

AGREEMENT BETWEEN HAWTHORNE SCHOOL DISTRICT AND HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION

Updated from July 24, 2019 Contract TA August 24, 2020 (2019-2020 sy) TA April 19, 2021 (2020-2021 sy) TA April 19, 2022 (2021-2022 sy) TA March 10, 2023 (2022-2023 sy)

Table of Contents

Page

ARTICL	.E I.	AGREEMENT	1			
ARTIC	E II.	RECOGNITION	1			
ARTICL	.E 111.	EMPLOYEE ORGANIZATIONAL ACTIVITIES	1			
ARTICL	E IV.	PAYROLL DEDUCTIONS	1			
ARTICL	EV.	UNIT MEMBER EVALUATION	2			
ARTICL	.E VI.	TERMS AND CONDITIONS OF EMPLOYMENT.	2			
1.	Regular Ho	urs of Employment	2			
2.	Sick Leave ((Personal Illness and Injury Leave)	2			
3.	Family Hea	Ith Care Leave	5			
4.	Catastroph	ic Leave Program	7			
5.	Additional Leave of Absence (Unpaid/No Benefits)					
6.	Bereaveme	ent Leave of Absence	8			
7.	Personal Ne	ecessity Leave	8			
8.	Personal Leave of Absence					
9.	Sabbatical I	Leave of Absence	9			
10.	Industria	I Accident or Illness Leave	11			
11.	Reassign	ment Upon Return from Leave of Absence	12			
12.	Transfer		13			
13.	Posting o	of Vacancies	14			
14.	Class Size	e	15			
15.	Jury Duty	y Leave of Absence	16			
16.	Yard Rec	ess Duty	16			
17./	Administrati	ve Designee	17			
18. 9	Substitute Sh	hortage School Reimbursement	17			
19. 5	Secure Camp	ous	17			
20.1	Minimum Da	ау				

21.	21. Planning Periods					
22.	22. Bilingual					
23.	Special E	Education				
24.	Speech a	and Language	20			
25.	National	Board Certification	20			
26.	Departm	nent Chairs	21			
27.	Job Shar	ring	21			
28.	Fair Shar	re	23			
29.	Grading	Inservice	23			
30.	Payroll		23			
ARTIC	LE VII	PEER ASSISTANCE AND REVIEW PROGRAM	24			
1.	Peer Assist	ance and Review Program (PAR)	24			
2.	PAR Joint C	Committee	24			
3.	3. Joint Committee Responsibilities25					
4.	I. Consultants					
5.	Coaches					
6.	6. Types of PAR Program Participants32					
7.	General Provisions					
ARTIC	LE VIII.	GRIEVANCES				
1.	Definitions		33			
2.	General		33			
3.	Procedure.					
4.	Appropriat	te Forms	35			
ARTIC	LE IX.	SALARIES	35			
ARTIC	LE X.	HEALTH AND WELFARE INSURANCE BENEFITS				
ARTIC	CLE XI.	SUPPORT OF AGREEMENT				
ARTIC	LE XII.	SAVINGS PROVISION				
ARTICLE XIII.		COMPLETION OF MEET AND NEGOTIATIONS				
ARTIC	CLE XIV.	TERM OF THE AGREEMENT				

ARTICLE I. AGREEMENT

This Agreement made and entered into this 10th day of March 2023, between the Hawthorne School District (hereinafter referred to as "District") and the Hawthorne Educators and Teachers Association (hereinafter referred to as "Association").

ARTICLE II. RECOGNITION

The District confirms its recognition of the Hawthorne Educators and Teachers Association as the exclusive representative for the unit of certificated employees recognized by the Hawthorne School District per its 1976-77 Resolution #3, dated May 7, 1976, as authorized by Sections 3540 - 3546 of the Government Code, Title I, Division 4, Chapter 10.7 (Rodda Act).

Effective April 1, 2013, the Association changed its name to the Hawthorne Educators and Teachers Association. Effective July 1, 2017, School Psychologists will become a part of the bargaining unit. Due to their unique professional obligations, not all provisions of the Agreement apply to School Psychologists at this time. Modifications to language will continue to be addressed through the 2018-2019 school year. Provisions that apply to School Psychologists will be noted separately or clearly stated within the applicable article throughout the contract no later than June 30, 2019.

ARTICLE III. EMPLOYEE ORGANIZATIONAL ACTIVITIES

The Association shall have the right to use District bulletin boards, mailboxes and other means of communication, subject to reasonable regulations, and the right to use District facilities at reasonable times for the purpose of organizational business.

HETA retains the right to meet with new bargaining unit members. Each time the District holds a new certificated employee orientation for the purpose of providing a general overview to new certificated staff members, HETA will be notified in advance and afforded the opportunity to address the group during the lunch period to discuss union membership and/or union business. HETA may provide lunch for participants as a courtesy.

ARTICLE IV. PAYROLL DEDUCTIONS

The District shall deduct from the pay of unit members, and remit to the Association for deposit as directed by the Association, the normal and regular Association membership dues as voluntarily authorized in writing to the District by the unit member. The District shall not be obligated to put into effect any new, changed or discontinued deductions until the pay period commencing ten (10) days or more after such submission to the District.

ARTICLE V. UNIT MEMBER EVALUATION

For the life of this Agreement, the District and the Association agree that the professional growth and evaluation policy for unit members shall be the Unit Member Evaluation Procedure, hereby attached as Exhibit "E" of this Agreement.

ARTICLE VI. TERMS AND CONDITIONS OF EMPLOYMENT

1. REGULAR HOURS OF EMPLOYMENT

Each unit member in Preschool through grade 8 shall report for duty on each regular school day at 8:15 a.m. and remain on duty until 3:15 p.m., with the exception of teacher planning days (Kindergarten schedules may vary slightly). Each Psychologist shall report for duty on each scheduled day at 8:00 a.m. and remain on duty until 4:00 p.m. Beginning the 2022-2023 school year, each unit member in grades 9-12 shall report for duty on each regular school day at 8:30 a.m. and remain on duty until 3:30 p.m. The District may create unique positions with modified duty hours and schedules for extended year/extended day programs. These regular hours of employment do not include required hours for extra-curricular activities, Back-to-School-Night, Open House, professional responsibilities, etc.

2. SICK LEAVE (PERSONAL ILLNESS AND INJURY LEAVE)

Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability or quarantine.

<u>Eligibility</u>

With the exception of School Psychologists, each unit member covered by this Agreement, working 181 days or more as a full-time unit member for a full contract year, shall be annually granted ten (10) days of leave of absence for the purpose of sick leave utilization. School Psychologist shall be granted eleven (11) days of leave of absence for the purpose of sick leave utilization. Any unit member covered by this

Agreement, working less than full-time, shall be granted sick leave in the same ratio that their employment bears to full-time employment.

Procedure

All unit members exercising this leave of absence provision shall notify the District Office in one of two ways:

- Enter the absence through the "Aesop" (the automated substitute placement and absence management system) system on the Internet at <u>http://www.frontlinek12.com/aesop</u>. Each bargaining unit member will be issued their own personal access information.
- 2. Call "Aesop" toll free at 1-800-942-3767. Unit members will follow the voice menu to enter the absence. Each bargaining unit member will be issued their own personal access information.

Unit members need to complete a Personnel Action Request (PAR) form for any absence other than illness, personal necessity, paid personal business days or bereavement.

Accumulation of Sick Leave

If a unit member does not utilize the full amount of sick leave authorized in any one school year, it shall be accumulated from year to year, unlimited. Upon retirement, unused accumulated sick leave is included in service retirement credit as designated by STRS.

Unit members shall receive a notification, prior to July 1st of each school calendar year that reflects their sick leave balance.

Sick Leave Buyback

For all unit members of the bargaining unit hired after July 1980, upon termination through resignation, retirement, lay-off (RIF), or death from service in the District, a unit member (or the unit member's estate) will be compensated for unused earned accrued sick leave as follows:

 Group I. Unit members having more than 5 years but less than 10 years of continuous service will receive compensation for unused sick leave at the rate of 50% of the minimum substitute teacher's pay. The number of days of unused sick leave may not exceed 100. Formula: 0.50 x substitute teacher's rate x unused earned sick leave days (not to exceed 100 days).

 Group II. Unit members having 10 years or more of continuous service will receive compensation for unused sick leave at the rate of 75% of the minimum substitute teacher's pay. The number of days of unused sick leave may not exceed 100.

Formula: 0.75 x substitute teacher's rate x unused earned sick leave days (not to exceed 100 days).

A request for sick leave buyback must be presented in writing to the District as early as possible, but not later than April 15 of the year in which the unit member plans to resign.

A unit member who is rehired by the Hawthorne School District after having received sick leave buyback shall not be given credit for any such prior accrued sick leave which has been "bought back" unless the unit member reimburses the District for the amount previously paid.

Return to Service

A unit member who has experienced a disability absence requiring surgery, hospitalization or extended medical treatment shall submit, prior to return to active duty, a medical statement indicating an ability to return to the position classification of the unit member, without restriction or detriment to the unit member's physical or emotional well-being.

Unit members who use five (5) consecutive days of sick leave shall submit a physician's statement indicating the unit member's ability to return to their assigned position.

Extended Sick Leave – Substitute Differential

After all earned sick leave has been exhausted, additional days shall be available for a period not to exceed five months. The amount actually paid a substitute employee that is employed to fill the position during these additional days or if no substitute is employed, the amount which would have been paid to a substitute, shall be deducted for these additional days from the unit member's salary.

<u>Stipend</u>

Unit members who work 181 days or more who have zero (0) days of absence, excluding school business, during the school year shall receive a \$500 stipend at the end of the

school year. Unit members who work 181 days or more who have only one (1) day of absence, excluding school business, during the school year shall receive a \$400 stipend at the end of the school year. Unit members who work 181 days or more who have only day (2) days of absence, excluding school business, during the school year shall receive a \$300 stipend at the end of the school year.

Leave for Pregnancy Disability

Any unit member is entitled to use sick leave, as set forth in paragraph 1 above, for disabilities caused or contributed to by pregnancy, miscarriage, child birth and recovery there from, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for child bearing, but shall be limited to those disabilities set forth above.

The length of the pregnancy disability leave of absence, including the date on which the leave shall commence, and the date on which the duties are to be resumed, shall be a period of six weeks from the date of birth. If additional time off is needed, either before the birth or after the birth, the additional time shall be determined by the unit member's physician and the unit member may use accrued sick leave, sub-differential (see Article VI, Section 2) and/or the Family and Medical Leave Act (FLMA). The unit member shall furnish the District a written statement from the physician for the above dates.

The District may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.

The unit member on leave for pregnancy disability shall be entitled to return to the same position held at the time the leave commenced, if they return during the same school year. If the same position is not available, due to a class closure or other such circumstances, a comparable position will be selected in consultation with the unit member.

3. FAMILY HEALTH CARE LEAVE

Family Health Care Leave (Family and Medical Leave Act of 1993-P.L.103-3) a non-paid Family Health Care Leave of Absence, not to exceed twelve (12) weeks each year (not to exceed 6 months within a 24 month period) shall be granted to a permanent unit member upon written request of the unit member and approved by the Board of Trustees for the unit member's own serious illness or for care of a member of the immediate family with a serious health condition or a newborn or newly adopted child. During the unpaid Family Health Care Leave, the unit member is entitled to continue to receive full health and welfare benefits under this Agreement to the same level as entitled prior to the leave. The District may require that a unit member provide certification of a serious health condition of an immediate family member. Conditions:

- a. Has been employed by the District for a minimum of one year as a permanent full or part-time unit member;
- b. Has exhausted the maximum of seven (7) days of personal necessity leave;

When a unit member requests a leave because of a health condition of an immediate family member where planned medical treatment will require the unit member to be absent for more than 20 percent of the number of working days in the period of the leave, the District may require the unit member to elect either (a) to take a leave for the entire period, rather than returning for a few days and then leave again; or (b) to transfer temporarily to an available alternative position offered by the District for which the unit member is qualified (and which has equal pay and benefits, and is less disruptive to the educational program).

Upon expiration of the Family Health Care Leave, the unit member is entitled to return to the unit member's original position.

Request for a Family Health Care Leave of Absence must be received by the Assistant Superintendent of Human Resources at least one (1) week prior to the requested beginning date of the leave. The deadline shall be waived in extenuating circumstances. The unit member may elect to substitute up to 60 days of accrued sick leave for FMLA leave, for which they shall receive salary for the number of sick days they choose to use, with the exception of pregnancy disability leave. All other employees' federal and state family and medical leaves shall run concurrently.

If the unit member fails to return to work after taking FMLA leave, the unit member shall be required to pay back the health insurance premiums paid by the District during the unpaid FMLA leave.

A unit member is eligible for only one Family Health Care Leave each 12-month period for care of a member of an immediate family. A unit member is eligible for only one 3month Family Health Care Leave for each newborn or newly adopted child.

<u>Extended Family Health Care Leave – Substitute Differential</u> Employees who are absent due to maternity or paternity leave under the California Family Rights Act, after all earned sick leave has been exhausted, additional days shall be available for a period not to exceed twelve (12) weeks. The amount actually paid a substitute employee that is employed to fill the position during these additional days or if no substitute is employed, the amount which would have been paid to the substitute, shall be deducted for these additional days from the unit member's salary. The unit member is entitled to continue to receive full health and welfare benefits under this Agreement to the same level as entitled prior to the extended family leave.

4. CATASTROPHIC LEAVE PROGRAM

The following guidelines shall be used to establish a bank of days in accordance with California Education Code for a unit member to access once all of the unit member's sick days have been exhausted. (Forms are in Exhibit "F")

- 1. Days may only be accessed in the event of a unit member's catastrophic illness after exhausting all sick and vacation days.
- 2. A physician's statement shall be required to verify the illness and confirm the number of days the unit member shall be unable to work.
- 3. A unit member may receive no more than forty (40) days per school year from the sick leave bank.
- 4. Voluntary contributions of sick days shall be promoted by annual drives. The Association shall be responsible for promoting the annual drive.
- 5. To access the days, the unit member must be a unit member for at least two consecutive years of service in the District immediately preceding the request.
- A unit member donating days to the sick leave bank must retain a minimum of ten(10) days of their own at any given time of donation.
- 7. All donations of days are voluntary.
- 8. Once a donation is made it is permanent and cannot be given back to the donating unit member.
- 9. Unit members donating days shall not be able to determine who shall receive the day.
- 10. Requests for days must be submitted to the Assistant Superintendent of Human Resources.
- 11. This plan shall be reviewed annually by the HETA/District committee.

5. ADDITIONAL LEAVE OF ABSENCE (UNPAID/NO BENEFITS)

The unit member shall request such leave as soon as practicable. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the request of the unit member and the scheduling and replacement problems of the District.

6. BEREAVEMENT LEAVE OF ABSENCE

Unit members shall be granted bereavement leave of three (3) days upon a death in the immediate family; or five (5) days if travel out of state is required. Immediate family includes mother/stepmother, father/stepfather, mother-in-law, father-in-law, spouse, son/stepson, daughter/stepdaughter, son-in-law, daughter-in-law, grandmother, grandfather, or grandchild, brother/stepbrother or sister/stepsister of the unit member, or any relative living in the immediate household of the unit member.

Bereavement leave allowance is without loss of salary; and is separate from sick leave allowance and the use of personal necessity leave. Bereavement leave shall also be granted upon a death of non-immediate family when the unit member is designated with power of attorney. Unite member must provide copy of power of attorney to the Human Resources department.

The use of bereavement leave does not deplete sick leave credit.

7. PERSONAL NECESSITY LEAVE

A maximum of seven (7) days of accumulated sick leave may be used during any one school year by a unit member in cases of personal necessity, including any of the following reasons:

a. Death of a member of his immediate family. "Member of his immediate family" means mother/stepmother, father/stepfather, mother-in-law, father-in-law, husband, wife, son/stepson, daughter/stepdaughter, son-in-law, daughter-in-law, grandmother, grandfather, or grandchild, brother/stepbrother or sister/stepsister of the unit member, or any relative living in the immediate household of the unit member.

-120.

- b. Accident, involving the unit member's person or property, or person or property of the unit member's immediate family.
- c. Appearance in court as a litigant, or as a witness under an official order.
- d. And as approved by the District Superintendent, or designee, other personal necessities or events of an emergency nature which necessitate the immediate attention of the unit member during the workday.
- e. Weddings and graduations of immediate family are acceptable reasons to request Personal Necessity Leave.
- f. Unit members shall be granted five (5) days a year, designated as Paid Personal Business Days, to be drawn from sick leave, to be used for reasons personal and private at the discretion of the unit member. These days may be used on any day, with the exception of the first and last days of school, designated teacher preparation day, the day prior to or following a legal or local holiday, or other days when such an absence would have a negative impact due to a previously scheduled event or activity. Prior arrangements should be made when possible.
- g. Prior approval is required for personal necessity leave use under sub-paragraph d. above. Information necessary for personal necessity leave use may be submitted by telephone to the District Office. Upon return, a PAR shall be submitted by the unit member for approval.

8. PERSONAL LEAVE OF ABSENCE

A unit member shall be eligible for leave of absence, without salary, only if the unit member has tenure in the District. The District may grant as much as a year's leave of absence for travel, study or for care of child.

Application for leave should be presented prior to March 15th for the following year. Notice regarding return from personal leave of absence must be sent to the Superintendent before May 1st, or the unit member's position shall be filled and the unit member terminated in accordance with the California Education Code.

9. SABBATICAL LEAVE OF ABSENCE

A unit member shall be granted sabbatical leave according to the following provisions:

Application for Leave

In accordance with the California Education Code, the Board of Trustees may grant a sabbatical leave of absence for the purpose of permitting study or travel by a unit member, which will benefit the schools and the students of the District, if the unit member has rendered service to the District for at least seven (7) consecutive years preceding the granting of the leave.

Rate of Compensation

Any unit member on sabbatical leave who has complied with the provisions under which such leave was granted, shall receive compensation in accordance with the California Education Code as follows: Payment of 50% of the contract salary. Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the unit member's progress on the salary schedule.

Method of Payment

Salary for sabbatical leave shall be paid to the unit member while on leave of absence in the same manner as if the unit member were teaching in the District, upon the furnishing by the unit member of a notarized statement of intent to render two (2) years of service in the Hawthorne School District after return from leave of absence, and a suitable bond as specified below. The unit member should make arrangements with the District Office for the disposition of the salary warrant each month.

The unit member on sabbatical leave shall furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two years of service in the District following the unit member's return from leave. Such bond shall be exonerated in the event of failure to return and render such two years of service caused by death, physical or mental disablement of the unit member, or circumstances beyond the control of the unit member.

Concerning Retirement

Sabbatical leave of absence shall count as one-half year of service credit toward retirement and the retirement and annuity contributions shall be collected. Unit members may pay their own contributions for additional credit.

Report at End of Leave

Each unit member who has been on sabbatical leave shall file with the Superintendent, a written report not later than 30 days after return to active duty. Such report shall contain detailed data as to the professional value of the experience gained while on leave; the manner in which the experience or knowledge gained may be used for the benefit of the students, or the school in which the unit member is located; and any other data necessary for a satisfactory report. Such report shall then be presented to the Board of Trustees for its approval.

Application for sabbatical leave shall be made to the Board of Trustees through the Superintendent. Application shall be made on a form prescribed by the Superintendent. Any unit member eligible for sabbatical leave shall make application by March 15th.

A plan for study or travel to be undertaken shall be submitted for approval when making application for sabbatical leave.

Length of Leave

Sabbatical leave shall be granted for not more than one full teaching year.

Number of Leaves

The number of unit members on sabbatical leave during any one school year shall not exceed 2% of the total unit members in the Hawthorne School District during that year. In case more than 2% of the eligible unit members apply for sabbatical leave during any one school year, the granting of such leave shall be:

- 1) relative merits of reasons for desiring leave
- 2) seniority
- 3) whether leave has been previously granted

Interruption of Leave

Interruption of the program of study or travel caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the unit member under the terms of the sabbatical leave. However, the Board of Trustees must be notified by registered mail within ten (10) days after the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.

10. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

Any unit member of the District who is absent because of injury or illness, which arose out of and in the course of the unit member's employment, shall be allowed up to sixty (60) days of paid industrial accident or illness leave for each industrial injury. Industrial accident or illness leave shall commence on the first day of absence. When a unit member's entitlement to industrial accident or illness leave has been exhausted, entitlement to regular sick leave shall then be used.

A full day's wage or salary shall be the extent of compensation for industrial accident or illness leave. When the unit member receives temporary disability indemnity award or workers compensation, payment shall be such portion of salary due, when added to the temporary disability indemnity award or workers compensation award will result in a payment of not more than the unit member's full salary.

Periods of industrial accident or illness leave shall not be deemed to be a break in service of the unit member. Allowable industrial accident or illness leave shall not be accumulated from year-to-year. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of temporary disability indemnity award.

When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

During any paid leave of absence, each unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

Any unit member receiving benefits as a result of industrial accident or illness leave shall, during periods of injury or illness, remain in the State of California unless the Board of Trustees authorizes travel outside of the state.

Provisions of the industrial accident or illness leave shall apply to unit members upon initial employment.

11. REASSIGNMENT UPON RETURN FROM LEAVE OF ABSENCE

The District shall endeavor to the best of its ability to reassign each unit member returning from a leave of absence to the same school, the same grade level, and subject. The District shall consult with each unit member returning from leave of absence concerning the unit member's assignment.

When returning from sabbatical leave of absence the District shall give additional priority to return the unit member to the same school and the same grade level, subject, if possible. Consideration should also be given to the reason that the sabbatical leave of absence was granted.

When unforeseen circumstances occur when a unit member is on a leave of absence, a unit member may return to a teaching assignment at such time as the District can work out a regular assignment. Every consideration will be given to the unit member in finding a suitable position at the earliest time. During any period of waiting for a regular assignment, the unit member may work as an on-call day-to-day substitute teacher.

12. TRANSFER

12.1 Voluntary Transfer

Unit members wishing to be considered for a transfer to another school site, grade level, or subject change must do so by completing a PAR and obtaining the signature of their immediate supervisor. The unit member then submits the PAR to the Human Resources Office. PAR's shall remain on file through September 30th of the following school year.

Unit members wishing to be considered for non-posted positions that have been filled between July 1st through June 30th must have a PAR on file prior to June 1st. As vacancies occur within the District, unit members who have submitted a transfer request shall be given consideration and shall be interviewed for such positions. The criteria as mentioned below shall be used in making decisions as to selection for available positions.

Transfer or reassignment shall be based on the following criteria:

- Legal requirements of the District
- Educational needs of the school to which the unit member is transferred or reassigned, as determined by a school site committee composed of administration and a cross selection of unit members at the school site for each position where a transfer request PAR form has been submitted.
- Preference of the unit member.
- Length of service rendered to the District by the unit member (when the other criteria are equal, length of service rendered to the District shall be the controlling factor).

When legally qualified unit members who have seniority (seniority is defined as the unit member's hire date in the District as a full-time unit member, not as a substitute) are not granted their transfer request, a written summary outlining the specific reasons based on the above criteria shall be provided to the unit member and the Association upon request. A conference shall be held at the request of either the unit member and/or the Association.

12.2 Involuntary Transfer

The District shall use the following criteria when necessary for involuntary transfers:

- Volunteers
- Non-credentialed teachers (lowest seniority date first)
- Probationary I teachers (lowest seniority date first)
- Probationary II teachers (lowest seniority date first)
- Tenured, non-NCLB compliant without CLAD teachers (lowest seniority date first)
- Tenured, non-NCLB compliant with CLAD teachers (lowest seniority date first)
- Tenured, NCLB compliant without CLAD teachers (lowest seniority date first)
- Tenured, NCLB compliant without CLAD, NBCT teachers (lowest seniority date first)
- Tenured, NCLB compliant with CLAD (lowest seniority date first)
- Tenured, NCLB compliant with CLAD, NBCT (lowest seniority date first)

Lowest seniority date is defined as the unit member's hire date for a full-time position within the District. If there is a tie on the hire date then the date the unit member signed the contract with the District shall be used. If there is a tie on the date the unit member signed the contract then the date the unit member was hired as a substitute teacher shall be used.

13. POSTING OF VACANCIES

District wide vacancies shall be posted by the first working day in April.

The District shall send notices to each school site and post them in a visible place. The District shall also post vacancies on the Hawthorne School District website (www.hawthorne.k12.ca.us) with monthly updates.

Any classroom teaching position added or that becomes vacant from March 31st of the current year shall be re-posted the first working day of April. The following positions are exempt from this posting:

- Bilingual Resource Teacher
- Special Projects Teachers
- Teacher on Special Assignment
- Counselors
- Speech and Language Pathologists
- Special Day Class Teachers
- Special Education Resource Teachers
- School Psychologists

Vacancies occurring between April 1st through June 1st shall be posted as they occur. Should such a vacancy be filled by a District unit member currently under contract, the assignment shall begin on the first day of the following school year.

The District shall inform unit members who are on leave of any such vacancies through the U.S. mail.

Unit members interested in applying for a position posted shall inform the District within ten (10) working days of the posting by submitting a PAR form to the Human Resources Office.

14. CLASS SIZE

The number of students assigned to a classroom shall be determined by the District with consideration given to achieving the best optimum size possible under the prevailing constraints of factors related to space, personnel, student welfare, finance and other related factors.

The District, in conjunction with the Association, shall continue to monitor class size throughout the District and work together on a plan to remedy overcrowded classrooms.

15. JURY DUTY LEAVE OF ABSENCE

A unit member shall be provided a leave of absence for ten (10) days for regularly called jury duty, subject to satisfactory verification by the District.

Any unit member called for jury duty shall be paid their regular salary for up to the ten working days maximum and shall remit their jury duty fees paid by the Court, up to the amount the unit member would have been paid on the day in which the leave was granted, exclusive of mileage, to the District Office.

In order to qualify for pay as provided in paragraph 2 above, the unit member, upon contact by the Court for prospective jury duty service, must notify the District Office of the contact. Jury duty service shall be limited to one unit member at a school site at a time. A \$200 stipend will be paid to an employee who defers jury duty to a period that does not conflict with the school calendar. In order to receive the \$200 stipend, the employee must provide a copy of the initial summons that conflicts with the school calendar and verification of the time actually served. Summons must be submitted to the District Office prior to payment being issued.

16. YARD RECESS DUTY

The District shall provide playground supervisors to cover morning recess duties for classroom teachers of grades 1 - 5. In situations where there are an inadequate number of playground supervisors to provide adequate supervision, within budgetary constraints, administrators shall assign other personnel to cover morning recess duties using the following prioritized list. This does not preclude unit members volunteering to do such duty in cases of emergency.

- a. Instructional Aides
- b. Administrative personnel (Principal, Assistant Principal, Administrative Designee)
- c. Other certificated personnel support staff (i.e. Counselors, Special Project Teachers, Special Education Resource Teachers, Bilingual Resource Teachers, Deans, Literacy Coaches, Mathematics Coaches)

17. ADMINISTRATIVE DESIGNEE

A unit member at each site shall be designated as the "Administrative Designee" when the administrator(s) is/are not able to attend to their duties.

Effective July 1, 2021, the Administrative Designee monthly stipend will be increased to \$150.00 per month, not to exceed \$1,500.00 in any school year.

18. SUBSTITUTE SHORTAGE SCHOOL REIMBURSEMENT

At an elementary site the District shall keep a record each time a substitute teacher is not available for a classroom position requiring a full-day substitute teacher. Each school office shall also keep a record, on the appropriate form, each time a substitute teacher is not available for a classroom requiring a full-day substitute. The money that would have been given to the substitute teacher, at the substitute teacher daily rate, shall be divided among the teachers that took the extra students. Each of these teachers shall receive a percentage of the substitute teacher's rate, depending on how many teachers take extra students. For example: if the class is divided between two teachers, each teacher shall receive 1/2 of the substitute teacher daily rate of pay; if the class is divided among three teachers, each shall get 1/3 of the substitute teacher daily rate of pay, etc. No class shall be divided among more than six teachers. When the elementary P.E. teachers are absent using sick days (not flex days) and a substitute teacher could not be arranged, the elementary teachers who would be missing their prep time shall split the substitute teacher daily rate of pay in lieu of having prep time.

At both middle school and high school, when a teacher covers a class during his or her prep period, he or she shall be paid at the agreed-upon hourly rate for substitute contract teachers.

19. SECURE CAMPUS

Each school shall have secured campuses. All gates will be locked and keys provided to each unit member.

20. MINIMUM DAY

Schools shall adjust their schedules to accommodate a 2:00 PM dismissal, in accordance with minimum instructional minutes, each Wednesday, to be used as planning periods and inservices for unit members. The scheduling of Wednesdays shall be as follows:

• One site meeting

- One staff development meeting
- Two teacher preparation days one teacher prep day may be used for a staff meeting requiring five working days notification. Unless there is an emergency, this option may not be exercised in consecutive months.

Students in grades TK through 8 shall be dismissed at 1:30 p.m. on the last day of the school year.

The District shall not require attendance at District-level meetings on the last two Wednesdays of each school year.

21. PLANNING PERIODS

The District shall provide quality instruction in health and fitness for 50 minutes to 4th and 5th grade students twice a week on a rotating schedule. In the event that a Physical Education teacher is absent and a substitute is not available, language per Article VI Section 18 shall be in effect. Classroom unit members shall use this time for classroom planning and preparation.

Teachers in grades 6 and above shall have the equivalent of one period per day to be used for planning and preparation.

22. BILINGUAL

Unit members hired who possess a Bilingual Credential authorizing instruction in the primary language, Bilingual Certificate of Competence (BCC), Bilingual Cross-Cultural Language and Academic Development (BCLAD), or Bilingual Emphasis Credential (BEC), shall receive a yearly stipend of \$2,250 beginning with the 1995-96 school year. Unit members who possess appropriate bilingual certification (BCC, BCLAD, etc.) will receive a bilingual stipend when they meet one or more of the following criteria:

- 1. Are specifically assigned to provide Primary Language instruction on a daily basis.
- 2. At the intermediate level, must teach at least one (1) period in the Primary Language to EL students on a daily basis.
- 3. Coordinate assessment of EL students; develop curricula for EL students; use translation skills; provide model lessons and engage in collaborative teaching on a regular basis; conduct and coordinate parent involvement activities; coordinate and participate in community activities that require translation; evaluate programs and facilitate staff working with EL students and parents.

The receipt of regular (non-emergency) bilingual certification any time during the school year shall result in the appropriate stipend being paid for the entire year, provided the unit member (a) needed the certification for the position being held and (b) occupied the position for the entire school year. If a unit member holding the required bilingual certification occupies a targeted position for a portion of the year, the stipend shall be prorated according to the number of days actually served in the position.

In the event an individual has taken and passed the BCLAD examination and qualified for certification prior to June 30th of the particular fiscal year, proof of such must be presented to the Human Resources Office by July 13th of the succeeding fiscal year, or within eight (8) weeks of the June testing date, in order for the prior year's stipend payment to be made.

Stipends for additional certifications shall be paid at the end of the school year. Unit members whose positions require the holding of designated service credentials (counselors, librarians, nurses, speech and language pathologists, etc.) shall not be required to obtain bilingual certification. Bilingual stipends will not be paid to unit members whose positions require the possession of service credentials.

23. SPECIAL EDUCATION

Effective July 1, 2021, unit members possessing special education credentials or certificates who are assigned to positions for which credentials and/or certificates are required shall receive an additional annual stipend as follows: (1) Resource Specialist - \$1,500.00 annually (2) Mild/Moderate Special Day Class Teacher - \$1,500.00 annually (3) Moderate/Severe Special Day Class Teacher - \$2,000 annually (4) Early Childhood Special Education Teacher - \$2,000 annually (5) Adapted Physical Education Teacher-\$1,500.00 annually

Unit members who qualify for a stipend during a school year shall receive it for that year. Unit members qualified for a stipend who are employed by the District for less than a full school year shall receive a reduced stipend prorated to the fraction of the year worked.

The receipt of regular (non-emergency) special education certification any time during the school year shall result in the appropriate stipend being paid for the entire year, provided the unit member (a) needed the certification for the position being held and (b) occupied the position for the entire school year. If a unit member holding the required special education certification occupies a targeted position for a portion of the year, the stipend shall be prorated according to the number of days actually served in the position.

Special Education teachers who have Primary Language classrooms shall receive both appropriate special education and bilingual stipends if they have completed all certification requirements.

Stipends for additional certifications will be paid at the end of the school year.

Holders of regular learning handicapped credentials who are serving as Special Education Resource Specialists (on waiver) shall receive the Special Day Class stipend.

24. SPEECH AND LANGUAGE

A Speech and Language Pathologist who has earned a Certificate of Clinical Competence shall receive an annual stipend of \$2,000 per year. It requires an additional 75 semester credit hours to attain, plus 375 hours of supervised clinical observation and practicum. The certificate must be renewed annually.

If a unit member holding the required Certificate of Clinical Competence certification occupies a targeted position for a portion of the year, the stipend shall be prorated according to the number of days actually served in the position.

Stipends for additional certifications shall be paid at the end of the school year.

25.NATIONAL BOARD CERTIFICATION

National Board Certified Teachers shall receive a \$2,000 annual stipend if the unit member is assigned to the area in which they have the certification. The unit member shall provide a copy of the certification to the District.

The receipt of National Board Certification any time during the school year shall result in the appropriate stipend being paid for the entire year if the unit member is assigned to the area in which they have certification.

If a unit member holding the certification serves in a position for which they have certification for a portion of the year, the stipend shall be prorated according to the number of days actually served in the position if the unit member is assigned to the area in which they have the certification.

Stipends shall be paid at the end of the school year.

26. DEPARTMENT CHAIRS

Establish an annual stipend of \$1,500 and selection criteria for department chairpersons at Hawthorne Mathematics and Science Academy ("HMSA"). Department members shall select chairperson representing six (6) areas of responsibility including: English; Mathematics; Science; World Languages; History; and "Other" Departments based on selection criteria and approval by the site Principal.

27.JOB SHARING

Definition - "Job Sharing" shall refer to two (2) unit members sharing one (1) assignment.

Two (2) unit members shall share an assignment for a minimum of one (1) year. Applications (to include a written educational plan) for a job sharing assignment for the following school year shall be filed with the District no later than March 15th. Please refer to Exhibit G for application guidelines and forms.

All requests for job sharing shall be reviewed by the Principal and the Superintendent or designee. The Superintendent or designee shall make a recommendation to the Board of Trustees.

The Human Resources Office shall notify the unit members in writing for the reasons for the denial.

Notwithstanding other provisions of this agreement, job sharing unit members wages, benefits and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits premiums for those who share jobs exceed the amount the District would have paid if the position had not been shared. A unit member involved in a job sharing assignment shall be allowed to pay any premiums to obtain more benefits if they so desire. Unit members who job share shall receive one (1) step increase upon the accumulation of each one (1) full-time equivalent year.

Upon request of the two (2) unit members and agreement of the site principal, Superintendent or designee, a job sharing assignment may be renewed provided the two (2) unit members notify the District prior to March 15th. In the event the two (2) unit members fail to notify the District of their desire to continue the job assignment, the unit member who had a full-time contract the year previous to sharing a contract shall be returned to a full-time assignment if assignments are available.

The District shall endeavor, to the best of its ability, to reassign each unit member returning from a job sharing assignment to the same school, the same grade level, and subject.

All interested job-sharing applicants shall meet the following criteria:

- a. A valid preliminary or clear credential for the job-sharing position requested (not an emergency credential) and a minimum of one (1) year of service (as defined by the California Education Code) as a contract unit member with the District.
- b. Knowledge of curriculum, specifically of the requested grade level.
- c. A wide range of experiences and a broad knowledge of special programs at the school sites available to the students (i.e., categorical programs, special education, program for English learners, etc.).
- d. Professional responsibilities, which are consistent for both job-sharing partners including: organizational skills, communication skills, classroom environment, classroom management, attendance, punctuality, meeting deadlines and regular collaboration with the job-sharing partner.
- e. Recommendation of the site principal.

Each unit member involved in a Job Sharing assignment shall attend all District and school site meetings.

If Partner A takes an unpaid leave of absence or resigns, then Partner B assumes the job full-time. If Partner B cannot assume the job on a full-time basis, then the partnership is dissolved and Partner B becomes an auxiliary substitute teacher with no change in salary or benefits. Partner B shall be able to keep specific days, but may be assigned to various sites and grade levels.

28.FAIR SHARE

The District recognizes the right of the Hawthorne Educators and Teachers Association to implement Fair Share. (See Exhibit D)

29. GRADING INSERVICE

The District shall allow for a grading inservice for unit members in grades 9-12 on the day immediately following the last day of school (day 182) to be paid at the On Call, Day-to-Day Substituting rate as listed in Exhibit A of the Master Salary Schedule for a full day of service, or at a pro-rated rate for a half day of service.

30.PAYROLL

Payroll errors shall be corrected as soon as possible.

31. PARENT-TEACHER CONFERENCES

In order to be proactive in the learning cycle, parent-teacher conference periods will occur during the two-week periods following the issuance of progress reports.

Parent-Teacher Conferences Unit members teaching grades 9-12 may schedule parentteacher conferences after contracted work hours in order to discuss student progress. All conferences will be pre-scheduled by appointment and occur between the hours of 3:30 PM and 4:30 PM, or extended hours in consultation with the site administrators. Site administrators must be on campus for extended hours to be authorized. Pay for extended conference hours will be limited to a maximum of twelve (12) hours in accordance with the negotiated hourly stipend rate for certificated staff members.

32. SCHOOL PSYCHOLOGIST JULY CALENDAR

The School Psychologist calendar includes four (4) workdays during the month of July. Effective July 1, 2021, based on a flexible calendar (Flex Calendar) School Psychologists may select which four days they will work during the month of July. Each School Psychologist will complete the required Flex Calendar form indicating the selection of work days and submit the calendar to the Special Education Department Administrator. Work days selected must exclude Fridays when designated as off as a result of a modified summer 4-10 work schedule.

ARTICLE VII PEER ASSISTANCE AND REVIEW PROGRAM

1. PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

The Hawthorne Educators and Teachers Association and the Hawthorne School District are committed to providing the highest possible quality of education for our students. In order for students to succeed in learning, unit members must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Unit members new to the profession and/or the District (New Teacher Participants), unit members who are referred (Referred Participants) or unit members who volunteer (Voluntary Participants) for the Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

2. PAR JOINT COMMITTEE

There shall be a PAR Joint Committee (herein the Joint Committee).

- 2.1 The Joint Committee shall consist of five (5) members, three (3) of whom shall be selected by classroom teachers through a process determined by the Association, selected by the Association, and two (2) of whom shall be Administrators, selected by the District. Two (2) unit members and two (2) Administrators shall be selected as alternates to serve on the Joint Committee. Site Administrators who serve on the Joint Committee shall be excused, and alternates assigned, in the event a Referred Participant is assigned from the same site as the Administrator's. Both parties retain the right to replace their own representatives.
- 2.2 The term of service for Joint Committee members shall be two (2) years. However, the initial term of service shall be staggered as follows: 2 one-year and 3 two-year terms. The Joint Committee members shall begin their term of service by May 15th of each year as vacancies occur. Each unit member of the Joint Committee may succeed himself/herself only once without a break in term.
- 2.3 The Joint Committee shall appoint co-chairpersons (one unit member and one administrator). The Association shall appoint the unit member co-chair. The District shall appoint the Administrator co-chair.

- The Joint Committee shall meet monthly, unless additional meetings are 2.4 determined necessary by a vote of four (4) Joint Committee members. To meet, two (2) unit members and one (1) administrator shall be present. Such meetings shall take place during the regular working day, for which unit member Joint Committee members shall be released without loss of compensation. If the Joint Committee determines that it is necessary to work beyond the unit member's contractual working day, unit members shall be compensated at the unit member's hourly per diem rate of pay. For the first year (2000-2001), the regular Joint Committee members (not alternates) shall receive a stipend of \$4,000. Half of the earned stipend shall be paid in December and the remainder shall be paid in June. The stipend will be prorated according to the number of days actually served in the position. Any leave, longer than the ten (10) sick leave days earned in one (1) year, shall not count as time served in the position. The stipend will be reviewed on an annual basis and shall only be given if the PAR budget has sufficient funding.
- 2.5 The Joint Committee shall work toward reaching consensus on all decisions, however, absent consensus; a decision shall be made by an affirmative vote of at least four (4) Joint Committee members.
- 2.6 The Joint Committee shall be assisted by the Staff Development Coordinator, who shall supervise the Consultants/Coaches, provide necessary staff development and other program support as the Joint Committee shall require.

3. JOINT COMMITTEE RESPONSIBILITIES

The responsibilities of the Joint Committee shall be to:

- 3.1 Establish its own rules, regulations and procedures. Said rules, regulations and procedures shall be consistent with the provisions of this Agreement, Board Policies, District Regulations and the law.
- 3.2 Distribute, at the beginning of each school year, the Joint Committee's rules, regulations and procedures to all unit members and administrators.
- 3.3 Establish and submit, with the assistance of the Staff Development Coordinator, a proposed annual budget for the PAR Program for final approval to the Board of Trustees. The Joint Committee shall refrain from taking any actions which might exceed the Board approved annual budget for the PAR Program. Under no circumstances shall general fund monies be utilized to support the PAR Program.

- 3.4 Determine the number of Consultants/Coaches in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
- 3.5 Coordinate, select and provide staff development to meet the needs of the PAR Program for all of its participants, including the Joint Committee.
- 3.6 Establish a procedure for application and an Application Form for the positions of Consultant/Coach.
- 3.7 Select and assign Consultants/Coaches to participating unit members.
- 3.8 Prepare guidelines for Consultants/Coaches and their activities.
- 3.9 Develop a format for the Consultant's Assistance Plan and Final Report.
- 3.10 Review Assistance Plans and Final Reports regarding Referred/Voluntary Participants prepared by Consultants.
- 3.11 Send written notification of participation in the PAR Program to the participating unit member, the Consultant/Coach and the site Administrator.
- 3.12 Evaluate annually the impact of the PAR Program and make recommendations to the Association and the Board of Trustees for improvement. This evaluation may include, but is not limited to, interviews or surveys of the PAR Program participants.
- 3.13 Develop and enforce timelines for the Joint Committee, Consultants/Coaches and participating unit members.
- 3.14 Review effectiveness of Consultants/Coaches with the Staff Development Coordinator and determine if they should continue in their assignments.
- 3.15 The Joint Committee shall share their Final Report with the Referred Participant prior to submission of the Joint Committee's Final Report to the Board of Trustees. The Joint Committee's Final Report shall be placed in the Referred Participant's personnel file after meeting with the Joint Committee.
- 3.16 Review the Consultant's Final Report and make recommendations to the Board of Trustees regarding the Referred Participant's progress in the PAR Program, including forwarding the names of Referred Participants to the Board of Trustees

prior to April 15th of each school year, who after sustained assistance, are unable to demonstrate satisfactory improvement. The Joint Committee's Final Report shall include a recommendation for retention or dismissal of the Referred Participant. The Board of Trustees shall accept the Joint Committee's Final Report as submitted, and in doing so, the PAR process shall be considered complete.

3.17 Resolve all disputes that arise in the PAR Program.

4. CONSULTANTS

The Joint Committee shall select Consultants in sufficient numbers to meet the needs of the PAR Program.

4.1 **Qualifications for Consultants**

A Consultant is a permanent (tenured) unit member who provides assistance to a Referred/Voluntary Participant under the PAR Program established in this Agreement. A Consultant shall also assist Coach/New Teacher Teams at their site. For the first year (2000-2001 only) of the Program, a Consultant shall be able to coach New Teacher Participants if there are not enough Coach applicants. A Consultant shall possess the following qualifications:

- 4.1.1 At least five (5) years of recent classroom experience in the District.
- 4.1.2 Demonstrates exemplary teaching ability, based on the applicant's prior year Individual Performance Evaluation, as indicated by, among other things, effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
- 4.1.3 Ability to work cooperatively and effectively with others.
- 4.2 <u>Consultant Appointment Process</u>
 - 4.2.1 The number of Consultants shall be determined by the Joint Committee, based upon the number of Referred/Voluntary Participants in the PAR Program, the available budget and other relevant considerations.
 - 4.2.2 Shall be appointed to a one (1) year term by the Joint Committee.
 - 4.2.3 Consultants may be removed by the Joint Committee in consultation with the Staff Development Coordinator.

- 4.2.4 Unit members shall apply for a Consultant position on the Application Form prepared by the Joint Committee. Notice of Consultant openings shall be posted at each school site for a period of not less than ten (10) working days. Notice of Consultant openings shall be mailed to unit members who are off-track. Applicants shall submit a copy of their most recent Individual Performance Evaluation.
- 4.2.5 Shall be selected by the Joint Committee after at least one (1) Joint Committee unit member and one (1) Joint Committee Administrator member have conducted a site visitation and a classroom observation of at least 20-minutes in length and/or submit a 20-minute video done in a classroom setting.
- 4.2.6 Consultants shall receive a stipend of \$2,000 per assigned Referred/Voluntary Participant, not to exceed a caseload of three (3) Referred/Voluntary Participants. Half of the earned stipend shall be paid in December and the remainder shall be paid in June. The stipend shall be paid contingent upon completion of all required paperwork on a monthly basis. This may include, but is not limited to: monthly collaborative logs, PAR Assistance Forms, PAR Bi-monthly Reports, PAR Final Reports, surveys. The stipend will be prorated according to the number of days actually served in the position. Any leave, longer than the ten (10) sick leave days earned in one (1) year, shall not count as time served in the position.

4.3 <u>Consultant Responsibilities</u>

The responsibilities of the Consultant shall be to:

- 4.3.1 Assist Referred/Voluntary Participants and Coach/New Teacher Teams by demonstrating, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Referred/Voluntary Participant.
- 4.3.2 Conduct multiple observations of the Referred/Voluntary Participant during instruction, and shall have both pre-observation and post-observation conferences with the Referred/Voluntary Participant.
- 4.3.3 Conference monthly with the Referred/Voluntary Participant's Administrator regarding performance goals and objectives.

- 4.3.4 Arrange a meeting, within two (2) weeks of the start of the Referred/Voluntary Participant's school beginning, to be attended by the Consultant, the Administrator and the Referred/Voluntary Participant. The Referred/Voluntary Participant's prior year Individual Performance Evaluation shall be discussed, as well as recommendations for improvement. Based on these discussions, the Consultant shall prepare an Assistance Plan, which shall list the goals and objectives for improvement. The Joint Committee shall review and approve the Assistance Plan.
- 4.3.5 Prepare bi-monthly Progress Reports for the Joint Committee and shall appear before the Joint Committee to discuss the progress of the Referred/Voluntary Participant. The Progress Reports shall include an assessment as to whether the Referred/Voluntary Participant is making satisfactory progress
- 4.3.6 Submit to the Joint Committee, no later than March 30th the Final Report on the Referred/Voluntary/Self-Referred Participant's progress during their participation in the PAR Program.
- 4.3.7 Attend all staff development required by the Joint Committee.
- 4.3.8 If assigned Coach/New Teacher Teams, shall monitor performance of Coaches and review the information monthly with the Staff Development Coordinator.
- 4.3.9 Shall meet weekly with Coaches if assigned Coach/New Teacher Participant Teams.
- 4.3.10 Shall follow all timelines established by the Joint Committee, which may include time during the Consultant's off-track schedule and/or extended school day schedule in order to meet the needs of the PAR Program.

5. COACHES

The Joint Committee shall select Coaches in sufficient numbers to meet the needs of the PAR Program.

5.1 Qualifications for Coaches

A Coach is a permanent (tenured) unit member who provides assistance to a New Teacher Participant, at their site, under the PAR Program established in this Agreement. A Coach shall possess the following qualifications:

- 5.1.1 At least two (2) years of recent classroom experience in the District.
- 5.1.2 Demonstrates satisfactory teaching ability, based on the applicant's prior year Individual Performance Evaluation, as indicated by, among other things, effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
- 5.1.3 Ability to work cooperatively and effectively with others.
- 5.2 <u>Coach Appointment Process</u>
- 5.2.1 The number of Coaches shall be determined by the Joint Committee, based upon the number of New Teacher Participants in the PAR Program, the available budget and other relevant considerations.
- 5.2.2 Shall be appointed to a one (1) year term by the Joint Committee. A Coach may be re-appointed for a second year without reapplying. Each year a Coach, who chooses to continue service, shall notify the Joint Committee, in writing, by March 30th. If a Coach chooses to serve more than two (2) consecutive terms, he/she shall reapply.
- 5.2.3 Coaches may be removed or re-appointed by the Joint Committee in consultation with the Consultant and the Staff Development Coordinator.
- 5.2.4 Unit members shall apply for a Coach position on the Application Form prepared by the Joint Committee. Notice of Coach openings shall be posted at each school site for a period of not less than ten (10) working days. Notice of Consultant openings shall be mailed to unit members who are on leave. Applicants shall submit a copy of their most recent Individual Performance Evaluation.
- 5.2.5 Shall receive a stipend of \$1,500 per assigned New Teacher Participant, not to exceed a caseload of three (3) New Teacher Participants. Half of the earned stipend shall be paid in December and the remainder shall be paid in June. The stipend shall be paid contingent upon fulfillment of all

duties outlined in the Lawndale/Lennox/Hawthorne BTSA Induction Support Provider Memorandum of Understanding (Exhibit "I") and completion of all required paperwork on a monthly basis. This may include, but is not limited to: monthly collaborative logs, Individual Induction Plans, On-line Consent Forms, surveys. The stipend will be prorated according to the number of days actually served in the position. Any leave, longer than the ten (10) sick leave days earned in one (1) year, shall not count as time served in the position and the stipend shall be prorated accordingly.

5.3 <u>Coach Responsibilities</u>

The responsibilities of the Coach shall be to:

- 5.3.1 Assist New Teacher Participants by demonstrating, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the New Teacher Participant.
- 5.3.2 Meet weekly with New Teacher Participants for a minimum of thirty (30) hours per year and maintain a log of those meetings.
- 5.3.3 Coaches and New Teacher Participants shall attend the Beginning/Welcoming Meeting, the Mid-Year Progress Report Meeting and the End-of-Year Colloquium.
- 5.3.4 Complete BTSA/Pre-Intern/Intern Evaluation forms each year for each New Teacher Participant, as required.
- 5.3.5 Meet weekly with the Consultant assigned to their Coach/New Teacher Team.
- 5.3.6 Attend all staff development required by the Joint Committee.
- 5.3.7 Follow all requirements of the District's Intern/Pre-Intern/BTSA Programs.
- 5.3.8 Follow all timelines established by the Joint Committee, which may include time during the Coach's off-track schedule and/or extended school day schedule in order to meet the needs of the PAR Program.

6. TYPES OF PAR PROGRAM PARTICIPANTS

- 6.1 <u>Referred Participant</u>: A permanent (tenured) unit member who has received an "Unsatisfactory" rating on the unit member's Individual Performance Evaluation in Standards 1 through 6. A Referred Participant shall be evaluated the year following receipt of an "Unsatisfactory" on their Individual Performance Evaluation and shall participate in the PAR Program.
- 6.1.1 Shall work with Consultants as described in Section 4.3.
- 6.2 <u>Voluntary Participant</u>: A permanent (tenured) unit member who has received three (3) or more "Partially Meets District Standards" on the unit member's Individual Performance Evaluation, or a permanent (tenured) unit member who requests assistance. Permanent (tenured) unit members who request assistance, shall be assigned a Consultant only after assistance has been given to Referred Participants and Voluntary Participants who receive three (3) or more "Partially Meets District Standards" on their Individual Performance Evaluation and New Teacher Participants, as budgetary constraints allow.
- 6.2.1 Voluntary Participants shall work with Consultants as described in Section 4.3.
- 6.3 <u>New Teacher Participant</u>: A non-tenured unit member with less than two (2) years of classroom experience in the Hawthorne School District. All non-tenured unit members, with less than two (2) years of experience in the Hawthorne School District, shall participate in the PAR Program.
 - 6.3.1 New Teacher Participants shall work with Coaches as described in Section 5.3.

7. GENERAL PROVISIONS

- 7.1 The PAR Program shall be contingent upon the continuation of State funding.
- 7.2 Nothing herein shall be interpreted as limiting the authority of the Board of Trustees or District to initiate any form of discipline against any unit member, at any time, consistent with the law and this Agreement.
- 7.3 The provisions of the PAR Program may be revised by written, mutual consent of the Association and the District.
- 7.4 The provisions of the PAR Program shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR Program

procedures contained herein shall be submitted directly to the Joint Committee for review and response.

- 7.5 The District shall defend and hold harmless individual Joint Committee members and Consultants/Coaches from any lawsuit or claim arising out of the performance of their duties under the PAR Program as required by the California Government Code.
- 7.6 Consultants/Coaches shall not be considered management or supervisory unit members as defined under the Educational Employment Relations Act.

ARTICLE VIII. GRIEVANCES

1. **DEFINITIONS**

A "grievance," as defined in this Agreement, is a formal, written claim or allegation by a unit member covered by this Agreement, that the unit member has been adversely affected by a violation of a specific provision or provisions of this Agreement.

A "grievant," as defined in this Agreement, is a unit member covered by the terms of this Agreement, who has filed a formal, written grievance.

A "working day," as defined under this grievance procedure, is a day when students are in attendance at school.

The "immediate supervisor," as defined under this grievance procedure, is the lowest administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

2. GENERAL

At any meeting or conference in this formal grievance procedure, either party may have a person accompany them as a consultant or spokesman.

At any point during this grievance procedure, the grievant may withdraw the grievance by filing a written notice of withdrawal with the Association and the District.

When a resolution of the grievance is agreed to, the President of the Association shall receive a copy of the grievance and the proposed resolution. If the Association wishes to file a response to the proposed resolution of the grievance, it shall file the response

with the District within ten (10) working days after receipt of the proposed resolution of the grievance.

3. PROCEDURE

Informal Level

Before filing a formal, written grievance, the unit member shall attempt to resolve the alleged grievance by an informal conference with the unit member's immediate supervisor.

Formal Level

Level I

Within ten (10) working days after the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing, on the appropriate form, to the unit member's immediate supervisor at a formal meeting.

The grievance should give a clear and specific statement of the grievance and shall propose the remedy sought.

The immediate supervisor of the grievant shall communicate the decision in writing, within ten (10) working days after receiving the written grievance.

If the grievant does not agree with the decision, the grievant may appeal through the next level. Within the time limits described above, either the grievant or the immediate supervisor may request informal conferences. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

<u>Level II</u>

In the event that the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal the decision in writing, on the appropriate form, to the Assistant Superintendent of Human Resources or designee, at a formal meeting within ten (10) working days.

This statement shall include a copy of the original grievance; the decision rendered; and a clear statement of the appeal.

The Assistant Superintendent of Human Resources or designee shall, within ten (10) working days after receiving the appeal, communicate the decision in writing, to the grievant.

During the time limits of this appeal, either the grievant or the Assistant Superintendent of Human Resources or designee may request an informal conference on the appeal.

If the Assistant Superintendent of Human Resources or designee does not respond within the time limits, the grievant may appeal to the next level.

Level III

If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing, on the appropriate form, to the Superintendent or designee, at a formal meeting within ten (10) working days. In the event that a designee of the District Superintendent is named, he/she shall not be a person involved in Level I or Level II of the grievance appeal.

The written appeal shall include a copy of the original grievance and decision, as well as the appeal request and the appeal decision, and the clear statement of the reason for the appeal to Level III.

Within ten (10) working days, the Superintendent, or designee, shall communicate their decision to the grievant in writing.

During the time limits of this appeal, either the grievant or the Superintendent, or designee, may request informal conferences.

4. APPROPRIATE FORMS

The appropriate grievance forms are attached as Exhibit "B" of this Agreement and are available at school offices or the District Office.

ARTICLE IX. SALARIES

Unit members covered by this Agreement shall be granted a 9% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2022.

Unit members covered by this Agreement shall be granted a 5% increase on the master salary schedule in the attached Exhibit "A", effective July 1, 2021.

Effective July 1, 2022, the Master Salary Schedule Psychologist will increase from 6 steps to 7 steps.

Unit members covered by this Agreement shall be granted a 4% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2020.

Effective June 1, 2021, amend the 2020-2021 Master Salary Schedule for Substitute and Additional Assignments for Contract Teachers to reflect the following rates for Substitute Salary for Contract Teachers:

•Hourly stipend to be paid at \$50.00 per hour for professional development, unit planning, data analysis, collaboration, and afterschool classes

•Extended Year (8:15 a.m. to 12:15 p.m.) to be paid at the \$50.00 per hour rate for summer school and special education extended school year.

•Full-Day professional development stipend (8:15 a.m. – 3:15 p.m.) to be paid at the daily rate of \$194.00 for breaks, summer and Saturday professional development.

Effective July 1, 2021, the Master Salary Schedule School Counselor K-8th Grade and the Master Salary Schedule High School Counselors will be reduced from 26 steps to 21 steps.

Unit members covered by this Agreement shall be granted a 3% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2019.

Unit members covered by this Agreement shall be granted a 1% increase on the master salary schedule in the attached Exhibit "A's," effective July 1, 2018.

Unit members covered by this Agreement shall be granted a 1.5% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2016 *An annual stipend of \$1,500 shall be paid to unit members who have earned an Ed.D or Ph.D. *For unit members hired as Speech and Language Pathologists between July 1, 2017 and June 30, 2022, credit shall be given equal to the years of previous verified and eligible service in a public school system outside of the Hawthorne School District. No credit shall be given for parochial, private, or non-public school experience.

Unit members covered by this Agreement shall be granted a 4% increase on the master salary schedule in the attached Exhibit "A's," effective July 1, 2015.

Unit members employed after March 27, 1992, who are on an emergency credential shall be placed on the first column, first step. No progression shall be made to another column until a preliminary credential or a clear credential is attained.

All unit members, with the exception of Psychologists, shall be paid twice per month, payable on or before the fifth (5th) day and on or before the twentieth (20th) day of the month for 12 months coinciding with the fiscal year. Psychologists shall be paid once per month, payable on or before

the last day of the month for 12 months coinciding with the fiscal year. If the normal pay date falls on a Saturday, Sunday, or holiday, the paychecks shall be issued on the preceding work day.

Effective July 1, 2014, K - 8th grade Counselors who are currently working 200 days will be reduced to 194 days. Effective July 1, 2015, all K - 8th grade Counselors will be reduced to 188 days. The 9th - 12th grade Counselor position will remain at 200 days. School Psychologists shall work 190 days.

Exhibit A Master Salary Schedule for Substitute and Additional Assignments for Contract Teachers 2015-16 has been amended.

Exhibit A Master Salary Schedule Stipends 2015-2016 for Athletic Director (HMSA) and Athletic Head Coach (HMSA) has been increased by \$500 to reflect a stipend of \$4,000.00 and \$3,000.00 respectively, contingent upon available funding for HMSA.

ARTICLE X. HEALTH AND WELFARE INSURANCE BENEFITS

Effective October 1, 2020, the annual bargaining unit member contribution towards the health benefits package will be based on the tiered subscription level of each individual employee: Employee-Only (Six Hundred Dollars, \$600.00), Two-Party or Employee + Family (Nine Hundred Dollars, \$900.00). Deductions will be equally divided among the individual's annual pay periods.

The amounts established to begin in the 2020-2021 school year will remain in effect for future years unless further modifications are implemented through the meet and negotiations process.

Retiree Medical Insurance Coverage: Qualified employees who retire from the District and who meet the STRS or PERS minimum retirement age qualifications or who qualify for a disability retirement through STRS or PERS and who have completed at least 5 years of service with the District prior to retirement shall be eligible to continue to receive District-sponsored health insurance, for the retiree only, through the age of 65. An eligible year of service is one in which the retiree was in paid status for at least 75% of their contracted work days for the school year. Medical insurance eligibility for the retiree will extend through the last day of the month in which the retiree turns 65. The retiree may pay for continuous medical insurance coverage for their spouse until the last day of the month in which the spouse turns 65.

ARTICLE XI. SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to support the provisions of this Agreement. It is further agreed that it is to their mutual benefit that encouragement be

given to the continuation of problem solving in the District through the normal channels of communication.

ARTICLE XII. SAVINGS PROVISION

It is agreed that if any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XIII. COMPLETION OF MEET AND NEGOTIATIONS

It is expressly agreed by the District and the Association that the signing of this Agreement by both parties concludes the meet and negotiate process for the period of this Agreement, and that the District shall not be obligated to meet and negotiate during the period of this Agreement with respect to any subject, or matter, whether referred to or covered in this Agreement or not. It is further agreed by both the District and the Association that meet and negotiations to seek modification, amendment or change in this Agreement for the ensuing year, shall not begin later than October 31st.

The above Agreement to conclude the meet and negotiate process notwithstanding, the District and the Association further agree that, subject to the mutual agreement of both parties, the District may and the Association may renegotiate the item of wages only during the term of this Agreement and that any renegotiation mutually agreed to, shall be limited to the one item of wages.

ARTICLE XIV. TERM OF THE AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, 2024, and thereafter shall continue effect year-by-year, unless one of the parties notifies the other, in writing, no later than April 1st, of its request to modify, amend, or terminate the Agreement.

2022-2023 HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION TENTATIVE AGREEMENT March 10, 2023

The Hawthorne School District (District) and the Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2023-2024 school year and agree to maintain the provisions of the current certificated collective bargaining agreement, except as modified below:

ARTICLE IX SALARIES

Unit members covered by this Agreement shall be granted a 9% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2022.

Salaries/Exhibit "A"

School Psychologist - Salary schedule H: Adjust footnote references to become effective 7/1/23:

- 1) Eliminate "A maximum of two years credit for previous full-time public school psychologist employment shall be allowed for salary placement purposes."
- Add "Creditable service may be given for non-public school experience, with the exception of parochial/private school experience."

Salaries/Exhibit "A"

Teachers - Salary Schedule O: Adjust footnote reference to become effective 7/1/23:

- Amend "No credit shall be given for parochial, private or non-public school experience" to "Creditable service may be given for non-public school experience, with the exception of parochial/private school experience."
- 2) Eliminate "Unit members shall be placed no higher on the salary schedule than on the fourth column with less than three years of experience."
- 3) Retire SLP footnote language that expired in 2022.

Salaries/Exhibit "A"

Add new Salary Schedule for Speech and Language Pathologists: Develop a separate salary schedule for SLPs removing them from the teacher salary schedule, and include relevant footnotes. Establish the following:

- 1) a 181-day calendar
- 2) a 197-day calendar, which would include a portion of ESY service

ARTICLE VI. TERMS AND CONDITIONS OF EMPLOYMENT

Jury Duty Leave of Absence (6.15):

Increase the stipend rate to \$200.00 for deferring jury duty to a period that does not conflict with the school calendar.

Modify language as follows: A \$100 \$200 stipend will be paid to an employee who defers jury duty to a period that does not conflict with the school calendar. In order to receive the \$100 \$200 stipend, the employee must provide a copy of the initial summons that conflicts with the school calendar and verification of the time actually served. Summons must be submitted to the District Office prior to payment being issued.

Parent-Teacher Conferences (6.31):

Add the following language: In order to be proactive in the learning cycle, parent-teacher conference periods will occur during the two-week periods following the issuance of progress reports.

Add the following language: Unit members teaching grades 9-12 may schedule parent-teacher conferences after contracted work hours in order to discuss student progress. All conferences will be pre-scheduled by appointment and occur between the hours of 3:30 PM and 4:30 PM, or extended hours in consultation with the site administrators. Site administrators must be on campus for extended hours to be authorized. Pay for extended conference hours will be limited to a maximum of twelve (12) hours in accordance with the negotiated hourly stipend rate for certificated staff members

Dr. Brian Markarian, Superintendent

5/10/23

5//0/83 Date

Date

2022-2023 HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION MEMORANDUM OF UNDERSTANDING March 10, 2023

The District and HETA enter into this Memorandum of Understanding in acknowledgment of the following:

Professional Development Days for 2023-2024

Unit members in Preschool through grade 12 will have the opportunity to participate in three voluntary pre-service and/or professional development days at their per diem rate during the 2023-2024 school year.

Dress Code/Professional Dress: Business casual denim jeans will be included in the allowable standards of professional dress for the District.

Negotiated Teacher Stipend Rate: Effective July 1, 2023, the negotiated daily stipend rate for teachers will be increased from \$194.00 to the rate of \$225.00.

Class Size Alternative Ratio

In order to address student enrollment uncertainties, delays in student enrollment throughout the year, and anticipated declining enrollment factors, school class size averages in grades K-3 may fluctuate throughout the year but will not exceed 28 in the designated grade span. This provision will remain in place through June 30, 2027. This serves to extend the existing MOU for grades K-3 for an additional three school years.

Early Notification of Intent to Retire:

Unit members that formally submit binding notification of their intent to retire from the District to Human Resources by December 1st shall receive a one-time stipend of \$2,000.00 in their final pay cycle. In the event that the District offers a retirement incentive for which the unit member is eligible, the unit member may forgo the one-time stipend in lieu of the retirement incentive offered.

Minimum Day Schedule:

Revise the minimum day schedule to include one collaboration planning meeting each month by modifying the 2-teacher planning days to 1-teacher planning day and 1-site-based collaboration planning meeting. The revised schedule is as follows:

Effective July 1, 2023, TK-8 schools shall adjust their schedules to accommodate 2:00 p.m. dismissal, in accordance with minimum instructional minutes, each Wednesday, to be used as planning periods and in-services for unit members. The scheduling of Wednesdays shall be as follows:

- One site meeting
- One staff development meeting
- One teacher planning day
- One collaboration planning day meeting based on site needs
- Any 5th Wednesday in a month in which all five Wednesdays are working days will be a collaboration planning meeting day with the exception of the month of May in which the District Awards and Recognition Ceremony occurs.

Extended Site-Based Collaboration;

In order to increase professional collaboration opportunities, extended periods for collaboration planning will be added a total of three times per school year, from 3:15 p.m. - 4:15 p.m., in concert with the minimum day schedule.

The extended collaboration planning meetings will be mandatory, clearly designated prior to the commencement of the school year, and paid at the negotiated hourly stipend rate.

COVID Leave: Provide five additional days of COVID leave for confirmed work related exposure. The additional COVID leave is limited to the impacted staff member and may be utilized through June 30, 2023.

Psychologists Release/Union Meetings: The District and Union acknowledge that School Psychologists have unique professional responsibilities and obligations that may take place when union meetings are scheduled. The District and the Union agree that School Psychologists may be released to attend bargaining unit meetings during their scheduled work time provided there is no conflict with their professional responsibilities, appointments, or scheduled duties.

HMSA Advanced Placement (AP) Program:

HMSA teachers assigned Advance Placement classes may receive up to 10 hours of planning time per semester at the hourly negotiated stipend rate.

HMSA Test Site Coordinator:

The HMSA Advanced Placement Test Site Coordinator may receive up to 20 hours of preparation time per school year at the hourly negotiated stipend rate.

This Memorandum of Understanding expires on June 30, 2025, unless expressly noted in item language.

M Ann Fueria

Dr. Brian Markarian, Superintendent

5/10/23 Date

Memorandum of Understanding between Hawthorne School District and Hawthorne Educators and Teachers Association (HETA) October 5, 2022

The District and HETA agree that there is a critical need in this employment market and a clear benefit to both parties in attracting new employees to our district. The District and Association agree that effective October 13, 2022 through June 30, 2024, the following will apply:

Certificated staff members who are newly hired by the District will receive a signing bonus of five thousand dollars (\$5,000). Staff members who do not complete at least six months of service to the District will be responsible for repayment of the signing bonus.

Following final approval by the HSD Board of Trustees, the terms of this Memorandum of Understanding will expire on June 30, 2024.

Toni Fierro, HETA President

10/6/22 Date

Dr. Brian Markarian, Superintendent

10/1/ Date

TENTATIVE AGREEMENT BETWEEN HAWTHORNE SCHOOL DISTRICT AND HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION 4/19/22

The Hawthorne School District (District) and Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2021-2022 school year and agree to maintain the provisions of the current collective bargaining agreement, except as modified below.

Article III. Employee Organizational Activities

HETA retains the right to meet with new bargaining unit members. Each time the District holds a new certificated employee orientation for the purpose of providing a general overview to new certificated staff members, HETA will be notified in advance and afforded the opportunity to address the group during the lunch period to discuss union membership and/or union business. HETA may provide lunch for participants as a courtesy.

Article VI. Terms and Conditions of Employment

(1.) Regular Hours of Employment

Each unit member in Preschool through grade 8 shall report for duty on each regular school day at 8:15 a.m. and remain on duty until 3:15 p.m., with the exception of teacher planning days (Kindergarten schedules may vary slightly). Each Psychologist shall report for duty on each scheduled day at 8:00 a.m. and remain on duty until 4:00 p.m. Beginning the 2022-2023 school year, each unit member in grades 9-12 shall report for duty on each regular school day at 8:30 a.m. and remain on duty until 3:30 p.m. The District may create unique positions with modified duty hours and schedules for extended year/extended day programs. These regular hours of employment do not include required hours for extra-curricular activities, Back-to-School-Night, Open House, professional responsibilities, etc.

(31.) Parent-Teacher Conferences

Unit members teaching grades 9-12 may schedule parent-teacher conferences after contracted work hours in order to discuss student progress. All conferences will be pre-scheduled by appointment and occur between the hours of 3:30 PM and 4:30 PM, or extended hours in consultation with the site administrators. Site administrators must be on campus for extended hours to be authorized. Pay for extended conference hours will be limited to a maximum of ten hours in accordance with the negotiated hourly stipend rate for certificated staff members.

Article IX. Salaries

Unit members covered by this Agreement shall be granted a 5% increase on the master salary schedule in the attached Exhibit "A", effective July 1, 2021.

Effective July 1, 2022, the Master Salary Schedule Psychologist will increase from 6 steps to 7 steps.

Article X. Health and Welfare Insurance Benefits (language added to Article 10):

Retiree Medical Insurance Coverage: Qualified employees who retire from the District and who meet the STRS or PERS minimum retirement age qualifications or who qualify for a disability retirement through STRS or PERS and who have completed at least 5 years of service with the District prior to retirement shall be eligible to continue to receive District-sponsored health insurance, for the retiree only, through the age of 65. An eligible year of service is one in which the retiree was in paid status for at least 75% of their contracted work days for the school year. Medical insurance eligibility for the retiree will extend through the last day of the

month in which the retiree turns 65. The retiree may pay for continuous medical insurance coverage for their spouse until the last day of the month in which the spouse turns 65.

enzo TA Toni Fierro, HETA President

Date

Dr. Helen E. Morgan, Superintendent

1.2 Date

MEMORANDUM OF UNDERSTANDING BETWEEN HAWTHORNE SCHOOL DISTRICT AND HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION 4/19/22

The District and HETA enter into this Memorandum of Understanding in acknowledgment of the following:

Off Schedule Retention Incentive (for 2021-2022 School Year)

Unit members covered by this Agreement shall be granted a 4% off-schedule one-time incentive (based on the 2021-2022 master salary schedule). The one-time off-schedule incentive recognizes the stress caused by COVID-19 and is provided in an effort to retain qualified and effective educational staff in the profession.

Per-Diem Days (4 total days):

All unit members will have the opportunity to participate in one (1) voluntary professional development day during the 2021-2022 school year. All unit members will have the opportunity to participate in three (3) voluntary per-diem professional development days during the 2022-2023 school year.

Parent-Teacher Conference Periods (TK-8)

Two parent-teacher conferences periods will be held during the 2022-2023 school year. Each period will consist of a two-week window (10 days) in which students in grades TK-8 will be released early, per the minimum day schedule, in order to allow for teachers/staff to conference with the parent(s) or guardian(s) of all students during each conference period. Teachers assigned to the *Independent Study (IS) Program* have a modified daily instructional schedule. Conference periods for IS Program students will mirror in-person instruction dates and students will be released per their minimum day schedule, however the early release timeframe (minimum-day schedule) for students is unique and will be established by Educational Services.

Union Business Preparation Period

In order to address the unique leadership demands brought about by the pandemic, the 1) HETA Negotiations Chair and the 2) HETA President will be afforded one additional preparation period per day in order to address high priority and time-sensitive issues/business. The additional preparation period/time frame will be determined and assigned by the District based on staffing and scheduling needs. The HETA Negotiations Chair and HETA President will retain this opportunity, as needed, effective 7/1/22 through 6/30/25.

Health Insurance - Cash In Lieu

The District shall extend the option of Cash in Lieu to eligible Unit members enrolled in the District health benefits program through 9/30/24. Eligible members consist of those who are married or are registered domestic partners, and both working in the District. The Cash in Lieu amount shall be \$5,000.00 per insurance year. The District will reevaluate the Cash in Lieu option for the 2024-25 insurance year.

<u>Temporary Substitute Coverage for School Counselors and School Psychologists during extended</u> <u>leaves of absence</u>

In the event that a School Counselor or School Psychologist requires an extended leave of absence beyond a period of six weeks, the District will make every effort to secure a professional substitute to replace the unit member during their extended absence.

2022-2023 School Calendar Modification (TK-8)

In light of the District's recognition of Juneteenth as a holiday, the adopted 2022-2023 School Calendars will be modified to reflect the holiday observance on Monday, June 19, 2023. As such, the non-instructional day currently designated on March 13, 2023 on the adopted 2022-2023 Transitional Kindergarten-8th Grade School Calendar will be converted to an instructional day and Monday, June 19th will be converted to a holiday.

This MOU shall expire in full without precedent on June 30, 2023, unless by mutual written agreement or unless specifically outlined with an alternate expiration date.

MA

Toni Fierro, HETA President

51 7/42 Date

22 ٤ Dr. Helen E. Morgan, Superintendent Date

HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION TENTATIVE AGREEMENT April 19, 2021

The Hawthorne School District (District) and the Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2020-2021 school year and agree to maintain the provisions of the current certificated collective bargaining agreement, except as modified below:

ARTICLE IX. SALARIES

Unit members covered by this Agreement shall be granted a 4% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2020.

Effective June 1, 2021, amend the 2020-2021 Master Salary Schedule for Substitute and Additional Assignments for Contract Teachers to reflect the following rates for Substitute Salary for Contract Teachers:

•Hourly stipend to be paid at \$50.00 per hour for professional development, unit planning, data analysis, collaboration, and afterschool classes

•Extended Year (8:15 a.m. to 12:15 p.m.) to be paid at the \$50.00 per hour rate for summer school and special education extended school year.

•Full-Day professional development stipend (8:15 a.m. -3:15 p.m.) to be paid at the daily rate of \$194.00 for breaks, summer and Saturday professional development.

Effective July 1, 2021, the Master Salary Schedule School Counselor K-8th Grade and the Master Salary Schedule High School Counselors will be reduced from 26 steps to 21 steps.

ARTICLE VI. TERMS AND CONDITIONS OF EMPLOYMENT

17. Administrative Designee

Effective July 1, 2021, the Administrative Designee monthly stipend will be increased to \$150.00 per month, not to exceed \$1,500.00 in any school year.

23. Special Education

Remove the following language from the HETA contract as it is outdated: There are two types of special education certifications (1) the Learning Handicapped (LD) credential and (2) Resource Specialist (RSP) credential which are needed for teaching special education classes in the District. Modify this language from the HETA contract to reflect the following:

Effective July 1, 2021, unit members possessing special education credentials or certificates who are assigned to positions for which credentials and/or certificates are required shall receive an additional annual stipend as follows:

- (1)Resource Specialist - \$1,500.00 annually
- (2)Mild/Moderate Special Day Class Teacher - \$1,500.00 annually
- (3) Moderate/Severe Special Day Class Teacher - \$2,000 annually
- Early Childhood Special Education Teacher \$2,000 annually (4)
- Adapted Physical Education Teacher- \$1,500.00 annually (5)

31. Parent-Teacher Conferences

Unit members teaching grades 9-12 may schedule parent-teacher conferences for each semester after contracted work hours in order to discuss student progress. All conferences will be prescheduled by appointment and occur between the hours of 3:00 p.m. and 4:30 p.m., or extended hours beyond 4:30 p.m. in consultation with the site administrator. Site administrators must be on campus for extended hours to be authorized. Pay for extended conference hours will be limited to a maximum of ten hours in accordance with the negotiated hourly stipend rate for certificated staff members.

32. School Psychologist July Calendar

The School Psychologist calendar includes four (4) workdays during the month of July. Effective July 1, 2021, based on a flexible calendar (Flex Calendar) School Psychologists may select which four days they will work during the month of July. Each School Psychologist will complete the required Flex Calendar form indicating the selection of work days and submit the calendar to the Special Education Department Administrator. Work days selected must exclude Fridays when designated as off as a result of a modified summer 4-10 work schedule.

Toni Fierro, HETA Presid

30/3/ Date

Dr. Helen E. Morgan, Superintendent

HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION MEMORANDUM OF UNDERSTANDING April 19, 2021

The District and HETA enter into this Memorandum of Understanding in acknowledgement of the following:

Per Diem Days: Unit members will have the opportunity to participate in two (2) voluntary preservice professional development days to be scheduled during the summer of 2021 at the per diem rate.

Temporary Substitute Coverage for School Counselors and School Psychologists during extended leaves of absence: Effective 7/1/2021, in the event that a School Counselor or School Psychologist requires an extended leave of absence beyond a period of six weeks, the District will make every effort to secure a professional substitute to replace the unit member during their extended absence.

Coverage Stipend for Special Projects Teachers, Literacy Coaches, Mathematics Coaches and Deans: Effective 7/1/2021, Special Projects Teachers, Literacy Coaches, Mathematics Coaches and Deans will receive an annual stipend of \$1,500 in recognition of the provision of classroom coverage during staff absences that require them to work beyond their contract hours in order to meet the demands of their position.

Early Notification of Intent to Retire: Unit members that formally submit binding notification of their intent to retire from the District to Human Resources by December 1st shall receive a one-time stipend of \$2,000.00 in their final pay cycle. In the event that the District offers a retirement incentive for which the unit member is eligible, the unit member may forgo the one-time stipend in lieu of the retirement incentive offered. (To become effective 7/1/2021 through 6/30/2023.)

Lifetime Benefits for Service to HSD 40 years or beyond: In recognition of career dedication to the LEA, upon retirement from the District, any unit member having worked a total of 40 or more full time equivalent years in the District will be offered lifetime medical benefits for the unit member and their spouse. If the unit member should precede their spouse in death the benefit shall cease. (To become effective 7/1/2020 through 6/30/2023.)

Offer Pet Insurance during Open Enrollment: Effective during the upcoming 2021 Open Enrollment period, the District will offer Pet Medical Insurance as a voluntary benefit for unit members that wish to purchase such a policy.

Before School Classes: The District will allow school sites to offer before school classes from 8:00 a.m. to 8:30 a.m. (30 minutes). Classes must be authorized by the school administrator and may only occur during the specified hours that school administration is present. Staff members will be compensated at the prorated stipend rate which is offered for afterschool classes. Staff

members that teach before school classes must remain beyond their normal work hours to restore the time (15 minutes) that is part of their normal work schedule.

Parent Teacher Conference Schedule, 2021-2022 School Year: In order to be proactive in the learning cycle, parent teacher conference periods, including 2 p.m. student release, will be shifted to the two week periods following the issuance of progress reports for the 2021-2022 school year.

Differential Pay: Due to the extenuating circumstances caused by the pandemic and the shortage of substitute teachers the District increased the substitute daily rate in order to attract and increase the number of available substitute teachers to cover absences district-wide. The increase in the substitute rate impacts the differential pay rate for certificated staff on leaves. Effective April 1, 2021, the substitute daily rate to be utilized for calculating Differential Pay shall be \$140.00 daily and \$155.00 for the long-term rate (beginning with the 16th consecutive day worked in the same classroom). This provision is temporary and expires on June 30, 2022 at which point the calculation will revert back to the model for determination of the differential that was previously utilized.

The Memorandum of Understanding expires on June 30, 2022 unless expressly noted in item language.

ne tiero

Toni Fierro, HETA President

Dr. Helen E. Morgan, Superintendent

Date

MEMORANDUM OF UNDERSTANDING BETWEEN

HAWTHORNE SCHOOL DISTRICT (DISTRICT) AND

HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION (ASSOCIATION)

7/31/20

The DISTRICT and ASSOCIATION enter this Memorandum of Understanding (MOU) regarding the 2020-2021 school year. The parties recognize there is a need to close/dismiss schools and move to instructional models that include online distance learning to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.

- 1. Unit members may work remotely for the duration of the school closures/dismissals or may elect to work from their assigned classroom or office. While the DISTRICT supports limiting the number of individuals at the worksite and respects the unit members' choice to work remotely, it reserves the right to require staff to return to sites to fulfill required duties when necessary. In the event unit members report to the worksite during a school closure/dismissal the DISTRICT shall take all appropriate health and safety measures regarding decontamination and sanitation as outlined by local, state or federal authorities before any member returns to the worksite. Employees that are required or elect to work on site will not have access to all areas of the campus, and will be required to follow safety protocols developed in collaboration with the ASSOCIATION.
- 2. Unit members' base compensation and benefits shall not be reduced as a result of the school closures. Unit members who receive special education, bilingual, doctoral, department chair, and/or national board certified teacher stipends shall be paid their full stipends in accordance with the collective bargaining agreement.
- 3. The DISTRICT will follow the requirements as outlined by the State and Federal government with respect to leaves, including sick leaves and newly enacted leaves. In the event Families First Corona Response Act (FFCRA) is not extended beyond December 31, 2020, and an employee has not been previously granted FFCRA, the DISTRICT will grant up to 10 consecutive work days of paid Administrative Leave for staff members who provide verification that they (A) are unable to work due to COVID-19 government issued quarantine or isolation order, or (B) have been advised to self-quarantine by a healthcare provider related to COVID-19, or (C) are unable to work as a result of experiencing symptoms of COVID-19 and seeking diagnosis. Unit members who were on extended leave prior to a school closure shall remain on that leave and access their available leave balance in accordance with applicable contractual and legal regulations. Unit members who are released to return to work without restrictions by their physician during school closures shall be returned to work.
- 4. Unit members will follow contractual work hours as outlined in the bargaining agreement and instructional minutes as required by the state/regulation/statute. In order to support student learning and close gaps related to learning loss, all support staff members (literacy coaches, math coaches, deans, counselors and special projects teachers) will participate with students in individual, small group and/or whole class settings in prescriptive learning activities. Support staff members will be provided with any modified duties and schedules in writing to ensure clarity and support reasonable expectations.

- 5. The coursework provided to students shall be intended to promote continuity of learning including exposure to new material, enrichment, intervention, remediation, assignments and assessments. The curriculum will be in alignment with our adoptions with support from online standards based program(s) conforming to the required 180 days of school and daily instructional minutes. All staff providing instruction to students shall be required to follow State audit guidelines for attendance and participation on a daily basis. The DISTRICT understands that many teachers are new to the technologies of distance learning and will be provided opportunities for appropriate training and support. Support will be provided in planning by coaches, content experts, administrators, and/or high quality professional development staff versed in distance learning/online instruction.
- 6. The DISTRICT shall provide software and training for unit members to use video-conferencing platforms. Unit members shall be held harmless in the event a student (or students) misuses the distance learning platform or engages in inappropriate activity in any way.
- All unit members will have the opportunity to participate in two (2) voluntary pre-service professional development days during the 2020-2021 school year at the unit member's per diem rate of pay.
- 8. Unit members will receive an allocation of \$150.00 to purchase materials that may be necessary to help support and enhance distance learning. Purchases are deemed DISTRICT property and must be returned to your school site when in-person instruction resumes.
- 9. The parties agree to meet regularly to address implementing guidance from the California Department of Education (CDE) as well as the United States Department of Education (USDE) in order to provide equitable and appropriate education for our students with special needs. Special Education teachers will work collaboratively with core content teachers to accommodate and/or adapt lessons as necessary to meet the needs of students' Individualized Education Programs (IEPs) in a digital learning environment and ensure that lessons and activities are appropriate as documented in students' IEPs. Individual accommodations will be provided:
 - a. Special Education Moderate/Severe SDC teachers of students in the Moderate-Severe SDC will provide instruction via the Board approved alternative curriculum and continuity of learning through a variety of distance learning resources so that Special Education students have access to the same learning opportunities as other students. The DISTRICT will train and support the Moderate/Severe SDC teachers in performance of these duties.
 - b. Related Service Providers (Speech Therapists, Adaptive PE Teachers, School Psychologists, etc.) will provide distance learning aligned to the IEP goals. Related services will be provided according to the last agreed upon offer of FAPE.
- 10. Tenured unit members that are scheduled for evaluation during the 2020-2021 school year shall have their evaluation year postponed until the 2021-2022 school year.
- All schools and other worksites will be thoroughly cleaned and disinfected prior to the return of employees or students. The DISTRICT will provide hand soap for every classroom and bathroom,

and access to hand sanitizer at each unit member workstation who does not have a traditional classroom sink. The DISTRICT will ensure that all sinks (including but not limited to those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels. The DISTRICT will adhere to all required health guidelines and protocols established by local, state or federal agencies.

- 12. Upon the State/County/DISTRICT determining schools safe to reopen for in person instruction, the DISTRICT shall offer one (1) full day of employee-directed preparation to all unit members on a non-work day in order to prepare for the return of students to school. The rate of pay will be based on the PD stipend rate outlined on the Master Salary Schedule for Substitute and Additional Assignments for Contract Teachers. The DISTRICT and the ASSOCIATION shall meet no later than five (5) school business days prior to the reopening of schools to students in order to develop a plan for the return of staff and students.
- 13. In order to address student enrollment uncertainties, delays in student enrollment during distance learning and anticipated declining enrollment factors, school class size averages in grades TK-3 may fluctuate throughout the year but will not exceed 28 in the designated grade span.
- 14. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts and effects.
- 15. The parties understand the COVID-19 pandemic is an extremely fluid situation and mutually agree to review the provisions of this MOU as necessary.

This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

For the DISTRICT

For the ASSOCIATION

Date

Date

HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION TENTATIVE AGREEMENT AND MEDICAL PLANS CHANGES MEMORANDUM OF UNDERSTANDING July 31, 2020 (Amended August 24, 2020)

The Hawthorne School District (DISTRICT) and the Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2019-2020 school year. The Tentative Agreement and the companion Medical Plans Changes Memorandum of Understanding form a two-part agreement and are not mutually exclusive.

TENTATIVE AGREEMENT

The District and HETA agree to maintain the provisions of the current certificated collective bargaining agreement, except as modified below:

ARTICLE IX. SALARIES

Unit members covered by this Agreement shall be granted a 3% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2019.

ARTICLE X. HEALTH AND WELFARE INSURANCE BENEFITS

Effective October 1, 2020, the annual bargaining unit member contribution towards the health benefits package will be based on the tiered subscription level of each individual employee: Employee-Only (Six Hundred Dollars, \$600.00), Two-Party or Employee + Family (Nine Hundred Dollars, \$900.00). Deductions will be equally divided among the individual's annual pay periods.

The amounts established to begin in the 2020-2021 school year will remain in effect for future years unless further modifications are implemented through the meet and negotiations process.

MEDICAL PLANS CHANGES MEMORANDUM OF UNDERSTANDING

The District and HETA enter into this Memorandum of Understanding in acknowledgement of changes to the medical plans provided by the District. Effective November 1, 2020, the District will offer the following four plans, Anthem Blue Cross Select Classic HMO, Anthem Blue Cross Vivity Classic HMO, Kaiser Permanente HMO and Anthem Premier PPO. The new plan benefits and provisions are summarized in a separate attachment.

e. Morga

For the DISTRICT

For the ASSOCIATION

ZDZD

Date

Date

HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION TENTATIVE AGREEMENT AND MEDICAL PLANS CHANGES MEMORANDUM OF UNDERSTANDING July 31, 2020

The Hawthorne School District (DISTRICT) and the Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2019-2020 school year. The Tentative Agreement and the companion Medical Plans Changes Memorandum of Understanding form a two-part agreement and are not mutually exclusive.

TENTATIVE AGREEMENT

The District and HETA agree to maintain the provisions of the current certificated collective bargaining agreement, except as modified below:

ARTICLE IX. SALARIES

Unit members covered by this Agreement shall be granted a 3% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2019.

ARTICLE X. HEALTH AND WELFARE INSURANCE BENEFITS

Effective July 1, 2020, the annual bargaining unit member contribution towards the health benefits package will be based on the tiered subscription level of each individual employee: Employee-Only (Six Hundred Dollars, \$600.00), Two-Party (Nine Hundred Dollars, \$900.00), or Employee + Family (Twelve Hundred Dollars, \$1,200.00). Deductions will be equally divided among the individual's annual pay periods.

The amounts established to begin in the 2020-2021 school year will remain in effect for future years unless further modifications are implemented through the meet and negotiations process.

MEDICAL PLANS CHANGES MEMORANDUM OF UNDERSTANDING

The District and HETA enter into this Memorandum of Understanding in acknowledgement of changes to the medical plans provided by the District. Effective November 1, 2020, the District will offer the following four plans, Anthem Blue Cross Select Classic HMO, Anthem Blue Cross Vivity Classic HMO, Kaiser Permanente HMO and Anthem Premier PPO. The new plan benefits and provisions are summarized in a separate attachment.

For the DISTRICT

For the ASSOCIATION

. .

715/20

Date

Date

MEMORANDUM OF UNDERSTANDING BETWEEN

HAWTHORNE SCHOOL DISTRICT (DISTRICT) AND

HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION (ASSOCIATION)

SCHOOL CLOSURES/DISMISSALS RELATED TO CORONAVIRUS-19/COVID-19 (COVID-19)

4/2/20

The DISTRICT and ASSOCIATION enter this Memorandum of Understanding (MOU) regarding the school closures/dismissal related to COVID-19.

The parties recognize there is a need to close/dismiss schools and move to an online distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

- 1. Unit members may work remotely for the duration of the school closures. In the event unit members report to the worksite during a school closure the district shall take all appropriate health and safety measures regarding decontamination and sanitation before any member returns to the worksite.
- Unit members' base compensation and benefits shall not be reduced as a result of the school closures. Unit members who receive special education, bilingual, doctoral, and/or national board certified teacher stipends shall be paid their full stipends in accordance with the collective bargaining agreement.
- 3. The District will follow the requirements as outlined by the State and Federal government with respect to leaves, including sick leaves and newly enacted leaves. Unit members who were on extended leave prior to the school closures shall remain on that leave and access their available leave balance in accordance with applicable contractual and legal regulations. Unit members who are released to return to work without restrictions by their physician during school closures shall be returned to work.
- 4. The parties recognize distance learning is a model that will require flexibility in developing and scheduling. In most cases, employees will complete their distance learning responsibilities during the contractual workday. However, the parties also agree that at times, employees may need to complete distance learning work using a flexible schedule. If a flexible schedule is needed, and does not conflict with the needs of the student population, the union member shall contact the site administrator for approval.
- 5. The coursework provided to students shall be intended to promote continuity of learning while students are not in school. This will include enrichment, intervention, remediation, exposure to new material, assignments and assessments. The curriculum will be in alignment with our adoptions. The District understands that many teachers are new to the technologies of distance learning and will receive appropriate training and support. Support will be provided in planning

by coaches, content experts, administrators, and/or professional development staff versed in distance learning/online instruction.

- 6. The DISTRICT shall provide software and training for unit members to use video-conferencing platforms. Unit members shall be held harmless in the event a student (or students) misuses the distance learning platform or engages in inappropriate activity in any way.
- 7. The parties agree to meet regularly to address implementing guidance from the California Department of Education (CDE) as well as the United States Department of Education (USDE) in order to provide equitable and appropriate education for our students with special needs. Special Education teachers will work collaboratively with core content teachers to accommodate and/or adapt lessons as necessary to meet the needs of students' Individualized Education Programs (IEPs) in a digital learning environment and ensure that lessons and activities are appropriate as documented in students' IEPs. Individual accommodations will be provided:
 - a. Special Education teachers of students in the moderate to severe SDC will provide continuity of learning through a variety of distance learning resources as appropriate so that Special Education students have access to the same learning opportunities as other students. The District will train and support the staff in performance of these duties.
 - Related Service Providers (Speech Therapists, Adaptive PE Teachers, School Psychologists, etc.) will prepare distance learning activities that can be completed at home as appropriate.
- 8. Digital options to meet and collaborate on a student's IEP could be triggered and implemented during the school closures/dismissals.
- Evaluations of unit members shall be considered completed for the 2019-2020 school year as of March 12, 2020.
- 10. The DISTRICT shall submit a waiver to the CDE or the designated agency to mitigate the loss of funding due to lower than normal average daily attendance (ADA). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.
- 11. Unit members shall not be required to make up adjunct or committee assignments missed as a result of school closures. Adjunct duties and DISTRICT and/or site committees scheduled during the school closures shall be canceled and will not be rescheduled.
- 12. All schools and other worksites will be thoroughly cleaned and disinfected prior to the return of employees or students. The DISTRICT will provide hand soap for every classroom and bathroom, and access to hand sanitizer at each unit member workstation who does not have a traditional classroom. The DISTRICT will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels.

- 13. Upon the State/County/DISTRICT determining schools safe to reopen, the DISTRICT shall provide one (1) full day of employee-directed preparation to all unit members to prepare for the return of students to school. The DISTRICT and the ASSOCIATION shall meet no later than five (5) school business days prior to the reopening of schools to students in order to develop a plan for the return of staff and students.
- 14. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts and effects.
- 15. The parties understand the COVID-19 pandemic is an extremely fluid situation and mutually agree to review the provisions of this MOU as necessary.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

Organ

For the **DISTRICT**

Date

For the ASSOCIATION

Date

HAWTHORNE SCHOOL DISTRICT **HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION TENTATIVE AGREEMENT** June 26, 2019

The Hawthorne School District (District) and the Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2018-2019 school year and agree to maintain the provisions of the current certificated collective bargaining agreement, except as modified below:

ARTICLE IX. SALARIES

Unit members covered by this Agreement shall be granted a 1% increase on the master salary schedule in the attached Exhibit "A's", effective July 1, 2018.

HETA President Mr. George Amava.

Dr. Helen E. Morgan, Superintendent

6/20/19

MEMORANDUM OF UNDERSTANDING BETWEEN THE HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION AND THE HAWTHORNE SCHOOL DISTRICT June 26, 2019

Positive Behavioral Supports

A committee will be formed to discuss Positive Behavioral Supports (PBS). The committee will be call the HSD PBS Workgroup with an objective of collaborating and working to remedy the concerns that surround the implementation and execution of PBS in HSD.

The committee will be composed of 20 staff members:

- 10 teachers selected by HETA
- 3 site administrators (2 elementary, 1 middle)
- 3 deans
- 2 counselors
- Director of Pupil Services
- Superintendent

All committee meetings will be held after student instructional hours have concluded. A stipend will be offered to participants during non-work hours in accordance with the negotiated hourly stipend rate for certificated staff members.

Professional Development (During 2019-2020 School Year)

Unit members in Preschool through grade 12 will have the opportunity to participate in two (2) voluntary pre-service professional development days during the 2019-2020 school year at the per diem rate.

Please note: In this Memorandum of Understanding the term "per diem" refers to an individual unit member's daily rate of pay.

High School Parent-Teacher Conference Period Stipends (During 2019-2020 School Year)

Unit members teaching grades 9-12 may schedule parent-teacher conferences after contracted work hours in order to discuss student progress. All conferences will be prescheduled by appointment and occur between the hours of 3:00 PM and 4:30 PM, or extended hours in consultation with site administrator. Pay for extended conference hours will be limited to a maximum of ten hours in accordance with the negotiated hourly stipend rate for certificated staff members.

School Psychologist Summer Flex Days (During 2019-2020 School Year)

The School Psychologist calendar includes four (4) work days during the month of July. Based on a flexible calendar (Flex Calendar), School Psychologist may select which four (4) days they will work during July. Each School Psychologist will complete the required Flex Calendar form indicating the selection of the work days. Work days selected must exclude the Friday's which are designed as off on the modified summer 4-10 work schedule.

<u>School Psychologist Extended Leaves (During 2019-2020 School Year)</u> When a School Psychologist is on an approved extended "leave" (examples include maternity leave, medical leave) the District will secure a temporary replacement though a substitute pool or agency during their absence.

Mr. George Amaya, HE A President

6/25/19 Date 6/26/19

ann Dr. Helen E. Morgan, Superintendent

Date

HAWTHORNE SCHOOL DISTRICT HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION TENTATIVE AGREEMENT May 31, 2018

The Hawthorne School District (District) and the Hawthorne Educators and Teachers Association (HETA) have completed negotiations for the 2017-2018 school year and agree to maintain the provisions of the current certificated collective bargaining agreement, except as modified below:

ARTICLE II. RECOGNITION

The District confirms its recognition of the Hawthorne Educators and Teachers Association as the exclusive representative for the unit of certificated employees recognized by the Hawthorne School District per its 1976-77 Resolution #3, dated May 7, 1976, as authorized by Sections 3540 – 3546 of the Government Code, Title I, Division 4, Chapter 10.7 (Rodda Act). Effective April 1, 2013, the Association changed its name to the Hawthorne Educators and Teachers Association. Effective July 1, 2017, School Psychologists will become a part of the bargaining unit. Due to their unique professional obligations, not all provisions of the Agreement apply to School Psychologists at this time. Modifications to language will continue to be addressed during the 2018-2019 school year. Provisions that apply to School Psychologists will be noted separately or clearly stated within the applicable article throughout the contract no later than June 30, 2019.

ARTICLE VI. TERMS AND CONDITIONS OF EMPLOYMENT

1. Regular Hours of Employment

Each unit member in grades Preschool through grade 8 shall report for duty on each regular school day at 8:15 a.m. and remain on duty until 3:15 p.m., with the exception of teacher planning days. Each unit member in grades 9-12 shall report for duty on each regular school day at 8:00 a.m. and remain on duty until 3:00 p.m. (Kindergarten schedules may vary slightly). Each Psychologist shall report for duty on each scheduled day at 8:00 a.m. and remain on duty until 4:00 p.m. These hours do not include required hours for extra-curricular activities, Back-to-School-Night, Open House, etc.

2. Sick Leave (Personal Illness and Injury Leave)

Eligibility

With the exception of School Psychologists, each unit member covered by this Agreement, working 181 days or more as a full-time unit member for a full contract year, shall be annually granted ten (10) days of leave of absence for the purpose of sick leave utilization. School Psychologists shall be granted eleven (11) days of leave of absence for the purpose of sick leave utilization. Any unit member covered by this Agreement, working less than full-time, shall be granted sick leave in the same ratio that their employment bears to full-time employment.

13. Post of Vacancies

District wide vacancies shall be posted by the first working day in April.

The District shall send notices to each school site and post them in a visible place. The District shall also post vacancies on the Hawthorne School District website (www.hawthome.k12.ca.us) with monthly updates.

Any classroom teaching position added or that becomes vacant from March 31st of the current year shall be re-posted the first working day of April. The following positions are exempt from this posting:

- Bilingual Resource Teacher
- Special Projects Teachers
- Teacher on Special Assignment
- Counselors
- Speech and Language Pathologists
- Special Day Class Teachers
- Special Education Resource Teachers
- School Psychologists

ARTICLE IX. SALARIES

3RD paragraph:

All unit members, with the exception of Psychologists, shall be paid twice per month, payable on or before the fifth (5th) day and on or before the twentieth (20th) day of the month for 12 months coinciding with the fiscal year. Psychologists shall be paid once per month, payable on or before the last day of the month for 12 months coinciding with the fiscal year. If the normal pay date falls on a Saturday, Sunday, or holiday, the paychecks shall be issued on the preceding work day.

Effective July 1, 2014, K-8th grade Counselors who are currently working 200 days will be reduced to 194 days. Effective July 1, 2015, all K - 8th grade Counselors will be reduced to 188 days. The 9th – 12th grade Counselor position will remain at 200 days. School Psychologists shall work 190 days.

TA President

Dr. Helen E. Morgan, Super

 $\frac{Co(118)}{Date}$

MEMORANDUM OF UNDERSTANDING BETWEEN THE HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION AND THE HAWTHORNE SCHOOL DISTRICT May 31, 2018

Unit Member Evaluation

A committee will be formed to revise the employee evaluation process during the 2018-2019 school year. The committee will convene by October 2018 with the objective of recommending a revised evaluation process by February 2019. Fifty percent of the committee will be comprised of HETA unit members selected by the Association. The remaining fifty percent will be comprised of District selected administrators. All committee meetings will be held after student instructional hours have concluded. A stipend will be offered to participants during non-work hours in accordance with the negotiated hourly stipend rate for certificated staff members.

Professional Development

Unit members in Preschool through grade 12 will have the opportunity to participate in one voluntary pre-service professional development day during the 2018-2019 school year at the per diem rate.

Please note: In this Memorandum of Understanding the term "per diem" refers to an individual unit member's daily rate of pay.

High School Parent-Teacher Conference Period Stipends

Unit members teaching grades 9-12 may schedule parent-teacher conferences after contracted work hours in order to discuss student progress. All conferences will be prescheduled by appointment and occur between the hours of 3:00 PM and 4:30 PM, or extended hours in consultation with site administrator. Pay for extended conference hours will be limited to a maximum of ten hours in accordance with the negotiated hourly stipend rate for certificated staff members.

PREPARE Preschool Program

The District is working towards proving equitable planning time comparable to other unit members.

Negotiations Reopening Clause

The Association reserves the right to reopen negotiations limited to Article IX should the state enacted budget have material changes in funding to education.

HEIA President Mr. George Amava.

elen E. Morgan, Supe

Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION AND THE HAWTHORNE SCHOOL DISTRICT September 27, 2018 N 8

The Hawthorne School District and the Hawthorne Educators and Teachers Association enter into this Memorandum of Understanding in acknowledgement of changes to the medical plans provided by the District. Effective November 1, 2018, the District will offer employees two HMO plans, which are Blue Cross Select HMO and Blue Cross Vivity HMO. The District will continue to offer the existing Blue Cross PPO and Kaiser plans.

10/3/18 Date

Mr. President George Amaya, HE

dent Dr. Helen E. Morgan,

Exhibit A 1 of 1 10-03-18

HAWTHORNE SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

2018 Certificated Layoffs

1. Parties and Conditions for Settlement

This Memorandum of Understanding ("MOU") shall apply to the 20 employees who timely filed a Request for Hearing and Notice of Participation in OAH Case No. 2018030926, and who have signed Attachment A to this MOU, thereby voluntarily withdrawing their Requests for Hearing and Notices of Participation. The provisions of this MOU will not take effect unless all 20 of the employees who have filed a Request for Hearing and a Notices of Participation in OAH Case No. 2018030926, have signed and returned this MOU by 4:00 p.m. on April 19, 2018. The Hawthorne School District ("District"), the Hawthorne Educators & Teachers Association (sometimes referred to as "HETA"), and the employees executing this MOU may be referred to herein as the "Parties."

2. Extension of Health Benefits

Employees who receive final notices of layoff will receive health benefit coverage through September 30, 2018.

3. Extension of Recall Rights

Laid off probationary employees will be entitled to reemployment rights for 39 months from the effective date of layoff, which is the last day of the 2017-2018 school year.

4. Waiver of Recall Rights

Within the 39-month reemployment period, laid off employees, who are under contract with another school district at the time of recall, will be entitled to waive their right to reemployment until the beginning of the next school year. Any employee who request such waiver will move to the bottom of the 39-month rehire list, regardless of seniority.

してあることで

A ALLERY AND ALLER STRATES

5. <u>Stipulation</u>

Respondents stipulate for the purpose of this proceeding that the District properly issued preliminary notices of layoff and statement of reduction in force, and has met all other jurisdictional requirements for the reduction in certificated services pursuant to Education Code sections 44949 and 44955.

6. Relation to Collective Bargaining Agreement

This MOU is understood to be a memorandum of understanding to the current Collective Bargaining Agreement between the District and HETA. No term or condition of the Collective Bargaining Agreement is amended by this MOU except as expressly provided herein.

7. Rescission of Requests for Hearing and Notices of Defense

With the execution of this MOU, the undersigned Respondents listed on Attachment A hereto each, freely and voluntarily, revoke their prior Requests for Hearing and Notices of Participation submitted, thus each one hereby waives his/her right to a hearing pursuant to Education Code Sections 44949 and 44955 in OAH Case No. 2018030926. Upon execution of this MOU by all Respondents, the District shall file notice with the Office of Administrative Hearings that this matter has been settled to the parties' mutual satisfaction and shall request that the hearing scheduled for April 23, 2013 be taken off calendar.

8. Counterparts

This Agreement may be executed in any number of counterparts, including facsimile and scanned signature pages, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

9. Final Layoff Resolution and Notices

The District's Governing Board may proceed to adopt a final layoff resolution and send final layoff notices to the employees noted in Attachment A hereto as receiving such notices. The Parties recognize that certain employees who are not Respondents in this matter and therefore not parties to this MOU may also receive final layoff notices.

AGREED:

Dated:

Shelley Rose, Assistant Superintendent Hawthorne School District

41918

George Amaya, President Hawthorne Educators & Teachers Association

ą

Systematics and a strategy with the second strategy and second strategy and second strategy and second s Second s Second seco

MEMORANDUM OF UNDERSTANDING BETWEEN THE HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION AND THE HAWTHORNE SCHOOL DISTRICT May 25, 2017

The following Memorandum of Understanding will be in effect for the 2017-2018 school year.

Minimum Day

TK-8 Schools shall adjust their schedules to accommodate 1:30 PM dismissal, in accordance with minimum instructional minutes, each Wednesday, to be used as planning periods and inservices for unit members. The scheduling of Wednesdays shall be as follows:

- One site meeting
 - o If the site meeting ends before 3:15 PM then the remaining time will be reserved for other site-based needs and/or teacher planning to be determined by the site administrator
- One staff development meeting
- One teacher planning
- One collaboration meeting based on site needs. Collaboration time to be in alignment with Sacred Time expectations.

Any fifth Wednesday in a month, in which all five Wednesday are working days, will be a teacher planning day. The District shall not require attendance at District-level meetings on the last two Wednesdays of each school year.

Students in grades TK through 8 shall be dismissed at 1:30 PM on the last day of the school year.

The conference periods for TK-8 will be two weeks for fall conferences, and one week for spring conferences, commencing with the 2017-18 school year. Dismissal will be at 2:00 PM during conference periods, with the exception of the regularly scheduled 1:30 PM Wednesday minimum day dismissal.

During the fall conference period, teachers are expected to meet with as many families as possible. During the spring conference period, teachers are expected to prioritize students according to teacher discretion. During conference periods, conferencing with families on an identified teacher planning day is at the teacher's discretion.

In the one week period immediately following issuance of progress reports, during semester 1 and semester 2, unit members in grades 9-12 may schedule parent-teacher conferences after contracted work hours in order to discuss student progress. All conferences will be prescheduled by appointment and occur between the hours of 3:00 PM - 4:30 PM, or extended hours in consultation with site administrator. Pay for extended hours will be in accordance with the negotiated hourly stipend rate for certificated staff members.

Professional Development

Unit members in Preschool through grade 12 will have the opportunity to participate in one voluntary pre-service professional development day at the per diem rate.

Please note: In this Memorandum of Understanding the term "per diem" refers to an individual unit member's daily rate of pay.

Unit members in grades 9-12 will have the opportunity to participate in one voluntary site based professional development day at the negotiated stipend rate. The site administrator, in consultation with site support staff, will be responsible for selecting the professional development date.

Helen Morgan, Superint



Hawthorne School District

Educational Excellence

MEMORANDUM OF UNDERSTANING BETWEEN THE HAWTHORNE EDUCATORS AND TEACHERS ASSOCIATION AND THE HAWTHORNE SCHOOL DISTRICT

BTSA

Based on available funding and action identification in the Local Control and Accountability Plan (LCAP), Hawthorne School District will reimburse employees enrolled in the BTSA program, as either a Year 1 or Year 2 teacher, effective July 1, 2014, \$1,000 in September of the following year if the employee has worked 75% or more of the previous school year and has continuous employment with the District.

If the program continues beyond 2015-16, and the employee has completed a one-year BTSA program since July 1, 2014, the employee will be reimbursed a maximum of \$3,000 over a 3-year period of time.

If the program continues beyond 2015-16, and the employee has completed a two-year BTSA program since July 1, 2014, the employee will be reimbursed a maximum of \$6,000 over a 6-year period of time.

Receipts must be submitted to the District Office prior to payment being issued.

Professional Development

For the 2015/2016 school year, the District will provide one staff development day for all bargaining unit members. The date will be August 24, 2015, and was determined in consultation with the Association.

Participation by bargaining unit members is voluntary.

There is no compensation for partial day attendance. In order to receive compensation for the staff development day, the bargaining unit member must attend the entire day.

Bargaining unit members shall receive compensation for attending a staff development day at their individual per diem (dally) rate.

George Amaya, HETA President

Dr. Helen Morgan, Superintendent

Date

Date

14120 S. Hawthome Blvd = Hawthome, CA 90250 = 310-676-2276 = 310-644-9216 fax

EXHIBITS

MASTER SALARY SCHEDULE TEACHERS 2023 - 2024 (Interim and Indefinite)

		Reg. Credential w/	Reg. Credential w/168	Reg. Credential w/184	Reg. Credential w/20
Year	Emergency Credential	less than 168 Units	Units OR MA	Units & MA	Units & MA
1	58,568	61,054	63,651	66,352	69,172
2	61,054	63,651	66,352	69,172	72,108
3	63,651	66,352	69,172	72,108	75,172
4	66,352	69,172	72,108	75,172	78,368
5	69,174	72,108	75,172	78,368	81,692
6	72,108	75,172	78,368	81,692	85,166
7	75,172	78,368	81,692	85,166	88,782
8	78,368	81,692	85,166	88,782	92,551
9	81,692	85,166	88,782	92,551	96,485
10	85,166	88,782	92,551	96,485	100,582
11	85,166	92,551	96,485	100,582	104,856
12	85,166	92,551	100,582	104,856	109,310
13	85,166	92,551	100,582	104,856	109,310
14	85,166	92,551	100,582	104,856	109,310
15	85,166	92,551	100,582	104,856	109,310
16	88,782	96,485	104,856	109,310	113,951
17	88,782	96,485	104,856	109,310	113,951
18	88,782	96,485	104,856	109,310	113,951
19	88,782	96,485	104,856	109,310	113,951
20	92,551	100,582	109,310	113,951	118,793
21	96,485	104,856	113,951	118,793	123,838
41.52	181 Days	181 Days	181 Days	181 Days	181 Days

*Effective July 1, 2000, anniversary increments shall no longer be applied. All future salary adjustments shall depend upon negotiated settlements. Future salary increases shall be based upon the unit members location on the salary schedule.

*For unit members hired on, or after, July 1, 2000, credit shall be given for ten (10) years of previous verified and eligible experience outside of Hawthorne. One of these increments may be for military experience. Creditable service may be given for non-public school experience, with the exception of parochial/private school experience.

*A unit member shall have taught at least seventy-five percent of the school year to advance a step on the salary schedule.

*Intent to complete requirements to move into another salary schedule column shall be received by the Human Resources Office by March 15th. Movement can be made only one time per year. Official transcripts must be provided to prove eligibility to move, if intent has been filed by the previous March 15th. No exceptions shall be made.

*Unit credit and degrees granted for advancement on the salary schedule shall only be accepted from accredited colleges and universities as recognized by the California Commission on Teacher Credentialing.

*Prior written approval must be obtained to receive credit for junior college courses and workshops.

*Unit members employed after March 27, 1991, who are on an emergency credential shall be placed on the first column. No progression will be made to another column until a preliminary credential or a clear credential is attained.

*Unit members hired prior to July 1, 2000, shall receive an annual stipend of \$2,250 to holders of a California bilingual credential (BCC, MSBE, BCLAD, SSBE, etc.) who teach in a primary language assignment. As of July 1, 2007, unit

members who hold a BCLAD, or equivalent, and it is required for their assignment shall receive an annual stipend of \$2,250.

*Effective July 1, 2021, unit members possesing special education credentials or certificates who are assigned to positions for which credentials and/or certificates are required shall receive an additional annual stipend as follows:

- (1) Resource Specialist \$1,500 annually
- (4) Early Childhood Special Education Tchr \$2,000 annually
- (2) Mild/Moderate SDC Tchr \$1,500 annually
- (5) Adapted Physical Education Tchr \$1,500 annually
- (3) Moderate/Severe SDC Tchr \$2,000 annually

*An annual stipend of \$2,000 shall be paid to National Board Certified Teachers, working in their area of expertise. *Effective July 1, 2016, an annual stipend of \$1,500 shall be paid to unit members who have earned an Ed.D or Ph.D.

		PPS Credential with 184	PPS Credential with 200
Year	PPS Credential	units and MA	units and MA
1	68,627	73,638	78,829
2	73,638	78,829	82,038
3	78,827	82,038	85,197
4	82,038	85,199	88,432
5	85,199	88,432	91,969
6	88,432	91,969	95,504
7	91,969	95,506	99,323
8	95,506	99,324	103,251
9	99,324	103,251	107,414
10	103,251	107,415	111,715
11	103,251	107,415	111,715
12	103,251	107,415	111,715
13	103,251	107,415	111,715
14	103,251	107,415	111,715
15	108,642	113,217	118,056
16	108,642	113,217	118,056
17	108,642	113,217	118,056
18	108,642	113,217	118,056
19	112,969	117,830	122,865
20	112,969	117,830	122,865
21	117,480	122,531	127,765
	188 days	188 days	188 days

MASTER SALARY SCHEDULE SCHOOL COUNSELORS/SCHOOL SOCIAL WORKERS (K - 8th grade) 2023 - 2024 (Interim and Indefinite)

*Effective July 1, 2000, anniversary increments shall no longer be applied. All future salary adjustments shall depend upon negotiated settlements.

*For unit members hired on, or after, July 1, 2000, credit shall be given for ten (10) years of previous verified and eligible experience outside of Hawthorne. One of these increments may be for military experience. No credit shall be given for parochial, private or non-public school experience.

*A unit member shall have taught at least seventy-five percent of the school year to advance a step on the salary schedule. *Intent to complete requirements to move into another salary schedule column shall be received by the Human Resources Office by March 15th. Movement can be made only one time per year. Official transcripts must be provided to prove eligibility to move, if intent has been filed by the previous March 15th. No exceptions shall be made.

*Unit credit and degrees granted for advancement on the salary schedule shall only be accepted from accredited colleges and universities as recognized by the California Commission on Teacher Credentialing.

*Prior written approval must be obtained to receive credit for junior college courses and workshops.

*Unit members employed after March 27, 1991, who are on an emergency credential shall be placed on the first column. No progression will be made to another column until a preliminary credential or a clear credential is attained.

*Effective July 1, 2016, an annual stipend of \$1,500 shall be paid to unit members who have earned an Ed.D or Ph.D.

Year	DBC Credential	PPS Credential with 184	
	PPS Credential	units and MA	units and MA
1	73,008	78,338	83,859
2	78,338	83,859	87,275
3	83,859	87,275	90,636
4	87,275	90,637	94,076
5	90,637	94,076	97,838
6	94,076	97,838	101,601
7	97,838	101,602	105,661
8	101,602	105,664	109,841
9	105,664	109,841	114,269
10	109,841	114,270	118,845
11	109,841	114,270	118,845
12	109,841	114,270	118,845
13	109,841	114,270	118,845
14	109,841	114,270	118,845
15	115,577	120,444	125,592
16	115,577	120,444	125,592
17	115,577	120,444	125,592
18	115,577	120,444	125,592
19	120,179	125,349	130,705
20	120,179	125,349	130,705
21	124,979	130,353	135,921
	200 Days	200 Days	200 Days

MASTER SALARY SCHEDULE HIGH SCHOOL COUNSELORS/HIGH SCHOOL SOCIAL WORKERS 2023 - 2024 (Interim and Indefinite)

*Effective July 1, 2000, anniversary increments shall no longer be applied. All future salary adjustments shall depend upon negotiated settlements.

*For unit members hired on, or after, July 1, 2000, credit shall be given for ten (10) years of previous verified and eligible experience outside of Hawthorne. One of these increments may be for military experience. No credit shall be given for parochial, private or non-public school experience.

*A unit member shall have taught at least seventy-five percent of the school year to advance a step on the salary schedule. *Intent to complete requirements to move into another salary schedule column shall be received by the Human Resources Office by March 15th. Movement can be made only one time per year. Official transcripts must be provided to prove eligibility to move, if intent has been filed by the previous March 15th. No exceptions shall be made.

*Unit credit and degrees granted for advancement on the salary schedule shall only be accepted from accredited colleges and universities as recognized by the California Commission on Teacher Credentialing.

*Prior written approval must be obtained to receive credit for junior college courses and workshops.

*Unit members employed after March 27, 1991, who are on an emergency credential shall be placed on the first column. No progression will be made to another column until a preliminary credential or a clear credential is attained.

*Effective July 1, 2016, an annual stipend of \$1,500 shall be paid to unit members who have earned an Ed.D or Ph.D.

MASTER SALARY SCHEDULE PSYCHOLOGISTS 2023 - 2024 (Interim and Indefinite)

YEAR	PSYCHOLOGISTS
1	102,364
2	104,922
3	107,545
4	110,237
5	112,992
6	115,813
7	118,708
	190 days

*Creditable service may be given for non-public school experience, with the exception of parochial/private school experience.

*A sick leave allowance of eleven (11) days per school year shall be earned.

*An anniversary increment of \$1,500 shall be allowed after the completion of 15 years, 20 years, and 25 years of service. At least twelve (12) of these years of service shall have been with the Hawthorne School District. *Effective 7/1/16 a \$1,500 annual stipend shall be paid to unit members who have earned an Ed.D or Ph.D.

Schedule A

MASTER SALARY SCHEDULE STIPENDS 2023 - 2024 (Interim and Indefinite)

ATHLETIC DIRECTOR (HMSA) 4,000

ATHLETIC HEAD COACH (HMSA) 3,000

ATHLETIC ASST. COACH I (HMSA) 1,500

AHTLETIC ASST. COACH II (HMSA) 1,000

DEPARTMENT CHAIRS (HMSA) 1,500

ADMINISTRATIVE DESIGNEE 1,500

GATE LIAISON 1,500

MASTER SALARY SCHEDULE FOR SUBSTITUTE AND ADDITIONAL ASSIGNMENTS FOR CONTRACT TEACHERS 2023 - 2024 (Interim and Indefinite)

SUBSTITUTE SALARY FOR CONTRACT TEACHERS:	RATE
Hourly Stipend	\$50.00 Per Hour*
Extended Year	\$50.00 Per Hour**
Full-Day Professional Development Stipend	\$225.00 Per Day***

*Professional Development, Unit Planning, Data Analysis, Collaboration, After-School Classes

**Summer School, Special Education Extended School Year

***Full Day Professional Development on non-work days (i.e. summer, breaks, and Saturdays)

NOTE: If a unit member's Before/After School Class is scheduled anytime during the unit member's contract day (8:15 a.m. to 3:15 p.m.), the unit member's contract time must be made up that day

MASTER SALARY SCHEDULE EXTENDED YEAR PROGRAMS 2023 - 2024 (Interim and Indefinite)

POSITION	RATE
Administrator*	Hourly per diem
Administrative Designee**	Hourly stipend rate
Preschool Diagnostic Specialist	Hourly per diem
Speech and Language Pathologist	Hourly per diem
Contract Teacher	Hourly stipend rate

*Must currently hold Administrative position

**Must currently hold an Administrative Services Certificate of Eligibility

		Reg. Credential w/184	
Year	Units OR MA	Units & MA	Units & MA
1	63,651	66,352	69,172
2	66,352	69,172	72,108
3	69,172	72,108	75,172
4	72,108	75,172	78,368
5	75,172	78,368	81,692
6	78,368	81,692	85,166
7	81,692	85,166	88,782
8	85,166	88,782	92,551
9	88,782	92,551	96,485
10	92,551	96,485	100,582
11	96,485	100,582	104,856
12	100,582	104,856	109,310
13	100,582	104,856	109,310
14	100,582	104,856	109,310
15	100,582	104,856	109,310
16	104,856	109,310	113,951
17	104,856	109,310	113,951
18	104,856	109,310	113,951
19	104,856	109,310	113,951
20	109,310	113,951	118,793
21	113,951	118,793	123,838
	181 Days	181 Days	181 Days

MASTER SALARY SCHEDULE SPEECH AND LANGUAGE PATHOLOGISTS (181 DAYS) 2023 - 2024 (Interim and Indefinite)

*Effective July 1, 2000, anniversary increments shall no longer be applied. All future salary adjustments shall depend upon negotiated settlements. Future salary increases shall be based upon the unit members location on the salary schedule.

*For unit members hired on, or after, July 1, 2000, credit shall be given for ten (10) years of previous verified and eligible experience outside of Hawthorne. One of these increments may be for military experience. Creditable service may be given for non-public school experience, with the exception of parochial/private school experience.

*A unit member shall have taught at least seventy-five percent of the school year to advance a step on the salary schedule. *Intent to complete requirements to move into another salary schedule column shall be received by the Human Resources

Office by March 15th. Movement can be made only one time per year. Official transcripts must be provided to prove eligibility to move, if intent has been filed by the previous March 15th. No exceptions shall be made.

*Unit credit and degrees granted for advancement on the salary schedule shall only be accepted from accredited colleges and universities as recognized by the California Commission on Teacher Credentialing.

*Prior written approval must be obtained to receive credit for junior college courses and workshops.

*An annual stipend of \$2,000 shall be paid to Speech and Language Pathologists who hold a Certificate of Clinical Competence. *Effective July 1, 2016, an annual stipend of \$1,500 shall be paid to unit members who have earned an Ed.D or Ph.D.

	Reg. Credential w/168	Reg. Credential w/184	Reg. Credential w/200
Year	Units OR MA	Units & MA	Units & MA
1	69,278	72,217	75,287
2	72,217	75,287	78,482
3	75,287	78,482	81,817
4	78,482	81,817	85,296
5	81,817	85,296	88,913
6	85,296	88,913	92,694
7	88,913	92,694	96,630
8	92,694	96,630	100,732
9	96,630	100,732	105,014
10	100,732	105,014	109,473
11	105,014	109,473	114,125
12	109,473	114,125	118,973
13	109,473	114,125	118,973
14	109,473	114,125	118,973
15	109,473	114,125	118,973
16	114,125	118,973	124,024
17	114,125	118,973	124,024
18	114,125	118,973	124,024
19	114,125	118,973	124,024
20	118,973	124,024	129,294
21	124,024	129,294	134,785
	197 Days	197 Days	197 Days

MASTER SALARY SCHEDULE SPEECH AND LANGUAGE PATHOLOGISTS (197 DAYS) 2023 - 2024 (Interim and Indefinite)

*Effective July 1, 2000, anniversary increments shall no longer be applied. All future salary adjustments shall depend upon negotiated settlements. Future salary increases shall be based upon the unit members location on the salary schedule.

*For unit members hired on, or after, July 1, 2000, credit shall be given for ten (10) years of previous verified and eligible experience outside of Hawthorne. One of these increments may be for military experience. Creditable service may be given for non-public school experience, with the exception of parochial/private school experience.

*A unit member shall have taught at least seventy-five percent of the school year to advance a step on the salary schedule. *Intent to complete requirements to move into another salary schedule column shall be received by the Human Resources Office by March 15th. Movement can be made only one time per year. Official transcripts must be provided to prove eligibility to move, if intent has been filed by the previous March 15th. No exceptions shall be made.

*Unit credit and degrees granted for advancement on the salary schedule shall only be accepted from accredited colleges and universities as recognized by the California Commission on Teacher Credentialing.

*Prior written approval must be obtained to receive credit for junior college courses and workshops.

*An annual stipend of \$2,000 shall be paid to Speech and Language Pathologists who hold a Certificate of Clinical Competence. *Effective July 1, 2016, an annual stipend of \$1,500 shall be paid to unit members who have earned an Ed.D or Ph.D.

EXHIBIT "B" HAWTHORNE SCHOOL DISTRICT Grievance Form – Level I (IMMEDIATE SUPERVISOR)

<u>Submission</u>	n of Complaint:	
Employee	Name:	School:
	t of Grievance	
		violated and date of occurrence:
Specific R	emedy Sought:	
	Date	Employee's Signature
Immediat	e Supervisor's Response:	
	Date	Signature
Original 3 Copies	- Immediate Supervisor - Immediate Supervisor Return to Grievant - Assistant Superintendent, Human Resource - File	es 8

EXHIBIT "B" HAWTHORNE SCHOOL DISTRICT

Grievance Form – Level II (APPEAL TO ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES)

Response	for Response for Appeal:	
Specific Re	medy Sought:	
2 2 2		
	Date	Employee's Signature
	letion of this section, the Grievant shall present a connection of this section, the Grievant shall present a co	
Assistant S	uperintendent of Human Resources (or Designee) Re	esponse:
507= dz =	Date	Employee's Signature
Original 3 Copies	 Assistant Superintendent, Human Resources Immediate Supervisor Return to Grievant File 	

EXHIBIT "B" HAWTHORNE SCHOOL DISTRICT

Grievance Form - Level III (APPEAL TO SUPERINTENDENT)

Upon completion of this section, the Grievant shall present a copy of the original Grievance Form, a copy of the Appeal Grievance Form Level II, and this form to the Superintendent.

I hereby request that the grievance outlined on the attachments be reviewed for decision by the Superintendent of Schools.

Reason fo	r Appeal:	
<u> </u>		
	Date	Employee's Signature
Superinte	ndent (or Designee) Response:	
<u> </u>	Date	Employee's Signature
Original 3 Copies	- Superintendent - Return to Grievant - Assistant Superintendent, Human Resour - File	ces
		40

EXHIBIT "B" HAWTHORNE SCHOOL DISTRICT

Grievance Form - Level IV (APPEAL TO THE BOARD OF TRUSTEES)

Upon completion of this section, the Grievant shall present a copy of the original Grievance Form, a copy of the Appeal Grievance Form Level II and Level III, and this form to the Board of Trustees.

I hereby request that the grievance outlined on the attachments be reviewed for decision by the Board of Trustees.

Reason for Appeal:

Date

Employee's Signature

Board of Trustees (or Designee) Response:

Date

Employee's Signature

Original - Board of Trustees

3 Copies - Return to Grievant

- Assistant Superintendent, Human Resources

- File

EXIBIT "C"

Health and Welfare Insurance Benefits

	MONTHLY	YEARLY	RETIREE
Medical Insurance			
Blue Cross PPO			
Composite Rate *	\$2,153.72	\$25,844.64	\$985.88
Blue Cross Select HMO			
Composite Rate *	\$2,149.76	\$25,797.12	\$945.75
Blue Cross Vivity HMO			
Composite Rate *	\$2,078.35	\$24,940.20	\$914.33
Kaiser			
Composite Rate *	\$1,475.98	\$17,711.76	\$760.70
Dental Insurance			
Delta Dental	\$43.70	\$524.40	
Coverage for Employee Only			
United Concordia Dental	\$45.61	\$547.32	
Coverage for Employee and Dependents			
Vision			
Medical Eye Services			
Coverage for Employee only	\$5.98	\$71.76	
Dependent coverage paid by employee			

Cost for 1 dependent \$11.45: 2 or more is \$14.85 per month

NOTES:

These rates are effective from October 1, 2023 through September 30, 2024

Medical Insurance will be provided for the Retiree until age 65. Retiree may pay for continuous spouse coverage on a month-to-month basis.

*Composite rate – Subject to change at the end of the contract year.

EMPLOYEE ASSISTANCE SERVICE FOR EDUCATION:

Los Angeles County School - Joint Powers Agreement

Provides employees and their families with systematic and confidential referrals to various private and public agencies for behavioral and/or medical assistance.

DUAL SPOUSAL COVERAGE

When dual spousal coverage is provided by the District, a spouse may elect to forfeit his/her coverage in favor of a \$100.00/month incentive. (Application to be determined, e.g. TSA)

*Composite rate - Subject to change at the end of the contract year.

Effective March 1, 2015, each bargaining unit member will pay twenty-five dollars (\$25) per month through June 30, 2015 towards the health benefits package

The amount established for the 2014-2015 school year will remain in effect for future years unless further modifications are implemented through the meet and negotiations process.

Effective July 1, 2015, the annual bargaining unit member contribution towards the health benefits package will be a total of three hundred dollars (\$300) for each 12-month period per bargaining unit member. Deductions will be equally divided amount the individual's annual pay periods.

EXHIBIT "D"

Organization Security Language

1. Dues Deduction

- 1.1 The right of payroll deduction for payment or organizational dues shall be accorded to the Association. Association unit members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
- 1.2 Pursuant to authorization by the unit member, the Board of Trustees shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 1.3 With respect to all sums deducted by the Board of Trustees pursuant to authorization of the unit member, for membership dues, the Board agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

2. Maintenance of Membership

2.1 The Association and the Board of Trustees agree that any unit member who is a member of the Association at the time this Agreement becomes effective, or who enrolls during the term of the Agreement, shall maintain such membership from year to year unless revoked in writing between July 1st and July 31st of the year in which this Agreement terminates. The Board of Trustees shall guarantee said maintenance of membership to the Association by enforcing payment of dues by members required under the terms set forth above and provisions of the California Education Code and Government Code section 3540.1 (1)(1).

3. Fair Share

3.1 Any unit member who is a member of the HETA, 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. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members 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.

- 3.2 Any unit member who is not a member of the HETA, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues. Initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in the same manner as set forth in section 3.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 3.3 Any unit member 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 HETA, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 50 (c) (3) of Title 26 of the Internal Revenue Code:
 - 3.3.1 (For example: <u>Foundation to Assist California Teachers</u>)

Such payment shall be made on or before (same date as cash dues/fees) of each school year.

3.4 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 Section 3.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 3.1 and 3.2 above. Proof of 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 (same date as cash dues/fees) of each school year.

- 3.5 With respect to all sums deducted by the District pursuant to Sections 3.1 and 3.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 3.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 3 of this Article.

EXHIBIT "E"

Unit Member Evaluation Procedures

PURPOSE OF UNIT MEMBER EVALUATION

The purpose of an effective evaluation system is to inform, instruct and improve teaching and learning; to provide educators with meaningful feedback on areas of strength and where improvement is needed; and to ensure fair and evidence-based employment decisions. On-going communication between the unit member and the administrator is essential. Evaluations are intended to provide documentation of a unit member's performance in their assignment. The evaluation process shall be aligned with the California Standards for the Teaching Profession.

AREAS OF EVALUATION

Unit members will be evaluated in accordance with the California Standards for the Teaching Profession or other objectives appropriate for their designated position:

- Standard 1: Engaging and Supporting All Students in Learning
- Standard 2: Creating and Maintaining Effective Environments for Student Learning
- Standard 3: Understanding and Organizing Subject Matter for Student Learning
- Standard 4: Planning Instruction and Designing Learning Experiences for All Students
- Standard 5: Assessing Student Learning
- Standard 6: Developing as a Professional Educator
- Standard 7: Adjunct Duties

Pursuant to Education Code 44662, unit member performance will be assessed as the California Standards for the Teaching Profession relate to:

- a. the progress of students toward the standards of expected student achievement at each grade level in each area of study established by the Board of Trustees
- b. the state adopted academic content standards and the District adopted curriculum standards as measured by state adopted criterion-referenced assessments
- c. the instructional techniques and strategies used by the unit member
- d. adherence to curricular objectives and standards
- e. the establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities

HAWTHORNE SCHOOL DISTRICT PHILOSOPHY

We believe...

- Students are the focus of all decisions.
- All students, parents, staff and community members are empowered, supported and held accountable for their role in the educational process.
- A personal commitment to excellence is expected of all students, parents, staff and community members.
- A safe, innovative and supportive learning environment is maintained where resources are allocated to support social-emotional well-being, student learning, technology and collaboration.
- Local businesses, private and public agencies and the entire community are integral partners in the educational process.
- All individuals are valued and treated with dignity, courtesy and respect.

In support of these beliefs and in order to promote continuous professional growth:

All non-tenured unit members shall be evaluated every year.

All tenured unit members with less than ten (10) years of service with the District shall be evaluated every other year, unless they have been referred to the Peer Assistance and Review (PAR) Program, in which case the unit member shall be evaluated every year until the unit member is no longer participating in the PAR Program. All tenured unit members with at least ten (10) years of service with the District and whose previous evaluation rated the unit member as "Partially Meets" or "Unsatisfactory" in one (1) or more of the seven (7) California Standards for the Teaching Profession, shall be evaluated every other year. The every other year evaluation shall be based on the unit member's year of hire (either odd or even numbered years).

All tenured unit members with at least ten (10) years of service with the District and whose previous evaluation rated the unit member as "Meets" in all seven (7) California Standards for the Teaching Profession, shall be evaluated every five (5) years, if the administrator and the unit member agree. Either the unit member or the administrator may withdraw consent to this provision at any time.

ANNUAL TIMELINE FOR UNIT MEMBER EVALUATION

August/September	Orientation All unit members will participate in an initial orientation to the evaluation process, which will include an overview of procedures and timelines. Performance expectations will be shared with all unit members by their administrator during the orientation.
September	Initial Planning Conference When the school year begins, all unit members will complete the Initial Planning Conference Form and conference with their administrator.
January	Mid-Year Progress Conference The Mid-Year Progress Conference provides an opportunity for the unit member being evaluated and the administrator to meet and share observations, assessments, recommendations, and modifications regarding the Implementation Plan.
	All unit members who are being evaluated will meet will participate in a Mid-Year Progress Conference with their administrator.
Мау	Individual Performance Evaluation All unit members who are being evaluated will receive an Individual Performance Evaluation Form and conference with their administrator no later than thirty (30) calendar days before the unit member's last school day on the District-adopted calendar. Tenured unit members who are not being evaluated may schedule a conference with their administrator to review their progress, if agreed to by both parties.
	Tenured unit members who receive an "Unsatisfactory" rating in one (1) or more of the evaluation areas on the Individual Performance Evaluation based upon the California Standards for the Teaching Profession shall be referred to the Peer Assistance and Review (PAR) Program. Tenured unit members referred to the PAR Program will be evaluated annually until the unit member receives "Partially Meets District Standards" (in no more than two elements of a Standard) or "Meets District Standards" ratings on the unit member's Individual Performance Evaluation or is separated from the District (Education

Code 44664). The administrator will refer the unit member to the PAR Program on the Individual Performance Evaluation.

Tenured unit members who receive a "Partially Meets District Standards" on three (3) or more of the evaluation areas on the Individual Performance Evaluation based upon the California Standards for the Teaching Profession may voluntarily agree to participate in the PAR Program and shall be evaluated the following school year.

In the absence of designated and adequate state funding to maintain the PAR Program as outlined in Article VII of this Agreement, the District will utilize support staff to provide additional support to unit members who have been referred to the PAR Program, to the extent possible.

The Individual Performance Evaluation Form, for unit members being evaluated, will be submitted to the Human Resources Office and will be placed in the unit member's personnel file.

EXPLANATION OF FORMS AND PROCEDURES

Forms Used in the Unit Member Evaluation System

- A. Initial Planning Conference Form
- B. Observation Form
- C. Individual Performance Evaluation Form

A. Initial Planning Conference Form

Prior to attending the Initial Planning Conference, each unit member shall summarize the implementation process (Implementation Plan) to be used during the school year for each of the California Standards for the Teaching Profession using the Initial Planning Conference Form. The unit member shall bring a draft of the Initial Planning Conference Form to a conference with their administrator, during which the Implementation Plan shall be finalized in collaboration with the administrator. Observations and evaluations will not be limited to the elements addressed in the Implementation Plan.

B. Observation Forms

Informal Observations

The administrator will complete the Informal Observation Form after observing the unit member, in an appropriate setting, for a minimum of five (5) minutes. An informal observation will be conducted at least two (2) times per year for each unit member. At least one (1) informal observation will be completed by the administrator prior to the Mid-Year Progress Conference. Advance notice is not given for informal observations. The unit member has the right to attach a formal written response to the observation. A copy of the Informal Observation Form will be given to the unit member within seven (7) working days of the observation and a copy will be placed in the administrator's file.

The Informal Observation Form will also be used to document general concerns for any unit member, using a designation of "Other" on the form.

Formal Observations

The administrator will complete the Formal Observation Form after observing the unit member, in an appropriate setting, for a minimum of twenty (20) minutes. Advance notice is given for formal observations. The administrator or unit member may request a follow-up conference to discuss the formal observation. The unit member has the right to attach a formal written response to the observation. A copy of the Formal Observation Form will be given to the unit member within seven (7) working days of the observation and a copy will be placed in the administrator's file.

Data from these observations, along with other information gathered throughout the year, will be used to assist in completing the unit member's Individual Performance Evaluation.

C. Individual Performance Evaluation Form

The administrator shall conference with and present the completed Individual Performance Evaluation Form to each unit member being evaluated. The Individual Performance Evaluation Form shall reflect the unit member's performance in meeting the unit member's Implementation Plan and the California Standards for the Teaching Profession or other objectives appropriate for their designated position. The Individual Performance Evaluation must be completed and discussed with the unit member not later than thirty (30) calendar days before the unit member's last school day on the District-adopted calendar. The unit member has the right to attach a formal written response to the Individual Performance Evaluation. Unit members who are evaluated using alternate Individual Performance Evaluation forms (instructional coaches, special projects teachers, psychologists, speech and language pathologists, counselors, deans, etc.) are only required to receive the Individual Performance Evaluation, although observations can be recorded for these unit members using the Informal Observation Form. The following forms represent the agreed-upon elements to be contained within each, but the format of the forms themselves may change as technological efficiencies become more readily available.

H	Hawthorne School District Initial Planning Conference Form	strict ce Form	Page 1 of 3
The Initial Planning Conference Form serves the purpose of guiding a conversation between the unit member and her/his administrator. In completing the form, the unit member shall identify planned actions related to the selected schoolwide focus element and also select one element and identify planned actions for each of the California Standards for the Teaching Profession (CSTP). Observations and evaluations will not be limited to just the elements included on this form.	iding a conversation between the ed schoolwide focus element and i bservations and evaluations will r	e of guiding a conversation between the unit member and her/his administrator. In completing the form, ti selected schoolwide focus element and also select one element and identify planned actions for each of STP), Observations and evaluations will not be limited to just the elements included on this form.	In completing the form, the inned actions for each of ded on this form.
Unit Member's Name: As	Assignment:	School:	School Year:
Reflection on Experience from Prior Year:			
Schoolwide Focus Element (selected by Administrator)			
Action(s) to be implemented to achieve selected Schoolwide Focus Element:	ocus Element:		
Standard 1 - Engaging and Supporting All Students in Learning	arning		
Action(s) to be implemented to achieve selected element from Standard 1:	Standard 1:		

	Initial Planning Conference Form	Form	Page 2 of 3
Unit Member's Name:	Assignment:	School: Sc	School Year:
Standard 2 - Creating and Maintaining Effective Environments for Student Learning	ctive Environments for Student Learning		
Action(s) to be implemented to achieve selected element from Standard 2:	ed element from Standard 2:		
Standard 2 - Inderetanding and Organizing Subject	Subject Matter for Student I earning		
Stanuaru 5 - Chueistanunig and Cigameni			
Action(s) to be implemented to achieve selected element from Standard 3:	ed element from Standard 3:		
Standard 4 - Planning Instruction and Desig	Standard 4 - Planning Instruction and Designing Learning Experiences for All Students		
Action(s) to be implemented to achieve selected element from Standard 4:	ed element from Standard 4:		

	Initial Planning Conference Form	ference Form	Page 3 of 3	_
Unit Member's Name:	Assignment:	School:	School Year:	1
Standard 5 - Assessing Students for Learning				
Action(s) to be implemented to achieve selected element from Standard 5:	nent from Standard 5:			
Standard 6 - Developing as a Professional Educator	tor			
Action(s) to be implemented to achieve selected element from Standard 6:	sent from Standard 6:			
Ctandard 7 Adirand Distant				
Standard / - Adjunct Dutles				
Action(s) to be implemented to achieve selected element from Standard 7:	nent from Standard 7:			-
		يريفهم مراري والمحاطة الأعدار		
Administrator's Signature	Date	Unit Member's Signature	e Uate	

		-					 		
Page 1 of 3	rator. In completing the form, the the Individual Performance	School Year:							
Hawthorne School District Support Staff Initial Planning Conference Form	The Initial Planning Conference Form serves the purpose of guiding a conversation between the unit member and her/his administrator. In completing the form, the unit member shall identify planned actions related to the selected schoolwide focus element and also select seven objectives from the Individual Performance Evaluation. Observations and evaluations will not be limited to just the objectives included on this form.	Unit Member's Name: Assignment: School:	Reflection on Experience from Prior Year:	Schoolwide Focus Element (selected by Administrator)	Action(s) to be implemented to achieve selected Schoolwide Focus Element:		Objective: Action(s) to be implemented to achieve selected objective:		

Support Unit Member's Name:	Hawthorne School District Support Staff Initial Planning Conference Form Assignment: School:	trict nference Form School:	Page 2 of <u>3</u> School Year:
Action(s) to be implemented to achieve selected objective:			
Objective:			
Action(s) to be implemented to achieve selected objective:			
		10	
Objective:			
Action(s) to be implemented to achieve selected objective:			

Suppor	Hawthorne t Staff Initial P	Hawthorne School District Support Staff Initial Planning Conference Form	Page 3 of 3
Unit Member's Name:	Assignment:	School:	School Year:
Objective:			
Action(s) to be implemented to achieve selected objective:			
Objective:			
Action(s) to be implemented to achieve selected objective:			
Objective:			
Action(s) to be implemented to achieve selected objective:			
فالمتعلم فتعطعهما	ctor C		Data
Administrator s bignature	Uale		nale

					-	U	1000 C	-		
2										
oť										
							1			
e 7										
Page										
		Other								
	i.	Ô								
	School:	نيا د								
	0)	vatio								
		bser								
		nal C								
_		Informal Observation								
Hawthorne School District Informal Observation Form	Time:									
istr F										
	1									
vat) nts							
Hawthorne School District Iformal Observation For			Indards for the Teaching Profession: Engaging and Supporting All Students in Learning Creating and Maintaining Effective Environments for Student Learning Understanding and Organizing Subject Matter for Student Learning Planning Instruction and Designing Learning Experience for All Students Assessing Student Learning Developing as a Professional Educator Adjunct Duties							
D p	Date:		indards for the Teaching Profession: Engaging and Supporting All Students in Learning Creating and Maintaining Effective Environments for Student Learning Understanding and Organizing Subject Matter for Student Learning Planning Instruction and Designing Learning Experience for All Stuc Assessing Student Learning Developing as a Professional Educator Adjunct Duties							
al (Ő		uder ent L ce for							
T T	1		or Stude Stude							
f Ha		, ved:	rning ents f Expe							
-		bsen	Lear onme natte					1		
		Subject Observed:	Indards for the Teaching Profession: Engaging and Supporting All Students in Learning Creating and Maintaining Effective Environments f Understanding and Organizing Subject Matter for Planning Instruction and Designing Learning Expe Assessing Student Learning Developing as a Professional Educator Adjunct Duties)(s):				l(s):	
		Subje	Indards for the Teaching Profession: Engaging and Supporting All Students i Creating and Maintaining Effective Envi Understanding and Organizing Subject Planning Instruction and Designing Lea Assessing Student Learning Developing as a Professional Educator Adjunct Duties		latior				lation	
			Prof All S All S Effec izing esig esig nal E		menc				menc	
			hing rting ing l nnd ⊡ sarnii essio		com				COM	
			Teac uppo nd O tion a tion a Profe		s)/Re				s)/Re	
			the d Ma d Ma struc Stude as a as a		tion(tion(
			s for ing an ing an ing S sing S ping t Dut		enda				enda	
	lame		indards for the Teaching Pl Engaging and Supporting All Creating and Maintaining Eff Understanding and Organizi Planning Instruction and Des Assessing Student Learning Developing as a Professiona Adjunct Duties	ut	mmo		1	÷	mmo	
	er's N	 1	ĂŎĂĿĔĊŨ Ĕ	leme	nd C		5	leme	nd C	
	emb(men	rnia ard 1 ard 2 ard 3 ard 5 ard 5 ard 5 ard 7	ing E	ice a			пg П	ice a	
	Unit Member's Name:	Assignment:	California Standards for the Teaching Profession: Standard 1: Engaging and Supporting All Students i Standard 2: Creating and Maintaining Effective Envi Standard 3: Understanding and Organizing Subject Standard 4: Planning Instruction and Designing Lea Standard 5: Assessing Student Learning Standard 6: Developing as a Professional Educator Standard 7: Adjunct Duties	Teaching Element:	Evidence and Commendation(s)/Recommendation(s):			Teaching Element:	Evidence and Commendation(s)/Recommendation(s):	
	D	<	σονονοσο	Ľ	ш			Ē	ш	

Info	Informal Observation Form			Page 2 of 2
Unit Member's Name:	Date:	Time:	School:	
Teaching Element:				
Evidence and Commendation(s)/Recommendation(s):				
Teaching Element:				
C. it accord of the second strength of the se				
Evidence and Commendation(s)/recontinueridation(s).				
Teaching Element:				
Evidence and Commendation(s)/Recommendation(s):				

Administrator's Signature

Date

Hawthorne School District Formal Observation Form

Page <u>1</u> of <u>4</u>

Uni	t Member:		Date:	Grade:			
Sch	ool:		Time:	Subject:			
M =	Meets District Standards	P = Partially Meets	District Standards	U = Unsatisfactory			
Star	ndards not marked were not	considered for obser	vation at this time.				
STAN	DARD 1 - Engaging and Sup	porting All Students i	in Learning	the second s	M	P	U
1.1	Using knowledge of students t	to engage them in learn	ning				
1.2	Connecting learning to studen	ts' prior knowledge, ba	ckgrounds, life experier	nces, and interests			
1.3							
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs							
1.5 Promoting critical thinking through inquiry, problem solving, and reflection							
1.6 Monitoring student learning and adjusting instruction while teaching							
Evide	nce, comments, and recommer	ndations for any mark o	of partially meets or uns	atisfactory/commendations:			

STAN	IDARD 2 – Creating and Maintaining effective environments for student learning	M	Ρ	U
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and			
	respectfully			
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage			
	constructive and productive interactions among students			
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe			
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students			
2.5	Developing, communicating, and maintaining high standards for individual and group behavior			
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
2.7	Using instructional time to optimize learning			

Evidence, comments, and recommendations for any mark of partially meets or unsatisfactory/commendations:

Hawthorne School District Formal Observation Form

Page <u>2</u> of <u>4</u>

Uni	t Member:	Date:	School:			
STAI	NDARD 3 – Understanding and organizing subjec	t matter for student lear	ning	M	Ρ	U
3.1	Demonstrating knowledge of subject matter, acade	mic content standards, ar	nd curriculum frameworks			
3.2	Applying knowledge of student development and p	roficiencies to ensure stud	dent understanding of subject matter			
3.3	Organizing curriculum to facilitate student understa	nding of the subject matte	Pr			
3.4	Utilizing instructional strategies that are appropriate	e to the subject matter				
3.5	Using and adapting resources, technologies, and s materials, to make subject matter accessible to all	students				
3.6	Addressing the needs of English learners and stud	ents with special needs to	provide equitable access to the content			

STAN	NDARD 4 – Planning instruction and designing learning experiences for all students	M	Ρ	U
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction			
4.2	Establishing and articulating goals for student learning			<u> </u>
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning			
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students			
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students			

Evidence, comments, and recommendations for any mark of partially meets or unsatisfactory/commendations:

Hawthorne School District Formal Observation Form

Page <u>3</u> of <u>4</u>

Uni	t Member: Date: School:			
STAI	NDARD 5 – Assessing student learning	M	P	U
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments			
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction	1		1
5.3	Reviewing data, both individually and with colleagues, to monitor student learning			
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families				
	NDARD 6 – Developing as a professional educator	Μ	P	U
6.1	Reflecting on teaching practice in support of student learning			
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development			

0.1	Relieding of teaching practice in support of student learning	1	
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development		
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning		
6.4	Working with families to support student learning		
6.5	Engaging local communities in support of the instructional program	1	
6.6	Managing professional responsibilities to maintain motivation and commitment to all students		
6.7	Demonstrating professional responsibility, integrity, and ethical conduct		

Evidence, comments, and recommendations for any mark of partially meets or unsatisfactory/commendations:

Hawthorne School District Formal Observation Form

Page _4 of _4

Unit	Member:	Date:	School:			
STAN	IDARD 7 – Adjunct duties			M	P	U
7.1	Following district/school policies, pro	ocedures, and regulations				
7.2	Fulfilling related duties					
Evide	nce, comments, and recommendatio	ns for any mark of partially meets or uns	atisfactory/commendations:			
						1

Summative Comments:

Administrator's Signature

Date

Hawthorne School District INDIVIDUAL PERFORMANCE EVALUATION	ol District SE EVALUATION		Page 1 of 2
Unit Member's Name:	Temp Prob I	Prob II	Tenured
School: Assignment:		School Year:	
M = Meets District Standards P = Partially Meets District Standards U =	U = Unśatisfactory		
STANDARD 1 – Engaging and Supporting All Students in Learning Evidence and Commendation(s)/Recommendation(s):			
STANDARD 2- Creating and Maintaining Effective Environments for Student Learning	dent Learning		⊃
Evidence and Commendation(s)/Recommendation(s):			
STANDARD 3 – Understanding and Organizing Subject Matter for Student Learning	nt Learning		
Evidence and Commendation(s)/Recommendation(s):			
STANDARD 4 – Planning Instruction and Designing Learning Experiences for All Students	s for All Students		> [] 4 [] 8 []
Evidence and Commendation(s)/Recommendation(s):			

	Hawthorne School District INDIVIDUAL PERFORMANCE EVALUATION	chool District	NOI		Page 2 of	5
Unit Member's Name:	Assignment:	School:	0;		School Year:	
\mathbf{M} = Meets District Standards \mathbf{P} = P ₂	P = Partially Meets District Standards	U = Unsatisfactory			M	=
STANDARD 5 – Assessing Student Learning	Learning		이 한 것 같이 ?	A. K. Mart		
Evidence and Commendation(s)/Recommendation(s):	mmendation(s):					
STANDARD 6 – Developing as a Professional	fessional Educator				₽	>□
Evidence and Commendation(s)/Recommendation(s):	mmendation(s):					
STANDARD 7- Adjunct Duties					₽	- □
Evidence and Commendation(s)/Recommendation(s):	mmendation(s):					
Tenured unit member shall participate in PAR Program and shall be evaluated next year.	AR Program and shall be evaluated n	iext year.	Yes 🗌	□ v	Unit member's initials	I
Tenured unit member volunteers to participate in PAR	oate in PAR program and shall be evaluated next year.	aluated next year.	Yes 🗆	□ °N	Unit member's initials	I
I have attached a formal written response to the evaluation.	to the evaluation.		Yes 🗌	□ °		
Administrator's Signature	Date	Unit Member's Signature	Signature		Date	1

	Hawthorne S INDIVIDUAL PERFOR Instructional	MANCE	EVALU	ATION	Page <u>1</u>	of	2
Name:		🗌 Temp	🗌 Prob I	🗌 Prob II	Tenured		
School:	Assignment:			S	chool Year:		

М	= Meets District Standards	P = Partially Meets District Standards	U = Unsati	sfactory				
0	Objectives to be Evaluated (Omitted objectives do not apply to specific assignment.)							
ST	STANDARD 1 - Engaging and Supporting All Students in Learning							
1.	Works with students in individual, prescriptive learning activities for	small group, or whole class settings in reading/language arts and/or math.	<u> </u>	□ P	U 🗌			
2.	Promotes programs that benefit stu	idents and families.	🗌 M	□ P	υ 🗌			
3.	Assists with the integration of tech	nology across the curriculum.	🗌 M	Р	U 🗌			
4.	Meets with families as needed to p students, and the school.	roduce a positive dialogue between parents,	M	□ P	U []			
ST	ANDARD 2 - Creating and Maint	taining Effective Environments for Student Le	arning					
1.	Establishes and maintains effective students, and families.	e communication with teachers, administrators,	□ M	🗌 P	U []			
2.	Meets mutually-identified needs of administration.	f the school by working collaboratively with the	🗌 M	P	U []			
3.		n of appropriate books, instructional materials, g/language arts and math instruction.	M	[] P	[] U			
4.	Observes instruction, provides feed	back, and conducts demonstration lessons.	M	🗌 P	🗍 U			
ST	ANDARD 3 - Understanding and	Organizing Subject Matter for Student Learn	ing					
1.	Provides individual and group inte	rvention services to students.	🗌 М	🗌 P	U 🗌			
2.	Assists teachers and instructional a by providing professional develop	ides in utilizing effective instructional strategies ment/training activities.	□ M	P	U []			
3.	Coordinates, implements, and mor liaison to the District Office.	itors site categorical programs and acts as a	_ м	P	U []			
ST	ANDARD 4 - Planning Instructio	n and Designing Learning Experiences for All	Students					
1.	Provides age-appropriate classroor	n intervention programs.	🗌 М	🗌 P	🗌 U			
2.	Maintains complete and appropriat	te student intervention records.	_ м	🗌 P	🗌 U			
3.	Facilitates individual/group instruct	ctional planning.	M	🗌 P	🗌 U			

Hawthorne School District INDIVIDUAL PERFORMANCE EVALUATION Instructional Support Staff

Name: School:		School Year:				
ST	ANDARD 5 - Assessing Student Learning		131 8	1 1 2 2		
1.	Consults with teacher and administrators regarding student needs and appropriate interventions.	□ M	P	U		
2.	Provides follow-up information as appropriate to teachers and families about students who have been referred.	M	P	U []		
3.	Helps teachers, students, and families interpret and use test and other assessment data, as appropriate.	M	P	U []		
4.	Assists the site administrator in coordinating annual student assessments.	□ M	🗌 P	🗌 U		
5.	Works with District staff to collect data for yearly evaluations and assessments, including the evaluation of at-risk students and/or English learners.	□ M	🗌 P	🗌 U		
ST	ANDARD 6 - Developing as a Professional Educator			1		
1.	Operates within legal requirements as specified by federal, state, and local statutes.	_ м	🗌 P	🗌 U		
2.	Exhibits professional conduct and ethics.	🗌 М	🗌 P	ΠU		
3.	Keeps current in effective instructional strategies by participating in professional activities.	□ M	🗌 P	U		
4.	Advises and assists in coordination of activities for the School Site Council and the English Learner Advisory Committee.	<u> </u>	□ P	U []		
ST	ANDARD 7 - Adjunct Duties			198 1984) 		
1.	Attends meetings after proper referrals have been made.	🗌 М	🗌 P	U []		
2.	Participates in the SST process, as necessary.	Ш М	P	🗌 U		
3.	Participates in school activities.	_ М	P	U		
Su	nmative Comments:					
I ha	ave attached a formal written response to the evaluation?					

69

Page_1_ of _2_

Hawthorne School District INDIVIDUAL PERFORMANCE EVALUATION Special Education Support Staff

Name	e: [] Temp	Prob I	Prob II	🗌 Tenu	red
Schoo	ol: Assignment:			Schoo	ol Year:	
M = Meets District Standards P = Partially Meets District Standards			$\mathbf{U} = \mathbf{U}\mathbf{n}\mathbf{s}\mathbf{a}$	atisfactory		
<u>Obje</u>	ctives to be Evaluated (Omitted objectives do not	t apply to	specific ass	signment.)		
1.	Establishes and maintains effective relationships w teachers, families, administrators, and community.		ıts,	□ M	P	🗌 U
2.	Completes thorough and legally-defensible assess assessing in all areas of suspected disability.	nents, inc	luding	□ M	P	🗌 ប
3.	Provides appropriate recommendations and develo documents.	ps approp	riate IEP	□ M	□ P	🗌 U
4.	Provides progress reports and recommends change when necessary.	es to the IE	EP team,	[] M	P	🗌 U
5.	Implements IEPs with fidelity.			🗌 M	P	🗌 U
6.	Demonstrates professional ethics.			_ М	□ P	U
7.	Uses organizational skills to ensure that necessary assessments are completed within appropriate and		elines.	_ м	□ P	🗌 U
8.	Maintains accurate and up-to-date student records, updated protocols.	including	g the most	<u> </u>	P	🗍 U
9.	Protects, at all times, privacy rights of records and	individua	ils.	[] M	[] Р	U
10.	Maintains compliance with federal, state, county, spolicies and procedures.	SELPA, a	nd District	_ М	P	υ
11.	Attends appropriate department meetings.			□ M	□ P	🗌 U
12.	Provides appropriate resources to students, familie staff.	es, teacher	s, and	_ м	□ P	🗌 U
13.	Maintains current, professional awareness in the a language pathology/school psychology.	rea of spe	ech-	<u> </u>	P	🗌 U
14.	Conducts appropriate professional development at	their sch	ool site(s).	□ м	🗌 P	🗌 U

Hawthorne School District INDIVIDUAL PERFORMANCE EVALUATION Special Education Support Staff

Name	: School:	Schoo	l Year:	
15.	Prepares prior to IEP meetings, which includes bringing copies of assessment reports and completed protocols.	□ M	P	[] U
16.	Maintains effective communication with families and staff.	🗌 М	P	🗌 U
17.	Maintains professional attitude with families and staff.	Ш М	P	🗌 U
18.	Participates in school activities.	□ M	🗌 P	U []
19.	Supports the goals and objectives of the District and their assigned school(s).	□ M	P	U []
20.	Provides individual and group speech and language therapy/counseling to students according to their IEPs.	🗌 M	□ P	U []

Summative Comments:			
I have attached a formal written respo	onse to the evaluation	1? 🗌 Yes 🗌 No	
Administrator's Signature	Date	Unit Member's Signature	Date

Page 1 of 2

Hawthorne School District INDIVIDUAL PERFORMANCE EVALUATION Student Services Support Staff

Narr	ne: Temp Prob I	Prob II [Tenur	ed
Scho	ool: Assignment:	School	Year:	
M =	Meets District Standards \mathbf{P} = Partially Meets District Standards	U = Unsati	sfactory	
Obj	ectives to be Evaluated (Omitted objectives do not apply to specific assign	ment.)		
1.	Establishes and maintains effective communication with teachers, administrators, support staff, students and families.	□ M	P	U
2.	Provides individual and group counseling/behavioral support services to students.	□ M	P	U
3.	Provides age-appropriate classroom instruction to promote social-emotional growth.	□ M	[] P	🗌 U
4.	Coordinates classroom-based lessons and meetings related to behavioral expectations and bullying prevention.	□ M	P	U []
5.	Consults with teachers, administrators, and other relevant staff regarding student needs and appropriate interventions.	🗌 M	P	🗌 U
6.	Facilitates/attends meetings after proper referrals have been made.	_ М	P	🗌 U
7.	Provides follow-up information, as appropriate, to teachers and families about students who have been referred.	ut 🗌 M	□ P	🗌 U
8.	Maintains complete and appropriate records.	🗌 M	P	🗌 U
9.	Operates within legal requirements, as specified by District policies and both federal and state statutes.	n 🗌 M	P	[] U
10.	Follows established District procedures for student support and interventions	s. 🗌 M	🗌 P	🗌 U
11.	Exhibits professional conduct and ethics.	□ M	□ P	🗌 U
12.	Consults with administrators and support staff to formulate an effective plan of action in crisis situations.	□ M	P	🗌 U
13.	Helps teachers, students, and families interpret and use assessment and behavioral data, as appropriate.	□ M	P	U
14.	Develops a means for conflict intervention/resolution and conducts peer mediation when necessary.	□ M	🗌 P	U []

Page 2 of 2

Hawthorne School District **INDIVIDUAL PERFORMANCE EVALUATION Student Services Support Staff**

Nam	ne: School:	School Ye	ar:	
15.	Participates in the SST process, as needed.	<u> </u>	- P	U []
16.	Collects resources in order to provide appropriate referrals.	M	D P	🗌 U
17.	Promotes/coordinates programs that benefit students and families.	<u> </u>	P	🗌 U
18.	Demonstrates the ability to prioritize steps taken to initiate change.	🗌 М	P	🗌 U
19.	Demonstrates an understanding of the effects of stress and trauma on student learning and behavior.	🗌 M	🗌 P	🗌 U
20.	Maintains an environment of collaboration with community partners and effectively utilizes community resources.	□ M	🗌 P	🗌 U
21.	Assists teachers in utilizing effective strategies for student success.	M	D P	🗌 U
22.	Maintains a student-centered support environment.	🗌 M	D P	🗌 U
23.	Keeps current in effective strategies by participating in professional activities.	M	P	🗌 U
24.	Meets mutually-identified needs of the school by working collaboratively with the administration and support staff.	□ M	🗌 P	🗌 U
Sum	imative Comments:			

I have attached a formal written response to the evaluation	n? 🗌 Yes 🗌 No	
A duainiatuatan's Cianatuna Data	Their Manulaure Clause	
Administrator's Signature Date	Unit Member's Signature	Date

EXHIBIT "F"

REQUEST TO RECEIVE DONATIONS FROM HAWTHORNE EDUCATORS' AND TEACHERS ASSOCIATION CATASTROPHIC LEAVE BANK

I wish to request _____ (days/hours) from the Hawthorne Educators' and Teachers' Association (HETA) Catastrophic Leave Bank. I have attached a physician's note verifying my illness and stating the number of days that I will not be able to work.

I have read, and I understand and agree to the following:

The following guidelines will be used to establish a bank of days in accordance with the California Education Code for an HETA employee to access once all of the employee's sick leave days have been exhausted.

- 1. Days may only be accessed in the event of an employee's catastrophic illness as defined by the California Education Code.
- 2. A doctor's note will be required to verify the illness and confirm the number of days the employee will be unable to work.
- 3. An employee may receive no more than forty (40) days per school year from the sick leave bank.
- 4. Voluntary contributions of sick days will be promoted by annual drives.
- 5. To access the days, the employee must be a bargaining unit member for at least two consecutive years of service in the District immediately preceding the request.
- 6. An employee donating days to the Catastrophic Leave Bank must retain a minimum of nine days of their own at any given time of donation.
- 7. All donations of days are voluntary.
- 8. Once a donation is made it is permanent and cannot be given back to the donating employee.
- 9. Persons donating days will not be able to determine who will receive the day(s).
- 10. Requests for days must be submitted to the Director of Human Resources on the proper form.
- 11. This plan shall be reviewed annually by the HETA/District committee.

Print Name

Signature Date

Date

PLEASE RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

EXHIBIT "F"

REQUEST TO RECEIVE DONATIONS FROM THE HAWTHORNE EDUCATORS' AND TEACHERS ASSOCIATION CATASTROPHIC LEAVE BANK

I wish to request days/hours from the Hawthorne Educators' and Teachers' Association (HETA) Catastrophic Leave Bank. I have attached a physician's note verifying my illness and stating the number of days that I will not be able to work.

I have read, and I understand and agree to the following:

The following guidelines will be used to establish a bank of days in accordance with the California Education Code for an HETA employee to access once all of the employee's sick leave days have been exhausted.

- 1. Days may only be accessed in the event of an employee's catastrophic illness as defined by the California Education Code.
- 2. A doctor's note will be required to verify the illness and confirm the number of days the employee will be unable to work.
- 3. An employee may receive no more than forty (40) days per school year from the sick leave bank.
- 4. Voluntary contributions of sick days will be promoted by annual drives.
- 5. To access the days, the employee must be a bargaining unit member for at least two consecutive years of service in the District immediately preceding the request.
- 6. An employee donating days to the Catastrophic Leave Bank must retain a minimum of nine days of their own at any given time of donation.
- 7. All donations of days are voluntary.
- 8. Once a donation is made it is permanent and cannot be given back to the donating employee.
- 9. Persons donating days will not be able to determine who will receive the day(s).
- 10. Requests for days must be submitted to the Director of Human Resources on the proper form.
- 11. This plan shall be reviewed annually by the HETA/District committee.

Print Name

Signature Date

Date

PLEASE RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

EXHIBIT "G"

Job Sharing Selection Criteria

- 1. A valid preliminary or clear credential for the position requested (not an emergency credential)
- 2. Length of service as a contract teacher with the Hawthorne School District.
- 3. Knowledge of curriculum, specifically of the requested grade level.
- Special services available to students, i.e. experience in the Bilingual Program, Chapter
 RSP, SST, special projects, teaming experience, etc.
- 5. Organization and communications skills including classroom order, attendance, punctuality, meeting deadlines, extra professional responsibilities.
- 6. Classroom management (consistent for both team members).
- 7. Recommendation of the site principal.

EXHIBIT "G" CONTRACT - SHARING GUIDELINES (not to exceed five (5) pages plus calendars)

I. Assignment Description

- A. Team Application Form
- B. Evidence of planning with site administration
- II. Timeline for the School Year
 - A. Narrative description of days and times for each teacher involved
 - 1. Day-by-day accounting of classroom coverage (calendar)
 - 2. District and site meeting attendance by both teachers coordinated through the master calendar
 - 3. Day-to-day management including accounting for: report cards, registers, supply orders, discipline/homework policies

III. Curriculum

- A. Subject assignments/division of responsibilities
 - 1. Narrative section for each curricular area
 - 2. Typical daily schedule/rationale for divisions
 - 3. Special academic projects/student activities

IV. Extracurricular

- A. Teacher duties/responsibilities
 - 1. Site and District committees
 - 2. H.E.T.A.
 - 3. University coursework
 - 4. Other

V. Evaluation

- VI. Benefits
 - A. In no event shall the total amount of health and welfare benefits premiums for those who share jobs exceed the amount the District would have paid if the position had not been shared. Please speak with Dr. Brian Markarian for full details.

EXHIBIT "G" Request for Job Sharing Team Application Form

Name (Partner A)		_ Current School	Years of Service	
Name (Partner B)		_ Current School	Years of Service	
Grade Level Preference				
School Site Preference				
Job Sharing Preference:	Split Day	Split Week	Split Year	

Please summarize your rationale for this request. In your summary, please include any possible benefits for your school site and the students with whom you will be involved.

I am aware of the terms and conditions pertaining to job sharing and agree to abide by them.

Signature (Partner A)

Date

Signature (Partner B)

RETURN BY MARCH 15 1 copy to Principal 1 copy to Human Resources Date

EXHIBIT "G" Job Sharing Team Request for the Division of Health and Welfare Benefits

Name (Partner A)

Name (Partner B)

<u>Benefits</u> - In no event shall the total amount of health and welfare benefit premiums for those who share jobs exceed the amount the District would have paid if the position had not been shared.

The total benefit package will be divided in the following manner:

Partner A		
Partner B		10 HAL2
	2	
	Partner A Signature	Date
	Partner B Signature	Date