

ARTICLE II Term

This agreement is effective **July 1, 2022**, unless specified elsewhere in this contract and shall remain in full force and effect up to and including **June 30, 2025**, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of the final year of the agreement of its request to modify, amend, or terminate the agreement. In a reopener 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 April 1 of any year. The District will submit its initial proposals for negotiations no later than May 1 of any year, with formal negotiations beginning no later than the end of August.

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:

TK UPK-12 Classroom Teachers
Adult School Teachers
Preschool Teachers
Career Technical Education Teachers

Child Development Teachers
PreK–Adult Transition Special Education Teachers
Temporary Teachers

~~Special Assignment Teachers~~
Teachers on Special Assignment (TOSA)

School Resource Teachers
Elementary Bilingual Resource Teachers

District Program Specialist

~~District Program Specialist, Bilingual~~

~~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~~

TK UPK -12 Counselors
9-12 Vocational Counselors
TK UPK School Librarians
Speech/Language ~~Specialist~~
Pathologist
Nurses
Psychologists
Teachers of Pregnant Minors

GATE Teachers
Military Science Teachers
Consulting Teachers

District Librarian

Adult School Counselors

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~~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~~
~~Assistant Superintendents~~
~~District Directors~~
~~District Coordinators~~
~~Consultants~~
~~District Library Media & Technology-
Coordinator~~
~~High School Principals~~
~~High School Assistant Principals~~
~~Student Activities Advisors~~
~~Junior High School Principals~~
~~TK-8 Principals~~
~~Junior High School Assistant Principals~~
~~Elementary School Principals~~
~~Director, Adult Education~~

~~Administrator, Correctional Facility-
Program~~
~~Administrator, Academics~~
~~Project Managers~~
~~Coordinator, Correctional Rehabilitation~~
~~Librarian, Correctional Facilities~~
~~Assistant Directors, Adult School~~
~~Director, Child Development/Parent-
Education Program~~
~~Administrator, Vocational Services~~
~~Adult School Coordinators/Supervisors~~
~~Adult School Counselors-~~
~~High School Head Counselors~~

~~Coordinator of Health Services~~
~~Attendance Counselors/Coordinators~~

Part-time casuals excluded are:

~~Substitutes~~
~~Cooperative Teachers (not under regular
contract)~~
~~Student Teachers~~
~~Summer School Teachers~~

~~Intern Teachers (not under regular contract)~~
~~Certificated employees under eight (8) hours
a week~~
~~Home Teachers~~

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 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~~ **teacher** conferences **once during fall semester and once during spring semester**; **Back to School Night (if applicable), up to one night during spring semester for an Open House/Showcase/Community Evening**; conferences with administrators and other staff regarding students; professional development; service on building and/or district committees; attendance at faculty meetings; Professional Learning Community (PLC) 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.

- 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

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*Effective July 1, 2017, one (1) Professional Growth Day shall be added to the work year, **with the exception of the 2022-2023 school 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 XI
Calendar

TK UPK-12, Amar Center, Head Start/Preschool, and Adult Education calendars for the **2022-2023** school years are included in Appendix F.

ARTICLE XIII
Employee Safety

- 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

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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 will complete assigned modules for education and compliance related to employee and student safety. The District required modules will be completed independently during the five hours allocated per month for meetings. Site Administration will determine a schedule that allows for the required time to complete the district assigned modules prior to the deadline for completion.**
- F. 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.
- 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.

L. **Safety Sensitive Classifications**

Employees in the following classifications who drive a district vehicle will be subject to the provisions of this article:

- **Adult Education**
- **Career Technical Educators (CTE)**

M. **Drug Testing Procedures**

1. **Employees listed in article XIII section L. shall be drug tested randomly, and post-accident, for the following substances: cocaine, amphetamine/methamphetamine, marijuana (THC), opiates, and PCP per Department of Transportation (DOT) guidelines.**
2. **The testing pool includes all HLPUSD *safety sensitive* employees.**
3. **Random drug testing selections shall be made from the pool of all *safety sensitive* working employees one (1) time per quarter during the HLPUSD fiscal year.**
4. **The District shall use a third-party agency to randomly select employees and conduct drug testing for said employees.**
5. **The Employee shall have up to six (6) hours during their working hours to produce a urine sample.**
 - a. **If at the end of the allotted time period, the employee has not produced a proper sample, the employee may:**
 - i. **Request that a medical professional provide a drug test via another method (i.e., blood sample, etc.) and provide an evaluation of a negative drug test to the medical review officer (MRO) within five (5) working days; or**
 - ii. **Inform the medical professional that their failure to produce constitutes a positive test.**
6. **Selection of employees, test results, and medical information obtained for drug testing shall be confidential and the district will not provide the information to other district employees besides district administrators, supervisors, and the district-designated representatives.**

N. **Positive Test Results**

Any *safety sensitive* employee subjected to random, or post-accident drug testing methods, and who is determined to have a positive test result, shall be subject to disciplinary action up to and including dismissal. Positive test results include refusal to test, deliberate interference with the testing process, and failure to produce a sample without a medically verifiable reason. Employees with a medically verifiable reason should provide a doctor's note to the district. Upon verification of a medical reason, the medical professional shall determine an alternate method for drug testing.

O. **Annual Disclosure Documentation**

***Safety sensitive* employees shall acknowledge the Safety Sensitive Classifications drug testing policy annually with the District.**

ARTICLE XXIV
Salary Compensation

Effective July 1, 2022, a four percent (4.0%) salary increase shall be applied to the following salary schedules:

- TKUPK-12 Teachers
- Psychologist/~~LSS~~ **Speech and Language Pathologists**
- District Program Specialist
- Adult School Teachers
- Adult Education Hourly Rate
- Child Development Teachers
- **Career Technical Education**

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
Psychologist/~~Language Speech Specialists~~ **Speech and Language Pathologists (SLP)** Salary
Schedule

EXPLANATION OF PSYCHOLOGISTS'/~~LANGUAGE SPEECH SPECIALISTS'~~ **SPEECH
AND LANGUAGE PATHOLOGISTS (SLP) 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)

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1. A maximum of two years of experience is granted for previous service as a psychologist or **SLP** at the elementary or secondary level.
2. Psychologist experience at accredited private schools will be accepted.
SLP experience in a clinical setting 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.

**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.

3. The hourly rate is based on the per diem six (6) hours daily salary

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 5th 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 10th 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 10th of the month will not apply to the following month's classification change.

Step	Class C-1	Class C-2	Class C-3	Class C-4	Class C-5
1	\$20.44	\$21.28	\$22.11	\$23.00	\$23.88
2	\$21.31	\$22.16	\$23.06	\$23.97	\$24.89
3	\$22.21	\$23.09	\$24.02	\$24.98	\$25.94
4	\$23.14	\$24.07	\$25.03	\$26.03	\$27.04
5	\$24.12	\$25.09	\$26.09	\$27.13	\$28.17
6	\$25.14	\$26.14	\$27.19	\$28.27	\$29.36
7	\$27.58	\$28.59	\$29.64	\$30.72	\$31.81
8	\$30.03	\$31.03	\$32.08	\$33.17	\$34.25
9	\$34.92	\$35.92	\$36.97	\$38.06	\$39.14

**HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
CAREER TECHNICAL EDUCATION**

EXPLANATION OF CAREER TECHNICAL EDUCATION SALARY SCHEDULE

- I. A Preliminary or Clear Designated Subjects or Career Technical Education (CTE) credential.
- II. A Preliminary or Clear Designated Subjects or Career Technical Education (CTE) Credential plus an AA or AS degree.
- III. A Preliminary or Clear Designated Subjects or Career Technical Education (CTE) Credential plus a BA or BS degree.

EXPERIENCE CREDIT

1. All current CTE members were placed on the Adult Education salary schedule based on years of experience at the time of hire.
2. Effective July 1, 2021, all CTE members shall be placed on the new CTE salary schedule by years of experience.
3. Effective July 1, 2021, experience credit for all newly hired CTE members, shall be determined in the same manner as UPK-12 new hires.

General Regulations

1. 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.

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

~~180 Working Days~~
1080 Working Hours

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 5th 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.
- 3. 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

Other Certificated Salary Schedule

Effective July 1, ~~2018~~ 2022

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 \$50.00
Elementary Student Coverage		\$50.00 per day
Inservice Adult		\$18.00 \$32.00
Inservice ECD		\$15.67 \$32.00
Curriculum Development Adult		\$25.00
Curriculum Development ECD		\$21.27
Special 6 th Period Assignment		1/6 th per diem
Supplemental Instruction (TKUPK -12)		\$32.00
Early Childhood Education Substitute	_____	\$16.50
Early Childhood Education Substitute (contract)		\$17.86 \$32.00
Adult Education Substitute (contract)		Step 1 Column 1 prorated hourly
In-service (TKUPK -12)		\$25.00
Curriculum/Professional Development (TKUPK -12)		\$32.00
Home Teaching (TKUPK -12 members)		\$32.00

JOINT SPECIAL EDUCATION COMMITTEE

HLPUSD and HLPTA have a joint interest to convene a special education committee to gain a deeper understanding regarding the challenges associated with workload and caseload facing all bargaining unit members in the Special Education Department.

The purpose of this committee is to address long standing concerns/issues that exist, as well as any additional concerns/issues regarding the delivery of service within the various special education programs. This committee will gather information and data, evaluate concerns, collaboratively problem solve, and be empowered to make recommendations for the HLPTA and HLPUSD bargaining teams to consider.

The committee will consist of the HLPTA President, Director of Special Education, and four (4) additional members. Two (2) members will be appointed by the HLPTA President and two (2) members appointed by the District.

The committee will meet a total of four (4) times each school year. Two (2) meetings will be held during each semester (Fall and Spring).