

COLLECTIVE BARGAINING
AGREEMENT BETWEEN

HICKMAN COMMUNITY CHARTER DISTRICT

AND

THE HICKMAN ASSOCIATION OF TEACHERS

Valid through June 2023

Table of Contents

[Article I MOST RECENT REVISIONS TO CONTRACT](#)

[ARTICLE II RECOGNITION](#)

[ARTICLE III DEFINITIONS](#)

[ARTICLE IV MAINTENANCE OF BENEFITS](#)

[ARTICLE V NON-DISCRIMINATION](#)

[ARTICLE VI NEGOTIATION PROCEDURES](#)

[ARTICLE VII PERSONNEL FILES](#)

[ARTICLE VIII ASSOCIATION RIGHTS](#)

[ARTICLE IX ACADEMIC FREEDOM](#)

[ARTICLE X GRIEVANCE PROCEDURE](#)

[ARTICLE XI PAYROLL DEDUCTION](#)

[ARTICLE XII CALENDAR](#)

[ARTICLE XIII TEACHING HOURS](#)

[ARTICLE XIV TRANSFER AND REASSIGNMENT](#)

[ARTICLE XV CLASS SIZE](#)

[ARTICLE XVI: LEAVES OF ABSENCE](#)

[ARTICLE XVII EVALUATION](#)

[ARTICLE XVIII TB EXAMS](#)

[ARTICLE XIX SAVINGS](#)

[ARTICLE XX BENEFITS](#)

[ARTICLE XXI MISCELLANEOUS PROVISIONS](#)

[ARTICLE XXII CONTROLLED SUBSTANCE TESTING](#)

[ARTICLE XXIII SALARY](#)

[ARTICLE XXIV STIPENDS](#)

[ARTICLE XXV RETIREMENT](#)

Updated per agreement approved on 06/15/20

Updated per agreement approved on 6/6/22

[Form A: REFUSAL TO CONSENT FOR CONTROLLED SUBSTANCE TESTING](#)

[Form B: AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION](#)

[Form C: CONSENT FOR CONTROLLED SUBSTANCE TESTING](#)

[Health Insurance Grandfathered List](#)

Article I MOST RECENT REVISIONS TO CONTRACT

- 1.1 A one year freeze of step and column movement at the 2019-20 placement for the 2020-21 school year. Step and column movement will resume in the 2021-11 year.
- 1.2 3 furlough days will be enacted reducing student contact days from 180 to 177.
- 1.3 Revision in language to Article III DEFINITIONS, Article XIV TEACHING CONDITIONS and ASSIGNMENT, Article XVI LEAVES.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the employee Association as the exclusive representative of all certificated employees of the Employer, excluding management, confidential employees, as defined in the Act, for the purpose of meeting and negotiating.

ARTICLE III DEFINITIONS

- 3.1 "Employee" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Days" are those days during which teachers are required to be in attendance.
- 3.3 "Consultation Items" will by definition be educational objectives, determination of content of curriculum and selection of textbooks.
- 3.4 "Daily rate of pay" means the employee's annual salary divided by the number of days the employee is required by the employer to be present at school (as shown on employee's contract). These workdays are not to exceed 182 days.
- 3.5 "Hourly rate of pay" means the daily rate of pay divided by seven hours.

- 3.6 A "Grievance" is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of provision of this Agreement.
- 3.7 "Grievant" is a district employee in the unit covered by this Agreement or the employee organization that is filing a grievance.
- 3.8 "Documentation of grievance" refers to all documents, communications and records dealing with the processing of a grievance. They should be clear and concise, and will be filed in a separate grievance file, not in the personnel file of any of the participants. One copy of all documentation shall be given to the aggrieved employee or an Association representative.
- 3.9 Time limits in the grievance procedure shall be considered maximum, but may be changed by mutual agreement.
- 3.10 "Administrative decisions" are those decisions made by the Administrator.
- 3.11 "Immediate family" means spouse, child, mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee, or any person who reared the employee in lieu of parents.
- 3.12 "Seniority" is defined as the unit member's initial date of service in the bargaining unit. Unit members with the same initial date of service shall have their seniority number determined by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once this lottery is used to determine a unit member's seniority, that seniority shall remain in effect while employed in the District.

ARTICLE IV MAINTENANCE OF BENEFITS

Board policies, and/or rules and regulations will be within the scope of representation as defined in Government Code section 3543.2 as provided unit members on the effective date of this Agreement, unless otherwise provided by the express terms of this Agreement.

ARTICLE V NON-DISCRIMINATION

5.1 The employer shall not unlawfully discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, sexual orientation, political affiliation, domicile, marital status, and physical handicap, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE VI NEGOTIATION PROCEDURES

6.1 Upon request, the employer shall furnish the Association with the placement of employees on their respective certificated salary schedule and District seniority list.

6.2 The Association shall present an initial proposal to the governing board at a regularly scheduled school board meeting in the spring of the year in which the present Agreement expires.

6.3 Either party may utilize the services of outside consultants to assist in the negotiations.

6.4 The employer and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees. The employer and the Association shall notify each other of the above discharge and appointments, seven (7) calendar days prior to the next stated meeting.

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- 6.5 Negotiations shall take place at mutually agreeable times and places provided that meetings shall be held within seven (7) calendar days from receipt of a written request.
- 6.6 The employer shall make available (with the option of a copy) to the Association any state and county material from the following categories: ADA reports, budget, and other public sector items as related to scope.
- 6.7 Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 6.8 The employer shall provide public notice of applicable bargaining proposals including initial proposals as provided for by law.
- 6.9 Upon prompt notification from the employer or the Association on any item or provision of this Agreement or any other subject within scope or consultation not covered by this Agreement, negotiations may be open at any time by mutual consent.
- 6.10 Any Article of this Agreement or any item may be negotiated at any time if the District and the Association mutually agree to do so.
- 6.11 For the duration of non-adversarial bargaining, Section 6.2 is suspended. In the event that Non-adversarial Bargaining is discontinued, Section 6.2 will be reinstated.

ARTICLE VII PERSONNEL FILES

- 7.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports or records which were obtained prior to the employment of the person involved; or, which were prepared by identifiable

examination committee members, or obtained in connection with a promotional examination.

- 7.2 Every employee shall have the right to inspect such material in the presence of the administrator upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- 7.3 Information of a derogatory nature, except material mentioned in 7.1, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose with salary reduction. It is understood that this review shall take place during non-student contact time.
- 7.4 An employee shall be provided with a copy of any negative or derogatory material before the original copy is placed in his/her personnel file. He/she shall also be given five (5) consecutive school days to initial, date the material, and prepare a written response to such material. The written response shall be attached to the original copy in the personnel file.
- 7.5 Upon written authorization by the employee, the employer will furnish one (1) copy of material from said employee's personnel file to the said employee.
- 7.6 Access to personnel files shall be limited to the following:
- 7.6.1 Superintendent with access on a need-to-know basis;
 - 7.6.2 Board of Education members during a declared closed session meeting. The contents of all personnel files shall be kept in the strictest confidence;

7.6.3 Those given written authorization by said employee as per Education Code 44031.

7.7 This District shall maintain the employee's personnel file at the District's central office.

ARTICLE VIII ASSOCIATION RIGHTS

8.1 The members of the Association shall have the right to make use of school equipment, buildings and facilities at the following times: assigned breaks, lunch periods, and before and after classes on days which teachers are required to be in attendance.

8.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in an area frequented by employees. The Association may use the District mail service and employee mailboxes for communications to employees.

8.3 The Association and/or the members of the Association shall be permitted to have authorized representatives or consultants to transact official Association business on school property at the following times: assigned breaks, lunch period, and before and after classes on assigned workdays and school days.

ARTICLE IX ACADEMIC FREEDOM

9.1 The employer shall not interfere with an employee's freedom of speech, or use of materials in the classroom unless such speech or materials constitutes a clear and present danger to the students or Employer's policies.

ARTICLE X GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A "grievance" is a claim by one or more teacher(s), the Association, or its representative(s), that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

10.1.2 An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.

10.2 Purpose

10.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

10.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views unless the grievant requests otherwise.

10.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every

effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

10.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

10.3 Procedure

10.3.1 Level One: An aggrieved person will first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated Grievance Representative with the objective of resolving the matter informally.

10.3.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the President of the Association and the Superintendent within five (5) days after the conference decision at Level One.

10.3.3 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the aggrieved person and a representative of the Association in an effort to resolve it.

10.3.4 Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) days after he/she has first met with the Superintendent or designee, he/she

may, within ten (10) days after any decision by the Superintendent or designee, or when no written decision has been issued by the Superintendent or designee, request in writing that the Association subject his/her grievance to mediation. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to advisory mediation.

10.3.5 The Association either in its own behalf or in behalf of the affected teacher(s) may initiate a grievance which affects more than one teacher in a single building or teachers in more than one building at Level Two.

10.3.6 The parties shall select a mutually acceptable mediator. Should they be unable to agree on a mediator within ten (10) days of the Association's submission of the grievance to mediation, submission of the grievance shall be made to the State Mediation and Conciliation Service. The appointed mediator will meet and advise both parties as to any potential resolution of the grievance. All efforts by the mediator will be non-binding.

10.3.7 Any cost for the services of the mediator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

10.3.8 The mediator's recommendation(s), if any, will be submitted to the Board and HAT for approval. If either party objects to any recommended resolution, Level 4 review may be initiated.

10.3.9 Level Four: If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level 3, he/she may request within ten (10) days

after the mediator's recommendation has been submitted to the Board for approval, that the Association subject his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to arbitration.

10.3.10 The parties shall work to select a mutually acceptable arbitrator. If no agreement can be made within ten (10) days, the Superintendent shall make a written request to the State Mediation and Conciliation Service to provide a list of arbitrators experienced in hearing grievances in public schools. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration rules of the American Arbitration Association.

10.3.11 Any cost for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room or electronic recording equipment, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

10.3.12 If any questions arise as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

10.4 Arbitrator's Decision

10.4.1 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed

that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and shall be final and binding on the parties to this Agreement.

10.5 Rights of Teachers to Representation

10.5.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

10.5.2 A teacher may be represented at all steps of the grievance procedure by himself/herself or at his/her option by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association will have the right to be present and to state its views at all stages of the grievance procedure unless the grievant requests otherwise.

10.6 Miscellaneous

10.6.1 If a grievance arises from action or inaction on the part of a member of the administration at level above principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the individual aggrieved person does not wish to do so.

- 10.6.2 Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.
- 10.6.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- 10.6.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 10.6.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

ARTICLE XI PAYROLL DEDUCTION

11.1 Upon appropriate written authorization from an employee, the employer shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the employer.

ARTICLE XII CALENDAR

12.1 Teachers shall be required to serve a maximum of 185 days per the Board approved master calendar. One of the 185 days shall be a floating day scheduled outside teacher's work calendar and during admin's work calendar. The primary purpose of this day is for collaboration between teacher/EC's and admin on areas of focus and to complete the SMART goals associated with those areas of focus.

ARTICLE XIII TEACHING HOURS

13.1 The regular campus school work day will be seven (7) consecutive hours to include one-half ($\frac{1}{2}$) of an hour in the morning before school begins. The campus school work day is defined as 7:30 am to 2:30 pm. The campus school work day may be altered by administrative decision, but in such cases may not exceed eight and a half (8.5) hours.

13.1.1 Workdays and institute days consist of seven (7) consecutive hours.

13.2 Regular faculty meetings may be held on Wednesday afternoons except when special notification has been given, and meetings will not extend beyond one and one-half hours except by mutual consent.

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- 13.4 A duty-free lunch period shall be provided for each employee. It shall be at least as long as the student lunch period, but not more than sixty (60) minutes, with the following exceptions:
- 13.4.1 Rainy day sessions determined and announced through administrative decision;
 - 13.4.2 By mutual agreement of an employee and the administration, after an employee has had a thirty (30) minute lunch period, the remainder of the lunch period may be used for a conference between the administrator and the employee, or an administrator, a student and the employee.
- 13.5 An employee's time during the school day should be used primarily in developing and implementing a learning program for the students in his/her charge.
- 13.5.1 The employee shall not be required to perform tasks outside of the teaching professions such as cafeteria duty or the cleaning and/or painting of the classroom or equipment, etc.
 - 13.5.2 Every effort will be made to have yard duty performed by a non-faculty member. In absences, emergency cases, or rainy days, employees and/or other personnel will fill in for yard duty when necessary as determined by administrative decision.
- 13.6 A maximum of fifteen (15) minimum days should be used each year for Parent-Teacher conferences.
- 13.7 A mutually agreed upon weekly minimum day shall be used for teacher planning and preparation, kindergarten through eighth grade. Students shall be dismissed no later than 12:45 p.m. In case of emergency, the employees will voluntarily supervise any remaining students.
- 13.8 An employee's participation in extracurricular activities, such as chaperone of student dances, sport events, etc., shall be voluntary or with stipend pay.

- 13.9 Whenever an employee substitutes for another employee during the school day, it shall be on a voluntary basis only.
- 13.10 In case of emergency, students may be distributed among the other employees upon administrative decision.
- 13.11 All employees shall normally be entitled to at least a ten (10) minute "break" after each two (2) hours of pupil contact load.
- 13.12 Additional assignments not stated in the employee's contract and suggested by the Superintendent will be accepted on a voluntary or stipend pay basis.
- HCS 13.13 Hickman Charter School's instructional minutes are defined by Independent Study law.
- HCS 13.14 Hickman Charter School work days will be 8:00 am to 4:00 pm, Monday through Thursday and 8:00 am through 3:00 pm on Friday
- HCS 13.15 Regularly scheduled staff meetings will be held during Friday work hours.
- HCS 13.15.1 Other meetings will be scheduled by mutual agreement of administration and staff.

ARTICLE XIV TRANSFER AND REASSIGNMENT

- 14.1 Assignments
- 14.1.1 All teaching assignments are made at the discretion of the District.
- 14.1.2 If there is a change in a unit member's assignment due to enrollment adjustments, any affected unit member(s) shall meet with the site administrator to agree on the assignment change(s). If agreement cannot be reached, the least senior qualified affected unit member(s) shall be reassigned.

14.1.3 If the need for the assignment change(s) occur during the summer break, the District shall attempt to consult with any affected unit member(s) by telephone or e-mail, according to contact information provided to the District by the unit member. If agreement cannot be reached, the least senior qualified affected unit member(s) shall be reassigned.

14.1.4 If no notification is made per above, the unit member will be considered remaining in their current assignment.

14.2 Vacancies

14.2.1 A “Vacancy” is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position.

14.2.2 With ten (10) days of becoming aware of a vacancy, the District will post a vacancy notice in all school offices and deliver it by email to all employees. The following information will be included: site location of the vacancy, grade level or subject matter, credential requirements, and the closing date (no less than five (5) working days after the posting)..

14.2.3 No vacancy will be filled before the closing date.

14.2.4 When a vacancy remains, it may be filled from outside the District by a selection that includes, at minimum, one teaching staff member and one administrator. The administrator shall make the final decisions on all hires.

14.3 Transfers and Reassignments

14.3.1 Definitions:

a. “Transfer” is a change in regular work location from one school or facility to another.

b. "Reassignment" is a change in grade level in grades K-5 or a change in subjects in grades 6-8.

14.3.2 Employee-Initiated Transfer and Reassignment:

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- a. A unit member may request a reassignment or a transfer to any vacancy for which he/she qualifies by submitting a written request to the District Office.
- b. The administration may consider: program needs, the unit member's experience, credential(s), major and minor fields of study, District seniority, impacts to the budget, and strengths and weaknesses of available teachers.
- c. The District shall, upon request of the unit member, deliver in writing the reasons for the unit member not being assigned to the vacancy. The District's decision is final unless a grievance is filed regarding the process and later sustained.

14.3.3 District-Initiated Transfers and Reassignments:

- a. A District-initiated transfer or reassignment shall take place only after a conference between the unit member and his/her supervisor has been held to discuss the proposed transfer or reassignment. A unit member may have up to three (3) duty days to plan for the meeting and has the right to request that an Association representative be present during this discussion.
- b. If the need for transfer or reassignment is known before the end of a school year, a unit member who is to be transferred or reassigned must be notified in writing no later than ten (10) working days before the end of the school year.
- c. If a District-initiated transfer or reassignment is to be made during the summer recess, the supervisor shall have a conference with the affected unit member. The unit member may have up to three (3) calendar days to plan for this meeting and has the right to request that an Association representative be present during this discussion.
- d. A unit member who is transferred or reassigned under this section during the school term shall be allowed a range of two (2) to four (4) days of paid release time for preparation and moving prior to the effective date of the transfer or reassignment.
- e. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.

f. A unit member being transferred or reassigned under this section shall receive written reasons for such transfer or reassignment. The District's decision is final unless a grievance is filed regarding the process and sustained.

14.4 Exclusions

This article shall not apply in the following cases: a unit member returning from unpaid leave after forty-five (45) days or longer, any District-initiated transfer or reassignment agreed to in writing by the unit member.

ARTICLE XV CLASS SIZE

15.1 The employer shall attempt to maintain class sizes of equitable size.

15.2 A maximum number of students in grades K-3 is set at 30 students. The district will strive to maintain not more than 24 to 1 class size average enrollment and will maintain each classroom under the 30 maximum student cap. The district will strive to maintain class size in grades 4 and 5 at or below 30 students.

This article will be reviewed annually based on the information provided by the state regulations regarding Class Size Reduction. This review shall occur following the adoption of the State Budget.

ARTICLE XVI: LEAVES OF ABSENCE

16.1 General

01. Nothing in this Agreement shall be construed to deny the right of the Board to grant any leave permitted by law.

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02. The District may require adequate confirmation of stated reasons for leave requests, and false statements relating thereto shall be grounds for withholding leave.
03. No teacher shall be gainfully employed while on a paid leave of absence from the District without written District approval.
04. A teacher returning from a leave of absence shall provide notice to the District of return as soon as possible or as specified in the leave approval.
05. Before a teacher is eligible to return to work from an extended leave of absence, the District may require, and pay for, a medical examination at District expense prior to the teacher's resumption of duties.
06. Leaves of absence may be extended only upon written approval of the District.
07. A teacher who fails to return to work at the expiration of approved leave, and who fails to notify the District as soon as practicable, shall be deemed to be absent without justification.

16.2 Sick Leave

01. Each full-time teacher shall be allowed ten (10) days sick leave each year. Less than full time shall be prorated accordingly.
02. One (1) day of Personal Leave will be granted each employee annually in addition to the ten (10) employment days, which will not be subtracted from sick leave and will not require an explanation by the employee (non-cumulative), requiring prior administrative approval.
03. Days not used accumulate for use in subsequent years.
04. By October 1 of each year, the District shall notify every teacher of his/her accumulated sick leave.
05. If the illness or injury exceeds five (5) consecutive days, upon request by District management, a Unit member shall be required to present a medical doctor's certificate and/or a medical authorization to return to work.
06. When unit members are absent due to illness or injury, when the absence is or will be for nine or fewer days, the unit member is responsible for arranging for a substitute. If the absence is or will be ten or more days, then the local school site is responsible for arranging for a substitute.

16.3 Pregnancy Disability Leave

01. Sick leave may be utilized for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, and shall be considered temporary disabilities.
02. The date on which a teacher is unable to continue work, and the date on which the teacher is able to resume employment, shall be verified by the teacher's physician.

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03. A teacher who requests leave past the recovery period must give notice of intent to return as soon as practical.

16.4 Extended Illness Leave

01. A long-term illness leave may be granted to a teacher upon written verification from the personal physician that illness or accident will keep the teacher from duty for an extended period of time.
02. The teacher shall receive a regular salary until expiration of accumulated sick leave.
03. The five (5) month period to which an employee is entitled by statute to receive the difference between his/her salary and the approved per diem rate of a substitute teacher shall run consecutively to when all sick leave is exhausted.
04. A teacher shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted; the teacher may take the balance of the five (5) month period in a subsequent school year.
05. The District may require a physical examination by a medical practitioner, at the District's expense, to confirm fitness to resume duties before a teacher is eligible to return to work.

16.5 Bereavement Leave

01. Each certificated employee shall, in the event of death of a member of his or her immediate family, be entitled to a leave of absence for purposes of attending the funeral and/or attending the estate business, not to exceed three (3) working days if the deceased resided within California, and five (5) working days if the deceased resided outside the State of California.
02. The Superintendent may extend the number of days of leave due to emergency situations. Members of the "immediate family" are defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in law, sister-in-law of the employee, or any relative living in the immediate household of the employee, foster parents, or any other person who reared the employee or the employee's spouse in lieu of parents.
03. Jury Duty: The District shall provide the teacher a paid leave of absence when called for jury duty, or when subpoenaed to testify in court as a witness (no sick leave shall be deducted). The employee must submit any fees received, less expenses, to the District.

16.6 Industrial Accident or Illness

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01. All certificated employees shall be granted industrial accident or illness leave whenever the accident or illness is supported by a licensed California physician's certificate and qualifies under Workers' Compensation Insurance as being work connected. The employee will receive full pay only for the first sixty (60) days of disability. All benefits from Workers' Compensation Insurance, with the exception of permanent disability compensation, must be signed over to Hickman Community Charter School District. Failure to comply with the conditions outlined above may, at the discretion of the Hickman Community Charter School District Governing Board, cause termination of benefits outlined in this section.
02. The accident or illness must have arisen out of the course of the employment of the teacher and must be accepted as a bona fide injury or illness arising out of, and in the course of, employment by either the State Compensation Insurance Fund or another carrier.
03. The teacher shall notify the District as soon as possible when an injury or illness arising out of, and in the course of, employment occurs.
04. Allowable leave for each accident or illness shall be for a period of sixty (60) days during which the schools of the District are required to be in session or when the teacher would otherwise have been performing work for the District in any one (1) fiscal year.
05. Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Allowable leave shall not be accumulated from year to year. 6. The leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
06. During any paid leave of absence, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity, will result in a payment not to exceed his/her full salary.
07. While on paid industrial accident or illness leave, the teacher shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue appropriate salary warrants and shall deduct therefrom normal retirement and other authorized contributions.
08. Upon termination of the leave, the teacher shall be entitled to accrued sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the teacher continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary.
09. Any teacher receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the state.

Updated per agreement approved on 06/15/20

Updated per agreement approved on 6/6/22

16.7 Personal Necessity Leave

01. During any school year, an employee may use not more than ten (10) days of accumulated sick leave for personal necessity leave as listed below. Except in cases covered by a., b. and c. below, use of personal necessity leave must be approved in writing prior to the date of the intended leave. The employee may be required to submit verification of personal necessity within five (5) days of the last day of absence under this leave.
 - a. Death or serious illness of a member of the immediate family or household. "Immediate family" is defined in Bereavement Leave. This leave may be taken upon expiration of bereavement leave. "Serious illness" usually requires, but is not necessarily limited to, a visit to or by a licensed medical practitioner and the immediate presence of the employee during the workday.
 - b. Accident involving the teacher or teacher's property, or the person or property of a member of the immediate family as defined in a. above, of such an emergency nature that the immediate presence of the employee is required during the work day.
 - c. Other cases of extreme family emergency.
 - d. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
 - e. Crucial personal obligations that cannot be done outside of school hours with advance approval of the Superintendent.
 - f. HAT members who use up to two (2) days in a row for "No Tell" do not need to notify the District in advance, although advance notification is highly recommended when possible.
 - g. HAT members who need to use more than two (2) "No Tell" days in a row shall request approval from the Superintendent stating the reason for the request not less than 5 school days before they intend to use those days.
02. Up to six (6) days of this leave will be granted to a unit member for paternity leave, which is to be used within thirty (30) days of the birth or adoption of the child.
03. The Governing Board may approve additional days of personal necessity for professional improvement or family necessity, with the teacher having the option of paying for the cost of the substitute in lieu of loss of sick leave.
04. Personal necessity leave may not be used to work elsewhere or to extend a holiday or a long weekend or in conjunction with any other leave to extend a holiday or long weekend.

16.8 Family Medical Leave

Updated per agreement approved on 06/15/20

Updated per agreement approved on 6/6/22

01. The District shall provide each bargaining unit member with leave in accordance with state (Government Code section 12945.2) and/or federal (PL 103-3) Family and Medical Leave Acts. This leave includes District-paid benefits at the same level as if the employee were not on leave. A summary of the current provisions of these laws is available in the District Office. Under these laws, bargaining unit members are entitled to a maximum of twelve (12) workweeks for leave for a qualifying reason in any twelve (12) month period. The twelve (12) month period shall be defined as any twelve (12) month period commencing on the first date that Family Medical Leave is taken and counting forward from that date.

16.9 Catastrophic Leave Donation

01. Certificated employees will be able to donate up to two (2) days of their sick leave to another certificated employee who has used all their own sick leave per board policy and administrative regulation. Such donations must be approved by administration and may occur on a case-by-case basis.

16.10 Job Sharing

16.10.1 Members of the unit, subject to the annual approval of the Superintendent or his/her designee, may job share.

16.10.2 Job sharing shall be defined as employment in which two unit members share a regular full-time position within the school district.

16.10.3 New and continuing job-share proposals must be approved by the Superintendent or his/her designee by March 15th for the next school year based on the following criteria:

- a. The employee shall secure his/her own job-sharing partner.
- b. At least one of the job share partners must have permanent status or be fully credentialed with at least three (3) years experience.

16.10.4 The employee will receive salary prorated to the percent of time worked.

16.10.5 District paid benefit caps for Health and Welfare benefits will be prorated to the percentage of time worked.

16.10.6 The employee and the District's contribution to the State Teachers Retirement System (STRS) will be prorated according to percent of time worked. The employee will receive prorated credit toward years of service in STRS.

16.10.7 Sick leave benefits are accrued at a prorated rate. Worker's compensation premiums will be paid on the employee's actual salary.

16.10.8 A team member, when available, will substitute for the other team member when he/she must be absent by trading a workday with the absent partner.

16.10.9 A permanent unit member holding a job-sharing position shall resume a full-time position by expressing his/her preference for posted openings as per Article 17.

16.10.10 Unit members exercising the option of job-sharing shall develop with their school principal a work schedule most appropriate for the particular teachers and students involved to include the following:

16.10.11 Team members shall plan jointly for both the school and their classroom on a regular basis.

16.10.12 Both teachers will attend District Staff Development Days, Open House, Back-to-School Night, and Parent Conference.

16.10.13 Both teachers will teach the first week of school.

16.10.14 Each team must develop a procedure to insure clear lines of communication to all parents.

16.10.15 Unit members exercising the option of job-sharing shall take a leave of absence to the extent of their reduced work year.

16.10.16 Job sharing unit members will not be excluded from certificated layoffs.

16.10.17 Unit members participating in job-sharing will retain their original hire date within the District.

16.10.18 Each job sharing unit member will receive a salary schedule increment each year.

ARTICLE XVII EVALUATION

- 17.1 This procedure shall be used to improve the instructional abilities of the teachers of the District. Evaluations shall contain positive suggestions for improvement with evidence of administrative and teacher cooperation in the areas identified as needing attention.
- 17.2 Teachers shall be evaluated in writing at least every other year.
- 17.3 Prior to November of each school year, the administrator shall meet with each teacher and mutually develop the goals and objectives for that year's evaluation in conformance with Education Code Section 44662.
- 17.4 Evaluations shall be based on information derived from direct observations.
- 17.4.1 Evaluations shall not be based on hearsay or other material not fully substantiated.
- 17.4.2 Evaluations shall not be based on CAASP scores.
- 17.5 Evaluation procedures shall be consistent for all teachers.
- 17.6 Prior to the close of each school year, any summary evaluation shall be reduced in writing and delivered to each teacher during a conference with the administrator. Where a "needs to improve" is indicated, evidence that administrative assistance has been offered will be given.
- 17.7 Teachers may make a written response to any evaluation and such response shall be attached and become part of said evaluation.

ARTICLE XVIII TB EXAMS

- 18.1 TB exams for employees shall be required only as per state law.

ARTICLE XIX SAVINGS

- 19.1 If any provision of this Agreement or any application thereof to any employee is held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions of applications shall continue in full force and effect.
- 19.2 Should a provision or application be deemed invalid, as described in 19.1 above, the employer shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) school days within the school year after such court decision to renegotiate the provision or provisions affected.

ARTICLE XX BENEFITS

20.1 Dental and Vision

The District shall provide employees who work .80 FTE or more as of July 1, 2010 and their dependents 100% of the benefit coverage for vision and dental. Employees hired after July 1, 2011 at less than 1.00 FTE, current employees who work less .80 FTE and employees that have their work hours reduced to less than .80 FTE will receive benefit coverage on a prorated percentage basis.

20.2 Medical Cap and Eligibility

All certificated employees who work .80 FTE or more as of July 1, 2010 shall receive 100% of the benefit cap to apply toward the purchase of medical benefits. Employees hired after July 1, 2011 at less than 1.00 FTE, current employees who work less than .80

FTE and employees that have their work hours reduced to less than .80 FTE will receive the benefit cap on a prorated percentage basis.

20.2.1 A list of all .80 FTE to 1.00 FTE employees (working .80 FTE or more on July 1, 2010) will be maintained by the payroll clerk for future reference. If a person on this list falls below the .80 FTE in future years, their benefits will then be prorated on a percentage basis (75% FTE = 75% benefit cap). Because of the nature of certain certificated positions, anyone on this list who returns to a .80 FTE or more will revert to 100% benefit coverage. These individuals are not eligible for a cash buyout as only those employed .90 FTE or more are eligible for this benefit.

20.3 Requirement to Purchase Medical Benefits

All employees hired after December 31, 2011 working .90 FTE or more will be required to purchase medical insurance through the SISC JPA per their requirements. The full cap of \$9,000 will be allocated to the .90 FTE employees for this purpose. The cash buy-out will no longer be available for the medical portion of the benefit package to those hired after December 31, 2011.

An increase to the insurance cap by \$500 effective 2022-23 school year. There will be no increase for those on the grandfathered buy-out of benefits.

20.4 Medical Buy-Outs

There is a cap of \$9,000 on the major medical portion of the benefit package. Any employee who works .90 FTE or more and was hired prior to December 31, 2011, who declines the major medical benefit package on or before the last day of open enrollment and has proof of other group insurance coverage, will receive \$7,000.

ARTICLE XXI MISCELLANEOUS PROVISIONS

21.1 The proposed budget will be presented to the staff prior to adoption of the budget.

ARTICLE XXII CONTROLLED SUBSTANCE TESTING

22.1 Reasonable Suspicion Testing:

Reasonable suspicion means suspicion based on specific personal observations that the “Controlled Substance Abuse Team” can describe concerning the appearance and behavior of employee while performing district related responsibilities. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable suspicion must be documented.

22.2 The “Controlled Substance Abuse Team” shall be composed of:

22.2.1 An Administrator

22.2.2 A School Board Member

22.2.3 A Union Representative (if requested by employee).

22.3 Testing Procedures:

22.3.1 The District will use a certified drug testing laboratory at the District’s expense.

22.3.2 The selected employee will have 24 hours from time of notification by the “Controlled Substance Abuse Team” to complete the testing process. Notification must be during contract hours.

22.3.3 Employees will be excused from work to complete necessary testing.

22.4 Standards for Controlled Substance Abuse:

Updated per agreement approved on 06/15/20

Updated per agreement approved on 6/6/22

- 22.4.1 Upon evaluating that there is cause for reasonable suspicion, the superintendent will approach the employee, and inform him/her of the District's intention to have him/her tested.
- 22.4.2 When an employee is asked to submit to drug testing, he/she shall have the right to be informed in the presence of a union representative of the reasons he/she is being asked to submit to the test. The employee shall be informed that refusal to submit to testing will result in discharge. This will be raised in the event that the "Controlled Substance Abuse Team" had reasonable suspicion for testing in the first place. The employee's refusal shall be in writing (Form "A").
- 22.4.3 Any intentional tampering or substitution of a specimen by any staff member will constitute good cause for termination of the employee.
- 22.4.4 If employee consents to the testing, he/she shall sign a consent form (Form "B") authorizing the urine test and a release of the results of the laboratory testing (Form "C") to the District. A copy of Form "C" shall be given to the laboratory and/or clinic.
- 22.4.5 Employees who complete a drug counseling and/or rehabilitation program, will be permitted to return to work after satisfactorily passing a drug test. Employees who return to work will be required to undergo quarterly testing for controlled substances for one year. If the employee fails subsequent testing for controlled substances, it will be considered grounds for dismissal.

22.5 Procedures for Testing Positive:

- 22.5.1 The counseling and/or rehabilitation plan to be used shall be the one provided by the District health plan. Sick leave will be used during the time the employee is undergoing counseling and/or rehabilitation. Once sick leave is exhausted, the

District will compensate the employee at 50% compensation applied to the 6 weeks (30 contract days). The 50% compensation applied to the 6 weeks (30 contract days) shall be in combination with sick leave. EXAMPLE: 5 days sick leave used + 25 days 50% compensation equals 6 weeks (30 contract days).

22.5.2 Employee shall meet with the “Controlled Substance Abuse Team” after the counseling and/or rehabilitation program is completed for reevaluation.

22.5.3 Should the “Controlled Substance Abuse Team” believe said employee again has reasonable suspicion of controlled substance abuse, said employee will be asked to go for controlled substance testing. A positive test will be considered grounds for dismissal.

22.6 Procedures for Testing Negative:

22.6.1 Employee will be on district paid leave while awaiting test results.

22.6.2 Negative results will not be placed in personnel file.

22.7 Conditions of Employment:

22.7.1 If test results indicate a positive finding, a second test will be conducted on the same specimen using an alternative method and/or facility.

22.7.2 All specimens deemed “positive” by the laboratory, according to the prescribed guidelines, must be retained for identification purposes, at the laboratory for a period of at least six (6) months.

22.7.3 If the test results show a positive for cocaine, heroin, PCP, LSD, barbiturates, amphetamines, or any other controlled substance, the employee will be required to undergo drug counseling and/or rehabilitation (within a reasonable time frame). Failure to agree to participate in such a program will be considered grounds for dismissal.

22.7.4 Employees who return to work and subsequently fail a drug test after having undergone counseling and/or rehabilitation will be terminated.

22.8 Confidentiality:

22.8.1 An employee's test results will not be released except to the District "Controlled Substance Abuse Team" and to the employee unless ordered by a court, requested by a government agency investigating an accident or criminal violation for Workman's Compensation purposes or for other legal purposes.

22.8.2 No laboratory or medical reports or test results shall appear in an employee's personnel folder.

22.8.3 All necessary measures shall be taken to keep the fact and results of the test confidential.

22.9 Nothing in article waives an employee's right under the Americans with Disabilities Act, California Labor Code section 1025, or the Education Code.

ARTICLE XXIII SALARY

23.1 Salary schedule increases for the following school years have been:

2000-2001	8%
2001-2002	3.87%
2002-2003	2%
2003-2004	1%
2004-2005	3% to column BA + 60
2005-2006	4%
2006-2007	5%
2007-2008	1.5%

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Updated per agreement approved on 6/6/22

2008-2009	0
2009-2010	0
2010-2011	2 Furlough Days
2011-2012	4 Furlough Days
2012-2013	2 Furlough Days
2013-14	3.5% No Furlough Days
2014-2015	2% Increase to salary schedule and increase the health benefit Cap to \$9,000 and the cash buyout to \$7,000
2015-2016	3% plus 1.1% increase in exchange for 2 additional workdays (184)
2016-2018	2% Increase to salary schedule and \$1,000 per FTE (prorated by percentage of FTE) off the schedule one time
2018-2019	3.85% increase to salary schedule. 0.6% of this increase is <i>contingent upon agreement to implement the goal based evaluation system currently in committee</i> and in exchange for additional floating workday added to the work calendar. The additional day must be scheduled outside teacher's work calendar and during admins work calendar. The primary purpose of this day is for collaboration between teacher/EC's and admin on areas of focus and to complete the SMART goals associated with those areas of focus.
2019-2020	2.00% increase to salary schedule. Change to 17.4.2 language (i.e.: Change STAR and CST to CAASPP) Add 1 additional Coaching position for Track
2020-2021	A one year freeze of step and column movement at the 2019-20 placement

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for the 2020-21 school year. Step and column movements will resume in the 2021-22 year.

3 furlough days will be enacted reducing student contact days from 180 to 177.

The district commits to reopening negotiations on salary and benefits if new Federal Funding is made available which offsets current revenue cuts.

23.2 Effective October 1, 2018, employees may move a maximum of one column per year on the salary schedule.

23.3 Beginning July 1, 2014, employees who reach the end of any column of the salary schedule, upon moving to the next column, shall be given full credit for years of service to the District.

2021-2022 Step and Column movement freeze from 20-21 was reversed and all employees were restored to their correct step and column at the end of the 20-21 school year

The 3 furlough days were eliminated and restored to 180 school days.

A one time bonus of \$1,500 (prorated by percentage of FTE) was paid in July 2021.

3.5% increase to the 21-22 Salary Schedule

2022-2023 4% increase to the 21-22 Salary Schedule

One-time payment of \$1000 effective July 1, 2022

Increase in the hourly rate for extra pay from \$35/hr to \$40/hr

Certificated interns will be placed on step 1 of the appropriate column based on the acceptable post-baccalaureate units of the intern. Interns will not move steps until the year following completion of the internship. Certificated interns must complete their internship within the time set forth by the institution supervising the internship but not more than 2 years. Once properly credentialed, the certificated intern will be considered

probationary until completion of the second year of teaching following receipt of the proper credential.

ARTICLE XXIV STIPENDS

24 DEFINITION: Stipends are a fixed amount paid by the District to an individual for providing additional educational services, participation in a designated educational program and/or have attained a graduate degree or hold a specialized credential.

24.1 ELIGIBILITY:

Individuals who are eligible for a stipend position must apply for said position and meet criteria set forth in the job description to be provided by the District.

24.2 STIPEND POSITIONS:

24.3 Athletic Director \$1,000.00 per year

24.4 Athletic Coaches \$1,500.00 per sport per team

2 Teams each for Girly Volleyball, Boys Football, Girls Basketball and Boys Basketball

3 Teams for Track

1 for Cheerleading

24.5 Literacy Coaches \$1,500.00 per person

24.6 Enrichment/Intervention Teacher \$35.00 per hour

24.7 Masters Degree \$1,500.00

24.8 Doctorate Degree \$2,000.00

24.9 Induction (Formerly BTSA) Site Support Providers \$1,500.00 per Participating Teacher (PT)

24.10 Special Education Credential (using in class) \$1,000.00 per year

24.11 Home and Hospital Instructors \$35.00/hour

24.12 Outdoor Education Lead Teacher \$700.00

Outdoor Education Assisting Teacher \$300.00

24.13 Combination Class Teacher \$1,000.00 per year

Updated per agreement approved on 06/15/20

Updated per agreement approved on 6/6/22

24.14 Student Activities Director (one for each HES and HMS) \$750 per year

24.15 CLAD, LDS, BCLAD, SB 1969 (sunset 6/30/14) \$ 500.00

This stipend is not available to employees with an English Learner or Bilingual Authorization embedded in their credential. As of 6/30/2014, these stipends will no longer be offered to new hires of the district. All new hires must have an English Learner or Bilingual Authorization or it must be embedded in their credential to teach in a classroom with EL students as required by law

24.16 Yearbook \$500 per year per yearbook

24.17 Parent Engagement Coordinator \$1,000 per year

24.18 Science Olympiad and Academic Pentathlon Coach \$1,500 each per year

Stipends will be paid monthly for those that last the duration of the year and those that do not (such as coaching and outdoor education) will be paid at the end of the event or sport.

ARTICLE XXV RETIREMENT

25 All certificated teachers who have retired from Hickman Community Charter District and return to work as a substitute teacher shall earn an additional \$10 per day or \$5 per half day when employed in a teaching position for the District.

25.1 ELIGIBILITY will be based on STRS retirement guidelines, maintaining required TB Test clearance and current credentials.

25.2 Employees who have attained 14 years of teaching service in Hickman Community Charter District, are on column and step D14 or higher and who are working 80% FTE or more shall be offered the following retirement incentive:

If retiring at age:

- 55-62 a lump sum of ~~\$21,000~~ \$23,000

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Updated per agreement approved on 6/6/22

- 63 a lump sum of ~~\$14,000~~ \$16,000
- 64 a lump sum of ~~\$7,000~~ \$9,000

The employee shall be retiring from STRS by June 30 and they must notify the District by March 15th of the year in which they will retire to be eligible for this incentive. The age shall be determined by the employee's age on June 30th of the year of retirement.

Form B: AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I acknowledge that I have been requested by the Hickman Community Charter District to submit to Controlled Substance testing to be administered by _____, a medical clinic, and/or laboratory chosen by and paid for by the District, whose purpose and function is to be determined whether I am under the influence of a controlled substance.

I hereby authorize the medical clinic and/or laboratory to disclose all pertinent information and all laboratory results to the Hickman Community Charter District. The release by the medical clinic and/or laboratory of the information and results to the District shall be for the limited purpose of providing the District an opportunity to evaluate the information and results in accordance with the Hickman Community Charter District's Controlled Substance Abuse Policy.

I acknowledge that executing this authorization is voluntary and that I have the right to receive a copy of the test results.

Employee Signature

DATE

Witness

DATE

Witness

DATE

Form C: CONSENT FOR CONTROLLED SUBSTANCE TESTING

In the interest of the health and safety of all employees and students and in accordance with the provisions of the Hickman Community Charter District’s Controlled Substance Abuse Policy, I, _____, hereby consent and agree to give a sample of urine for laboratory testing on controlled substance. Results of the tests will be sent to me and the District’s “Controlled Substance Abuse Team”.

Employee Signature

DATE

Witness

DATE

Witness

DATE

Health Insurance Grandfathered List

**Hickman Community Charter District
Grandfathered Certificated
Health Insurance
2010/11**

%			Teacher	Employee Name	
	B/O		T	Artrip, Donna	BO
0.8			T	Bailey, Kelly	
	1		T	Belew, Melanie	
0.9			T	Bell, Marlia	
	2		T	Bennett, Kathy	
	F		T	Bergthold, Bret	
0.80	1		T	Bernstein, Susan	
	1		T	Blaze, Michelle	
	B/O		T	Brodie, Cheryl	BO
	B/O		T	Burkhart, Karen	BO
	2		T	Bynum, Brent	
	1		T	Cover, Matt	
	2		T	Dompeling, Paulette	
0.80	F		T	Espana, Diane	
	B/O		T	Finneman, Laura	BO
0.80	F		T	Frei, Susan	*
	F		T	Friesen, Trevor	*
	F		T	Garza, Juan Carlos	
	2		T	Hansen, Ellen	*
	1		T	Harp, Carol	*
	F		T	Hastert, Shelly	
0.8	F		T	Henika, Nancy	
	1		T	Hudson, Krista	
	B/O		T	James, Sarah	BO
	2		T	Kampen, Frank	
	F		T	Maddox, Lori	
	B/O		T	Meyer, David 7/1/09	BO
	1		T	Myers, Carol	
	B/O		T	Natale, Frank	BO
	B/O		T	Bomgardner, Susan	BO
	2		T	Parker, Frieda	
	B/O		T	Patten, Ivy	BO
0.80	1		T	Petersen, Susan	
	1		T	Phelps, Jeannette	*
0.85	1		T	Pittman, Nancy	
	B/O		T	Reynosa, Marie	BO
	1		T	Richards, William	

Updated per agreement approved on 06/15/20

Updated per agreement approved on 6/6/22

Collective Bargaining Agreement Between
Hickman Community Charter District
and the Hickman Association of Teachers

	B/O			T	Rose, David	BO
	B/O			T	Ross, Leslie	BO
	B/O			T	Sawyer, Anne	BO
0.80	1			T	Schneider, Margaret	*
				T	Stenmark, Jane	
	1			T	Thompson, Veronica	
	2			T	Vanden Bosch, Richard	
	B/O			T	Watson, Stacy	BO

Updated per agreement approved on 06/15/20
Updated per agreement approved on 6/6/22