administrators shall enforce the site discipline policy fairly, consistently and without discrimination.
- G. When a student is transferred from another class or school within the district for behavioral problems or personal conflict with an employee, the receiving employee will be notified of all legally allowable information regarding that transfer through direct oral or written communication by the site administrator or designee prior to actual admission. The same procedures will apply to students transferred from outside the district when the district is in receipt of such information.

The principal or designee will maintain information on each student who has engaged in, or is reasonably suspected of, any act during the previous three school years, which could constitute grounds for suspension or expulsion. Teachers will be informed annually regarding the availability of this information and where it is located.

All information received by a teacher shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

- H. The District and Association agree to establish a joint committee to investigate strategies for the support of student discipline. The superintendent and Association president will receive regular reports regarding the committee's work. A progress report will be presented to the Association bargaining team by the committee by May 30, 2008.

- I. Specialized health services shall be provided by employees who are health professionals or are trained to provide such services.
- J. All District Board Policies and Administrative Regulations referenced in this article shall be placed in the appendix to the contract or will be available on line.
- K. A complete and updated copy of all Board Policies will be available on the District's website.

**ARTICLE XIV**  
**Extra Duty Assignments**

Extra pay shall be granted to those employees who perform specific duties outside their regular assignment and duties.

No employee will be allowed more than three extra pay assignments per school year without approval of the superintendent or his/her designee.

Granting of more than two (2) extra duty assignments in any one (1) semester will be reviewed and assessed by the superintendent or his/her designee as to whether there would be interference with the individual's regular assignment.

Employees in the regular K-12 program who have an extra duty assignment in the adult school will be limited to seven (7) hours per week instruction for each assignment.

Duties not to be counted as extra duty assignments include all summer assignments, inservice, workshops, meetings, and conferences.

**ARTICLE XV**  
**Transfers/Assignments**

A transfer is defined as a change in teaching position from one school to another. Transfers fall into two categories: (1) voluntary transfers that are initiated at the request of an employee, and (2) involuntary transfers that are initiated by the District. The principal criterion for consideration of a transfer is whether or not it will result in the best instructional program for the school district. The best educational program results from the selection of a school faculty, which is well balanced in terms of the teacher's competency, background and experience. Careful consideration will be given to each of the above when filling vacancies with transfers.

An assignment refers to the determination of subjects, grade levels, or other assignments, for which employees are to accept responsibility.

Voluntary and involuntary transfers will be processed in the following manner:

- A. Posting of Openings
  - 1. An opening is defined as a position at a location, which the District has determined, is to be filled by a regular or temporary employee rather than a substitute employee.
  - 2. The District will cause to be posted on each official bulletin board a notice of each opening at least five (5) working days prior to the deadline for applications.

Each notice will be dated upon posting. The District may, in cases where an opening occurs after the school year has commenced, temporarily fill such position without going through any transfer procedures. Such employees will be used only until the regular employee returns or resigns.

3. During the summer, vacancy notices will be sent to those employees who make a request in writing to the Human Resources Office giving their summer mailing address.
4. No opening shall be filled until after the deadline date for application.

#### B. Voluntary Transfers

The following guidelines shall be utilized in fulfilling the employee's requested transfer.

1. Transfer requests will be considered when an employee expresses, in writing on the proper form, the desire to be transferred to a specific grade/subject at another site in the coming school year. Requests for voluntary transfer must be brought in person to the Human Resources Department no later than May 1<sup>st</sup>.
2. The filing of a request for transfer shall be without prejudice to the employee, and shall not jeopardize the present assignment. The request for transfer may be withdrawn at any time prior to official confirmation that the transfer has been affected.
3. Current employees will receive consideration regarding a transfer for which they are qualified before outside applicants. Those not selected will receive a written response as to the reason they were not selected.
4. Employees with transfer requests on file must be available for interview for a specific position within the five (5) day posting period. During the summer recess, teachers with transfer requests on file may leave a telephone number at which they may be contacted for an interview. When necessary, an interview may be conducted by telephone.

#### C. Involuntary Transfers

1. Employees may be involuntarily transferred for one or more of the following reasons:
  - a. Declining enrollment or balance class size.
  - b. The legitimate educationally related needs of the school such as bilingual education program requirements or categorically funded program requirements or requirements of the District's affirmative action policy or state or federal rules, regulations or laws.
  - c. Performance renewal. An employee may be involuntarily transferred no more than once every three (3) years in order to improve his/her performance, if the deficiencies on performance have been reflected in the most recent official written evaluation of the employee.
  - d. Certification adjustment. An employee may be transferred if it is determined that his/her assignment is in violation of credential authorization



- e. If a supervisor believes that an irreconcilable conflict exists because the employee's continued service would have a deleterious effect upon the school or students then the supervisor shall meet with the employee to discuss the situation, state the reasons for the irreconcilable conflict, and attempt to mutually resolve the conflict in a timely manner. If the supervisor and the employee cannot mutually resolve the conflict, the supervisor shall state the reasons for the irreconcilable conflict in writing. These reasons shall be submitted to the Assistant Superintendent Human Resources and the employee. The employee may file a written response and request a determination by the superintendent. The superintendent or his/her designee shall investigate the situation. Following this investigation, the superintendent shall make a written response to the supervisor and employee. Following this written response the employee may be involuntarily transferred if good cause exists for the superintendent to believe that the employee's continued service would have deleterious effect upon the school or students.
2. When an involuntary transfer is deemed necessary, because of C.I-a, b, then the following shall occur:
    - a. Volunteers will be sought prior to utilizing involuntary transfers.
    - b. The employee under consideration for involuntary transfer shall be notified.
    - c. Within five (5) workdays of the notification, the employee selected for potential transfer may request and will be granted a meeting with the administrator initiating the potential transfer for both parties to discuss and consider alternatives to the proposed transfer.
    - d. If an employee is notified that he/she is to be transferred, the employee, upon request, shall receive written reasons for the transfer. Such request shall be made within five (5) days following the notification. The District shall provide the written rationale within seven (7) days of the request.
    - e. If an employee feels that the reason for his/her selection as the involuntary transferee is irreconcilable conflict, in lieu of filing a grievance, he/she shall state the reasons for said conflict in writing. These reasons shall be submitted to the superintendent and the supervisor. The supervisor may file a written response. The superintendent or his/her designee shall investigate the situation. Following this investigation, the superintendent shall make a written response to the employee and the supervisor. If the investigation supports the allegation, the rationale for the transfer shall be listed as irreconcilable conflict.
  3. The determination of which employee shall be involuntarily transferred shall be based upon the following factors in order of priority:
    - a. Possession of the appropriate credential.
    - b. Major/minor field of study and recency of experience within five (5) years.

- c. The legitimate educationally related needs of the school and requirements of the District's affirmative action program.
- d. Extra-curricular responsibilities.

The employee with the least years of service in the District shall be transferred provided the above factors are equal.

If two or more employees with the same initial date of service to the District are being considered for involuntary transfer on the basis of seniority, it will be established by lot. The District shall conduct the lottery for the employees involved in fair, equitable, and reasonable manner with Association representatives present.

- 4. All employees being involuntarily transferred shall have equal opportunity to apply for and be considered for any available openings. When a choice of positions is possible, employees may indicate an order of preference.
- 5. Employees being involuntarily transferred shall normally be placed in teaching or other appropriate positions. Use of employees as day-to-day substitutes shall be kept to a minimum.
- 6. If an employee goes on leave and is replaced by a long-term substitute or person on a temporary contract, then the returning employee shall go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave, and further, shall be affected by any transfers the same as though he/she had never gone on leave.
- 7. If the position that an employee held when he/she went on leave no longer exists when he/she returns from leave, then the employee returning from leave shall be accorded all the rights and privileges that are afforded any other employee being involuntarily transferred.
- 8. If an employee is transferred after the school year begins, then the employee shall be allowed three (3) days of preparation time.
- 9. The District shall provide an employee being transferred with reasonable assistance for moving of materials to the new assignment.
- 10. When a school closes, employees will be assigned to the school receiving the closed school's students and will be considered as part of the total staff. If an overage should exist, then the involuntary transfer section of this article shall be utilized to determine which employee(s) shall be transferred.
- 11. When possible, consideration should be given by the supervisor not to involuntarily transfer a teacher more than once during a three-year period.

#### D. Assignments

- 1. The supervisor will attempt to keep employees informed as to vacant staff assignments at that location during the school year and for the following school year. Prior to June 1<sup>st</sup>, employees may submit to their supervisor, in writing, a request to be considered for a different grade level or different subject area assignment as long as such assignment is within their credential authorization. In making assignments, the principal will take into consideration the frequency with

which a teacher has been assigned (or not assigned) classes such as combination or remedial classes/sections. When possible, employees shall be notified, in writing, by June 1<sup>st</sup> of their tentative assignment and work location for the coming school year.

2. If the tentative assignments or work locations are changed during the summer, the employee shall be notified by mail addressed to the employee's current mailing address on file with the district.
3. Volunteers will be sought before assigning any teacher to a combination classroom. Such assignments will be reviewed annually. When possible, only teachers with a clear credential and teaching experience should be assigned to a combination class, and such assignments should be rotated when there is no volunteer. Any decision to design an elementary combination class, which contains more than two (2) grade levels, will be done with the participation of the teachers involved.
4. Teachers who are required to change room assignments shall have reasonable assistance and time to prepare the classroom for students.

## **ARTICLE XVI Employee Evaluation**

**For the 2018-2019 school year, the current contract language in the collective bargaining agreement (2015-2018) for Employee Evaluation will remain in effect.**

**In the 2019-2020 school year, the new contract language for Employee Evaluation will go into effect.**

**The District and the Association agree that the use of employee evaluation is a means of validating and improving instructional practice and is for the benefit of teachers and students. The evaluation process shall be utilized in a fair and equitable manner across the District.**

### **A. Academic Freedom**

**It is the policy of the District that all instruction shall be balanced, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of the diverse cultures and heritages of our District. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint, which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.**

### **B. Notifications**

**Every employee to be formally evaluated in a school year is entitled to know and shall be clearly informed prior to September 15 of each school year about (1) what information will be used to assess performance, and (2) what standards will be used to**

**judge whether the quality of performance is acceptable. The information and standards shall be established by mutual agreement and subject to periodic review.**

### **C. Individual Development Plan**

- 1. Prior to September 15 of each school year, each employee and immediate supervisor shall mutually agree upon an Individual's Development Plan. If extenuating circumstances exist, the date may be extended to October 1. An employee hired after the beginning of the school year shall have one month to establish his/her IDP for the remainder of the year or contracted period.**
- 2. The immediate supervisor of each employee may be assisted in the development of IDPs by other members of the administrative staff.**
- 3. Goals and indicators shall be integrated with the District's established instructional goals of expected practices and student outcomes.**
- 4. In setting the individual employee's IDP, the following should be taken into account:**
  - a. The employee's current level of expertise in professional practice.**
  - b. The resources available to the employee.**
  - c. A growth model of student learning.**
- 5. Pre-K-12 classroom teachers will write one goal in each of the six (6) California Standards for the Teaching Profession; or where appropriate for certificated support staff other state and/or national standards. Adult education teachers, with the mutual agreement of their administrators, will write six (6) goals from any combination of standard(s).**
- 6. Each goal shall include "Evidence – Indicators of Success" that will be used to determine the degree to which the goal has been achieved.**
- 7. The goals established may be subject to review at any time prior to January 15 at the request of either the employee or the immediate supervisor. A conference to review the objectives shall be held within five (5) working days. Results of the conference shall be reduced to writing and provided to the employee within five (5) working days.**

### **D. Considerations**

- 1. An evaluation of an employee shall consist of the following procedure:**
  - a. Collection and compilation of objective goals, relevant, and accurate information about the attainment of the specific objectives of the employee as specified at the time the objectives were last formulated.**
  - b. Interpretation and summation of the meaning of the information collected.**

- c. **Formulation of a decision as to what degree the objectives goals have been achieved.**
  - d. **Consideration of all the factors that have affected the degree to which the objectives have been achieved.**
  - e. **Decisions as to the quality of the employee's performance in the accomplishment of the objectives goals (Reference Article XX, Section B 1 a, for permanent or unsatisfactory).**
  - f. **Communication of an appropriate response, which shall include commendations and recommendations for improvement growth.**
  - g. **Information of a derogatory nature shall not be used on the employee's evaluation unless previously presented in writing.**
  - h. **Hearsay information may be used for the purpose of supplementing or explaining other information, but shall not be sufficient in itself to support a determination of unsatisfactory service.**
  - i. **The immediate supervisor has the responsibility to make recommendations for improvement and shall assist the employee in this improvement.**
2. **When the immediate supervisor receives information, which he/she determines is relevant to the performance of the employee, it is his/her responsibility to provide this information to the employee in written form. The immediate supervisor may utilize complaints against an employee only if he/she has reasonable cause to believe that the complaint is factual.**
  3. **If a supervisor or site/program administrator receives information of a derogatory nature concerning an employee which may result in a negative evaluation of performance, the following procedures will be followed:**
    - a. **Any citizen or parent complaint about an employee will be reported to the employee by the supervisor or site/program administrator receiving the complaint within five (5) working days.**
    - b. **The supervisor or site/program administrator shall provide an opportunity for the employee and the complainant to meet. An Association representative may be present at the meeting if requested by the employee.**

**If the complainant refuses to attend the meeting, the complainant shall put his/her complaint in writing to the supervisor or site/program administrator who will provide a copy to the employee.**

**If the complainant refuses to attend the meeting or submit the complaint in writing, then the information provided by the complainant will be dropped and will not be considered for evaluation purposes.**
  4. **No materials shall be placed in the employee's personnel file, maintained in the Human Resources Office, before the employee has been supplied with a copy of the material and has had an opportunity to respond in writing, pursuant to Education Code 44031.**

Personnel file review shall be accomplished at times other than normal working hours.

5. Upon the request of an employee, release time will be provided to respond to derogatory materials.

#### **E. Evaluator**

The immediate supervisor of each certificated employee shall be responsible for the employee's evaluation and the quality of that evaluation. Evaluators will receive training on the evaluation process. No bargaining unit employee shall participate in the evaluation process of another bargaining unit employee.

#### **F. Use of Goals and Indicators for Evaluation**

1. The evaluation of an employee shall be based on the California Standards for the Teaching Profession, mutually agreed upon goals and indicators as outlined in the Individual Development Plan (IDP), demonstrated standards-based instructional practices, designed to take into account the learning needs of all students, and previous recommendations for improvement as they relate to California Standards for the Teaching Profession and observations. State and/or national standards, where available and appropriate, are to be used as a basis for certificated support staff IDPs and evaluations.
2. The primary basis of employee performance evaluation shall be the validation and growth of teaching practices using the indicators on the teacher's Individual Development Plan and administrator observations.

#### **G. Evaluation Procedures**

1. Employee shall meet with their administrator to review their Individual Development Plan (IDP) on or before September 15<sup>th</sup>.
2. Formal observations shall occur preferably within the first 50% of the first contract term of any given school year.
  - a. Formal observations shall include:
    - i. One pre-observation meeting to review employee lesson plan.
    - ii. One formal classroom observation of no less than 30 minutes, or one standard class period.
    - iii. One post-observation meeting, to be held in a timely manner.
    - iv. Appropriate forms will be utilized.
3. Informal observations shall occur after a sufficient amount of time for the employee to implement recommendations for growth, as indicated in the formal observation.
  - a. Informal observations shall include:
    - i. Classroom observation of no less than 30 minutes, or one standard class period.
    - ii. Appropriate forms will be utilized.
4. A meeting to discuss the final evaluation on or before May 1<sup>st</sup> of the school year in which the evaluation takes place.

5. A permanent employee who is given an unsatisfactory rating in any area will receive the evaluation no later than April 1<sup>st</sup>.
6. The employee may file a response to be attached to the evaluation.
7. If the employee being evaluated disagrees with the evaluation given, he/she may file a grievance. The grievance may deal with violation of agreed to procedures or allege that the content is arbitrary, capricious or discriminatory.

#### **H. Frequency**

1. Temporary employees shall receive one informal observation by their supervisor annually, preferably within the first 50% of the first contract term of any given school year.
2. Probationary employees shall receive one formal observation and two informal observations annually, with one additional formal observation if necessary, as determined by the site administration.
3. Permanent employees shall receive one formal observation and two informal observations every other year, with one additional formal observation if necessary, as determined by the site administration, unless the employee is currently on an improvement plan, in which case he or she shall be evaluated annually.
4. Certificated personnel with permanent status who have been employed at least ten (10) years with the district, and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated at least every five years if the evaluator and certificated employee being evaluated agree (Per California Education Code 44664 (a) (3)). The certificated employee or the evaluator may withdraw consent at any time.

### **ARTICLE XVII Employee Travel**

- A. The Board will compensate those employees whose contractual obligations require travel between schools or who have been directed in writing by their immediate supervisor to use their automobile for school business. Mileage for use of the employee's personal automobile will be at the IRS Mileage Reimbursement Rate currently in effect.
- B. Mileage is to be computed daily by the employee and presented to the Business Office by the 15<sup>th</sup> of each month on the standard mileage form. Mileage is to be computed beginning at the first site of the employee's daily assignment and terminated at the site at which the employee ends his/her assigned work day.

**ARTICLE XVIII**  
**Leaves of Absence**

**The district will comply with state and federal laws and regulations regarding leaves of absence, including but not limited to education codes, labor codes, the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law. The 12-month period used to track the FMLA and CFRA entitlement will be based on a “rolling” 12-month period measured backward from the date the employee uses any FMLA or CFRA as described in this Section. Leave granted under this section shall run concurrently with all other accrued paid leaves.**

DEFINITION

A leave of absence is an authorization for an employee to be absent from duty. Leaves of absence are generally for a specific period of time and for an approved purpose. A leave protects employees by holding a place for them in the District until they return to duty. At the conclusion of the leave, the employee has the right to return to the District to an appropriate vacancy for which he/she is qualified.

It is understood that during the period of the leave of absence, the employee shall not be gainfully employed unless clearly stated in the request and approved by the Board of Education. Failure to report for duty at the expiration of the leave is adequate cause for dismissal.

A. PERSONAL LEAVE WITH PAY

1. SICK LEAVE

- a. Definition – Sick leave is granted because of personal illness or injury to an employee who is in a paid status immediately prior to commencement of said leave under this article. Sick leave may also be utilized to attend to an illness of his or her child, parent, spouse, or domestic partner.
- b. Length of Leave – Leave may be granted at the rate of one day for each month of paid service on an unlimited accumulated basis.

One day of accumulated leave may be granted for each regular summer session. The employee may also draw upon past-accumulated sick leave for summer school.

Employees who have used all of their current, cumulative, and sick leave with partial pay **provisions, yet** are still unable to return to service shall be placed on the **39-month rehire list**. If such leave is initiated after 75% of a current school year has been completed, this leave may be granted for the balance of the year and two additional years. Otherwise, such leave will be confined within the limits of the current school year, **beginning in August** and ending **in May** and one additional year.

- c. Compensation – The employee shall receive full-salary for that period of absence covered by current and accumulated sick leave benefits. Employees shall receive difference pay, or half-pay, whichever is greater, as entitled by statute.



Part-time employees shall earn sick leave time and be paid benefits in proportion to service rendered.

The employee employed late or resigning early shall have sick leave prorated in proportion to service period rendered.

- d. Effect on Benefits – Time spent on paid sick leave shall count towards salary advancement. Time spent on sick leave with or without pay for a probationary employee shall not count as service towards tenure.

A probationary employee must render service for 75% of the school year to have it count toward permanent status.

- e. Request Procedure – The employee shall notify the District/AESOP of the need to utilize sick leave and the anticipated length of the leave.

- f. Return to District Service – The employee shall notify the school or division by 2:00 p.m. of the day preceding his/her return from sick leave. Following any period of absence of five (5) or more days due to illness, a doctor's statement shall be required. The employee shall not be required to disclose the nature or diagnosis of the illness.

- g. Special Conditions – Under the provisions of this article, the illness, injury, or incapacity must be of such character as to require absence from duty during the period of sick leave claim.

The Board reserves the right to demand proof of illness or injury from any employee to whom sick leave benefits have been extended if reasonable cause exists for the district to believe that leave has been taken improperly. Following any period of absence due to illness, a doctor's statement may be required.

Verification of the extent of illness through a physical examination of the employee by a district appointed physician may be required at the expense of the district.

## 2. TEMPORARY DISABILITY / PAID MATERNITY

- a. Definition – Temporary disability/paid maternity leave is granted to an employee who is in paid status immediately prior to commencement of leave necessitated by a disability of temporary duration. Temporary disability leaves caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as sick leave. Such leave shall not be used for childcare, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above.

- b. Length of Leave – Leave may be granted at the rate of one day for each month of paid service on an unlimited accumulated basis. **Employees who have used all of their current, cumulative, and sick leave with partial pay provisions, yet are still unable to return to service shall be placed on the 39-month rehire list.** If such leave is initiated after 75% of a current school year has been completed, this leave may be granted for the balance of the year and one additional year. Otherwise, such leave will be

confined within the limits of the current school year, **Beginning in August** and ending **in May**.

c. Compensation – The employee shall receive full salary for that period of absence covered by current and accumulated sick leave benefits. An employee shall receive difference pay, or half pay, whichever is greater, as entitled by statute. Part-time employees shall earn sick leave and be paid benefits in proportion to service rendered. The employee employed late or resigning early shall have temporary disability time prorated in proportion to service period rendered.

d. Effect on Benefits – Time spent on temporary disability leave shall count towards salary advancement.

Time spent on temporary disability with or without pay for a probationary employee shall not count as service towards tenure.

A probationary employee must render service for 75% of the school year to have it count toward permanent status.

e. Request Procedure – An employee making a temporary disability request shall submit to the Human Resources Office, a physician’s statement on an approved district form indicating commencement of disability leave or confinement date within 30 days prior to such date.

f. Return to District Service – An employee returning from temporary disability leave shall file a written request for reinstatement from leave accompanied by a physician’s written release on an approved district form indicating ability to return to full-time service. These forms shall be filed at least ten (10) days prior to beginning service.

The employee on leave for a temporary disability shall be entitled to return to a position comparable to that held at the time the leave commenced, with the specific assignment being determined by the district.

### 3. PARENTAL LEAVE / CHILD BONDING

a. Definition – Leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

b. The district will comply with state and federal laws and regulations regarding medical leave, including but not limited to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law. The 12-month period used to track the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) entitlement will be based on a “rolling” 12-month period measured backward from the date the employee uses any FMLA or CFRA as described in this Section. Leave granted under this Section shall run concurrently with all other accrued paid leaves.

4. PERSONAL NECESSITY

- a. Definition – A personal necessity leave is granted to enable an employee to absent oneself from duty because of unavoidable situations. Such leave shall be granted according to Education Code 44981 provisions.
- b. The employee shall not be required to secure advance permission for leave taken for any of the following reasons.
  - i. Death in the Immediate Family causing circumstances requiring absence beyond the bereavement allowance. Immediate family is defined to include:  
**See #3 Bereavement**
  - ii. Illness of an emergency nature in the immediate family. The employee may be asked to submit a physician’s statement or other proof of illness as may be requested by the school principal or division supervisor
  - iii. Accident of an emergency nature involving the employee’s person or property or that of the immediate family.
- c. The employee may also use personal leave for the following reasons after having received advance authorization from the Human Resources Office:
  - i. Court Appearance as a litigant or witness under official order **for non-work-related matters**. Attendance dates, other than subpoena date, under such order shall be certified by an authorized court official. Fees received shall be submitted to the payroll office.
  - ii. Emergency Leave for attendance at the funeral of a close relative or friend.
  - iii. Personal Business of an unforeseen and emergency nature and that does not involve payment for the employee’s services.
  - iv. Adoptive Parent Leave, which necessitates legal adoption procedures during the normal working day or care for the child, is limited to two days. The employee may also utilize provisions under Family Medical Leave **Act** in this article for this purpose.
  - v. Personal Leave of three (3) days may be used by an employee to attend to matters which require the attention of the employee and which must be taken care of during the assigned hours of service provided that not more than five percent (5%) of the staff of any school or department may be granted a leave under this provision for the same day.

- vi. Observance of a nationally recognized religious holiday other than those scheduled on the school calendar.
- vii. Foster Care Leave, which necessitates legal procedures for placement, or care for the child occurring during the normal working day is limited to two days. The employee may also utilize provisions under Family Medical Leave or AB 375 in this article for this purpose.
- viii. **Extenuating Circumstances, which necessitate a leave of absence, may be granted on an individual basis by Human Resources to an employee.**
- d. Requirements – Leave shall be drawn from sick leave benefits.
- e. Length of Leave – Such days shall be deducted from and may not exceed the number of sick leave days entitled to the employee. Normally leave must be taken in increments of not less than one day unless substitutes are available to cover for a shorter period of time.
- f. Effect on Benefits – Time spent on personal necessity leave shall count toward all benefits as though active service were rendered.
- g. Request Procedure – The employee shall provide advanced oral notice to the school principal/**supervisor** and shall file an Absence Affidavit with Human Resources.
- h. Return to District Service – Employees shall notify the principal/**supervisor** as to expected date of return and file a signed Absence Affidavit with Human Resources within five (5) days if they were unable to submit one prior to the leave for those leaves that do not require advance authorization.
- i. Special Conditions – Personal necessity leave shall not be granted during other paid or unpaid leave. Absence in excess of six (6) days per year for personal necessity or in excess of accumulated sick leave must be taken as personal leave without pay.

## 5. INDUSTRIAL ACCIDENT AND ILLNESS

- a. Definition - An industrial accident and illness leave is granted to an employee because of injury or illness which directly arose out of and in the course of school district employment, and which qualifies under Workers' Compensation.
- b. Length of Leave - Leave may be granted from the first day of absence, but shall not exceed sixty (60) working days for one accident. The allowance is reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. The sixty (60) days is not accumulative from year to year, and in the event absence extends into the following year, only the unused amount of leave for the same injury or illness is available.

- c. Compensation - The employee shall submit an Employer's Report of Occupational Injury or Illness to the Workers' Compensation office. The employee shall receive a salary which includes the amount of the temporary disability payments, but does not exceed his/her regular salary. Such salary is subject to normal retirement and other authorized deductions. If the sixty (60) day minimum is exceeded, the employee shall start drawing the sick leave compensation to which he/she may be entitled.
- d. Effect on Benefits - Time spent on industrial accident and sick leave shall count toward all benefits as though active service were rendered.
- e. Request Procedure - **The employee shall file a DWC-1 form at the time of injury or as soon thereafter as possible with his/her principal/supervisor. This form shall be forwarded to Risk Management, by the principal/supervisor. The employee shall be seen at the district's industrial medical clinic or his/her own physician if the annual pre-deisgnation form has been completed and filed with Risk Management.**
- f. Return to District Service - Employees shall submit a doctor's written release on an approved district form to the Workers' Compensation Office.
- g. Special Conditions - If the industrial accident and sick leave extend beyond sixty (60) working days, the employee must use any other paid leave to which entitled. If on such leave, the employee shall receive benefits that when added to Workers' Compensation are equivalent to the regular salary. After expiration of paid leave, an employee who is unable to return to work as determined by a licensed physician may be granted additional leave without pay for the remainder of the current school year. Such leave may be extended for one (1) additional year at the discretion of the district.

An employee who exhausts all accumulated sick leave is entitled to the difference between his/her regular salary and that paid to a substitute. This amount, when added to Workers' Compensation received, shall not exceed the employee's regular salary.

## 6. BEREAVEMENT

- a. Definition - A bereavement leave is granted to enable an employee to absent oneself from duties due to: a death in the immediate family; official notice in time of warfare of a member of the immediate family missing in action; official notice of a deceased member of the immediate family being returned to this country for internment.
- b. Immediate family is defined to include:

Mother (Stepmother)	Brother
Mother-in-Law	Sister
Father (Stepfather)	Stepbrother/Stepsister
Father-in-Law (or spouse)	Grandfather of employee (or spouse)
Husband	Grandmother of employee (or spouse)
Wife	Son-in-Law of employee
Registered Domestic Partner	Daughter-in-Law of employee
Son (Stepson)	Legal Guardian of employee

Daughter (Stepdaughter)                      Foster children  
Grandchild of employee (or spouse)        Brother-in-Law  
Sister-in-Law

Any relative living in the immediate household of the employee.

- c. Length of Leave - Leave shall be granted for three (3) days. If out-of-state travel is required or if in-state travel distance is beyond 300 miles, the leave shall be granted for five (5) days to be taken within ten (10) calendar days after demise or notification of date of funeral. If more than one death occurs simultaneously, a leave may be granted for each death and such leaves may be consecutive.
- d. Effect on Benefits - Time spent on bereavement leave shall count toward all benefits as though active service were rendered.
- e. Request Procedure - The employee shall make oral request to the school principal/supervisor.
- f. Special Conditions - Bereavement leave shall not be granted during leaves of absence.

## 7. JURY DUTY AND WITNESS LEAVE

- a. Leave of absence for jury service shall be granted to any certificated employee who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the district and the subpoena or court certification is filed with the district. Request for jury service leave should be made by presenting the official court summons to jury service to **Human Resources**.
- b. Leave of absence to serve as a witness in a court case shall be granted to an employee when he/she has been served a subpoena as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the school district. Request for leave of absence to serve as a witness should be made by presenting the official court summons to **Human Resources** office.
- c. The jury service fee and witness fee referred to do not include reimbursement for transportation expenses.
- d. An employee who has received leave of absence under this article shall make themselves available for work on days when their presence is not required in court.
- e. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 4 p.m. or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

- f. The employee should make every effort to serve jury duty on non-teaching time.

If the unit member defers their jury duty to non-teaching time, (winter/spring breaks or summer vacation) they shall be compensated for up to three (3) days of jury service at the rate paid to a district day-to-day substitute teacher. Any jury service fee during district compensated time, excluding travel expense, shall be signed over to the district. The unit member must provide written documentation in the form of the original official jury summons for the regular scheduled jury duty and a certified court document showing the deferral to the actual dates served.

- g. Jury duty and witness leaves shall not be granted during leaves of absence.

## B. PERSONAL LEAVE WITHOUT PAY

### 1. CHILD CARE

- a. Definition - A child care leave may be granted to enable an employee to be absent from duty because of the need to provide care for his/her child.
- b. Length of Leave - A child care leave shall be for a maximum period of one (1) school year.
- c. Effect on Benefits - Time spent on child care leave shall not count as service in determining eligibility for other types of leave, salary adjustment, or retirement.
- d. Request Procedures - Employee shall file a written Request for Leave of Absence using a district supplied form to Human Resources. The request form will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.
- e. The employee shall be notified by the Human Resources Office as to the official disposition of the request for leave.
- f. Return to District Service - **A written request for reinstatement accompanied by a doctor's written release on an approved district form, a request for extension of the leave, or a resignation shall be filed with Human Resources:**
  - i. **Prior to February 1 for a one (1) school-year leave.**
  - ii. **Two (2) calendar months prior to the expiration date of a one (1) semester leave.**

### 2. ILLNESS

- a. Definition - An illness leave may be granted to an employee who is unable to work due to personal illness or injury.
- b. Requirements - The employee shall have exhausted all sick leave benefits.
- c. Length of Leave - If illness leave is initiated after 75% of a current school year has been completed, such leave may be granted for the balance of the year and two (2) additional years. Otherwise, such leave will be confined within the limits of the then current school year, beginning **in August** and ending **in May**, and one (1) additional

year.

- d. Effect on Benefits - Time spent on illness leave shall not count as service in determining eligibility for other types of leave, salary advancement, or retirement.
- e. Request Procedure - The employee shall file a Request for Leave of Absence form with Human Resources. It shall include a physician's statement on an approved district form indicating illness duration or expected injury recovery period. The forms will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.  
  
The employee shall be notified by Human Resources as to the official disposition of the request for leave.
- f. Return to District Service - **A written request for reinstatement accompanied by a doctor's written release on an approved district form, a request for extension of the leave, or a resignation shall be filled with Human Resources:**
  - i. **Prior to February 1 for a one (1) school-year leave.**
  - ii. **Two (2) calendar months prior to the expiration date of a one (1) semester leave.**

### 3. ACTION VOLUNTEER PROGRAMS

- a. Definition - An ACTION Leave is granted to enable an employee to accept an appointment to serve in the Peace Corps and VISTA programs.
- b. Requirements - The employee must hold permanent status in the district.
- c. Length of Leave - Leave may be granted for a maximum period of two (2) school years.
- d. Effect on Benefits - The employee shall file proof of satisfactory ACTION service with the Human Resources Office. Credit may be granted on a year-for-year basis, up to a maximum of two (2) years.  
  
Time spent on ACTION Leave shall not count as service in determining eligibility for other types of leave or retirement.
- e. Request Procedures - The employee shall file a Request for Leave of Absence form with the Human Resources Department at least sixty (60) days prior to the beginning of the leave. The request form will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.  
  
The employee shall be notified by the Human Resources Office as to the official disposition of the request for leave.
- f. **Return to District Service – Prior to February 1, the employee shall file a written request for reinstatement, a request for extension of leave, or resignation with Human Resources.**



#### 4. MATERNITY

- a. Definition – An unpaid maternity leave is granted to enable an employee to be absent from duty because of pregnancy or convalescence following childbirth.
- b. Length of Leave - Unpaid maternity leave may be granted for the period of time determined by the physician.
- c. Effect on Benefits - Time spent on unpaid maternity leave for probationary employees who have completed 75% of the teaching days in one (1) school year, exclusive of the leave period, shall have the year counted as service toward permanent status, and such time shall not be construed as a break in the continuity of the required service period.

Time spent on unpaid maternity leave shall not count as service in determining eligibility for other types of leave, salary advancement, or retirement.

- d. Request Procedures - The employee shall file a Request for Leave of Absence form with the Human Resources Department. This request shall include a physician's statement indicating commencement date of leave on an approved district form.

The employee shall be notified by Human Resources as to the official disposition of the request for leave.

- e. Return to District Service - The employee shall file a written request for reinstatement along with a doctor's written release with Human Resources. If an employee is unable to return to service by **August 31**, she may return at the time she is released by her physician to the first available position for which she is qualified.

#### 5. TEACHING OVERSEAS OR IN A FOREIGN COUNTRY

- a. Definition - A leave for Teaching Overseas or in a Foreign Country is granted to enable an employee to accept an appointment for service overseas in a Department of Defense, Exchange Teacher Program or Fullbright teaching assignment.
- b. Requirements - The employee must hold permanent status in the district.
- c. Length of Leave - Leave may be granted for a period of one(1) year and may be extended for one (1) additional year.
- d. Effect on Benefits - The employee shall file proof of satisfactory overseas or foreign country teaching service with Human Resources for credit to be granted on a year-for-year basis, up to a maximum of two (2) years.

Time spent Teaching Overseas or in a Foreign Country leave shall not count as service in determining eligibility for other types of leave or retirement.

- e. Request Procedure - The employee shall file a Request for Leave of Absence form with Human Resources at least sixty (60) days prior to the beginning of the leave. The request form will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.

The employee shall be notified by Human Resources as to the official disposition of the request for leave.

- f. Return to District Service - Prior to February 1, the employee shall file a written request for reinstatement, a request for extension of leave, or resignation with Human Resources.

## 6. MILITARY SERVICE

- a. Definition - A Military Leave is granted to enable an employee to serve in ordered military duty.
- b. Length of Leave - Leave may be granted for the period of ordered service plus six (6) months after honorable discharge or release to inactive duty.
- c. Compensation - The employee employed for one (1) calendar year or more shall receive full-pay according to his/her salary placement for the first thirty (30) days of military service. Remainder of the leave time shall be without compensation.
- d. Effect on Benefits - Time spent on Military Leave for employees with probationary status shall not count as service toward permanent status, but such time shall not be construed as a break in the continuity of the required service period.

Time spent on Military Leave counts toward salary advancement, but shall not be counted as service in determining eligibility for other types of leave or retirement.

- e. Request Procedure - The employee shall file a Request for Leave of Absence form and a copy of orders with Human Resources as soon as verified by authorized military unit. The request form will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.

The employee shall be notified by Human Resources as to the official disposition of the request for leave.

- f. Return to District service - Prior to **February 1**, the employee shall file a written request for reinstatement, a request for extension of leave, or resignation with Human Resources.

## 7. TRAVEL

- a. Definition - A Travel Leave is granted to enable an employee to participate in an approved travel plan.
- b. Requirements - The employee must hold permanent status in the district.
- c. Length of Leave - Leave may be granted for a minimum of one (1) semester or maximum of one (1) school year.
- d. Effect on Benefits - Time spent on Travel Leave shall not count as service in determining eligibility for other types of leave, salary advancement, or retirement.
- e. Request Procedure - The employee shall file a Request for Leave of Absence form

and a proposed travel plan with Human Resources at least sixty (60) days prior to the beginning of the leave. The request form will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.

- f. The employee shall be notified by Human Resources as to the official disposition of the request for leave.
- g. Return to District Service - Prior to **February 1** for a one (1) school-year leave, or two (2) calendar months prior to expiration of a one-semester's leave, the employee shall file a written request for reinstatement, a request for extension of leave, or resignation with Human Resources.

## 8. SPECIAL REASONS

- a. Definition - Other leaves may be granted to employees for special reasons as determined by the superintendent or his/her designee.
- b. Requirements - The employee must hold permanent status in the district.
- c. Length of Leave - Leaves may be granted for a maximum period of one (1) school year.
- d. Effect on Benefits - Time spent on Special Reasons Leaves shall not count as service in determining eligibility for other types of leave, salary advancement, or retirement.
- e. Request Procedure - The employee shall file a Request for Leave of Absence form and a detailed outline of special reasons for leave with Human Resources at least sixty (60) days prior to the beginning of the leave. The request form will be forwarded to the Assistant Superintendent Human Resources for review, recommended action, and presentation to the superintendent and Board of Education.

The employee shall be notified by Human Resources as to the official disposition of the request for leave.

- f. Return to District Service - Prior to February 1 for a one (1) school-year leave, or two (2) calendar months prior to expiration of a one-semester's leave, the employee shall file a written request for reinstatement, a request for extension of leave, or resignation with Human Resources.

Failure to report for duty at the expiration of the leave is adequate cause for dismissal.

## 9. CATASTROPHIC LEAVE

Employees may request utilization of Catastrophic Leave by completing a Catastrophic Leave request form from Human Resources. The employee shall have exhausted all accrued paid leave. An employee may request Catastrophic Leave only once during a school year.

Employees may donate a portion of their sick leave to another employee who has run out of accrued leave and who has a medical emergency. These donations may be made on an "as needed" basis.

The District will notify employees of an individual's need by way of inter-office memo to all employees in the Hacienda La Puente Teachers Association.

Those employees desiring to donate such sick leave will notify Human Resources in writing as to the number of hours of sick leave they wish to donate.

#### 10. FAMILY MEDICAL LEAVE ACT (FMLA)

The district will comply with state and federal laws and regulations regarding medical leave, including but not limited to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law. The 12-month period used to track the (FMLA) and (CFRA) entitlement will be based on a “rolling” 12-month period measured backward from the date the employee uses any FMLA or CFRA as described in this Section. Leave granted under this Section shall run concurrently with all other accrued paid leaves.

a. Definition: **Family Medical Leave Act (FMLA)** is granted to an eligible employee for the following reasons:

- i. For the birth and care of a newborn child of the employee;
- ii. For placement with the employee of a son or daughter for adoption or foster care;
- iii. To care for a spouse, son, daughter, or parent with a serious health condition;
- iv. To take medical leave when the employee is unable to work because of a serious health condition; or
- v. For qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

In addition, the district will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a “single 12-month period” to care for the service member.

b. Employee Eligibility: To qualify for **Family Medical Leave Act (FMLA)** an employee must have at least 12 months of service with the district.

c. Length of Leave: Leave may be granted up to 12 workweeks during any 12-month period to eligible employees.

Leave related to the serious health condition of the employee or his/her child; parent or spouse may be taken intermittently or on a reduced leave schedule when medically necessary.

Spouses, that both work for HLPUSD are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 work-weeks (or 26 work-weeks if leave to care for a covered service member with a

serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

- d. Compensation: **Family Medical Leave Act (FMLA)** is an unpaid leave of absence. **Employees paid sick leave will run concurrently with FMLA.** Employees may substitute paid sick leave for the unpaid Family Care and Medical Leave. However, paid leave may be substituted only to the extent that the employee would otherwise be eligible to take the leave.
- e. Effect on Benefits: The district shall continue to provide an eligible employee on Family Care and Medical Leave, the group health plan coverage that was in place before he/she took the leave, if the employee was benefit-eligible. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence or onset of a serious health condition, or other circumstances beyond his/her control, he/she shall reimburse the district for premiums paid during the Family Care and Medical Leave.

During the period when an employee is on Family Care and Medical Leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

- f. Request Procedure: An employee shall request **Family Medical Leave Act (FMLA)** in writing on the district application for **FMLA**. The district application is available in Human Resources. Request for **FMLA** must be submitted at least 30 days before the commencement date of the leave. If the leave becomes necessary less than 30 days before its commencement, the employee shall provide such notice as soon as practicable.

In every case in which the necessity for the leave is foreseeable based on planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations.

A request by an employee for **FMLA** or his/her serious health condition, or to care for a child, parent or spouse with a serious health condition, shall be supported by a certification from the health care provider. The certification shall include the following information:

- i. The date on which the serious health condition began.
- ii. The probable duration of the condition.
- iii. A statement that due to the serious health condition, the employee is unable to work at all or unable to perform any one or more of the essential functions of his/her assignment.

If the employee is requesting leave to care for a child, parent or spouse with a serious health condition, the health care provider's certification **is needed for** the following:

- i. Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse;
- ii. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

- g. Return to District Service: Employees who take **Family Medical Leave Act (FMLA)** for their own serious health conditions shall present certification from their health care provider to the effect that they are able to resume work.

Employees returning from **FMLA** will be reinstated in the same or a comparable position. The district may refuse to reinstate an employee returning from leave to the same or comparable position under the following circumstances:

- i. The employee is hired for a specific project or term and the project or term is over,
- ii. The employee's position is eliminated while the employee is on leave and the employer would have laid off the employee if he/she was still working, or
- iii. The employee cannot perform the essential functions of his/her position because of a physical or mental condition.

## **ARTICLE XIX**

### **Job Sharing**

- A. Definition – Job-sharing is a plan whereby two full-time teachers would share the responsibilities of one full-time **teaching** position.
- B. Requirements - The employee shall have attained permanency in the district unless otherwise approved by the district.

**The employee shall sign a one-year job-sharing agreement. If a job-sharing partner were not able to continue the job-sharing agreement during the contracted year, the remaining partner agrees to either:**

- 1. Return to full-time status**
- 2. Be placed on a non-paid leave of absence for the remainder of the year**

**The job-sharing agreement is one in which two (2) permanent employees share the responsibilities of one (1) full-time employee (FTE) position. The shared teaching assignment may be, but is not limited to**

- 1. Fifty-fifty (50-50)**
- 2. Sixty-forty (60-40)**

**Each job-sharing partner must work the number of days to which they agreed in the job-sharing agreement.**

In addition, **the job-sharing** team shall make arrangements to cover their **instructional responsibilities (see Article IX) and adjunct duties**. The job-sharing team's joint adjunct duties shall not exceed the responsibilities of one full-time employee.

- C. Compensation - A participant approved for a **job-sharing agreement** shall be eligible for the following benefits:
1. **Salary will be prorated based on step and column and the percentage of time worked.**
  2. One (1) year **in a job-sharing agreement** shall qualify for one-half (½) step advancement on the salary schedule.
  3. The district will pay a **prorated portion of health and welfare benefits based on percentage of time worked, unless the employee waives their health and welfare benefits and provides proof of insurance from another source.**
- D. Request Procedure - The employee shall:
- First, have the **agreement of the site administrator to consider job-sharing at the site.**
  - **Be responsible for finding** another permanent teacher in the district who is willing to participate in a **job-sharing agreement.**
  - **Submit a job-sharing plan to the site administrator for approval.**
  - **After receiving approval from the site administrator, submit the agreement and plan to the Assistant Superintendent of Human Resources for approval.**

**All job-sharing agreements and plans** are subject to final approval of the Board of Education.

Applications are available in the Human Resources Office. All applications must be submitted to the **site administrator by April 15<sup>th</sup>. (The deadline for submitting applications for the 2018-2019 school year, will remain July 1, 2018.)**

**This will go into effect as of the 2018-19 school year.**

## **ARTICLE XX PEER ASSISTANCE AND REVIEW (PAR)**

The District and Association agree that during the current California state fiscal crisis and while the state allows the District the option of flexibility for Tier 3 Categorical funds, the Peer Assistance and Review (PAR) program will be suspended.

The District and Association will jointly examine options for an alternative process to support teachers needing to improve teaching practice.

It is the intent of the District and the Association to establish a teacher Peer Assistance and Review Program to allow exemplary teachers to assist permanent teachers in need of development in subject matter knowledge and/or teaching strategies. The District and the Association believe that it is imperative that the District's teachers provide students with the highest possible quality education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the implementation and operation of this program in order to improve the quality of instruction provided to the children

of the district. The basis for the PAR Program is the California Standards for the Teaching Profession.

Effective July 1, 2000, the District shall implement the Peer Assistance and Peer Review Program (the Program) as follows:

- A. No later than August 1, 2000, the District shall convene the Joint Teacher-Administration Peer Review Panel (the Panel).
  1. Panel Composition and Selection: The Panel shall consist of seven (7) members. Four (4) members shall be certificated classroom teachers selected by the Association. Three (3) members of the Panel shall be certificated administrators selected by the superintendent or his/her designee. Except for the inception of the program, the term of office shall be three years. At the inception, the teachers shall select by draw two (2) teacher members to serve a two-year term and the other two (2) members shall serve a three-year term. In addition, the administrators shall select by draw one (1) administrator to serve a two-year term and the other two (2) members shall serve a three-year term. Thereafter, all members shall serve three-year terms. The term year is defined as July 1 through June 30. For the inaugural year, there will be Co-Chairpersons. A teacher member and a district administrator shall serve as Co-Chairpersons. Thereafter, the Chair position shall be alternated between a district administrator member and a teacher member.
  2. Panel meetings and Process: The Panel shall establish its own meeting schedule in order to accomplish its tasks. A Panel meeting requires that at least five (5) of the seven Panel members must be present. When selecting Consulting Teachers and/or when a peer review action is being taken, at least six (6) of the seven members must be present. A vote on any peer review action or selection of a Consulting Teacher shall be by an affirmative vote of at least six (6) of the seven Panel members. A vote on other issues shall be passed with an affirmative vote of five (5) of the seven panel members. To the extent possible, meetings shall take place during the regular teacher workday. Commencing July 1, 2005, each Panel teacher member shall receive an annual stipend of \$2,000.00 for a full-year of service on the Panel.
  3. Responsibilities: The Panel shall be responsible for the following:
    - a. Establish the procedure for the selection of Consulting Teachers using the following criteria: (a) a permanent teacher, (b) five (5) years of recent classroom teaching, (c) exemplary teaching ability, as demonstrated 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, and (d) evidence of collegial relationships with fellow teachers.
    - b. Consulting teachers shall be recommended to the Board by an affirmative vote of six (6) of the seven Panel members.
    - c. Obtain annual training for the Panel members if needed.
    - d. Send written notification of participation in the PAR program to the Referred Teacher, the Consulting Teacher, and the site administrator.



- e. Provide a list of Consulting Teachers to the Referred Teacher for selection. The Panel will make the final approval of the assignment.
  - f. Adopt appropriate procedures for the Panel's operation consistent with this Article and the underlying statutory provisions. In establishing rules and regulations for this Article, if there are any inconsistencies with the Agreement, the Agreement will prevail.
  - g. At the beginning of the school year distribute a copy of the adopted Rules and Procedures to all K-12 school sites.
  - h. Examine peer reports submitted by the Consulting Teacher and make recommendations to the Board of Education regarding a Referred Teacher's progress in the Program, including but not limited to, identifying Referred Teachers who are unable to demonstrate satisfactory improvement in the Program.
  - i. The final evaluation of a Referred Teacher's participation in the Program will be placed in their personnel file.
  - j. The Panel's final evaluation shall not constitute the district's evaluation of the employee's performance required under Education Code 44660 et seq.
  - k. Annually review and evaluate the impact of the Program, including the procedure and application process for a Consulting Teacher, in order to improve the Program. The review and evaluation may include interviews or surveys of Program participants. A copy of the review and evaluation will be sent to the association and the Board of Education.
  - l. Submit recommendations to the Board of Education regarding improvements to the Program.
  - m. Provide training for the Consulting Teacher.
4. Confidentiality: All proceedings and materials related to evaluations, reports and other personnel matters, which are created or reviewed by the Panel pursuant to the Program, shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article. Materials shall be disclosed in response to a subpoena or court order.
  5. Indemnity: The district will defend and indemnify Panel members against claims arising out of their good faith performance of duties under this Article. Panel members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.
  6. Non-management/supervisory status: Functions performed by teacher Panel members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision (g) and (m) of section 3540.1 of the Government Code.

## B. PARTICIPATING TEACHER

### 1. Referred Teacher:

- a. Any K-12 classroom teacher with permanent status who receives assistance to improve his or her teaching performance as a result of an unsatisfactory final evaluation on district form 1807 in the areas of instructional skills, classroom management, and/or knowledge of subject matter. The Referred Teacher will be required to participate in the Program as a result of the unsatisfactory final evaluation.
- b. Throughout this entire process, a Referred Teacher has the right to be represented by an association representative of his or her choice.
- c. When more than one Consulting Teacher is available, a Referred Teacher may request a Consulting Teacher from a list of available Consulting Teachers. The Panel determines the final assignment.
- d. Based upon a written request of the Referred Teacher or the Consulting Teacher and approval of the Panel, a different Consulting Teacher may be selected to work with the Referred Teacher at any time during the process when more than one Consulting Teacher is available.
- e. The time that a Referred Teacher will participate in the Program will be within one (1) school year unless otherwise recommended by the Panel.
- f. All materials submitted by the Consulting Teacher to the Panel shall be made available to the Referred Participating Teacher.
- g. At the time that the Consulting Teacher's final report is submitted to the Panel for review and decision, the Referred Teacher shall have the right to request a meeting with the Panel. The request needs to be in writing and submitted to the PAR Panel Chairperson no later than 48 hours prior to the next PAR Panel meeting. The Consulting Teacher will notify the Referred Teacher of the Panel's next meeting date.

### 2. Voluntary Teacher:

- a. Any K-12 classroom teacher who has not been referred, and who is not a participant in the BTSA/Induction Program or other like program, may volunteer to participate in the PAR Program for the purpose of obtaining peer assistance in the area of instructional skills, classroom management and/or knowledge of subject matter. Permanent teachers shall be given precedence over non-permanent teachers, and service to volunteers is contingent on the availability of a Consulting Teacher.
- b. A Voluntary Participant may withdraw from the Program at any time.
- c. A Voluntary Participant will not receive a formal written review from the Consulting Teacher.
- d. All communications between a Volunteer Participant and the Consulting Teacher concerning participation in the Program shall remain confidential and shall not be shared with the site administrator or Panel members.

3. The Program shall not supersede provisions of the Education Code, Board Policy, or the collective bargaining agreement between the district and the association regarding discipline, dismissal or release of permanent, probationary, or emergency credential teachers.

C. Consulting Teacher

1. Definition: A Consulting Teacher is a teacher who provides assistance to a Participating Teacher (Referred Teacher or Volunteer) pursuant to the Peer Assistance and Review Program.
2. Qualifications: Shall be set forth annually by the Panel based upon the following minimum requirements:
  - a. A permanent credentialed teacher.
  - b. Five (5) years of recent classroom teaching.
  - c. Exemplary teaching ability demonstrated during a classroom observation by Panel members, including at least one teacher member and 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.
  - d. Evidence of collegial relationships with fellow teachers.
3. Application Process:
  - a. Candidates for Consulting Teacher shall apply to the Panel for selection.
  - b. Applicants shall obtain a confidential letter of recommendation from at least their site administrator, one permanent classroom teacher, and one association representative.
  - c. All applications, references and proceedings shall be treated with confidentiality.
4. Selection Process:
  - a. Applications will be reviewed by the Panel.
  - b. At least one administrator and one association member of the Panel shall arrange with the applicant and site administrator to observe the applicant's instructional performance in the classroom.
  - c. The Panel may consult with the writer of a letter of recommendation to clarify information.
  - d. The Panel will interview applicants.
  - e. A Consulting Teacher shall be recommended to the Board of Education by an affirmative vote of six of the seven Panel Members.
5. Term and Conditions of Assignment:
  - a. Contingent upon need and funding for the program, a Consulting Teacher shall either be released full-time from regular classroom duties, or be a

part-time Consulting Teacher, performing their duties to the PAR Program in addition to their regular classroom assignment.

Full-time Consulting Teacher – Terms and Conditions:

- b. Contingent upon need and funding for the program, a Consulting Teacher shall be released full-time from regular classroom duties.
- c. A full-time Consulting Teacher shall be appointed to and agree to accept a one-year term and may not serve in the full-time position for more than three (3) consecutive years.
- d. The Association recommends that a Consulting Teacher not seek an administrative position in the district during, or for one (1) full-year after concluding, service as a Consulting Teacher.
- e. A full-time Consulting Teacher remains a member of the bargaining unit and therefore will be subject to all the tenants of Article XVI, Employee Evaluation. The evaluation of the full-time Consulting Teacher shall be done by an administrative member of the PAR Panel.

Part-time Consulting Teacher – Term and Conditions:

- f. A part-time Consulting Teacher shall be appointed to and agree to accept a one-year term.
- g. A part-time Consulting Teacher shall receive a one-time \$500 stipend for participating in 12 to 18 hours of training outside the workday. This stipend is for the first year initial training. The training must be related to the position and identified by the PAR Panel. Any training beyond 18 hours, and outside the workday, shall be voluntary and compensated at the curriculum/professional development rate.
- h. A part-time Consulting Teacher shall work with one (1) Referred Teacher. When assigned a Referred Teacher, the part-time Consulting Teacher shall receive a stipend of \$4,500. Up to 15 release days shall be provided for work necessary to perform the duties adequately. More release days may be granted upon request by the part-time Consulting Teacher and approval by the PAR Panel.
- i. The Panel will review the performance of the part-time Consulting Teacher, but this will not constitute an evaluation of the teacher under Education Code 44660.

6. Duties:

- a. Full-time Consulting Teachers shall have the responsibility for no more than 15 Participating Teachers (voluntary and referred) at any one time. The Panel will limit the number of Referred Teachers assigned to a Consulting Teacher to assure the effectiveness of the assignments.

Part-time Consulting Teachers shall have the responsibility for no more than five Volunteer Teachers at any one time. When assisting volunteers outside the workday, the part-time Consulting Teacher shall be compensated at the curriculum/ professional development rate. The total

number of hours available to one-part time Consulting Teacher assisting up to five (5) volunteers shall not exceed 100 hours for all volunteers. If more hours are needed, they may be granted upon request by the part-time Consulting Teacher and with the approval of the PAR Panel. When assigned a Referred Teacher, no volunteer teachers will be assigned to the part-time Consulting Teacher.

- b. Develop a cooperative relationship with the Referred Teacher and the principal with respect to the process of peer assistance and review. As soon as possible after assignment, the Consulting Teacher, Referred Teacher and site administrator will meet to review the administrator's recommendations for improvement and prepare an Assistance Plan. The Plan will establish mutually agreed upon performance goals aligned with student learning, with indicators that the goals have been met, and a projected date for completion, which ordinarily will be no later than April 1<sup>st</sup>. The Plan will be submitted to the Panel for review and approval.
  - c. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, conducting model lessons, providing workshops, and identifying appropriate resources or other activities that, in their professional judgment, will assist the Participating Teacher.
  - d. Conduct multiple observations of the Participating Teacher's classroom instruction and provide specific feedback.
  - e. Maintain a written log of all contacts and specific support given to each Participating Teacher.
  - f. Participate in meetings with other Consulting Teachers.
  - g. Periodically submit to the Panel written reports regarding the Referred Teacher's participation. Discuss reports with and provide a copy to the Referred Teacher.
  - h. By April 1<sup>st</sup>, the Consulting Teacher's final report shall be submitted to the Panel, the Referred Teacher, and the site administrator.
  - i. The Referred Teacher will be notified of the PAR Panel's next meeting.
  - j. Consulting Teachers shall be afforded all rights under this Agreement.
  - k. Upon completion of his/her assignment, the Consulting Teacher shall be returned to a regular assignment in accordance with this Agreement.
7. Indemnity: The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.
  8. Non-management/supervisory status: Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or

supervisory functions as defined by subdivision (g) and (m) of section 3540.1 of the Government Code.

9. Emergency Clause: If after completing the process of seeking a Consulting Teacher as described in this article, no Consulting Teacher is approved, and if there is a Referred Teacher to be served, the district shall appoint a Consulting Teacher with the approval of the PAR Panel for the remainder of that school year.

## **ARTICLE XXI**

### **Professional Growth**

The District and the Association recognize that the District's vision statement points to the importance of teachers modeling a personal commitment to life-long learning. It is the professional responsibility of all teachers to actively participate in networking opportunities and professional development activities that further build their competence, performance and effectiveness as an educator. This professional responsibility includes, but is not limited to building their skills in classroom practices aligned with the California Standards for the Teaching Profession; increasing their ability to help all students meet grade level achievement standards; and applying best practices supported by current educational research.

In support of the above, each school site's SSC/SDM shall be responsible for ensuring that a site's staff development offerings are aligned with the school plan.

*(The District and Association agree to strike the remaining current contract language.)*

## **ARTICLE XXII**

### **Reduced Services Employment**

- A. Definition - Reduced services employment shall be the equivalent of one-half of the number of sequential days of service required by the employee's contract of employment during one's final year of service in a full-time position and will commence on the first day of the first-half of the work-year or the first day of the second-half of the work-year.
- B. Requirements - The employee must have reached the age of 55 prior to Reduced Services Employment. The employee must have been employed full-time in a position requiring certification for at least 15 years, of which the immediately preceding five (5) years were full-time employment. Employees entering the Reduced Services program prior to July 1, 1996 must have had at least 10 years of service of which the immediately preceding five (5) years were full-time employment.
- C. Length of Contract - Reduced services employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in a full time position.
- D. Compensation - The employee shall be paid a salary which is the pro-rata share of the salary that would have been earned had the employee not elected to exercise the option of reduced services employment. The employee's STRS contribution paid by both the District and the employee shall be the same as if the employee taught full-time.

- E. Effect on Benefits - The employee shall receive health, dental, and vision benefits paid to full-time employees.
- F. Request Procedure - The employee shall file an application for reduced services employment with the Human Resources Office by May 1 for the following school year. The employee must develop an outline of the year's educational program and submit it to the building principal or division head for approval.
- G. Special Conditions - The reduced services employee will have responsibilities prorated in relation to a full-time employee. The reduced services employees will be evaluated each year by their immediate supervisor.
- H. Return to Full-Time Employment - The reduced services employee may be returned to full-time employment only with the mutual consent of the employee and the district.
- I. Conversion to Early Retirement Program - The reduced services employee may convert his/her reduced services program to an early retirement program as long as the maximum length of both programs does not exceed eight (8) years.

**ARTICLE XXIII  
Early Retirement**

A. Definition

The Early Retirement **program** is a **two-part** incentive plan **where a retiree may participate in one and/or both of the following incentive plans:**

1. **Receive health and welfare benefits.**
2. **Option for additional earnings through services to the district.**

B. Requirements:

1. The employee shall have reached age 55.
2. **The employee shall have** rendered a minimum of 15 years of service to the District.
3. **The employee shall** retire under the provisions of STRS.
4. Under the provisions of this article, **an early retiree** may not also participate in the fifty percent (50%) health insurance coverage for retirees and dependents delineated in Article XXV—Health/Dental/Vision Insurance Benefits.
5. The employee shall resign his/her position with the District and may not return to regular employment with the District except under exceptional circumstances approved by the Board.

Termination of the contract may be by mutual agreement, or by the District should there be a failure in performance of required services.

C. Length of Contract:

1. For the option for additional earnings, a participant shall serve not more than twenty (20) days per fiscal year in services determined by the district.
2. Contract for **health and welfare benefits and option for additional earnings** will be for a period of five (5) years or to age 65, whichever comes first.
3. If a participant's 65th birthday occurs after the beginning of a school year, participant is eligible to continue to participate **in the early retirement program** during that school year, with the exception of medical benefits coverage for the retiree and dependent(s), which will end on the date of the retiree's 65<sup>th</sup> birthday.

Termination of the contract may be by mutual agreement, or by the District, should there be a failure in performance of required services.

D. Compensation: - A participant approved for this program shall be eligible for the following benefits:

1. A contract for a period of five (5) years or to age 65, whichever comes first.
2. **Additional earnings through services to the district are as follows:**
  - **TK-12 and Adult Ed Services to the district**
    - **Substitute teaching at \$270 per day for a period of 20 days**
    - **All other services at \$230 per day for a period of 20 days**
  - **Child Development**
    - **Substitute teaching at the hourly rate currently in effect, based on their step and column placement at retirement.**
    - **All other services at hourly rate currently in effect based on their step and column placement at retirement.**
3. The District will pay the premiums for **early retirees** and **their** dependents medical benefits at the same rate that is provided full-time employees of the same classification. Medicare will be primary for any dependent of the retiree who is eligible for Medicare based on age. Employees may purchase vision and dental insurance at the District rate during the time they are participating in this program. Early Retirees may make a change in carriers during the period of open enrollment.
4. The benefits listed in (3) shall change each year at an amount equivalent to the change in medical benefits granted full-time employees of the same classification.

E. Request Procedure

The employee shall file an application with the Human Resources Office to participate in Early Retiree Program.

Applications shall be subject to Board approval and availability of district funds.

F. Services to the District (Optional)

1. **Substitute teaching**



2. **Projects must be mutually agreed upon by administrator and retiree; and approved by Human Resources. Projects** may include, but are not limited to the following:
- Community-school projects
  - Revising publications (policies, regulations, handbooks, etc.)
  - Research
  - **Grant writing**
  - **Professional Development**
  - Assisting/**proctoring** testing programs
  - **Assisting with behavior/academic support**
  - **Teacher mentor/coach**

#### **ARTICLE XXIV Salary Compensation**

**Effective July 1, 2017 a retroactive two and one-half percent (2.5%) salary increase for the 2017-2018 contract year to be issued on or before June 30, 2018 shall be applied to the following schedules:**

- **TK-12 Teachers**
- **Psychologist/LSS**
- **District Program Specialists**
- **Child Development Teachers**
- **Adult School Teachers**

**Effective July 1, 2018, a two and one-half (2.5%) salary increase shall be applied to the following salary schedules:**

- **TK-12 Teachers**
- **Psychologist/LSS**
- **District Program Specialist**
- **Adult School Teachers**
- **Child Development Teachers**

**Early Childhood Education: Effective July 1, 2017 the Early Childhood Education Salary Schedule shall include a Step Six (6). For the 2017-2018 school year, all teachers on steps one through five shall be advanced one additional step. These changes shall occur prior to the application of the annual salary increase. Employees will continue to move one-step annually.**

Employees will be paid according to the salary schedules attached as Appendix A.

Effective January 1, 2015, a two and one-half percent (2.5%) salary increase for the 2014-2015 contract year shall be applied to the following schedules:

- **TK-12 Teachers**

- Psychologist/LSS
- District Program Specialist

A one-time two percent (2.0%) increase will be applied for the 2014-2015 contract year for each of the following salary schedules:

- TK-12 Teachers
- Psychologist/LSS
- District Program Specialist

A one-time three and one-quarter percent (3.25%) increase will be applied for the 2014-2015 contract year for each of the following salary schedules:

- Adult School Teachers
- Child Development Teachers

A one-time five percent (5%) increase will be applied to the annual longevity stipends for the 2014-2015 contract year.

Effective 2015-2016, a six percent (6%) salary increase retroactive to July 1, 2015 and a four percent (4%) one-time off-schedule bonus, to be issued on or before May 31, 2016 and based on the 2015-2016 schedule, shall be applied to the following salary schedules:

- TK-12 Teachers
- Psychologist/LSS
- District Program Specialist
- Adult School Teachers

Effective July 1, 2016, a four percent (4%) salary increase and a four percent (4%) one-time off-schedule bonus, to be issued on or before February 15, 2017 and based on the 2016-2017 schedule, shall be applied to the following salary schedules:

- TK-12 Teachers
- Psychologist/LSS
- District Program Specialist
- Adult School Teachers

Early Childhood Education: A nine percent (9%) one-time off schedule bonus retroactive to July 1, 2015 shall be applied to the Early Childhood Education salary schedule. Effective July 1, 2016, a nine percent (9%) one-time off-schedule bonus shall be applied to the Early Childhood Education salary schedule.

Adult Education Hourly Rate: A six percent (6%) salary increase retroactive to July 1, 2015 shall be applied to the Adult Education Hourly Rate. Effective July 1, 2016, a four percent (4%) salary increase shall be applied to the Adult Education Hourly Rate.

Longevity Stipend: Effective July 1, 2015, Longevity Stipends (Steps 16, 21, 26) shall be incorporated into the following schedules:

- TK-12 Teachers
- Psychologist/LSS
- District Program Specialist
- Adult School Teachers

- Early Childhood Education

Restructure: Effective July 1, 2016, Columns V and VI of the K-12 Teachers Salary Schedule shall be restructured as follows:

- In Columns V and VI only, Steps 13-15, 17-20, and 22-25 shall be added to the schedule and increments applied to create a schedule of 26 steps that reflect annual salary increases.
- For Steps 13-15, increments shall be the difference between Step 16 and Step 12 divided by 4.
- For Steps 17-20, increments shall be the difference between Step 21 and Step 16 divided by 5.
- For Steps 22-25, increments shall be the difference between Step 26 and Step 21 divided by 5.

An additional stipend of \$1000.00 is paid for a Doctorate of Education or a Doctorate of Philosophy degree.

Effective July 1, 2015, an annual stipend of \$1000.00 shall be paid for National Board Certification. When the National Board Certified teacher serves in a high need school, as determined by the District, the teacher shall receive an additional \$1000.00 for a total stipend of \$2000.00.

Effective July 1, 2014, an additional eight percent (8.0%) increase will be added to all *Certificated Extra Pay Schedule, Non-contract Schedule and Other Assignments*. Combination Classroom Teachers and Dual Immersion Teachers shall not be included in the increase (see Appendix A).

Eight (8) years of experience credit on K-12 schedule effective 2000-2001; nine years, 2001-02; ten years, 2002-03; and eleven years, 2003-04. Employees will be paid according to the attached salary schedules.

Effective the 2006-07 school year longevity stipends (\$2,250, \$4,500, and \$9,000) will be applicable to columns III, IV, V, and VI of the K-12 teachers' salary schedule. Employees on columns I and II, who were receiving a longevity stipend as of June 30, 2006, will continue to receive a longevity stipend.

Effective the 2006-07 school year Column I on the K-12 teachers' salary schedule will have five (5) steps only. Column II will have six (6) steps only. Employees on Column I, Step 6 and below and employees on Column II, Step 7 and below during the 2005-06 school year will continue to make step advancement according to the contract provisions in place as of August 31, 2005.

Effective the 2006-07 school year placement on Column III will require a Bachelor's Degree plus 30 semester units; or upon verified completion of a CCTC Induction Program, a Bachelor's Degree and a Preliminary or Professional Clear Credential.

Effective the start of the 2008-09 contract year, column I on the K-12 Teachers Salary Schedule will be eliminated. The requirement for column II will be a Bachelor's Degree. Column III-VI will remain unchanged. Any employee hired prior to the 2008-09 contract year, who would have remained on column I, will move to column II.

Educational Credit: Effective 2012-2013: Employees planning to make a salary classification change must turn in official transcripts to warrant this change to the Human Resources Office no

later than the 10<sup>th</sup> of the month. Column changes shall become effective on the first of the month following receipt of the transcripts and shall be reflected in the next payroll warrant issued subsequent to the effective date. Transcripts submitted after the 10<sup>th</sup> of the month will not apply to the following month's classification change.

## **ARTICLE XXV**

### **Health/Dental/Vision Insurance Benefits**

Health, dental, and vision insurance coverage is available through the District. The District shall make contributions, as approved each year, on behalf of an employee whose assignment is fifteen (15) or more hours per week on a regular continuous basis and enrolled in the health/dental/vision insurance program. The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage. Upon resignation from the District, an employee's health/dental/vision insurance will terminate at the end of the month during which the employee's resignation was effective, unless the resignation is in lieu of Education Code 44929.21 or when the employee worked the entire school year, and chooses to resign effective the end of the school year, the employee shall maintain health benefits for two (2) additional months. Open enrollment shall be during the last two (2) months of each enrollment year.

The District shall notify all employees, prior to the open enrollment period, of all changes in the health/dental/vision insurance coverage and costs offered by the District.

Employees on an unpaid leave of absence of more than one (1) pay period may continue to participate in the District health and dental programs, subject to the carrier's rules and regulations, by remitting in advance the total remaining cost of such benefit program for the period of the unpaid leave.

When an employee retires after fifteen (15) or more years of service in the District at age 55 or over, the District shall pay fifty percent (50%) health insurance coverage for retiree and dependents up to age sixty-five (65). Employees retiring prior to July 1, 1996, shall have ten (10) or more years of service in the District in order to qualify for the fifty percent (50%) health insurance coverage for retiree and dependents up to age sixty-five (65). The age referred to herein applies to the age of the retiree. Any employee who retires after June 30, 2006, under the provisions of this article, may not also participate in the health insurance coverage for retirees and dependents delineated in Article XXIII—Early Retirement.

Health benefits for survivors of a bargaining unit member who had been with the District for a minimum of five (5) years and who had health benefits shall be provided by the District at the rate of one (1) month for each three (3) years of service, limited to a maximum of six (6) months.

Effective January 1, 2005, the District will offer the option for employees to enroll dependents in Delta Dental (including orthodontia for children only) with the premium costs paid by the employee.

The president of the Hacienda La Puente Teachers Association will appoint members to serve on the District Insurance Committee. The number of voting representatives on the committee from each employee group will be in proportion to the percentage of that employee group's benefit eligible members. Release-time will be provided for committee meetings. The District Insurance Committee shall:

- Review utilization data
- Monitor the benefits plans and their cost
- Be responsible for the communication and dissemination of health benefit information to district benefit-eligible employees
- Recommend to the Board of Education the health, dental and vision plans for all benefit-eligible employees.

Effective July 1, 2014, the district's contribution toward health/dental/vision benefits offered by the district for eligible employees shall be increased by \$900 bringing the district's annual contribution to a total of \$11,900.

If during any year the cost of the HLPTA health/dental/vision coverage is less than the total district and employee/retiree contributions, the excess amount will remain in the insurance fund to absorb future health plan costs and/or reduce future employee/retiree contributions. If during any year the cost of HLPTA health/dental/vision coverage exceeds the total of the District's contribution and the balance in the insurance fund account, the amount of any shortfall will be paid by the employee/retiree. *(The parties agree that at the time of the ratification of this Contract, this language is not in practice, but the language remains until successor language can be negotiated.)*

After the first two years of joining Riverside Employer/Employee Partnership for Benefits (REEP), the District and HLPTA will negotiate how any future equity surplus or deficit funds generated by the HLPTA bargaining unit shall be used.

*The district and HLPTA have agreed through a separate Memorandum of Understanding to explore the impact of the Affordable Care Act Excise Tax ("Cadillac Tax") and a two-tiered rate structure and to begin to capture unexpended health and welfare funds in 2016-2017.*

## **ARTICLE XXVI**

### **Child Development/Early Primary Program Employees**

Child Development/Early Primary Program employees shall be covered by all the Articles of the Agreement with the exception of Article IX (Working Hours-Work Year-Duties), Article XII (Class Size), and modifications to Article XV (Transfers/Assignments).

- A. The instructional responsibilities of the teaching staff shall include the knowledge and utilization of current teaching and student evaluation techniques; the establishment of teaching goals and objectives based on district goals and objectives; preparation that reflects appropriate instructional activities and the use of student evaluation techniques that are consistent with district goals and objectives; the completion and maintenance of assessments identifying student progress on subject content; and the development and maintenance of a positive learning environment.
  
- B. Work Year

The work year for early primary teachers will increase from 182 days to 183 days effective August 27, 2008. The salary schedule will be adjusted to incorporate one (1) extra day at per diem rate.

C. Professional Growth

The District and the Association recognize that the District's vision statement points to the importance of teachers modeling a personal commitment to life-long learning. It is the professional responsibility of all teachers to actively participate in networking opportunities and professional development activities that further build their competence, performance and effectiveness as an educator. This professional responsibility includes, but is not limited to, building their skills in classroom practices aligned with the California Standards for the Teaching Profession; increasing their ability to help all students meet age-appropriate achievement standards; and applying best practices supported by current educational research.

1. Definitions

Child Development Permit—refers to any level of Child Development Permit issued after February 1, 1997. Holders of these permits, with the exception of the Associate Teacher Child Development Permit, must complete 105 clock-hours of professional growth activities during each five-year cycle of the permit.

Professional Growth—refers to participation in activities that contribute to a credential holder's competence, performance or effectiveness in the profession of education.

Professional Growth Advisor—refers to an administrator who meets the requirements set by the State of California Commission on Teacher Credentialing to be a Professional Growth Advisor and advises permit holders regarding their professional growth and development. An employee who selects a Professional Growth Advisor from outside the District must provide a copy of their completed professional growth plan with appropriate signatures to the Human Resources Office upon application for renewal of their permit.

Renewal Cycle—refers to the five (5) year period commencing with the date that appears on a permit; and continuing until the end of the same month, five (5) years later.

2. Section C of this Article applies only to those unit members who have been issued a Child Development Permit issued after February 1, 1997. Those unit members to whom this section applies shall develop an individual program of professional growth, which consists of a minimum of 105 clock-hours of participation in activities, which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period beginning February 1, 1997, or on the date that a credential takes effect after February 1, 1997.
3. A clock-hour is determined by the actual time spent in the activity with the following exception: for courses taken from an accredited college or university, each semester unit shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.

4. To satisfy the permit renewal requirements of state law and regulations, a permit holder's Professional Growth Program must satisfy each of the following standards:
  - a. Each activity is of high quality and is consistent with the permit holder's professional growth goals.
  - b. Each activity is likely to contribute to the competence, performance, or effectiveness of the permit holder in one or more of the domains of professional growth.
  - c. Each activity must also begin after the permit holder applied for the Child Development Permit or for the most recent renewal of this permit.
5. The permit holder's professional growth record must ultimately include activities in at least two (2) of the categories described below.
  - a. The completion of one or more courses offered by accredited colleges or universities.
  - b. Attendance at conferences, workshops, institutes, academies, symposia, teacher center programs, or staff development programs.
  - c. Providing service in a leadership role in which the permit holder contributes to the improvement of the center or group of centers above and beyond the requirements of their job.
  - d. Providing service in a leadership role in a professional organization.
  - e. Conducting education research and innovation.
  - f. Performing systematic programs of observation and analysis of teaching, curriculum, classroom management techniques, play or circle activities of a peer-alike job.
  - g. Participation in a program of independent study, provided that the unit member investigates a specified aspect of education, produces a written report or other tangible product and evaluates the independent study and its product.
  - h. Improving basic skills that contribute to the permit holder's ability to contribute to the profession.
  - i. Participation in creative endeavors provided that the unit member creates a tangible product that exhibits originality of thought and execution, or participated in a production in which the unit member exhibits a creative talent and provided that the creative endeavors directly relate to early childhood education.
  - j. Receiving instruction in Cardiopulmonary Resuscitation (CPR).
6. Professional Growth Plan
  - a. On the appropriate forms available in the Human Resources Office, unit members should write a professional growth plan, which should identify his/her professional growth goals and the professional growth activities

he/she proposes to pursue. A unit member's professional growth advisor should sign the form to verify that the planned activities comply with state laws and regulations.

- b. A unit member may amend a professional growth plan by adding, deleting or changing any of the original or previously amended goals or proposed activities, or professional growth advisor. The professional growth advisor should initial an amendment to a professional growth plan that complies with state laws and regulations.
  - c. No professional growth advisor or other person should compel a unit member to include any particular activities in his/her professional growth plan.
  - d. Once a professional growth plan has been signed by a professional growth advisor, it should continue in force regardless of any change in the validity of the permit, any replacement of the professional growth advisor, any change in assignment, or any transfer by the unit member from one employer to another.
  - e. The professional growth advisor shall sign professional growth plans independently of any evaluation that may affect the unit member's employment status.
  - f. Certification of full compliance with the requirements of the five (5) year program should be submitted by the unit member in writing to the professional growth advisor no later than ninety (90) calendar days prior to the expiration of the five (5) year period.
7. If a unit member does not complete the professional growth requirements during the five (5) year renewal period, the permit will expire. He/She is eligible for a one-time, two (2) year extension of the Child Development Permit. The unit member is responsible for requesting the extension in a written statement to the Commission on Teacher Credentialing, including an application form and fee.

D. Class Size

Class Size for all Child Development and Early Primary Education Programs shall be in accordance with state and federal licensing requirements.

E. Working Hours

1. A consecutive thirty (30) minute, duty-free lunch shall be provided for each employee.
2. The District shall make every effort to ensure that each employee receives time for preparation. This time for preparation may vary according to the needs/requirements of each individual program.

F. Assignments



1. Unless a program change was requested, the supervisor shall make every effort to have a conference with the employee to discuss any possible change in program assignment prior to making the change.
2. Recognizing that program locations and needs may change from year to year, the supervisor will attempt to keep employees informed as to possible position and location changes. Prior to May 1, employees may submit to their supervisor, in writing, a request to be considered for different programs or locations, as long as they meet the requirements for such assignment. When possible, employees shall be notified, in writing, 30 days before the beginning of the school year of their tentative assignment and work location for the coming school year.
3. If the tentative assignment or work location is changed during the summer, the employee shall be notified by mail addressed to the employee's current mailing address on file with the district.
4. Summer assignments shall remain the responsibility of the Child Development management staff and shall be determined according to the needs of the program and the availability of funding, making every effort to ensure a fair selection process.

#### **ARTICLE XXVII Concerted Activities**

- A. It is agreed and understood by members of the bargaining unit that there will be no strike, work stoppage, slow-down, refusal, or failure to fully and faithfully perform job functions and responsibilities, nor will there be compliance with the request of other labor organizations to engage in such activities.
- B. To this end, the Association recognizes the duty and obligation of its representative to comply with the provisions of this agreement and to make strong continuing effort toward ensuring all employees to comply. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all reasonable steps necessary to cause those employees to cease such action.
- C. It is understood that in the event this Article is violated, the Board shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy or administrative directive from any employee and/or the Association.

#### **ARTICLE XXVIII Support of Agreement**

The Board and the Association agree that it is to their mutual benefit to encourage the resolution of problems or concerns through the negotiation process. Therefore, it is agreed that the Board and the Association will support this Agreement for its term as demonstration of their cooperation and consistency to this end.

#### **ARTICLE XXIX Effect of Agreement**

This Agreement shall supersede all directives, rules, regulations or practices of the Board and District which are or may in the future be contrary to or inconsistent with its terms.

**ARTICLE XXX**  
**Conclusiveness of Agreement**

During the term of this Agreement, both parties expressly waive and relinquish the right to meet and negotiate and agree that either party shall not be obliged to meet and negotiate, except matter referred to or covered in this Agreement, unless the right to negotiate or renegotiate is specifically granted elsewhere in other than salary and fringe benefits, during the third year of the Agreement.

**ARTICLE XXXI**  
**Separability and Savings**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or court pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

The parties shall meet not later than ten (10) days after such written decision by a court or tribunal to negotiate on the provision or provisions affected.

Appendix A  
SALARY SCHEDULES

# Teacher's Salary Schedule

Board Approved 08/09/18 – Effective  
07/01/2018

	II	III	IV	V	VI
Step	BA	BA+30	BA+45 or MA	BA+60 Inc. MA or MA+15	BA+70 Inc. MA or MA+25
1	\$55,551	\$58,361	\$61,309	\$64,409	\$67,665
2	\$57,350	\$60,246	\$63,293	\$66,489	\$69,852
3	\$59,201	\$62,193	\$65,338	\$68,640	\$72,109
4	\$61,114	\$64,203	\$67,450	\$70,857	\$74,440
5	\$63,090	\$66,278	\$69,630	\$73,146	\$76,847
6	\$65,128	\$68,421	\$71,883	\$75,513	\$79,332
7	\$67,234	\$70,631	\$74,205	\$77,953	\$81,898
8	\$69,406	\$72,914	\$76,603	\$80,473	\$84,545
9	\$71,647	\$75,270	\$79,079	\$83,071	\$87,276
10	\$73,967	\$77,704	\$81,634	\$85,757	\$90,098
11	\$76,356	\$80,127	\$84,273	\$88,530	\$93,009
12	\$78,826	\$82,811	\$86,995	\$91,392	\$96,017
Longevity - 13*				\$92,050	\$96,674
Longevity - 14*				\$92,708	\$97,333
Longevity - 15*				\$93,366	\$97,990
Longevity - 16*	\$81,459	\$85,443	\$89,627	\$94,024	\$98,649
Longevity - 17*				\$94,551	\$99,175
Longevity - 18*				\$95,077	\$99,701
Longevity - 19*				\$95,604	\$100,227
Longevity - 20*				\$96,130	\$100,755
Longevity - 21*	\$84,091	\$88,075	\$92,259	\$96,656	\$101,281
Longevity - 22*				\$97,709	\$102,333
Longevity - 23*				\$98,762	\$103,387
Longevity - 24*				\$99,814	\$104,439
Longevity - 25*				\$100,868	\$105,491
Longevity - 26*	\$89,355	\$93,339	\$97,524	\$101,920	\$106,545

\* Longevity = Years in HLPUSD

# Teacher's Salary Half Step Schedule

Board Approved 08/09/18 – Effective  
07/01/2018

Col.>	II	III	IV	V	VI
Step	BA	BA+30	BA+45 or MA	BA+60 Inc. MA or MA+15	BA+70 Inc. MA or MA+25
<b>1.50</b>	\$56,450	\$59,302	\$62,300	\$65,451	\$68,760
<b>2.50</b>	\$58,275	\$61,220	\$64,315	\$67,564	\$70,981
<b>3.50</b>	\$60,160	\$63,200	\$66,393	\$69,751	\$73,276
<b>4.50</b>	\$62,101	\$65,239	\$68,539	\$72,003	\$75,644
<b>5.50</b>	\$64,110	\$67,349	\$70,757	\$74,332	\$78,087
<b>6.50</b>	\$66,181	\$69,527	\$73,041	\$76,734	\$80,615
<b>7.50</b>	\$68,317	\$71,771	\$75,405	\$79,213	\$83,218
<b>8.50</b>	\$70,529	\$74,095	\$77,841	\$81,773	\$85,914
<b>9.50</b>	\$72,811	\$76,489	\$80,358	\$84,417	\$88,687
<b>10.50</b>	\$75,161	\$78,962	\$82,954	\$87,145	\$91,554
<b>11.50</b>	\$77,590	\$81,515	\$85,634	\$89,961	\$94,515
Longevity - 12.5*				\$91,721	\$96,345
Longevity - 13.5*				\$92,379	\$97,003
Longevity - 14.5*				\$93,038	\$97,661
Longevity - 15.5*				\$93,696	\$98,319
Longevity - 16*	\$81,459	\$85,442	\$89,627	\$94,288	\$98,911
Longevity - 17.5*				\$94,814	\$99,439
Longevity - 18.5*				\$95,341	\$99,965
Longevity - 19.5*				\$95,867	\$100,491
Longevity - 20.5*				\$96,393	\$101,017
Longevity - 21*	\$84,091	\$88,074	\$92,259	\$97,182	\$101,807
Longevity - 22.5*				\$98,236	\$102,859
Longevity - 23.5*				\$99,288	\$103,913
Longevity - 24.5*				\$100,341	\$104,965
Longevity - 25.5*				\$101,394	\$106,019
Longevity - 26*	\$89,355	\$93,339	\$97,524	\$101,920	\$106,545

\* Longevity = Years in HLPUSD

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Teachers' Salary Schedule

EXPLANATION OF TEACHERS' SALARY SCHEDULE

Effective the start of the 2008-09 contract year, column I on the K-12 Teachers Salary Schedule will be eliminated. The requirement for column II will be a Bachelor's Degree. Column III-VI will remain unchanged. Any employee hired prior to the 2008-09 contract year, who would have remained on column I, will move to column II.

- I. Bachelor's Degree
- II. Bachelor's Degree plus 15 semester units
- III. Bachelor's Degree plus 30 semester units; or upon verified completion of a CCTC Induction Program, a Bachelor's Degree and a Preliminary or Professional Clear Credential.
- IV. Bachelor's Degree plus 45 semester units, or Master's Degree, or Clear 8.1 Vocational Credential
- V. Master's Degree plus 15 semester units completed after the Master's Degree, or Clear 8.1 Vocational Credential plus 15 semester units, or Bachelor's Degree plus 60 semester units including the Master's Degree or Clear 8.1 Vocational Credential
- VI. Master's Degree plus 25 semester units completed after the Master's Degree, or Clear 8+1 Vocational Credential plus 25 semester units, or Bachelor's Degree plus 70 semester units including the Master's Degree or Clear 8.1 Vocational Credential, a Doctorate of Education or a Doctorate of Philosophy Degree

UNITS: Must be upper division or graduate units obtained after a receipt of the Bachelor's Degree. Quarter hours shall be converted to semester hours by multiplying the total of such hours by two-thirds.

EXPERIENCE CREDIT (New Employees)

1. A maximum of eleven years of experience is granted for previous teaching service at the elementary or secondary level.
2. Teaching experience at accredited private schools will be accepted.
3. To be eligible for a full service increment, the employee must have served a minimum of 75% of the number of days the regular schools of the district are in session and a minimum of four months for a half increment.
4. Teaching experience, for allowance, will be given only if there has not been a break in service of over ten years.
5. Teachers will be allowed a maximum of one-year credit for a minimum of two years of military service with honorable discharge.
6. Trade experience appropriate to the area of teaching will be granted on the basis of two years of full time experience for one year of teaching experience up to a maximum of five years. Trade experience required to get the Clear 8.1 credential will not be counted. This experience is not retroactive for personnel under contract before September 1, 1972.

## EDUCATIONAL CREDIT

1. Intern or Ryan vocational (without BA) credentialed teachers will not move beyond Classification I.
2. After employment, and prior to enrollment for a class, a teacher may petition for approval of lower division credit prior to the Master's Degree. The Assistant Superintendent, Human Resources will judge the credit on the basis of value to the district.
3. Semester units mentioned in Classification I to VI must be taken from an accredited institution as listed in the U.S. Department of Education publication, Education Directory - Colleges and Universities. The above graduate work is expected to be within, or closely related to, the field of education, or subjects commonly taught in public schools
4. The Master's or Doctorate Degrees must be from an accredited institution, as listed above, in education or in subjects commonly taught in public schools.
5. Courses that are applicable to a graduate degree and that are completed prior to and not included in the granting of a Bachelor's Degree may be considered for salary classification if subsequent to the granting of the Bachelor's Degree proper notation is made on official transcript.
6. Personnel new to teaching, who have their regular credentials, should not take courses during the first quarter or semester. Units taken during the first quarter or semester will not be accepted for salary reclassification except as provided in number seven below.
7. The maximum training load taken concurrently with an employee's regular duties during the academic year in which the employee is employed full time shall be twelve semester units or eighteen quarter units. A maximum of six semester units may be taken during any semester or nine quarter units during any quarter provided the maximum of twelve semester units or eighteen quarter units is not exceeded during the academic year. Units taken beyond these maximums shall not be accepted for salary reclassification except as provided in number eight below.
8. Any exceptions to items 6 or 7 above will need to be reviewed and approved, prior to enrollment for a class, by the Assistant Superintendent, Human Resources.
9. Effective 2012-2013: Employees planning to make a salary classification change must turn in official transcripts to warrant this change to the Human Resources Office no later than the 10<sup>th</sup> of the month. Column changes shall become effective on the first of the month following receipt of the transcripts and shall be reflected in the next payroll warrant issued subsequent to the effective date. Transcripts submitted after the 10<sup>th</sup> of the month will not apply to the following month's classification change.

## GENERAL REGULATIONS

1. Effective 2012-2013: Salary warrants for contract regular employees shall be issued on the first working day of each month.
2. All employees who serve less than the required number of days for all employees shall receive salary not less than that having the same ratio to the established annual salary for their group and step classification as the number of days they serve bears to the total number of working days for all employees.

3. Employees who serve for one full school semester shall receive not less than one-half the annual salary for their group and step.

#### SERVICE RECOGNITION

1. After fifteen (15) years of employment, full-time teachers shall receive \$2,250 if they are on Classifications I-VI of the Teachers' Salary Schedule. Effective the 2006-07 school year this longevity stipend will be applicable to classifications III-VI only. Employees on classifications I and II, who were receiving a longevity stipend as of June 30, 2006 will continue to receive a longevity stipend.

Effective July 1, 2015, the fifteen (15) year service recognition (Step 16 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

2. After twenty (20) years of employment, full-time teachers shall receive \$4,500 under the same schedule stipulations listed in (1) above.

Effective July 1, 2015, the twenty (20) year service recognition (Step 21 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

3. After twenty-five (25) years of employment, full-time teachers shall receive \$9,000 under the same schedule stipulations listed in (1) above.

Effective July 1, 2015, the twenty-five (25) year service recognition (Step 26 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

4. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year or half year of service for serving a minimum of four months.
5. Only time served in paid status (including sabbatical leave) in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.
6. Service as a part-time regular employee shall receive a prorated amount of the service recognition stipend in the same ratio as their assignment is to a full time assignment.



# Psychologist/LSS Schedule

Board Approved 08/09/18 - Effective  
07/01/2018

Col>	I	II	III	IV
Step	BA+30	BA+45	BA+60 incl. MA or MA+15	BA+70 incl. MA or MA+25
1	\$75,658	\$79,442	\$83,414	\$87,584
2	\$78,452	\$82,374	\$86,492	\$90,819
3	\$81,346	\$85,413	\$89,684	\$94,168
4	\$84,347	\$88,567	\$92,994	\$97,643
5	\$87,456	\$91,834	\$96,426	\$101,245
6	\$90,688	\$95,222	\$99,984	\$104,981
Longevity - 16*	\$93,320	\$97,854	\$102,616	\$107,613
Longevity - 21*	\$95,952	\$100,486	\$105,248	\$110,246
Longevity - 26*	\$101,216	\$105,750	\$110,512	\$115,510

\* Longevity = Years of Service in HLPUSD

### ***Half Step Schedule***

Col>	I	II	III	IV
Step	BA+30	BA+45	BA+60 incl. MA or MA+15	BA+70 incl. MA or MA+25
1.5	\$77,056	\$80,907	\$84,953	\$89,201
2.5	\$79,899	\$83,894	\$88,088	\$92,492
3.5	\$82,845	\$86,989	\$91,338	\$95,905
4.5	\$85,902	\$90,198	\$94,712	\$99,443
5.5	\$89,070	\$93,528	\$98,205	\$103,115

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Psychologist/Language Speech Specialists' Salary Schedule

191 Working Days

EXPLANATION OF PSYCHOLOGISTS'/LANGUAGE SPEECH SPECIALISTS' SALARY  
SCHEDULE

- I. An appropriate credential and a Bachelor's Degree plus 30 semester units.
- II. An appropriate credential and 45 semester units after the Bachelor's Degree, or a Master's Degree.
- III. An appropriate credential and a Master's Degree plus 15 semester units, completed after the Master's Degree, or a Bachelor's Degree plus 60 semester units including the Master's Degree.
- IV. An appropriate credential and a Master's Degree plus 25 semester units, completed after the Master's Degree, or a Bachelor's Degree plus 70 semester units including the Master's Degree or a Doctorate of Education or a Doctorate of Philosophy Degree.

UNITS: Must be upper division or graduate units obtained after a receipt of the Bachelor's Degree. Quarter hours shall be converted to semester hours by multiplying the total of such hours by two-thirds.

EXPERIENCE CREDIT (New Employees)

1. A maximum of two years of experience is granted for previous service as a psychologist at the elementary or secondary level.
2. Psychologist experience at accredited private schools will be accepted.
3. To be eligible for a full service increment, the employee must have served a minimum of 75% of the number of days the regular schools of the district are in session and a minimum of four months for a half increment.
4. Experience, for allowance, will be given only if there has not been a break in service of over ten years.

EDUCATIONAL CREDIT

1. Intern psychologists will not move beyond Classification I.
2. Semester units mentioned in Classification I to IV must be taken from an accredited institution as listed in the U.S. Department of Education publication, Education Directory - Colleges and Universities. The above graduate work is expected to be within, or closely related to, the field of education, or subjects commonly taught in public schools.
3. The Master's or Doctorate Degrees must be from an accredited institution, as listed above, in education or in subjects commonly taught in public schools.
4. Courses that are applicable to a graduate degree and that are completed prior to and not included in the granting of a Bachelor's Degree may be considered for salary

classification if subsequent to the granting of the Bachelor's Degree proper notation is made on official transcript.

5. New psychologists/language speech specialists who have their regular credentials should not take courses during the first quarter or semester. Units taken during the first quarter or semester will not be accepted for salary reclassification except as provided in number seven below.
6. The maximum training load taken concurrently with an employee's regular duties during the academic year in which the employee is employed full time shall be twelve semester units or eighteen quarter units. A maximum of six semester units may be taken during any semester or nine quarter units during any quarter provided the maximum of twelve semester units or eighteen quarter units is not exceeded during the academic year. Units taken beyond these maximum shall not be accepted for salary reclassification except as provided in number seven below.
7. Any exceptions to items 5 or 6 above will need to be reviewed and approved, prior to enrollment for a class, by the Assistant Superintendent, Human Resources.
8. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year or half year of service for serving a minimum of four months.
9. Effective 2012-2013: Employees planning to make a salary classification change must turn in official transcripts to warrant this change to the Human Resources Office no later than the 10<sup>th</sup> of the month. Column changes shall become effective on the first of the month following receipt of the transcripts and shall be reflected in the next payroll warrant issued subsequent to the effective date. Transcripts submitted after the 10<sup>th</sup> of the month will not apply to the following month's classification change.

#### GENERAL REGULATIONS

1. Effective 2012-2013: Salary warrants for contract regular employees shall be issued on the first working day of each month.
2. All employees who serve less than the required number of days for all employees shall receive salary not less than that having the same ratio to the established annual salary for their group and step classification as the number of days they serve bears to the total number of working days for all employees.
3. Employees who serve for one full school semester shall receive not less than one-half the annual salary for their group and step.

#### SERVICE RECOGNITION

1. After fifteen (15) years of employment, full-time psychologists/language speech specialists shall receive \$2,250 if they are on Classification I to IV of the psychologists/language speech specialists' salary schedule.  
  
Effective July 1, 2015, the fifteen (15) year service recognition (Step 16 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
2. After twenty (20) years of employment, full-time psychologists/language speech specialists shall receive \$4,500 under the same schedule stipulations listed in (1) above.

Effective July 1, 2015, the twenty (20) year service recognition (Step 21 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

3. After twenty-five (25) years of employment, full-time psychologists/Language speech specialists shall receive \$9,000 under the same schedule stipulations listed in (1) above.  
Effective July 1, 2015, the twenty-five (25) year service recognition (Step 26 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
4. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year.
5. Only time served in paid status (including sabbatical leave) in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.
6. Service as a part-time regular employee shall receive a prorated amount of the service recognition stipend in the same ratio as their assignment is to a full-time assignment.

# District Program Specialists Schedule

Board Approved 08/09/18 - Effective  
07/01/18

	I	II	III	IV	V
Step	BA+15	BA+30	BA+45 or MA	BA+60 incl. MA or MA + 15	BA+70 incl. MA or MA + 25
1	\$72,054	\$75,657	\$79,440	\$83,414	\$87,586
2	\$74,714	\$78,450	\$82,374	\$86,493	\$90,819
3	\$77,470	\$81,343	\$85,412	\$89,682	\$94,167
4	\$80,332	\$84,344	\$88,564	\$92,994	\$97,642
5	\$83,294	\$87,456	\$91,834	\$96,424	\$101,246
6	\$86,368	\$90,686	\$95,221	\$99,982	\$104,980
Longevity - 16*	\$89,000	\$93,318	\$97,782	\$102,615	\$107,612
Longevity - 21*	\$91,632	\$95,949	\$100,414	\$105,247	\$110,245
Longevity - 26*	\$96,896	\$101,214	\$105,651	\$110,511	\$115,508

\* Longevity = Years of Service in HLPUSD

## ***Half Step Schedule***

Col>	I	II	III	IV	V
Step	BA + 15	BA+30	BA+45 or MA	BA+60 incl. MA or MA + 15	BA+70 incl. MA or MA + 25
1.5	\$73,384	\$77,054	\$80,907	\$84,954	\$89,203
2.5	\$76,092	\$79,897	\$83,893	\$88,088	\$92,493
3.5	\$78,901	\$82,843	\$86,988	\$91,338	\$95,904
4.5	\$81,813	\$85,899	\$90,199	\$94,708	\$99,444
5.5	\$84,830	\$89,070	\$93,492	\$98,203	\$103,112

## District Program Specialists' Salary Schedule

191 Working Days

### EXPLANATION OF SALARY SCHEDULE

- I. An appropriate credential and a Bachelor's Degree plus 15 semester units.
- II. An appropriate credential and a Bachelor's Degree plus 30 semester units.
- III. An appropriate credential and 45 semester units after the Bachelor's Degree, or a Master's Degree.
- IV. An appropriate credential and a Master's Degree plus 15 semester units, completed after the Master's Degree, or a Bachelor's Degree plus 60 semester units including the Master's Degree.
- V. An appropriate credential and a Master's Degree plus 25 semester units, completed after the Master's Degree, or a Bachelor's Degree plus 70 semester units including the Master's Degree or a Doctorate of Education or a Doctorate of Philosophy Degree.

UNITS: Must be upper division or graduate units obtained after a receipt of the Bachelor's Degree. Quarter hours shall be converted to semester hours by multiplying the total of such hours by two-thirds.

#### EXPERIENCE CREDIT (New Employees)

1. A maximum of two years' experience is granted for previous teaching service at the elementary or secondary level.
2. Teaching experience at accredited private schools will be accepted.
3. To be eligible for a full service increment, the employee must have served a minimum of 75% of the number of days the regular schools of the district are in session and a minimum of four months for a half increment.
4. Experience, for allowance, will be given only if there has not been a break in service of over ten years.
5. Teachers will be allowed a maximum of one year credit for a minimum of two years military service with honorable discharge.
6. Trade experience appropriate to the area of teaching will be granted on the basis of two years of full-time experience for one year of teaching experience up to a maximum of five years. Trade experience required to get the Clear 8.1 credential will not be counted. This experience is not retroactive for personnel under contract before September 1, 1972.

#### EDUCATIONAL CREDIT

1. Intern or Ryan vocational (without BA) credentialed teachers will not move beyond Classification I.
2. After employment, and prior to enrollment for a class, a teacher may petition for approval of lower division credit prior to the Master's Degree. The Assistant Superintendent, Human Resources will judge the credit on the basis of value to the district.

3. Semester units mentioned in Classification I to IV must be taken from an accredited institution as listed in the U.S. Department of Education publication, Education Directory – Colleges and Universities. The above graduate work is expected to be within, or closely related to, the field of education, or subjects commonly taught in public schools.
4. The Master's or Doctorate Degrees must be from an accredited institution, as listed above, in education or in subjects commonly taught in public schools.
5. Courses that are applicable to a graduate degree and that are completed prior to and not included in the granting of a Bachelor's Degree may be considered for salary classification if subsequent to the granting of the Bachelor's Degree proper notation is made on official transcript.
6. Personnel new to teaching, who have their regular credentials, should not take courses during the first quarter or semester. Units taken during the first quarter or semester will not be accepted for salary reclassification except as provided in number seven below.
7. The maximum training load taken concurrently with an employee's regular duties during the academic year in which the employee is employed full-time shall be twelve semester units or eighteen quarter units. A maximum of six semester units may be taken during any semester or nine quarter units during any quarter provided the maximum of twelve semester units or eighteen quarter units is not exceeded during the academic year. Units taken beyond these maximum shall not be accepted for salary reclassification except as provided in number seven below.
8. Any exceptions to items 5 or 6 above will need to be reviewed and approved, prior to enrollment for a class, by the Assistant Superintendent, Human Resources.
9. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year or half year of service for serving a minimum of four months.
10. Effective 2012-2013: Employees planning to make a salary classification change must turn in official transcripts to warrant this change to the Human Resources Office no later than the 10<sup>th</sup> of the month. Column changes shall become effective on the first of the month following receipt of the transcripts and shall be reflected in the next payroll warrant issued subsequent to the effective date. Transcripts submitted after the 10<sup>th</sup> of the month will not apply to the following month's classification change.

#### GENERAL REGULATIONS

1. Effective 2012-2013: Salary warrants for contract regular employees shall be issued on the first working day of each month.
2. All employees who serve less than the required number of days for all employees shall receive salary not less than that having the same ratio to the established annual salary for their group and step classification as the number of days they serve bears to the total number of working days for all employees.
3. Employees who serve for one full school semester shall receive not less than one-half the annual salary for their group and step.

#### SERVICE RECOGNITION

1. After fifteen (15) years of employment, full-time teachers shall receive \$2,250 if they are on Classification I to IV of the District Program Specialist's salary schedule.  
Effective July 1, 2015, the fifteen (15) year service recognition (Step 16 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
2. After twenty (20) years of employment, full-time teachers shall receive \$4,500 under the same schedule stipulations listed in (1) above.  
Effective July 1, 2015, the twenty (20) year service recognition (Step 21 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
3. After twenty-five (25) years of employment, full-time teachers shall receive \$9,000.  
Effective July 1, 2015, the twenty-five (25) year service recognition (Step 26 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
4. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year.
5. Only time served in paid status (including sabbatical leave) in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.
6. Service as a part-time regular employee shall receive a prorated amount of the service recognition stipend in the same ratio as their assignment is to a full-time assignment.





HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Adult School Teachers' Salary Schedule

180 Working Days

EXPLANATION OF SALARY SCHEDULE

SALARY SCHEDULE RULES AND REGULATIONS

1. Step Advancement

Employees employed 75% of the school year (3 quarters), will advance one step on the salary schedule effective July 1 of the following year.

2. Employment Step

(a) Employees new to the adult school will be placed on Step 1 of the salary schedule, unless they have comparable experience in a public school adult education class, i.e. evening adult school or junior college extended day classes.

(b) Other instructional experience may be evaluated for worth to the district if directly related to the assignment of the employee. This must meet the criteria of 2(a) above, be recommended by the Assistant Superintendent, Adult and Continuing Education and approved by the Superintendent or his/her designee. Included in the above would be such experience as Peace Corp, Job Corp and military instruction.

GENERAL REGULATIONS

1. Effective 2012-2013: Salary warrants for hourly employees shall be issued on the fifth of each calendar month; if the 5<sup>th</sup> falls on a holiday or weekend, salary warrants will be issued on the preceding workday. Salary warrants for those employees on annualized salaries are issued on the first workday of the month.

2. Those employees on regular assignments of eighteen (18) hours or more weekly shall be issued ten (10) equal paychecks.

SERVICE RECOGNITION

1. After fifteen (15) years of employment, full-time teachers shall receive \$2,250.

Effective July 1, 2015, the fifteen (15) year service recognition (Step 16 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

2. After twenty (20) years of employment, full-time teachers shall receive \$4,500.

Effective July 1, 2015, the twenty (20) year service recognition (Step 21 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

3. After twenty-five (25) years of employment, full-time teachers shall receive \$9,000.

Effective July 1, 2015, the twenty-five (25) year service recognition (Step 26 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.

4. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year or a half year of service for serving a minimum of four months.
5. Only time served in paid status (including sabbatical leave) in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.
6. The required number of days for an increment or an anniversary step in the K-12 program is 75% of the required number of days of service for a school year. This equates to 185 days service x .75 of a school year = 138.75 days.

Using a thirty (30) hour work week (6 hours per day x 5 days per week) as the basis for a full-time bargaining unit member in the K-12 program, a full-time assignment is 6 hours x 185 days = 1110 hours.

The adult school employee calendar is 180 days per school year. Seventy-five percent (75%) of this time is equal to 135 days (180 days x .75 of a school year = 135 days).

Using a thirty (30) hour workweek as the basis for full-time adult hourly employee, a full-time assignment is 6 hours x 180 days = 1080 hours. Seventy-five percent (75%) of this time is equal to 1080 hours x .75 = 810 hours.



HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Early Childhood Education Permit Teachers' Salary Schedule

183 Working Days

EXPLANATION OF SALARY SCHEDULE

- C-1 Associate Teacher Permit
- C-2 Regular Children's Center Permit or Teacher Permit
- C-3 Regular Children's Center Permit or Teacher Permit with an A.A. Degree
- C-4 Regular Children's Center Permit or Teacher Permit with an A.A. Degree plus 30 semester units completed after the A.A. Degree
- C-5 Regular Children's Center Permit or Teacher Permit with B.A. Degree

SALARY SCHEDULE RULES AND REGULATIONS

1. Step Advancement

Employees employed 75% of the school year (3 quarters), will advance one step on the salary schedule effective July 1 of the following year, i.e. for step advancement, in July of 1983 the teacher must have worked on or before November 5, 1982 (the first day of the second quarter).

2. Employment Step

- (a) Employees new to Early Childhood Education will be placed on Step 1 of the salary schedule, unless they have comparable experience in a public school or private school program.
- (b) Other instructional experience may be evaluated for worth to the district if directly related to the assignment of the employee. This must meet the criteria of 2(a) above, be recommended by the Director, Early Primary Programs and approved by the Superintendent or his/her designee.

GENERAL REGULATIONS

- 1. Salary warrants for contract regular employees shall be issued on the first working day of each month.
- 2. Salary warrants for hourly employees shall be issued on the fifth of each calendar month; if the 5<sup>th</sup> falls on a holiday or weekend, salary warrants will be issued on the preceding workday. Salary warrants for those employees on annualized salaries are issued on the first workday of the month.
- 3. Effective 2012-2013: Employees planning to make a salary classification change must turn in official transcripts to warrant this change to the Human Resources Office no later than the 10<sup>th</sup> of the month. Column changes shall become effective on the first of the month following receipt of the transcripts and shall be reflected in the next payroll warrant issued subsequent to the effective date. Transcripts submitted after the 10<sup>th</sup> of the month will not apply to the following month's classification change.

## SERVICE RECOGNITION

1. After fifteen (15) years of employment, full-time teachers shall receive \$2,250.  
Effective July 1, 2015, the fifteen (15) year service recognition (Step 16 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
2. After twenty (20) years of employment, full-time teachers shall receive \$4,500.  
Effective July 1, 2015, the twenty (20) year service recognition (Step 21 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
3. After twenty-five (25) years of employment, full-time teachers shall receive \$9,000.  
Effective July 1, 2015, the twenty-five (25) year service recognition (Step 26 longevity stipend) shall be incorporated into the salary schedule and be included in all salary schedule increases.
4. A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year or a half year of service for serving a minimum of four months.
5. Only time served in paid status (including sabbatical leave) in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.
6. Service as a part-time regular employee shall receive a prorated amount of the service recognition stipend in the same ratio as their assignment is to a full-time assignment. Thirty (30) hours per week is considered a full-time assignment.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

Other Certificated Salary Schedule

**Effective July 1, 2018**

Counseling/Nursing/Speech/District Program Specialist Overtime	\$31.35
Work Experience Supervisor	\$32.00
Saturday School	\$27.99
Period Substitutes (Grades 6-12)	\$26.92
Inservice <b>Adult</b>	<b>\$18.00</b>
<b>Inservice ECD</b>	<b>\$15.67</b>
Curriculum Development Adult	<b>\$25.00</b>
<b>Curriculum Development ECD</b>	<b>\$21.27</b>
Special 6 <sup>th</sup> Period Assignment	<b>1/6<sup>th</sup> per diem</b>
Supplemental Instruction (TK-12)	\$32.00
Early Childhood Education Substitute	\$16.50
Early Childhood Education Substitute (contract)	\$17.86
Adult Education Substitute	<b>Step 1 Column 1 prorated hourly</b>
In-service (TK-12)	\$25.00
Curriculum/Professional Development (TK-12)	\$32.00
Home Teaching (TK-12 members)	\$32.00

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

Certificated Extra-Pay Schedule

<u>CONTRACT</u>	<u>PER YEAR</u>
Department Chairpersons	
7 – 15 Sections	\$1,512
16 – 30 Sections	\$2,116
31+ Sections	\$2,538
<u>OTHER ASSIGNMENTS</u>	
Elementary Bilingual Teachers** in training	
Teaching classes:	
In progress	\$726
Passed 1 exam	\$1,089
Passed 2 exams	\$1,452
Certificated Bilingual Teachers**	\$2,117
Bilingual Translation (BCLAD required)	\$864
Dual Immersion Classroom Teacher	\$2,250
Combination Classroom Teacher	\$2,250
Counselor	\$4,232
Asst. Director, Instrumental Music	\$2,116
Director, Choral Music	\$3,023
Director, Instrumental Music	\$4,232
Instrumental Music Teacher/Middle School	\$1,814
Librarian	\$2,116
Lead Speech Teacher	\$2,538
Lead Nurse	\$2,538
Lead Psychologist	\$2,538
Lead Counselor (high school)	\$2,538
Special Ed. Teacher (Full credential)	\$1,797
Special Ed. Teacher (Credential in progress)	\$1,452
Elementary Bilingual Resource Teacher	\$2,177
Athletic Director	\$4,232



\*\*Elementary Teachers in designated bilingual classrooms.

Hacienda La Puente Unified School District

Non-Contract Schedule

Unit members will receive payment at the completion of the assignment.

	<u>PER YEAR</u>
Middle School League Chairpersons	\$726
Middle School Tournament Chairpersons	\$212
Coaching Assignments*	
Varsity Football	\$3,990
Football Assistant (in charge of a team)	\$2,901
Football Assistant	\$2,538
Athletic Trainer	\$2,538
Badminton	\$2,660
JV Badminton	\$2,116
Varsity Basketball	\$3,627
Basketball Assistant	\$2,538
Track	\$3,446
Track Assistant	\$2,538
Cross Country	\$2,660
Volleyball	\$2,660
Volleyball Assistant	\$2,116
Varsity Baseball	\$3,446
Baseball Assistant	\$2,538
Softball	\$3,446
Softball Assistant	\$2,538
Swimming	\$3,446
Swimming Assistant	\$2,538
Water Polo	\$3,446
Water Polo Assistant	\$2,538
Tennis	\$2,660
Tennis Assistant	\$2,116
Wrestling	\$3,446
Wrestling Assistant	\$2,538
Golf	\$2,660
Golf Assistant	\$2,116
Soccer	\$2,660
Soccer Assistant	\$2,116
Dance	\$1,149
Drill Team	\$2,901
Drill Team Assistant	\$2,116
Pep	\$2,660

Assistant Pep	\$1,934
Middle School League Sports	\$1,571
Middle School Tournament Sports	\$605

\*High School coaches who give up their prep period will be paid \$225 additional per sport.

CIF Playoffs – 5% of coaching salary for each week, or portion thereof, team is in playoff (including attached units for football playoffs) and 3% for individual sports.

Other Assignments

Academic Decathlon Coach	\$2,660
Academic Decathlon Assistant Coach	\$2,116
Academic Coach	\$1,814
Director – Drama/High School	\$2,538
Director – Staging/High School	\$2,538
School Paper – High School	\$2,538
Year Book – High School	\$2,538
Middle School	\$1,571
Elementary	\$1,089
Technology Resource Teacher	\$2,538

# HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

## Appendix B

### Definitions

1. “Employee” refers to any employee who is included in the appropriate unit as defined in Article III and therefore covered by the terms and provisions of this agreement.
2. “Board” refers to the Board of Education of the Hacienda La Puente Unified School District.
3. “Association” refers to the Hacienda La Puente Teachers Association/California Teachers Association/National Education Association.
4. “Working day” is any day in which the district administrative offices of the school district are open for business.

Appendix C

EVALUATION FORMS

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

Appendix D  
Catastrophic Leave

To: Assistant Superintendent, Human Resources

From: Hacienda La Puente Teachers Association

Date:

Pursuant to Article XVIII, Leaves of Absence, Catastrophic Leave, between the Board of Education of the Hacienda La Puente Unified School District and Hacienda La Puente Teachers Association, I am requesting to participate in the Catastrophic Leave provision.

1. I certify/affirm that I have exhausted all accrued paid leave. \_\_\_\_\_
2. I certify/affirm that I have a medical emergency. \_\_\_\_\_
3. I have submitted verification of medical emergency to Human Resources. \_\_\_\_\_
4. I am requesting \_\_\_\_\_ hours.

I understand that I will be notified by Human Resources should there be employee(s) who wish (es) to donate a portion of their sick leave to me.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
EID#

Appendix D  
Catastrophic Leave

To: Assistant Superintendent, Human Resources

From: Hacienda La Puente Teachers Association

Date:

Pursuant to Article XVIII, Leaves of Absence, Catastrophic Leave, between the Board of Education of the Hacienda La Puente Unified School District and the Hacienda La Puente Teachers Association, I am notifying the district that I wish to donate \_\_\_\_\_ hours during the current school year for the use of employees in the Hacienda La Puente Teachers Association who have exhausted all accrued paid leave and who have a medical emergency.

I understand that Human Resources will notify me as to whether the hours were used or not. Said hours, to be used only in the current school year.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
EID #

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

Appendix E

Agreement to Accept Responsibility for More Than 170 Students

I have read and understand Article IX – Work Year, Working Hours, Duties, C.2. Middle School, of the Agreement between the Board of Education and the Hacienda La Puente Teachers Association.

I agree to accept responsibility for those students in excess of 170 who are enrolled in my academic classes for the semester, or I agree to accept responsibility for those students in excess of 250 who are enrolled in my P.E. classes.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix F

CALENDARS