

Hamilton Unified School District

620 Canal Street
P.O. Box 488
Hamilton City, CA 95951

Charles Tracy, Superintendent

(530) 826-3261
(530) 826-0440 (Fax)
www.husdschools.org

April 20, 2016

Mrs. Barbara Bass
P.O. Box 352
Hamilton City, CA 95951

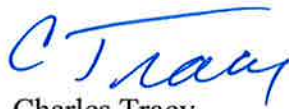
Dear Mrs. Bass,

Hamilton Unified School District is in receipt of your CPRA request dated April 8, 2016 for information regarding teacher contractual hours.

Enclosed is the Agreement between the Hamilton Unified School District and the Hamilton Teacher's Association/CTA/NEA for June 10, 2013 – June 30, 2016. Also enclosed are three (3) tentative agreements for the following school years: 2013-14, 2014-15, and 2015-16. These documents contain the information you are requesting.

I hope this letter and enclosures answers your CPRA request for information.

Sincerely,


Charles Tracy
District Superintendent



The Hamilton Unified School District will provide a safe, rigorous, and engaging educational experience that promotes student academic success, respect, and citizenship in a caring environment.

April 8, 2016

Hamilton Unified School District

P. O. Box 488

Hamilton City, CA 95951

Attention Superintendent Tracy,

Pursuant to the California Public Records Act, this is a request for public documents. I am requesting:

- The contractual hours that elementary and high school certified teachers work, when they check in to work and when they check out from work.
- What is in the HUSD teacher's contract when a parent can only meet with a teacher outside of the teachers contracted work hours? This would include meetings in the evening, before school, or any reasonable time outside of the teacher's workday.

As provided by the open records law, I expect your response within ten (10) business days. If you choose to deny this request, provide a written explanation for the denial including a reference to specific statutory exemption(s).

Thank You,

Barbara R. Bass, OUR SCHOOL Secretary

P. O. Box 352

Hamilton City, CA 95951

AGREEMENT

Between
The

HAMILTON UNIFIED SCHOOL DISTRICT
And
HAMILTON TEACHER'S ASSOCIATION/CTA/NEA

June 10, 2013 – June 30, 2016

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
ARTICLE I: AGREEMENT	1
ARTICLE II: RECOGNITION	2
ARTICLE III: DEFINITIONS.....	3
ARTICLE IV: NON-DISCRIMINATION	4
ARTICLE V: NEGOTIATION PROCEDURES	5
ARTICLE VI: PERSONNEL FILES	6
ARTICLE VII: ASSOCIATION RIGHTS	7
ARTICLE VIII: DISTRICT RIGHTS	8
ARTICLE IX: PERSONAL AND ACADEMIC FREEDOM.....	9
ARTICLE X: GRIEVANCE PROCEDURE.....	10
ARTICLE XI: PUBLIC CHARGES.....	16
ARTICLE XII: WORK HOURS/WORK YEAR.....	17
ARTICLE XIII: LEAVES	20
ARTICLE XIV: CLASS SIZE.....	28
ARTICLE XV: TEACHING CONDITIONS.....	29
ARTICLE XVI: TRANSFER AND REASSIGNMENT.....	30
ARTICLE XVII: EVALUATIONS	35
ARTICLE XVIII: DISCIPLINE	39
ARTICLE XIX: STAFF DEVELOPMENT DAYS.....	40
ARTICLE XX: REDUCED WORK YEAR EMPLOYMENT STATUS.....	41
ARTICLE XXI: SALARY REGULATIONS.....	42
ARTICLE XXII: EMPLOYEE BENEFITS.....	44
ARTICLE XXIII: PEER ASSISTANCE AND REVIEW	47
ARTICLE XXIV: MEDICAL ADMINISTRATIVE ACTIVITIES (M.A.A.)	58
ARTICLE XXV: SHARED CONTRACTS.....	60
ARTICLE XXVI: MISCELLANEOUS PROVISIONS.....	61
ARTICLE XXVII: DURATION.....	62
SIGNATURE PAGE	63
APPENDIX A.....CERTIFICATED SALARY SCHEDULE	ii
APPENDIX B.....EMPLOYEE BENEFITS.....	iii
APPENDIX C.....EXTRA DUTY SALARY SCHEDULE	iv
APPENDIX C1.....EXTRA DUTY SALARY SCHEDULE NOTES	v
APPENDIX D1.....PROFESSIONAL GROWTH PLAN	vi
APPENDIX D2:.....OBSERVATION/EVAL OF TEACHING PERFORMANCE	viii
APPENDIX E.....SENIORITY CRITERIA	xiii
APPENDIX F.....DISTRICT COUNSELOR/DEAN OF STUDENTS.....	xvii

ARTICLE I: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Hamilton Unified School District ("District" or "Board") and the HTA-Hamilton Teachers' Association ("HTA" or "Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code ("Act").

ARTICLE II: RECOGNITION

2.1 The District recognizes HTA as the exclusive representative of all certificated employees of the District, for the purposes of meeting and negotiating, excluding:

2.1.1 Management as designated by District;

2.1.2 Long-term and day-to-day substitutes; and

2.1.3 Adult Education teachers.

ARTICLE III: DEFINITIONS

- 3.1 “Unit Member” refers to any employee who is included in the appropriate unit as defined in Article II: Recognition, and is therefore covered by the terms and provisions of this Agreement.
- 3.2 “Work Days” means school days that are days of active duty assignment for unit members.
- 3.3 “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
- 3.4 “Emergency” is defined as a sudden, unforeseen situation that is caused by factors beyond the control of the District including but not limited to: natural disaster, quarantine, government order, or traumatic even, such as the death of a student or staff, and that the Superintendent determines requires immediate action to avoid disaster, or where the HTA President and the Superintendent agrees that a staff meeting should be called.

ARTICLE IV: NON-DISCRIMINATION

- 4.1 Neither the District nor the Association shall discriminate against any teacher on the basis of membership in any employee organization, participation in the activities of an employee organization, race, color, national origin, ancestry, religion, mental or physical disability, medical condition, marital status, age or gender, in the management of this contract.
- 4.2 Teacher application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
- 4.3 All provisions of this Agreement shall be applied equally to all unit members.

ARTICLE V: NEGOTIATION PROCEDURES

- 5.1 Negotiations shall take place at mutually agreeable times and places. The times of the sessions, to the extent feasible, shall be equally divided between release time from duty and use of after-duty hours of members of the unit.
- 5.2 The Teachers will designate no more than four representatives for purposes of negotiations with the District during hours of duty assignment.
- 5.3 Agendas for subsequent negotiation sessions shall be mutually developed at the close of each meeting.
- 5.4 The Teachers shall be entitled to all district publications relating to negotiations that are a matter of public information, and an at-cost charge may be made for these publications if appropriate and necessary.
- 5.5 Either party may caucus as necessary during negotiations. Either party may request that a caucus period be expedited.
- 5.6 Either party may use representatives or consultants to assist in the negotiation process.
- 5.7 Any agreements reached by the parties shall be reduced to writing and signed by both parties.
- 5.8 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall post the contract on the District website and place a hard copy of the contract at the HES and HHS school offices.

ARTICLE VI: PERSONNEL FILES

- 6.1 The District shall not base any adverse action against a teacher upon materials which are contained in such teacher's personnel file unless:
 - 6.1.1 The materials had been placed in the file within a reasonable time of the incident giving rise to such materials; and
 - 6.1.2 The teacher was notified at such time that such materials were being placed in his/her file.
- 6.2 A teacher shall be provided a copy of any negative or derogatory material before it is placed in his/her personnel file and shall be given reasonable opportunity up to fifteen (15) calendar days to initial and date the material. Employees shall have a minimum of thirty (30) calendar days from the time of receipt of materials to respond to said materials. Any written response (optional) shall be attached to the material.
- 6.3 Access to personnel files shall be limited to members of District administration, the teacher, and confidential clerical employees on a need-to-know basis. Contents of all personnel files shall be kept in the strictest confidence.
- 6.4 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of materials in that teacher's personnel file.
- 6.5 The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the personnel file.

ARTICLE VII: ASSOCIATION RIGHTS

- 7.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities upon prior approval of the Superintendent and at times which do not interfere with the educational program of the District.
- 7.2 The Association shall have the right to post notices of activities and matters of Association concern on designated Association bulletin board space which shall be provided for each school in areas frequented by teachers. The Association may use District resources for communications to teachers, as subject to reasonable rules and regulations.
- 7.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at locations approved by the Superintendent or designee, and at times that do not interfere with assigned duties of employees.
- 7.4 The District shall place on the agenda of each Board meeting any matters brought to its consideration by the Association, provided that such matters are made known to the Superintendent's office five (5) workdays prior to said meeting. Exceptions shall be made for emergencies in accordance with provisions of the Brown Act.

ARTICLE VIII: DISTRICT RIGHTS

- 8.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including but without limiting the generality of the foregoing, the right:
- 8.1.1 To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;
 - 8.1.2 To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
 - 8.1.3 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
 - 8.1.4 To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and
 - 8.1.5 To build, move, or modify facilities, establish budget procedures, and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 8.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.
- 8.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of "emergency." The determination of whether or not an emergency exists is as defined in Article III: Definitions.

ARTICLE IX: PERSONAL AND ACADEMIC FREEDOM

- 9.1 Unit members shall be entitled in private life to full rights of citizenship and no personal, religious, or political activities of any teacher (or the lack thereof) shall be grounds for any disciplinary action or discrimination in regard to employment – providing that these activities do not violate any reasonable District regulation and/or state or federal law.
- 9.2 Unit members shall have the right to join or not to join a union of their choice without the District interfering in their decision.
- 9.3 District shall not interfere with a unit member's freedom to exercise professional judgment – in speech, skills, creativity, materials, and the like – while teaching the curriculum and managing the classroom according to District-adopted content, state and federal law, and professional ethics.

ARTICLE X: GRIEVANCE PROCEDURE

10.1 Definitions

A "grievance" is a formal written allegation by a unit member, a group of unit members, or an Association representative on behalf of, and with written authorization from, a unit member or group of unit members, that there has been a violation or misapplication of the specific provisions within this Agreement which has resulted in an adverse effect upon that member or member(s).

10.1.1 A grievance shall not include, and this grievance procedure shall not apply to, any of the following:

10.1.1.1 Any matter upon which the District is without authority to act;

10.1.1.2 Any alleged violation of law that does not also state a violation of a specific provision of this Agreement;

10.1.1.3 The evaluation of members of the unit, except for alleged violations of procedural matters;

10.1.1.4 Any attempt to alter or change this Agreement;

10.1.1.5 An appeal of any Board/District decision if such decision is a result of a state or federal regulatory commission or agency rule or decision; or state or federal law or court decision;

10.1.2 A "grievant" is:

10.1.2.1 A unit member;

10.1.2.2 A group of unit members; or

10.1.2.3 An Association representative acting on behalf of, and with written authorization from, a unit member or members.

10.1.3 A "day" is any day the District office is open for business.

10.1.4 The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant who has been designated to adjust grievances.

10.1.5 A "party of interest" is the District, the grievant or the designated representative.

10.2 Procedures

10.2.1 Informal Level

- 10.2.1.1 Within fifteen (15) days of the alleged misinterpretation, misapplication, or violation giving rise to the grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- 10.2.1.2 If the grievant is not satisfied with the informal resolution the grievant shall, within ten (10) days of the immediate supervisor's decision, proceed to Formal Level I.

10.2.2 Formal Level I

- 10.2.2.1 At the conclusion of the informal level, the grievant must present the grievance in writing to the immediate supervisor.
- 10.2.2.2 This statement shall be a clear, concise statement, specifying the article and section violated; circumstances involved, fully stating the facts surrounding the grievance; the decision rendered at the informal conference; and the specific remedy sought. This statement must be signed and dated by the grievant.
- 10.2.2.3 The immediate supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 10.2.2.4 Within the above time limits either party may request a personal conference.

10.2.3 Formal Level II

- 10.2.3.1 If the grievant is not satisfied with the decision at Level I, he/she may, within five (5) days, appeal the decision in writing to the Superintendent.
- 10.2.3.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The employee must sign and date the appeal.
- 10.2.3.3 The Superintendent shall communicate his decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, or if the grievant is not satisfied with the decision rendered, the grievant may appeal to the next level.
- 10.2.3.4 If the immediate supervisor and Superintendent are the same person, Level II is omitted.

10.2.4 Formal Level III - Mediation

- 10.2.4.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Formal Level II, the grievance may be referred to grievance mediation. Mediation will occur only with the concurrence of the District and Association.
- 10.2.4.2 If mediation is not chosen by both parties within 15 (fifteen) days, the grievance will proceed to Formal Level IV – Binding Arbitration.
- 10.2.4.3 Should mediation be agreed upon, the Association shall request that the California State Mediation and Conciliation Service assign a mediator to assist the parties in the resolution of the grievance.
- 10.2.4.4 The mediator, within 30 (thirty) days of request, shall meet with the Association and the District, at a time and place mutually agreeable to both parties.
- 10.2.4.5 If the grievance was initially filed by or on behalf of one or more individual unit members, such members may be present during mediation upon request of the Association.
- 10.2.4.6 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.
- 10.2.4.7 In the event that the Association and the Superintendent or his/her designee has not resolved the grievance with the assistance of the conciliator/mediator, the Association may terminate Formal Level III and the grievance shall proceed to Formal Level IV.

10.2.5 Formal Level IV – Binding Arbitration

- 10.2.5.1 If the Association is not satisfied with the disposition of the grievance at Level II, or III, they may submit the grievance to Binding Arbitration. The grievant and the Association shall notify the Superintendent or designee within 15 (fifteen) days of the receipt of the response, or within ten (10) days of the Level III final mediation meeting, if the grievance is being submitted to Binding Arbitration.
- 10.2.5.2 The arbitration proceeding shall be conducted by a professional arbitrator to be selected by the District and Association within seven (7) days after the request is received by the Superintendent. If an arbitrator cannot be agreed upon, the following selection procedure will be employed:

- a. If any questions arise as to whether a grievance can be arbitrated or not, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
 - b. The Association and the District shall jointly request a list of seven (7) qualified arbitrators experienced in arbitrating public school grievances from the California State Mediation and Conciliation Service.
 - c. The selection of an arbitrator shall be determined by an elimination process in which the first party shall be determined by a flip of the coin; then each party shall alternately remove a name until only one name remains.
 - d. HTA and HUSD shall request in writing a mutually agreed-upon deadline for the decision by the arbitrator, and shall include the deadline in the arbitration contract.
- 10.2.5.3 The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted unless expedited rules apply.
- 10.2.5.4 The Superintendent, Association, and grievant shall be given copies of the decision and the arbitrator's report. The decision of the arbitrator shall be final and binding on all parties.
- 10.2.5.5 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper, with the exception that it is understood that the Association and District shall always be responsible for paying for their own respective costs (attorneys' fees, etc.) for preparing and presenting a case for arbitration. The arbitrator is specifically prohibited from including these fees in any award.
- 10.2.5.6 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel, and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association.
- 10.2.5.7 The voluntary labor arbitration rules of the American Arbitration Association shall apply to all arbitrations conducted under this section.

- 10.2.5.8 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the regular personnel file of any of the participants.

10.3 Guidelines

- 10.3.1 A grievant may be represented at all stages of the grievance procedure by himself/herself or (at his/her option) by any representative. If the grievant is not represented by the Association or its representative(s), the Association shall still have the right to be present and to state its views at all stages of the grievance procedure.
- 10.3.2 In the event that a grievant chooses self-representation, no final solution of a grievance shall be made by District until the Association has received a copy of the grievance, any proposed solution, and has been provided an opportunity to file a written response. The Association must exercise its response privilege within ten (10) days of its receipt of the grievance and offer a proposed solution.
- 10.3.3 Nothing in this Article shall be construed as preventing any party to a grievance from seeking the advice and counsel of a representative of choice.
- 10.3.4 All communications required to be in writing shall be served by U.S. certified mail or shall be delivered personally with acknowledgment via signed receipt notice during non-student contact time.
- 10.3.5 Unit members required to be absent from their duties when directly involved in a grievance hearing as an Association representative or witness shall not suffer any loss of pay.
- 10.3.6 A separate grievance file for each grievance shall be maintained at the District Office. During processing of the grievance, materials relating to the grievance shall be maintained in this file.
- 10.3.7 Forms for filing and processing grievances shall be prepared by the Superintendent in consultation with the Association, and copies shall be available at each school site office.
- 10.3.8 Timelines as stated in the grievance procedure are maximums. Every effort should be made to expedite a grievance as quickly as is feasible. If the grievance is filed at a time when vacation and/or summer schedules would make its resolution difficult, its processing may, by mutual consent, be postponed until an appropriate time.
- 10.3.9 A grievance filed against a supervisor shall have its first hearing at the next appropriate level of this procedure. All established time lines will be adhered to beginning with the informal level.

- 10.3.10 If the grievant introduces new evidence at any level in the grievance procedure, the District may require that the grievance be returned to the prior level.
- 10.3.11 Meetings for the processing of grievances shall be scheduled as much as possible at times which will not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during the regular workday, any unit member required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 10.3.12 The grievant shall be entitled, upon request, to representation by the Association or another teacher at any or all grievance conferences.

ARTICLE XI: PUBLIC CHARGES

- 11.1 Any parent or citizen complaint directed to the school administration about a unit member shall be communicated to the member and, if deemed to be serious enough to warrant investigation, shall be processed through the following procedures.
- 11.1.1 The Superintendent or designee will investigate charges made. If no substance to the complaint is found, the issue will be dropped and no entry will be made in the personnel file.
 - 11.1.2 If the Superintendent or designee and/or unit member deems that an administrative conference is advisable, an appropriate conference will be held. The complainant will be notified and requested to be present and to submit the complaint in writing. The unit member may elect to attend the conference.
 - 11.1.3 If a mutually satisfactory resolution is achieved, the matter will be closed. Failure of the complainant to attend the conference and to submit written charges will cause the matter to be dropped.
 - 11.1.4 A copy of the complaint with the resolution attached will be placed in the unit member's personnel file.
 - 11.1.5 If either party at the administrative conference is not satisfied with the findings of the conference, that person may appeal the entire matter to a closed hearing of the Board unless the unit member requests a public hearing. The Board's decision will be the final decision of the District.
 - 11.1.6 Either party at the Board Hearing may be represented by an advisor of choice. A copy of the complaint, with the Board's resolution attached, will be placed in the personnel file of the unit member.
 - 11.1.7 A teacher shall be provided a copy of any negative or derogatory materials before it is placed in his/her personnel file and shall be given reasonable opportunity up to fifteen (15) calendar days to initial and date the material. Any written response (optional) shall be attached to the material.
 - 11.1.8 Violations of procedures specified in this Article are grievable. Resolutions made under this article are not grievable.

ARTICLE XII: WORK HOURS/WORK YEAR

12.1 Work Year

- 12.1.1 The regular school year for classroom teachers will consist of a total of 184 work days.
- 12.1.2 All classroom teachers shall be required to be present as assigned by the District on each work day during the regular school year.
- 12.1.3 Of the total 184 workdays during the regular school year, there shall be a total of 180 teacher workdays. The remaining four (4) days of the total 184 workdays during the regular school work year shall be considered non-teaching work days. If all requirements are met, the Superintendent may allow for flexibility regarding the non-teaching days.
- 12.1.4 The scheduling of all work days, both teaching and non-teaching, during the regular school year shall be at the discretion of the District with input from the certificated staff. These days shall not be on a weekend or a holiday except by mutual agreement between the Association and the District.
- 12.1.5 Nothing in this Article is to be interpreted as prohibiting a unit member from serving an extended year on terms mutually agreed to by the members and the District.
- 12.1.6 A mandatory check out procedure at the conclusion of a school year shall be on a contract work day. There shall be sufficient time prior to this date for any appropriate forms to be processed by district personnel as needed. This procedure will be developed at each site.

12.2 Work Day

- 12.2.1 The teacher's normal work day in fulltime status shall be seven and one-quarter (7.25) hours and normal work week shall be thirty-six and one quarter (36.25) hours including at least a thirty (30) minute duty-free lunch period. Each unit member will be at work fifteen (15) minutes before the beginning of his/her class or the beginning of the school day as determined by the District.
- 12.2.2 The classroom teacher shall complete such additional duties or activities that are necessary to complete their professional responsibilities.
- 12.2.3 The Association agrees to attendance monitoring through the AESOP system regarding attendance rates for Fridays from September 1 through May 15. Consideration will be given to the number of teachers assigned to staff development off campus, authorized school business/activity, or sporting events in determining absenteeism. The District has the right to open negotiations to address Friday days if the average annual attendance falls below 75%.

12.3 Preparation Period

12.3.1 High Schools

- 12.3.1.1 One Preparation Period equivalent in length of time to one of the teaching periods of the school will be assigned to the teacher.
- 12.3.1.2 A teacher may be assigned to teach a class absented by another teacher during a regular preparation period.
- 12.3.1.3 When such assignment is made the unit members shall be paid the percentage of the daily rate applicable to each period or shall be given one period credit toward compensatory time off to be taken during the year. The District will be responsible for recording the unit members' preference at the beginning of the year.
- 12.3.1.4 Such accumulation of time shall be taken in one-half or one full day increments up to a total of one full instructional day per year.
- 12.3.1.5 The teacher shall be required to perform those duties normally performed during the regular preparation period during an equivalent period of time at the end of the student school day.
- 12.3.1.6 When economically practicable the regular teacher preparation period shall be preserved and a substitute employed.

12.3.2 Elementary Schools

- 12.3.2.1 There will be at least 19 minimum-day Fridays preserved for teacher prep time each year.

12.4 Extra Pay Positions

- 12.4.1 Extra pay positions shall be compensated as per Appendix C.
- 12.4.2 Each unit member who has served in an extra-pay position during the current school year and expresses a willingness to be appointed to the same extra-pay position for the following year will be notified by May 1, of his/her reappointment, which is at the discretion of the District, for the next school year.
- 12.4.3 An extra-pay position that is not filled via the reappointment process will be declared an open position. When a position is declared open, the District will publicize the open position by posting a notice of the open position at each school. The notice will include a list of qualifications for the position. All unit members who are interested in being considered for the position may submit an application to the District.

- 12.4.4 The District will first consider unit member applications for the open position. If a unit member candidate is properly qualified, as determined by the District, he/she will be appointed to the position. In the event that no unit member is appointed to the position, other applicants will be considered. Appointments to all extra-pay positions will be based on District timelines and contingent on the program being offered in the school for the following year.
- 12.4.5 Each unit member who is appointed to an extra-pay position will work such time as necessary to complete the responsibilities in a professional manner as set forth in the District-adopted job description.

ARTICLE XIII: LEAVES

13.1 Definitions

- 13.1.1 "Paid Leave" is a leave during which the employee receives pay and other fringe benefits according to the terms of this contract.
- 13.1.2 "Unpaid Leave" is a leave during which the employee does not receive salary payments. Other District benefits contributed to by District are continued in effect.
- 13.1.3 "Unpaid Non-benefit Leave" is a leave during which employee does not receive any salary or any benefits earned as an employee. The employee may continue health and insurance coverages by reimbursing the District for the full cost of these programs.
- 13.1.4 "Immediate Family" is defined as mother, father, grandmother, grandfather, grandchild, spouse, registered domestic partner, or significant other, son, daughter, step-children, step-parents, brother, sister, in-laws, aunt, uncle, nieces or nephews, any other person living in the immediate household of the employee.

13.2 Sick Leave

- 13.2.1 Every teacher shall be entitled to ten (10) days of paid sick leave for each full year of employment.
 - 13.2.1.1 Unused sick leave shall accrue from school year to school year.
 - 13.2.1.2 At the beginning of each school year, every teacher shall receive a sick leave allotment credit equal to the sick leave entitlement for the school year. A teacher may use credited sick leave at any time during the school year.
 - 13.2.1.3 With advance notice, the District may require a physician's verification of illness and/or ability to return to work if a teacher has been on sick leave for three (3) or more consecutive days.

13.3 Maternity Leave

- 13.3.1 Maternity leave shall be granted according to state law. Absence due to pregnancy, or to illness/injury caused by pregnancy, childbirth, miscarriage or recovery therefrom shall, upon certification of a physician, be considered as sick leave according to the sick leave provisions of this contract.
- 13.3.2 The length of the leave, including the date on which the leave shall begin and the date on which the member shall resume duties, shall be determined by the unit member and the physician of the unit member.

13.4 Child-Rearing Leave

- 13.4.1 Child-rearing leave may, upon request, be provided by the District to a male or female unit member who is a natural or adopting parent. Child-rearing leave is for the purpose of rearing the infant.
- 13.4.2 Such leave shall be unpaid, non-benefit leave as defined in Section 13.1.3 of this Article and may remain in effect at least until the end of the semester following the birth of a child and no longer than the end of the second semester following the birth of the child.
- 13.4.3 At least four (4) weeks prior to the anticipated date on which child-rearing leave is to commence, the unit member will notify District of intention to take such leave and will specify the length of the leave. (Special provisions will be made for emergencies.)

13.5 Child Adoption

- 13.5.1 Any unit member shall be entitled to ten (10) days of unpaid leave for the purpose of processing the adoption of a child.

13.6 Paternity Leave

- 13.6.1 Male teachers will be allowed five (5) days sick leave each year without loss of pay for matters related to the birth of a child of such teacher. Such leave must be taken immediately before, during, or immediately after the child's birth and is to be deducted from earned sick leave. Request for such leave shall be submitted to the Superintendent.
- 13.6.2 Male teachers may be allowed an unpaid leave of absence for childcare for up to one (1) full year.

13.7 Extended Sick Leave

- 13.7.1 Any unit member who is absent from duties on account of illness or accident for a period of five (5) or fewer months shall receive the regular salary due that employee less the amount actually paid the substitute to fill the position during the absence of the regular employee.
- 13.7.2 Benefits accruing under this provision shall be used only after entitlement to all regular sick leave, accumulated sick leave, or other available paid leave has been exhausted.
- 13.7.3 The benefits provided under this subsection shall run concurrent with other leave benefits. As an example: If an employee has a total of forty (40) days of paid leave accrued from sick leave, that person is entitled to an additional sixty (60) days' leave (less daily cost of substitute) for illness or injury under the provisions of this section.

13.8 Industrial Accident and Illness Leave

13.8.1 Industrial accident and illness leave is granted to a unit member involved in an industrial accident or illness which results directly from his/her employment with the District. Such member shall qualify for the following benefits.

13.8.1.1 Allowable leave shall be sixty (60) working days in any one (1) fiscal year for the same accident or illness.

13.8.1.2 Allowable leave shall not be cumulative from year to year.

13.8.1.3 All industrial accident or illness leave will commence on the first day of absence.

13.8.1.4 Payment for wages lost on any one (1) day due to an industrial accident or illness shall not, when added to an award granted the unit member under the Workers' Compensation laws of the state, exceed that unit member's normal daily wage.

13.8.1.5 Industrial accident or illness leave will be reduced by one (1) day for each day of authored absence regardless of any compensation award made under Workers' Compensation.

13.8.1.6 If an industrial accident or illness overlaps into a second fiscal year, the unit members shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

13.8.1.7 Industrial accident or illness leave is to be used in lieu of other Sick Leave entitlement until such entitlement under Industrial Accident or Illness Leave is exhausted. However, if a unit member is receiving Worker's Compensation, the unit member shall be entitled to use only so much of the accumulated or available Sick Leave benefits or other paid benefits that, when added to the Workers' Compensation award, will provide for a full day's wage or salary.

13.8.1.8 Periods of leave of absence, whether paid or unpaid, will not be considered a break in service. Any unit member receiving benefits as a result of this section shall remain within the State of California unless the Governing Board formally authorizes travel outside the state.

13.8.1.9 The Superintendent may request a unit member to submit to an examination by a competent practitioner of the Superintendent's choice in order to maintain eligibility for leave provisions under this subsection.

- 13.8.1.10 A unit member who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be considered as dismissed.

13.9 Professional Opportunity Leave

- 13.9.1 Upon the recommendation of the Superintendent, the Governing Board may grant a year's leave without pay to certificated staff members of advanced study in their major or minor fields, to improve their competency in current teaching assignments, or to obtain competencies in other fields of education.
 - 13.9.1.1 Professional Leave recipients shall receive advancement on the salary schedule as though they remained in the District.
 - 13.9.1.2 This leave will be considered after five (5) years in the District or after five (5) years since a similar leave has been granted by the District.
 - 13.9.1.3 Unit members on professional leaves shall notify the District of their intended return not later than March 1 of the school year prior to their return.
 - 13.9.1.4 If a Unit member wishes to extend the leave beyond one year, a new request must be submitted for an additional year by March 1 of the professional-leave year. The District, at its discretion, will consider such a request.

13.10 Personal Necessity Leave

- 13.10.1 Every unit member shall be entitled to use seven (7) days of his/her paid sick leave allotment during each school year in the case of the following:
 - 13.10.1.1 The death or serious illness of a member of the immediate family as defined in Section 10.1 of this Article.
 - 13.10.1.2 Serious accident involving the unit member's person or property, or the person or property of a member of the immediate family.
 - 13.10.1.3 Eminent danger to the home or personal property of the unit member occasioned by flood, storm, fire or other natural calamity.
 - 13.10.1.4 The unit member shall not be required to secure advance permission to use personal necessity leave for situations described in Section 13.10.1.1, 13.10.1.2, and 13.10.1.3 above.
- 13.10.2 Upon prior 24-hour notice to the District (exceptions at Superintendent's discretion), a unit member may use, at his/her election, up to three (3) days of unused sick leave for the purposes of personal business leave not listed in

Section 13.10.1.1, 13.10.1.2, and 13.10.1.3 above. The unit member shall notify the District the anticipated length of absence as soon as practicable.

13.10.3 Upon application of the unit member and approval of District Governing Board, personal necessity leave under this subsection may be extended up to an additional five (5) days.

13.10.4 Faculty/Student Bereavement Leave

13.10.4.1 Unit members may be granted release time during the work day for attending funerals of District employees or students in their classrooms, or parents, or siblings of such students. Such release time may be charged to Personal Necessity Leave, subject to finding qualified substitutes.

13.11 Bereavement Leave

13.11.1 Every unit member shall be entitled to three (3) days' paid leave of absence (or five (5) days if travel of more than four hundred (400) miles is involved) on account of the death of any member of that person's immediate family.

13.11.2 Bereavement leave shall not be deducted from sick leave. The employee may petition the Superintendent or designee about bereavement leave for person(s) other than immediate family as defined in Section 13.1.4 of this Article.

13.12 Catastrophic Leave

13.12.1 Under the catastrophic leave program, District employees may voluntarily donate sick leave credits to other eligible employees within their employment group who have been granted leaves of absence due to a catastrophic illness or injury. Leave credits may not be exchanged between classified and certificated employees. (E.C. 44043.5)

13.12.2 All transfers of eligible leave credit shall be irrevocable. The Superintendent shall ensure that all donations are confidential.

13.12.3 Definitions

13.12.3.1 "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the employee or his/her family members and that requires the employee to take time away from work in excess of 72.5 hours (or ten days).

13.12.3.2 "Catastrophic leave credit" means sick leave donated from one employee's accrued sick leave account to another employee.

13.12.3.3 "Recipient" means any person meeting the eligibility requirements.

- 13.12.3.4 "Donor" means any person voluntarily transferring their sick leave credits to another employee.
- 13.12.3.5 "Participant" means any unit member.
- 13.12.4 Sick Leave Credits.
 - 13.12.4.1 Credits are received and donated on an hourly basis. A day's sick leave is counted as seven and one-quarter (7.25) hours. Part-time employees may donate or receive sick leave on a pro-rated basis.
- 13.12.5 Recipients.
 - 13.12.5.1 To be eligible to receive donations, the employee must satisfy all of the following conditions.
 - a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
 - b. Be a participant in the catastrophic leave.
 - c. Provide medical written verification from his/her licensed physician of a catastrophic illness or injury, indicating the incapacitating nature and probable duration of the illness or injury.
 - d. Have used all available sick leave credits.
 - e. Not be receiving other salary replacement credits such as worker's compensation.
 - f. Not receive leave credits for the purpose of qualifying for STRS disability.
 - g. Use the donated leave credits within twelve (12) consecutive months.

13.12.6 Donors.

- 13.12.6.1 Donations may be solicited through an announcement by the District on behalf of an eligible recipient.
- 13.12.6.2 All transfers of eligible leave credit shall be irrevocable. The Superintendent shall ensure that all donations are confidential.
- 13.12.6.3 To donate sick leave credits, the employee must satisfy all of the following conditions:
 - a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
 - b. Must be able to maintain a minimum of ten (10) accumulated sick days.
- 13.12.6.4 Unit members may donate a minimum of one full day of sick leave per year to a maximum contribution of ten (10) days.

13.13 Jury and Witness Duty Leave

- 13.13.1 The employee must return to work when it is not necessary for him/her to report for jury duty.
- 13.13.2 An employee shall be granted a leave of absence without loss of pay for any regularly scheduled jury duty when directed to appear as a witness in court other than as a litigant. The employee shall include the subpoena with the application directed to the Superintendent. If the leave of absence is approved with pay, the employee shall make payment to the school district the fees received for his/her services to the court as a juror or witness; exclusive of transportation, food, and lodging expense.
- 13.13.3 The employee must return to work in cases when it is not necessary for him/her to be absent the entire day. In the event an employee is excused from jury duty prior to noon, he/she shall return to work unless serving in Federal Court.
- 13.13.4 This policy shall not preclude the District Superintendent from discussing with the affected employee the practicality of seeking exemption when acceptance would tend to materially disrupt the district's operation.
- 13.13.5 If a litigant, the employee:
 - 13.13.5.1 Shall be granted leave not to exceed five (5) days.
 - 13.13.5.2 Shall be required to pay the substitute pay up to five (5) days.
 - 13.13.5.3 Shall be limited to five (5) paid days.

13.14 Leave Status

- 13.14.1 Unit members on District-approved leave will maintain their seniority rank in terms of District service unless otherwise agreed.

ARTICLE XIV: CLASS SIZE

- 14.1 Conceptually, the parties agree that 25:1 ratio of pupils to classroom teachers is desirable. As options are evaluated, the District and the Association will consider this objective.
- 14.2 It is recognized that smaller class sizes in the primary grades are beneficial to the K-8 instructional program.
- 14.3 Class size, however, is dependent upon District resources, the educational needs of pupils, and the enrollment trends of the District. The parties acknowledge that retention of District flexibility in assignment and class load is essential to preserve jobs and District function.
- 14.4 In so far as practicable within the constraints of offering a variety of subjects to a limited number of students in a small high school, the District shall attempt to distribute students in classes of the same course title as equitably as possible.

ARTICLE XV: TEACHING CONDITIONS

- 15.1 Association and unit members shall have the right to provide input to the District on instructional materials and suitable facilities in which to teach.
- 15.2 Any condition deemed to be unsafe by a unit member shall be reported in writing to his or her immediate supervisor. Any action or response shall be provided by the supervisor in writing. A copy shall be submitted to the Superintendent.
- 15.3 If delay of corrective action would result in the health or safety of unit members and/or students being jeopardized, the Administration shall take all necessary steps to remove unit members and/or students from endangerment immediately.
- 15.4 If the unit member is not satisfied with the action or response, he or she may file a grievance. Once a condition has been reported by the unit member, in writing, the condition becomes the responsibility of the immediate supervisor.
- 15.5 In the event that the DISTRICT receives any information from recognized public entity (ies)/agency (ies), that a student, his or her parents or guardian have a known, established history of dangerous, violent and/or disturbed behavior, the building administrator will forward such information to the unit member(s) of that student within 24 hours when school is in session. The Unit member and site administrator shall discuss student needs and plan accordingly.
- 15.6 Conditions may arise which are not covered by the District safety plan. The unit member shall consult the local administrator for direction in such situations. In the absence of administrative direction, the unit member shall take reasonable and prudent action.
- 15.7 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger health, safety or well-being.
- 15.8 Each unit member shall be given an opportunity to participate in the District's decision to assign an aide to their classroom.

ARTICLE XVI: TRANSFER AND REASSIGNMENT

16.1 Definitions

- 16.1.1 A transfer is the movement of a unit member from one work location to another work location, or from one program to another program such as year-round education, restructured schools, or reconfiguration. The transfer may include a change in grades or subject area as long as the move involves changing worksites.
- 16.1.2 A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring or other reconfiguration within the same worksite.

16.2 Voluntary Transfer/Reassignment

- 16.2.1 A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
- 16.2.2 If two (2) or more unit members with state required credentials for the position apply for a vacancy, the unit member with the greatest seniority shall receive first consideration.
- 16.2.3 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 16.2.4 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.
- 16.2.5 Unit members returning from leave shall be afforded all rights provided under this section.

16.3 Involuntary Transfer/Reassignment

- 16.3.1 Involuntary transfer/reassignment shall be made only for the following reasons:
 - 16.3.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members;
 - 16.3.1.2 Elimination of program(s) and/or funding;
 - 16.3.1.3 Worksite closings; or

- 16.3.1.4 The needs and efficient operations of the District. The compatibility of the unit member with the school program and the ability of a unit member to teach a specific program shall be considered.
- 16.3.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be considered first for reassignment.
- 16.3.3 Unit members returning from leave shall be afforded all rights provided under this section.
- 16.3.4 Unit members who are transferred/reassigned during the work year shall be allowed five (5) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.
- 16.3.5 If the Unit member is moved from one classroom to another after June 10, the Unit member will be given two (2) days of pay at \$30 per hour or \$480 maximum to complete the move. The District will further lend District custodial staff and equipment to assist in the movement.
- 16.4 Notification of Assignment
- 16.4.1 Each unit member shall be given written notice not later than June first of the next year's assignment. Such notice shall specify the grade level, subject area, and position to which the unit member will be assigned. In addition, such notice shall explain the nature of special problems, which may be experienced by pupils assigned to the unit member.
- 16.4.1.1 Assignment Limitations
- a. Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified.
 - b. At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers, emergency credentials, and District Committee on Assignments approval.
 - c. At the end of a school year, the unit member, at her/his sole discretion, may withdraw from the voluntary assignment referred to in Section 16.2.1 above. Subsequently, the unit

member shall be assigned in accordance with Section 4.1.1 above.

16.5 Vacancies

- 16.5.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.
- 16.5.2 Upon knowledge of vacancies, the District shall deliver to the Association and post in all work sites a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:
 - 16.5.2.1 A closing date which is at least ten (10) working days following the posting date.
 - 16.5.2.2 A job description.
 - 16.5.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 16.5.3 No assignment to fill the vacancy shall be made until after the closing date.
- 16.5.4 The District shall notify unit members by mail of any posted openings which may arise during the summer recess, intersession, or a period of leave.
- 16.5.5 The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.
- 16.5.6 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant.

16.6 Seniority

- 16.6.1 Seniority is defined as the unit member's initial date of service in the bargaining unit.
 - 16.6.1.1 Unit members with the same initial date of service shall have their seniority number determined by Appendix E.
 - 16.6.1.2 If a unit member is assigned by the District to a non-bargaining unit position, that unit member does accrue seniority for the purposes of this Article while working on such an assignment.
 - 16.6.1.3 A unit member on a District-approved leave of absence shall continue to earn seniority while on leave.
 - 16.6.1.4 A unit member's seniority shall accrue during layoff.

- 16.7 The provisions of Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and by reference Section 44258.9, as they relate to bargaining unit members, are incorporated into this section by the District and the Association as though fully set forth. In furtherance of this provision:
- 16.7.1 Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study except as may be hereinafter provided. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association, and the District.
- 16.7.1.1 A bargaining unit member who qualifies under the provisions of Education Code Section 44256(b) to teach departmentalized classes or groups of pupils below grade nine (9), and who applies for authorization from the District, shall not be denied such authorization.
- 16.7.1.2 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.2 to teach classes in grades five (5) to eight (8), inclusive, in a middle school and who applies for authorization from the District, shall not be denied such authorization.
- 16.7.1.3 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.5(a) to teach any single subject classes and who applies for authorization from the District shall not be denied such authorization.
- 16.7.1.4 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.7(b) to coach competitive sports for which pupils receive physical education credit and who applies for authorization from the District, shall not be denied such authorization.
- 16.7.2 Bargaining unit members shall be held harmless from the effects of any misassignment, whether voluntary or not, in any matter including, but not limited to, evaluation, transfer, salary, including extra duty salary, discipline, and layoff.
- 16.7.3 Any bargaining unit member who may have been inadvertently misassigned shall be provided with a notice of possible misassignment addressed to the County Superintendent. Such notice shall be signed by the bargaining unit member and transmitted forthwith by the District to the County Superintendent. A time-dated copy of this notice shall be provided to the bargaining unit member and the Association.

- 16.7.4 All reports, notifications, certifications, or verifications whose submission is required by Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7, and 44258.9 from the District to the County Superintendent or from the District to any other agency shall be provided to the Association.

16.8 School/Site Reconstitution

- 16.8.1 Unit members who are to be involuntarily transferred from a reconstituted school/site shall be accorded the same rights as unit members leaving a closed school.

16.8.1.1 The “first priority” to fill vacancies given to reconstituted and closed school unit members shall mean that such unit members shall be placed in vacancies prior to placing voluntary transfers, new hires, and/or returning temporary and leave of absence unit members into vacancies.

16.8.1.2 Unit members involuntarily transferred from a reconstituted school site shall be given five (5) days of release time or paid time at unit members’ pro-rata daily rate of pay for the purposes of moving to their new assignment. In addition, the District shall provide packing and moving assistance of unit members’ materials to the new assignment location.

ARTICLE XVII: EVALUATIONS

17.1 Provisions for the 2013-14 year

As a condition of the Association's agreement to amend APPENDIX D as attached and all other minor changes listed below, the District agrees to form a committee of equal representation of teachers (HTA) and administrators (HUSD) with the express purpose of considering and making recommendations to any revisions to the Evaluation Article and any instruments used for evaluation. Additionally, HTA and the District agree that both ARTICLE XVII: EVALUATIONS and ARTICLE XXII: EMPLOYEE BENEFITS be reopened for the 2013-14 year. HTA agrees to provide a comparison of District-provided benefits from like Districts.

This agreement will remain in effect until such time as the HTA/HUSD Joint Committee tentatively agree on any changes to the evaluation article or support forms and those changes are ratified by both HTA and the District.

17.1.1 The attached forms (APPENDIX D1/D2) would be allowed to be used by Administration until such time that the joint HTA/HUSD committee mentioned above brings forward revised forms.

17.1.2 That all temporary/probationary employees shall be evaluated two times before February 15 of the first and second year of probation.

17.1.3 Each September, the personnel office shall notify the site principals and each unit member to be evaluated that school year.

17.1.4 A copy of the Professional Growth Plan and the Observation/Evaluation of Teaching Performance (APPENDIX D1/D2) shall be sent to each member to be completed prior to the statutory deadline for the pre-observation conference with the site principal.

17.1.5 Evaluation dates shall be settled between the administrator and the certificated member. Sufficient time between evaluations for probationary teachers shall be observed.

17.1.6 All evaluations for permanent certificated employees shall be completed, reviewed, and signed by the unit member and administrator prior to May 1 of each year.

17.2 General Provisions

17.2.1 A fundamental premise for a successful evaluation program includes the necessity for honest and open communication between and among the evaluator and the evaluatee.

- 17.2.2 This process is intended to evaluate and assess the performance of certificated employees in accordance with the requirements set forth at Education Code section 44660 et.seq. The objective is to assist the certificated employee to establish, maintain, and improve the learning environment within the scope of the unit members' responsibility.
- 17.2.3 Every probationary member shall be evaluated by their immediate supervisor each year, and every tenured employee shall be evaluated every three years.
- 17.2.4 Evaluations shall be based in part on District goals, classroom objectives, and the unit member's professional growth plan. Mutual agreement on these factors between the evaluator and the evaluatee is highly desirable.
- 17.2.5 The written evaluation shall be narrative in nature and shall be based on the requirements of law and the identified needs of the unit member being evaluated. The evaluator shall not base any evaluation of classroom performance upon any information which is not within the scope of the unit member's responsibility.
- 17.2.6 Formal classroom observations shall be no fewer than 40 minutes in duration for district schools, except by mutual consent of the evaluator and evaluatee, and no longer than 60 minutes at Hamilton Elementary School, Community Day School, and EBHS and no longer than 100 minutes at Hamilton High School.
- 17.2.7 The evaluation process will be supported by regular and on-going instructional coaching through focused inservice, District seminars, peer coaching, collaborative support, and facilitation of the unit member's growth plan as established during the annual conference.
- 17.2.8 No unit member shall be held accountable for any aspect of the educational program over which the member has no authority, no assigned duties, a professional duty to act, or an inability to correct deficiencies.
- 17.2.9 Only alleged violations of procedure for evaluation are grievable.
- 17.2.10 The District shall release certificated employees who are chosen to serve on WASC, BTSA, or CDE-sponsored committees.
- 17.3 Evaluation Forms
 - 17.3.1 The documents which are Appendix "D" shall be the forms used for this process.
- 17.4 Evaluation Conferences
 - 17.4.1 A pre-evaluation conference shall take place within the first eight (8) weeks of the school year. At this conference, evaluation forms will be reviewed and a professional growth plan will be developed.

- 17.4.2 A mid-point conference will occur sometime during the first four (4) weeks of the second semester. At this conference, the professional growth plan will be reviewed and, if needed, amended.
 - 17.4.3 A draft summary of the evaluation will be prepared and given to the unit member four weeks prior to the final draft. The unit member shall have the right to initiate a written reaction or response to the first draft. Such response shall become a part of the final draft.
 - 17.4.4 The final draft will be prepared and discussed at a summative conference during the final weeks of the semester. The following year's evaluation documents will be given to the unit member during the summative conference.
 - 17.4.5 Three (3) copies of each summative evaluation are to be distributed as follows:
 - 17.4.5.1 One (1) copy to employee during evaluation conference.
 - 17.4.5.2 One (1) copy retained by Superintendent/Principal/Evaluator.
 - 17.4.5.3 One (1) original placed in the personnel file of the evaluatee.
 - 17.4.6 By May 1, the evaluator shall have met with each evaluated unit member in a private conference, at which time evaluation of the unit member's work shall have been discussed and, if necessary, specific suggestions for improvement made. The evaluation report shall serve as a guide for the conference. The summative final draft shall be the basis for the following year's professional growth plan.
- 17.5 Procedures Applicable to Employees Receiving an Unsatisfactory Evaluation
- 17.5.1 Any certificated unit member who receives a negative evaluation shall, upon the member's request, be entitled to at least one (1) subsequent observation, conference and written evaluation.
 - 17.5.2 The evaluator of the unit member shall assist the unit member in correcting any cited deficiencies. Assistance may include such items as specific recommendations for improvement, direct assistance in implementing such recommendations, and/or released time (as determined by Superintendent) for the unit member to visit and observe effective teachers in similar classes within the District or in other schools.
 - 17.5.3 A permanent certificated employee who does not correct cited deficiencies, and who continues to be rated unsatisfactory by the District, shall be subject to termination by the District for unsatisfactory performance. Unsatisfactory performance shall be determined by the District according to the indicators set forth in the evaluation domains (see Appendix "D").

17.5.4 Resources for the employee include, but are not limited to:

17.5.4.1 Peer helpers or colleagues;

17.5.4.2 BTSA; and/or

17.5.4.3 Curriculum specialists.

17.6 Probationary Non-Reelection

17.6.1 By March 1, evaluator shall typically meet in a private conference with any probationary unit member whose evaluation does not recommend being retained in employment.

ARTICLE XVIII: DISCIPLINE

18.1 Employee discipline shall be addressed pursuant to Government Code Section 3543.2(b), Education Code Section 44932, and Education Code Section 44660.

18.2 Permanent certificated employees shall be subject to disciplinary action only for just cause and with due process.

18.3 Progressive Discipline

The progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 10 (Grievance Procedure) of the Agreement. Progressive discipline shall include any and all forms of discipline in an incremental manner, including, but not limited to dismissal.

18.4 An employee shall not be disciplined without prior notice and an opportunity for a conference prior to conclusion of any investigation.

18.5 Notice to employee must be fair and adequate: An employee, against whom disciplinary action is taken, shall be provided the following in writing, either in person or by certified/registered mail to the employee's last known address.

Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based.

ARTICLE XIX: STAFF DEVELOPMENT DAYS

19.1 Staff Development Days

- 19.1.1 Staff development day components shall be based on the inservice needs of unit members and on the instructional program.
- 19.1.2 Unit members shall be scheduled for four (4) days per year for the purpose of inservice training.
- 19.1.3 Attendance is mandatory. Make up time must be commensurate with the missed inservice activity and must be approved by the site administrator.

ARTICLE XX: REDUCED WORK YEAR EMPLOYMENT STATUS

20.1 Certificated unit personnel desiring to participate in a part-time employment status may do so under the following conditions.

20.1.1 Participation is on a voluntary basis and subject to Board approval.

20.1.2 Eligibility for this reduced work-year program is met only if unit member has been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years have been full-time employment in the Hamilton Unified School District, Hamilton Union High School District, or Hamilton Union Elementary School District.

20.1.3 The unit member must have reached the age of fifty-five (55).

20.1.4 Reduced workload status will be based on a full school work year as defined in this contract; and the minimum equivalent days worked must be equal to one-half ($\frac{1}{2}$) the number of days in a regular work year.

20.1.5 A unit member accepted into this program shall perform instructional services at times mutually agreed upon and set forth in a written contract that specifies services.

20.1.6 These activities and times, by definition, shall be in the best interests of the District as determined by the District.

20.1.7 A unit member will be accepted into and allowed to continue in the reduced work program on a year-to-year basis; but in no event shall period exceed ten (10) years.

20.1.8 During the contract period, the unit member must submit contributions to the STRS (State Teachers' Retirement System) based on the amount the unit member would have earned if he/she were employed on a full-time basis.

20.1.9 Medical (health, dental and vision) benefits shall remain in effect as if the unit member were a regular full-time employee of the District during the contract period pursuant to Article XXII, Employee Benefits, Item 22.1.3.

20.1.10 A unit member electing to participate in this program may return to a regular full-time certificated position in the District only by mutual consent of the member and District.

ARTICLE XXI: SALARY REGULATIONS

21.1 General

- 21.1.1 All current teachers shall be placed on the Teacher Salary Schedule. New teachers shall be placed on the salary schedule in accordance with their educational training and previous experience.
- 21.1.2 Teachers who serve less than the required annual number of working days or hours for regular full-time teaching positions shall receive salary in the ratio that the number of hours actually served bears to the total number of annual working days or hours for full-time position.
- 21.1.3 Salary warrants for regular teachers shall normally be issued on the last working day of the month. Salary warrants for services in addition to the teacher's regular assignment shall be made not later than the fifteenth day of the payroll period in which the service was performed.

21.2 Initial Step Placement and Step Movement

- 21.2.1 Teachers shall be given credit on a year-for-year basis, up to five years maximum rate-in at the time of initial placement on the salary schedule for previous teaching experience, military service, or service with Peace Corps. Teaching experience for salary schedule placement purposes shall include all experience in positions requiring certification qualifications.
- 21.2.2 Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. A teacher must be employed for at least 75 percent of a school year before he/she shall be given credit for the year's experience for salary advancement purposes.

21.3 Horizontal Column Movement

- 21.3.1 Course credit for salary placement and movement shall be given only for post graduate, upper division, or graduate course work taken at four year colleges, universities, or graduate schools which are accredited by a regional accrediting commission, except under a waiver, as provided for in Item 3.5.
- 21.3.2 Semester hours (units), as defined by the particular accredited college or university, will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.
- 21.3.3 Teachers requesting reclassification from one class (column) to another must file such request with the Superintendent not later than June 1 of each year. Supporting records or transcripts verifying post graduate units of study that are to apply toward such a reclassification must be filed with the Superintendent not later than September 15. If the teacher is unable to submit supporting records or transcripts verifying post graduate units of study that are

to apply toward reclassification, official notes in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications, which indicate satisfactory completion of the course(s), shall be verified by transcripts within three (3) months of the month of the date of the temporary certificate.

21.3.4 The burden of proof of training, experience, possession of credential, and other required documents shall lie with the teacher, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.

21.3.5 If a teacher believes that participation in a lower division course will be of direct benefit to the district and that a similar benefit is not available at an upper division or graduate course level, such teacher may petition the District for a waiver. Such waiver, if granted, allows the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in a lower division course, the teacher must make formal application to the district and receive approval from the Superintendent in the form of the aforementioned letter.

21.4 Statement of Units

21.4.1 The District shall provide each teacher by the first day of October, a statement of the number of units that the District has on file for them. This statement shall also include the total number of days of sick leave that have accumulated.

21.5 Annual Advancement

21.5.1 Each unit member shall advance in a class, one (1) step per year, for each year of experience until additional steps cease to exist.

ARTICLE XXII: EMPLOYEE BENEFITS

22.1 Active Employees

- 22.1.1 Each eligible employee shall be entitled to receive health insurance benefits as outlined in Appendix B.
- 22.1.2 Health benefits are deemed to be a portion of the compensation provided by the District for service and, as such, each eligible unit member shall be entitled to twelve (12) months of benefits coverage for one (1) year's service to the District as defined in Article XII Work Hours/Work Year of this agreement.
- 22.1.3 Eligibility for health insurance
 - 22.1.3.1 Fulltime employees (6/6 time or 36.25 hours per week): 100% of the district cap.
 - 22.1.3.2 Part-time employees (5/6 time or 29.0 hours – 36 hours per week): 100% of the district cap.
 - 22.1.3.3 Part-time employees (3/6 time and 4/6 time or 18 hours – 28.9 hours per week): 50% of the district cap.
 - 22.1.3.4 Part-time employees (2/6 time or less or less than 18 hours per week): May participate at his/her own expense.
- 22.1.4 The District shall provide life insurance to all certificated employees as outlined in Appendix B.
- 22.1.5 The District will not change the level of existing health benefit coverage except through the negotiations process.
- 22.1.6 Individual unit members receiving benefits currently in excess of that for which they are now contractually eligible shall continue to receive health benefit coverage at their current level.
- 22.1.7 In Lieu Compensation
 - 22.1.7.1 Any savings from the health plan selection as allowed by the health care administrator below the District's contribution to the benefit plan will be remitted to the employee in a prorated monthly health stipend.
 - 22.1.7.2 Unit members who work less than fulltime and are eligible for health insurance benefits pursuant to Article XXII, Section 22.1.3, may elect compensation in lieu of medical benefits once per year during the Open Enrollment period.

- 22.1.7.3 Unit members previously electing 'in-lieu of benefits' may surrender 'in-lieu of benefits' and claim the standard medical benefits package during the Open Enrollment period each year or following the loss of their existing medical coverage through a spouse or domestic partner.
- 22.1.7.4 Unit members selecting compensation in lieu of medical benefits will provide The District with documentation or an affidavit showing they are fully insured for medical benefits through a spouse's or domestic partner's employment.
- 22.1.7.5 Unit members electing compensation in lieu of medical benefits will receive The District's contribution per year paid in a prorated stipend.
- 22.1.7.6 Unit members electing compensation in lieu of medical benefits may enroll in the Dental Insurance Program. The Dental Insurance premium will be deducted from the compensation in lieu of benefits.
- 22.1.7.7 Unit members electing compensation in lieu of benefits may enroll in the District Vision Plan. The Vision Plan's premium will be deducted from the compensation in lieu of benefits.
- 22.1.7.8 Spouse or domestic partners who are also full time District employees are not eligible for in lieu of benefits.
- 22.1.7.9 This in lieu of provision shall be effective to the extent it comports with obligations and provisions of the CVT Health Benefit Program.
- 22.1.7.10 This in lieu of benefits option will cease if the District selects a new medical benefits carrier requiring universal participation, or if the state or federal law requires universal participation of all fulltime employees.

22.2 Retired Employees

- 22.2.1 For a full-time employee who retires, the District agrees to provide health, vision and dental benefits until the retired employee reaches the age of sixty-five (65).
- 22.2.2 Medical benefits provided shall be the same as those which are provided to an active certificated employee in the month that the benefit is received, subject to the following conditions.

- a. The unit member must have served at least 15 (fifteen) years in the Hamilton Unified School District as an employee;
 - b. The unit member must have reached a minimum age of fifty-five (55) before retirement;
- 22.2.2.1 A retiree's dependents will be added at District cost, up to the District cap, to retiree's coverage so long as retiree is eligible.
- 22.2.2.2 Coverage will cease at death of the employee before age sixty-five (65) except that dependent coverage will continue until the end of the month in which the retiree would have reached the age of sixty-five (65).
- 22.2.3 An employee who has been granted retirement benefits pursuant to this subsection and who subsequently obtains employment outside the District with an employer who provides fully paid health insurance, shall be required to terminate the health insurance provided by the District.
 - 22.2.3.1 Said employee shall relinquish any and all rights to the benefits provided under this sub-section, irrespective of whether said employee continues to retain employment with an employer providing insurance benefits. Thus, a retired employee shall in no event, nor under any circumstances, ever be entitled to reclaim any of the benefits provided for under this Agreement.
- 22.3 COBRA
 - 22.3.1 Cobra will be applied pursuant to Federal law (COBRA).
- 22.4 Payroll Deduction
 - 22.4.1 Should the required annual premiums for the plans listed in A., B. and C. above exceed the District's required annual contribution set forth in D. above, the shortfall shall be converted to a monthly sum by dividing by 11. The employee shall execute a payroll deduction form to pay the difference each month. Failure to do so shall result in cancellation of insurance coverage for non-payment of premiums.
- 22.5 Golden Handshake
 - 22.5.1 If authorized by statute, the District may make the statutory Golden Handshake available to eligible credentialed bargaining unit members who apply. Any such application must, of necessity, meet the statutory requirements. An employee who wishes to receive the Golden Handshake shall make application no later than December 31 of the affected school year for retirement at the end of the school year. The employee may "condition" his/her retirement on receipt of the Golden Handshake.

ARTICLE XXIII: PEER ASSISTANCE AND REVIEW

23.1 General

- 23.1.1 The Hamilton Teachers Association and the Hamilton Unified School District strive to provide the highest possible quality of education. In order for students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues.
- 23.1.2 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article XVII: Certificated Employee Evaluations, of this Contractual Agreement.

23.2 Purpose

- 23.2.1 The parties have cooperated in the design and implementation of this Peer Assistance and Review Program ("Program" or "PAR") to improve the quality of instruction through opportunities for professional development and peer assistance. Teachers referred to, or who volunteer in, this Program are viewed as valuable professionals.
- 23.2.2 The Program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies and teaching methods.
- 23.2.3 The extent of the Program's assistance and review depends on whether the participating teacher is:
 - 23.2.3.1 a participating teacher with an unsatisfactory evaluation in one (1) or more of the domains of the California Standards for the Teaching Profession ("CSTP"); or
 - 23.2.3.2 a beginning teacher; or
 - 23.2.3.3 a voluntary participating teacher.
- 23.2.4 The Program's assistance shall be provided through Consulting Teachers, but shall not involve the participation in, nor the conducting of, the annual evaluation of unit members as set forth in Article XVII: Certificated Employee Evaluations, of this Agreement and Education Code section 44660 et seq.

23.2.5 Program resources shall be utilized in the following order:

23.2.5.1 Participating Teachers with an unsatisfactory evaluation in one (1) or more of the domains of the CSTP;

23.2.5.2 Beginning Teachers; and then

23.2.5.3 Voluntary Participating Teachers.

23.3 Definitions

23.3.1 “Classroom Teacher” or “Teacher.” Any unit member who is covered by Article II: Recognition, of this Agreement.

23.3.2 “Participating Teacher.” A classroom teacher who either volunteers for, or is required by this Article to participate in, the Program. Such teacher shall be an individual who meets one (1) of the following qualifications:

23.3.2.1 “Participating Teacher with an Unsatisfactory Evaluation.” A unit member with permanent status whose most recent performance evaluation contained one (1) or more “Unsatisfactory” ratings in the domains of the CSTP, as specifically designated by Article XVII: Certificated Employee Evaluations, of this Agreement.

23.3.2.2 “Beginning Teacher.” For purposes of this Article, a unit member who is either (1) probationary; (2) employed pursuant to a full-year temporary contract; or (3) any District teaching intern participating in a program established according to Education Code Sections 44305 et seq. and 44325 et seq. Support to a Beginning Teacher pursuant to this Program is to be closely coordinated with other District programs for training and assistance to beginning teachers.

23.3.2.3 “Voluntary Participating Teacher.” A unit member with permanent status who wishes to engage in a professional growth activity pursuant to a Professional Growth Plan utilizing the assistance of a Consulting Teacher.

23.3.3 “Consulting Teacher.” An exemplary teacher who meets the requirements of Section 5 of this Article and who shall provide program assistance to the Participating Teacher. The Consulting Teacher shall possess at least the following minimum qualifications:

23.3.3.1 He/she shall be a credentialed classroom teacher with permanent status;

23.3.3.2 He/she shall have possessed at least five (5) years of recent experience in classroom instruction;

- 23.3.3.3 He/she shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject-matter knowledge, knowledge of and commitment to District curricular goals and standards and the California Standards for the Teaching Profession, and mastery of a range of teaching strategies necessary to meet the needs of the pupils in different contexts;
- 23.3.3.4 He/she shall have demonstrated a continuing ability to work cooperatively and effectively with other teachers and administrators, shall have demonstrated effective leadership skills and abilities, and shall have substantial experience working on school or District committees; and
- 23.3.3.5 He/she shall have the ability to communicate effectively, both orally and in writing.
- 23.3.4 “Principal” or “Evaluating Principal.” The certificated administrator appointed by the District to evaluate a certificated teacher pursuant to Education Code section 44600 et seq. and Article XVII: Certificated Employee Evaluations, of this Agreement.
- 23.3.5 “Joint Teacher/Administrator Peer Review Panel.” That body which governs and oversees the PAR Program, as described more fully in Section 4 of this Article, and whose responsibilities include, but are not limited to, administration of the Program, selection and oversight of Consulting Teachers, and recommendations to the Governing Board regarding Participants for inclusion in the program.
- 23.4 Joint Teacher/Administrator Peer Review Panel
 - 23.4.1 General Provisions
 - 23.4.1.1 The Joint Teacher/Administrator Peer Review Panel (“Panel” or “Joint Panel”) shall consist of three (3) members.
 - a. Two (2) members shall be certificated classroom teachers who are chosen to serve by the Association.
 - b. The third member shall be a District administrator chosen by the District to serve on the Joint Panel.
 - c. The District and the Association shall individually determine the method for selection, and the qualification to serve, of its selected Panel member(s), as well as the method for filling of Panel vacancies.
 - 23.4.1.2 To promote continuity, appointees shall serve staggered three (3) year terms.

23.4.1.3 The Joint Panel shall establish its own meeting schedule. To meet, at least two-thirds of the members must be present, one (1) of whom must be a District administrator. Such meetings shall take place during the regular teacher workday, with a grant of release time to panel members and, if necessary, Consulting Teachers and Participating Teachers, or during non-school time.

23.4.1.4 The Joint Panel shall establish procedures and regulations necessary to carry out the requirements of this Article, including but not limited to a procedure for the selection of a Panel Chairperson.

23.4.1.5 In addition to his/her regular salary, a Joint Panel member shall receive an annual stipend of One Thousand Dollars (\$1,000).

23.4.2 Duties and Responsibilities With Regard to Consulting Teachers

The primary responsibility of the Joint Panel shall be the selection and oversight of the Consulting Teachers. In addition, the Joint Panel shall be responsible for the following.

23.4.2.1 Establishment and administration of a procedure for application as a Consulting Teacher in accordance with Section 5 of this Article.

23.4.2.2 Assigning the Consulting Teacher, and thereafter annually evaluating the effectiveness of that teacher in his/her role as a Consulting Teacher.

a. If so determined, the Joint Panel may remove a Consulting Teacher from the Program.

b. Reasons for removal include, but are not limited to, the specific needs of the Program or the inadequate performance of Consulting Teacher.

23.4.2.3 The Joint Panel shall coordinate with the District to provide annual training for the Joint Panel members, Consulting Teachers and, where appropriate, Participating Teachers.

23.4.3 Duties With Regard to a Participating Teacher with an Unsatisfactory Evaluation

23.4.3.1 The Joint Panel shall send written notification of required participation in the Program to the Participating Teacher with an Unsatisfactory Evaluation, the Consulting Teacher and the site Principal.

23.4.3.2 Thereafter, the Joint Panel shall review the final report prepared by the Consulting Teacher regarding the progress in the PAR Program of the Participating Teacher with an Unsatisfactory Evaluation.

23.4.4 Annual Evaluation

23.4.4.1 By March 1 of each year, the Panel shall submit a written and oral report to the Governing Board and the Association.

- a. The report shall include an assessment of the Program's impact and success, including recommendations for improvement of the PAR Program.
- b. The annual assessment may include interviews of Program Participants, Principals, and others as deemed appropriate.
- c. The report shall include recommendations regarding Participating Teachers with Unsatisfactory Evaluations.

23.5 Consulting Teachers

23.5.1 General Provisions

23.5.1.1 Each application to serve as a Consulting Teacher must be supported by two (2) references from individuals with specific knowledge of his/her qualifications, as follows.

- a. A District administrator or immediate supervisor;
- b. An Association representative; and/or
- c. Another classroom teacher.

23.5.1.2 All applications and references shall be treated with confidentiality. Applications and references shall be submitted directly to the Joint Panel by the author of the Application for Consideration as Consulting Teacher.

23.5.1.3 Consulting Teachers shall be selected by a majority vote of the Joint Panel following classroom observations by the Joint Panel. A Consulting Teacher cannot be a member of the Joint Panel.

23.5.1.4 The term of the Consulting Teacher shall be one (1) year with annual renewal for up to three (3) years. A teacher may not serve in the position for more than three (3) full terms, each one (1) year in duration, or a maximum of three (3) years, provided other acceptable candidates are available.

23.5.1.5 A Consulting Teacher serves on a part-time basis.

- a. He/she shall have a regular full-time teaching assignment but shall be provided with release time for each assigned Participating Teacher.
- b. In addition to his/her regular salary, a part-time Consulting Teacher shall receive an annual stipend of Four Thousand Dollars (\$4,000), or whatever the current Mentor receives.

23.5.1.6 Duties and Responsibilities with Regard to Program Participants

- a. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities which, in his/her professional judgment, will assist the Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Principal.
- b. The Consulting Teacher shall meet with the referred Participating Teacher with an Unsatisfactory Evaluation to discuss the PAR Program, to develop a plan designed to assist the Participating Teacher in complying with the Professional Improvement Plan.
- c. The plan must include performance goals for the Participating Teacher. In addition, the Consulting Teacher and Participating Teacher shall discuss and develop a process for evaluating that teacher's participation in the Program.
- d. The Consulting Teacher shall conduct multiple observations of the Participating Teacher with an Unsatisfactory Evaluation during classroom instruction, and shall have both pre-observation and post-observation conferences.
- e. The Consulting Teacher shall monitor the progress of the Participating Teacher with an Unsatisfactory Evaluation and shall provide periodic written reports to the teacher for discussion and review.
 - 1) A "draft" copy of the Consulting Teacher's report shall be submitted to, and discussed with, the Participating Teacher with an Unsatisfactory Evaluation who shall then have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the Participating Teacher for signature. The

participating Teacher's signing of the report does not necessarily mean agreement, but rather than he/she has received a copy of the report.

- 2) The Consulting Teacher shall promptly submit a final report to the Joint Panel. The Participating Teacher with an Unsatisfactory Evaluation shall have the right to submit a written response, within twenty (20) days of the receipt of the "draft" report, and have it attached to the final report.

23.6 Program Participation

23.6.1 By participating Teachers with an Unsatisfactory Evaluation

23.6.1.1 Any such teacher must participate in the Program.

23.6.1.2 Such teacher will be assigned a Consulting Teacher. A Participating Teacher shall have the right of reconsideration should he/she be dissatisfied with the Consulting Teacher assigned him/her. In such case, the Participating Teacher shall inform the Peer Review Panel, in writing, of the bases for his concerns. Upon such notification and determination of validity, the Panel shall assign another staff member to assume Consulting Teacher duties to that teacher. The granting of requests for reconsideration shall not be unreasonably denied by the District.

23.6.1.3 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator in the Professional Improvement Plan (PIP).

- a. These recommendations shall be written, aligned with the student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered the performance goals required by Education Code sections 44664(a) and 44500(b) (2).
- b. The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet with the Participating Teacher to discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.
- c. The Consulting Teacher and the evaluating Principal are expected to develop a cooperative relationship and shall coordinate and align the assistance that should be provided to Participating Teachers by the Consulting Teacher.

- d. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 5 above which shall also involve conducting multiple classroom observations of the Participating Teacher.

23.6.1.4 Before March 1 of each year, the Consulting Teacher shall complete a written assessment of the teacher's performance and participation in the Program consisting solely of:

- a. A description of the assistance provided to the Participating Teacher; and
- b. A description of the results of the assistance in the targeted areas.

This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.

23.6.1.5 The results of the teacher's participation in the Program shall be available for use as part of the Participating Teacher's annual evaluation.

- a. The evaluating Principal shall have the discretion as to whether, and how, to use the results set forth in the report in the annual evaluation.
- b. The Consulting Teacher's report on participation in that Program shall be made available to the District for placement in the Participating Teacher's personnel file if the report is referenced by the Principal in the evaluation.

23.6.1.6 After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.

23.6.1.7 The District shall have the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.

23.7 By Beginning Teachers

23.7.1 A Consulting Teacher will be assigned to one (1) or more Beginning Teachers to provide assistance. During the first year of assistance to a Beginning Teacher, the Consulting Teacher shall concentrate the assistance in the area of the CSTP. In the second year of assistance to a Beginning Teacher, assuming continued employment, the Consulting Teacher will focus the assistance in the

areas listed by the evaluating Principal as needing improvement and/or assistance.

- 23.7.2 The Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
- 23.7.3 Because Beginning Teacher participation in the Program is not legally mandated, a Consulting Teacher shall not report to the Joint Panel, Principal or Governing Board regarding the progress of the Beginning Teacher. Further, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Governing Board the names of individual Beginning Teachers who participate in the Program.
- 23.7.4 The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness for Beginning Teachers and specific areas for improvement in the Program to the Joint Panel.
- 23.7.5 The Joint Panel will annually report to the Governing Board and the Association on the overall effectiveness of the Program for Beginning Teachers.

23.8 By Voluntary Participating Teachers

- 23.8.1 Voluntary Participating Teachers are expected to be high performing individuals who either wish to grow and learn with the assistance of a peer, or who seek assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of either certain teaching skills, the acquisition of a new subject matter, or expanded practice in the CSTP.
- 23.8.2 The Voluntary Participating Teacher must first submit to the evaluating Principal a written plan for professional growth requesting the assistance of a Consulting Teacher. If the plan is approved by the Principal and involves a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Principal and the Voluntary Participating Teacher for planning and coordinating the plan.
- 23.8.3 The purpose of participation in the Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his/her participation in the Program at any time.

- 23.8.4 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, both the Consulting Teacher and the Joint Panel will be on an “only as required” basis as determined by the individual plan.
- 23.8.5 All communications between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. Without the written consent of the Voluntary Participating Teacher, such communication shall not be shared with others including, but not limited to, the site Principal, the evaluator or the Joint Panel.

23.9 Other Provisions

- 23.9.1 Functions performed by unit members as Consulting Teachers or members of the Joint Panel pursuant to this Article shall not constitute either management or supervisory functions as defined by Government Code section 3540.1(g) and (m). Such unit members shall continue to enjoy all rights afforded to other certificated bargaining unit members of the District.
- 23.9.2 Unit members who perform functions as Consulting Teachers or Joint Panel members under this Article shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 23.9.3 All documents and information relating to a specific employee’s participation in this Program is regarded as a personnel matter. Such records are, therefore, exempt from disclosure under the California Public Records Act (Government Code section 6250, et seq.) as a personnel record.
 - 23.9.3.1 The annual evaluation of the Program’s impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - 23.9.3.2 The selection process for Consulting Teachers, to the extent it contains records related to identifiable individuals, will be treated as confidential and will not be disclosed except as required by law.
 - 23.9.3.3 This Article shall not be grievable. Any claim(s) that this Article has not been properly implemented shall be presented in writing to the Joint Panel with copies to the District and the Association. Any such claim shall be addressed in the Joint Panel’s annual report to the Governing Board.
 - 23.9.3.4 Expenditures for this Program shall not exceed the revenue received under AB-1X and, where applicable, BTSA.

- 23.9.3.5 Nothing in this Article shall in any way modify or affect the rights of the District under provisions of the Education Code relating to the employment, classification, retention, nonreelection or release of certificated employees.
- 23.9.3.6 The parties acknowledge that the State of California has laws and/or regulations that allow the District to participate in the Peer Assistance and Review Program. However, the Parties also acknowledge that there is no guarantee that the aforementioned laws and/or regulations will remain in effect. Consequently, the Parties further agree that, if the aforementioned laws and/or regulations change in any way, the provisions of this Article will immediately expire.

ARTICLE XXIV: MEDICAL ADMINISTRATIVE ACTIVITIES (M.A.A.)

- 24.1 The Medical Administrative Activities (M.A.A.) program allows school districts to be reimbursed federal dollars for costs incurred while performing certain administrative activities. Employees provide health related services to students in the course of their job duties and these activities or services are reimbursable. Employees must complete time surveys detailing the nature and extent of the services provided.
- 24.2 In the absence of the District issuing a Negative or Qualified Certification on the First or Second Interim reports, the District will distribute all Medical Administrative Activities funds accumulated from the previous fiscal year by the District and allocated to eligible employee units no later December 31 following receipt of those funds. Subsequent to the issuance of a Negative or Qualified Certification, all aforementioned MAA funds shall be retained by the District until such time as the District issues a Positive Certification on either the First or Second Interim reports.
- 24.3 Eligible employees:
- 24.3.1 Those who generated funds from that year.
 - 24.3.2 Those who replace and serve in the same position as the employee who generated the funds.
 - 24.3.3 Full-time (83% to 100% of a full time contract): 100% of allocation.
 - 24.3.4 Part-time (up to 82% of a full time contract): 50% of allocation.
- 24.4 Direct costs of operating the MAA program shall receive first priority for funding to include the MAA portion of salaries of the MAA Coordinator and the Business Manager as well as program supplies and equipment. Not to exceed \$12,500
- 24.5 \$7,500 for the computer technician and \$15,000 of the Counseling Secretary's/High School Library Technician salary and up to \$15,000 of the Elementary School's Librarian salary shall receive second priority for funding.
- 24.6 \$2,000 dollars MAA funding for Agricultural Instructors stipend to be split between the Agriculture Teachers.
- 24.7 A \$20,000 contribution to the Post Retiree Fund shall receive third priority for funding.
- 24.8 \$10,000 annual for new computers/new labs at either site as funding and space become available. This may be used to upgrade teacher computers as well; Classified Employee and District Administration would not be included in these funds. The HULC will oversee the expenditures of this money.

- 24.9 Remaining MAA funds shall be allocated to eligible employees (See Item 2 above) on the following basis:
- 24.9.1 Certificated: 65 percent of funds divided by the number of employees who generate MAA funds.
 - 24.9.2 District Counseling/Dean of Students: 10 percent of the funds divided by the number of employees who generate MAA funds.
- 24.10 The Business Manager shall keep a record of MAA account balances for all employees. Funds may be carried over from year-to-year. If an eligible employee is no longer employed by the district, the remaining fund balance shall be returned to the employee unit (for example, certificated, classified, etc.) for reallocation the subsequent fiscal year.
- 24.11 MAA fund expenditures must receive prior approval from Superintendent and the District Governing Board. MAA funds may be used, but not limited to, equipment, supplies, staff development, student enrichment, and instructional materials. Staff may elect to use their respective MAA accounts to propose District/school site positions to the administration.

ARTICLE XXV: SHARED CONTRACTS

- 25.1 Shared contract unit members working less than sixty percent (60%) shall accrue service credit for annual salary advancement in direct relation to their percentage of employment. No unit member shall remain more than two (2) years on a single, existing, salary schedule step. Any unit member working seventy-five percent (75%) or more of the full-time workdays of any given school year shall receive a full year's service credit for each year worked.
- 25.2 Both members of a team are responsible for information from inservices and staff or grade level meetings. One (1) member of the team will be required to attend these meetings at no increased cost to the District and will be responsible for sharing all information with the team partner. Both are also responsible for taking an active part in District and school inservices, parent conferences, yard duty, and other duties as required. When additional time of service is required, then the employee will be paid for the additional time at his/her regular rate of pay; otherwise, the employee will have the option of leaving when his/her usual time has been fulfilled. A calendar will be developed by the school site administrator specifying required work days and required extra-class responsibilities for each team."
- 25.3 When an employee in the shared contract program uses a substitute, he/she must indicate which leave provision is being used, such as sick leave, personal necessity, or other leave. The person sharing the contract with the individual will, if he/she desires to do so, substitute for the partner and be paid as a substitute teacher; otherwise, a regular substitute will be employed."

ARTICLE XXVI: MISCELLANEOUS PROVISIONS

- 26.1 This Agreement shall supersede any rules, regulations, or practices of the District existing on the date of ratification which are inconsistent with terms of Agreement.
- 26.2 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall post the contract on-line on the District website and provide one hard copy at the Hamilton Elementary and Hamilton High School offices.

ARTICLE XXVII: DURATION

- 27.1 This Agreement shall remain in full force and effect from the date of ratification by both parties through and including June 30, 2016.
- 27.2 On or before October 1 of each year for the following year's negotiations, either the District or the Association may give written notice to the other party of its desire to negotiate:
 - 27.2.1 The Salary Schedule (Appendix A), Benefits Package (Appendix B); and Extra Duty Pay (Appendix C).
 - 27.2.2 Two other Articles of each party's choice.
 - 27.2.3 Any Article mutually agreed upon.
- 27.3 In the event that neither party gives appropriate written notice under this article, this Agreement shall be extended for at least one (1) more year each time notice is not given.
- 27.4 While negotiations are occurring, the District will advance dollars to pay increased premium costs (if any are required) to maintain the benefits set forth in Appendix "B."
 - 27.4.1 The District's total dollar obligation under this provision (5) shall not exceed the sum derived by multiplying the state funded COLA to the District's Base Revenue Limit for the year in question, times the total dollars spent in the preceding year for the base salaries and benefits (Appendix "B") of HTA unit members.
 - 27.4.2 Any dollars so advanced shall be deemed a part of the final economic settlement.
 - 27.4.3 Upon completion of negotiations, where appropriate, the dollar amounts set forth in Appendix "B" shall be increased to reflect the agreed upon amounts.

SIGNATURE PAGE

AGREEMENT

This Agreement shall remain in full force and effect from the date of ratification by both parties through and including June 30, 2016.

Between the
Hamilton Unified School District and Hamilton Teacher's Association

Tentative Agreement Proposed May 16, 2013 signed and entered on May 22, 2013

Ratified by HTA: June 4, 2013

Approved by the HUSD Governing Board: June 10, 2013

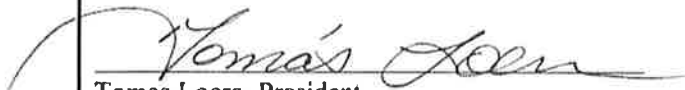
Signed this 29th day of October, 2013.



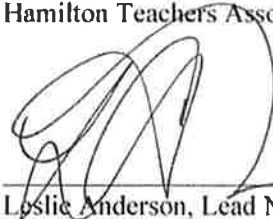
Charles Tracy, Superintendent
Hamilton Unified School District



Alexandra Charlon, President
Hamilton Teachers Association (HTA)



Tomas Loera, President
Hamilton Unified School District Governing Board



Leslie Anderson, Lead Negotiator
Hamilton Teachers Association (HTA)

APPENDIX A

**HAMILTON UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
TEACHERS
DISTRICT COUNSELORS/DEAN OF STUDENTS
2013-2014
CAP \$11,100**

STEP	COLUMN I Less than clear BA+	COLUMN II BA + 30	COLUMN III BA + 45	COLUMN IV MA + 12 BA + 60	COLUMN V* MA + PPS
1	36,676	40,250	42,330	44,377	55,780
2	36,744	41,457	43,532	45,709	57,122
3	37,852	42,704	44,838	47,080	58,493
4	42,282	43,984	46,180	48,491	59,904
5		45,304	47,588	49,944	61,357
6		46,682	48,992	51,446	62,859
7		48,064	50,465	52,988	64,401
8		49,505	51,979	54,576	65,989
9			53,538	56,214	67,627
10			55,142	57,900	69,313
11			56,797	59,636	71,049
12			58,503	61,429	72,842
13				63,269	74,682
14				65,169	76,582
15				67,122	78,535
16 - 19				69,143	80,556
20 - 23				71,671	83,084
24 - 27				73,346	84,759
28 over				75,546	86,961

184 days for Teachers

***194 days for District Counselors/Dean of Students** (Refer to Appendix F)

Effective July 1, 2013

APPENDIX B

HTA proposes to reopen this article for the 2013-2014 school year on or before October 1, 2013, after the new CVT cost structure is published in May to discuss an increase to the District contribution to the benefit package.

EMPLOYEE BENEFITS

Effective July 1, 2009

1.0 District-paid Health Insurance Cap

- \$11,100 for fulltime employees (5/6-time and greater)
- \$5,550 for part-time employees (3/6- and 4/6-time)
- Zero (\$0) for 2/6-time or less

2.0 Medical plans

- Central Valley Trust Medical
- Composite Rate Structure
- PPO Plans 1A, 4A, 6C, 10D, and High Deductible Plan 1

3.0 Dental plan

- Delta Dental Standard Plan
- Composite Rate Structure
- Incentive Plan with two (2) cleanings and \$2,000 calendar year with orthodontic benefits

4.0 Vision plan

- VSP
- Composite Rate Structure
- Plan B with \$10 deductible

5.0 Life Insurance

- \$25,000 term life insurance plan
- Dependents may be added at employee expense

APPENDIX C

Extra Duty Salary Schedule 2013-2014

Position	Stipend	Active	InActive				
Extra Duty Schedule							
Academic Decathlon	\$ 832.00	832					
Agriculture Instructor*	\$ 8,000.00	8000					
Assistant Coach	\$ 546.00		546				
Athletic Trainer	\$ 2,500.00		2500				
Baseball-JV	\$ 2,043.00		2043				
Baseball-Varsity	\$ 2,500.00	2500					
Basektball-Boys JV	\$ 2,043.00	2043					
Basketball-Boys Varsity	\$ 2,500.00	2500					
Basketball-Girls JV	\$ 2,043.00	2043					
Basketball-Girls Varsity	\$ 2,500.00	2500					
Basketball-Boys 7th/8th Grade	\$ 1,843.00	1843					
Basketball-Girls 7th/8th Grade	\$ 1,843.00	1843					
BCLAD/LDS Certification	\$ 286.00		286				
Cheerleader Advisor	\$ 1,968.00		1968				
Choir Director	\$ 4,722.00		4722				
Counselor-Academic	\$ 3,677.00		3677				
Counselor-Substance Abuse	\$ 2,917.00		2917				
Counselor-CAHSEE	\$ 2,184.00		2184				
Counselor-10th Grade	\$ 4,819.00		4819				
Cross Country	\$ 2,500.00		2500				
Drama Advisor	\$ 876.00	876					
Farm Manager	\$ 4,536.00	4536					
Football-JV	\$ 2,043.00	2043					
Football-JV Assistant	\$ 1,816.00	1816					
Football-Varsity	\$ 2,500.00	2500					
Football-Varsity Assistant	\$ 1,816.00	1816					
Football-7th/8th Grade	\$ 1,843.00	1843					
After School Tutoring/ Extended/ GATE	\$45/hr		45/hr				
District GATE Coordinator	\$ 1,500.00		1500				
MEChA	\$ 715.00	715					
Music Director	\$ 286.00		286				
Soccer-Boys	\$ 2,500.00	2500					
Soccer-Girls	\$ 2,500.00	2500					
Softball-JV	\$ 2,043.00		2043				
Softball-Varsity	\$ 2,500.00	2500					
Track	\$ 2,500.00	2500					
Track-Assistant Coach	\$ 1,816.00	1816					
Volleyball-JV	\$ 2,043.00	2043					
Volleyball-Varsity	\$ 2,500.00	2500					
Volleyball-7th/8th Grade	\$ 1,843.00	1843					
Wrestling	\$ 2,500.00		2500				
Yearbook Advisor HS ONLY	\$ 1,514.00	1514					
CSF	\$ 800.00	800					
CJSF (from Super MAA)**	\$ 400.00	400					
* Agriculture Instructor \$6,000 District Funding, \$2,000 MAA Funding							
** Only until District GATE Coordinator position is filled							
Note: Once District GATE Coordinator position is filled it will be District GATE Coordinator/CJSF							
District GATE Coordinator \$1,100 and \$400 CJSF = \$1,500							

EXTRA DUTY SALARY SCHEDULE NOTES

APPENDIX C1

Coaching:

7th/8th Grade Coaching Stipends

The District will offer sports teams at the elementary school for the 2013-2014 school year and will pay the stipend for the 8th grade coach per sports to coach. No more than one coach per team unless the coach agrees to split the aforementioned stipend with another coach. The sports teams that will be offered for the 2013-2014 school year will be as follows.

One 7/8 grade Volleyball	One 7/8 Girls Basketball
One 7/8 grade Football/Soccer	One 7/8 Boys Basketball

The concession requested would be under the following conditions:

1. All seasons will not exceed eight (8) weeks in length including practice and games.
2. No more than two game/contests per week per team, for a maximum of 7 to 9 games per season. There will be one (1) basketball tournament scheduled.
3. The District will coordinate/schedule all games, seasons' dates, and facilities for games. Every game will be within a reasonable distance. The Athletic Director will make every effort to provide a season schedule in advance of any particular season.
4. Site Administrator or their designee will be responsible for game security at all home games.
5. The District will recruit coaching staff when vacancies occur and interview candidates along with the site administrator or their designee.
6. Current coaches will have rights to position they coached in the prior school year, but at the aforementioned stipend.
7. The District would ensure that adequate time is scheduled between the start of one sport and the end of another so that all students wishing to participate may try out for the team and adequate pre-season practice is offered.
8. The District will ensure that all middle school athletes have proper medical clearance to participate in sporting teams.
9. The District will arrange for all home contests referees. (High School Athletes may be used to referee on a voluntary basis at middle school contests only)

Coaches responsibilities:

1. Plan and implement a quality practice plan.
2. Ensure all athletes are adequately protected for the event/sport they are participating.
3. The District agrees to provide the same level of transportation services for both the high school and the elementary sports programs. Coaches are encouraged to arrange for parent drivers for all away contests or team fund raise to pay for district-owned transportation for all away contests (at the current District mileage rate).
4. Coach discretionary fundraising for their specific team as desired. (Please remember to follow all ASB accounting rules, state and federal laws as required of any fundraising for school or school sponsored events.)

Fundraising:

1. Admission may be charged for all home elementary games with the proceeds to be deposited into the elementary ASB athletic student body account.
2. Concessions may be offered by the elementary at all elementary sporting events. All proceeds to be deposited into the appropriate student body account at the elementary school for the sponsoring club.

Agreement on 7th / 8th coaching stipends, district concessions, and coaching responsibilities will be for the 2013-2014 year only. Review at the end of the 2013-14 school year.

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

APPENDIX D1

PROFESSIONAL GROWTH PLAN

Teacher:	Date:
-----------------	--------------

School Year:	Date:
---------------------	--------------

The Professional Growth Plan is a collaborative effort that supports the teacher's desire to improve instructional skills and requires both the teacher and the evaluator to work in a collaborative, supportive setting.

Part A: Self-Analysis of Teaching Practices

Using the Evaluation of Teaching Performance, complete a self-evaluation. Identify areas of strength/effective practice and select areas for improvement.

Write goals for professional improvement and growth.

Part B: Growth Goals

1. Goal Statement No. 1: _____

a. Action plan (include district support that is necessary to achieve goal, for example, instructional supervision, coaching, inservice, conferences, district seminars, etc. _____

b. How does this goal address the California Standards for the Teaching Profession? _____

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

2. Goal Statement No. 2: _____

a. Action plan (include district support that is necessary to achieve goal, for example, instructional supervision, coaching, inservice, conferences, district seminars, etc.) _____

b. How does this goal address the California Standards for the Teaching Profession? _____

3. Goal Statement No. 3: _____

a. Action plan (include district support that is necessary to achieve goal, for example, instructional supervision, coaching, inservice, conferences, district seminars, etc.) _____

b. How does this goal address the California Standards for the Teaching Profession? _____

Teacher's Signature:	Evaluator's Signature:
----------------------	------------------------

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

APPENDIX D2

OBSERVATION/EVALUATION OF TEACHING PERFORMANCE

Teacher:	Evaluator:
Grade(s):	Observation/Evaluation Date:
Subject(s):	
Dates of Conferences:	Dates of Observations:

Status of Teacher: ☐ Probationary 0 ☐ Probationary 1 ☐ Probationary 2 ☐ Temporary ☐ Permanent _____ Years in District (Incl. current year)

EVALUATION

E = Exceeds Standards

N = Progress Not Evident*

M = Meets Standards

N/O = NOT OBSERVED or NOT APPLICABLE

P= Progress Evident*

STANDARD 1 – Engaging and Supporting All Students in Learning	E	M	P*	N*	N/O
A. Connecting students’ prior knowledge, life experiences, and interests with learning goals.					
B. Using a variety of instructional strategies and resources to respond to students’ diverse needs.					
C. Facilitating learning experiences that promote autonomy, interaction, and choice.					
D. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.					
E. Promoting self-directed, reflective learning for all students.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

STANDARD II – Creating & Maintaining Effective Environments for Student Learning	E	M	P*	N*	N/O
A. Creating a physical environment that engages all students.					
B. Establishing a climate that promotes fairness and respect.					
C. Promoting social development and group responsibility.					
D. Establishing and maintaining standards for student behavior.					
E. Planning and implementing classroom procedures and routines that support student learning.					
F. Using instructional time effectively.					

Comments: (*Requires specific supporting comments)

STANDARD III – Understanding & Organizing Subject Matter for Student Learning	E	M	P*	N*	N/O
A. Demonstrating knowledge of subject matter content and student development.					
B. Organizing curriculum to support student understanding of subject matter.					
C. Interrelating ideas and information within and across subject matter areas.					
D. Developing student understanding through instructional strategies that are appropriate to the subject matter.					
E. Using materials, resources, and technologies to make subject matter accessible to students.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students	E	M	P*	N*	N/O
A. Drawing on and valuing students' backgrounds, interests, and developmental learning needs.					
B. Establishing and articulating goals for student learning.					
C. Developing and sequencing instructional activities and materials for student learning.					
D. Designing short-term and long-term plans to foster student learning.					
E. Modifying Instructional plans to adjust for student needs.					

Comments: (*Requires specific supporting comments)

STANDARD V – Assessing Student Learning	E	M	P*	N*	N/O
A. Establishing and communicating learning goals for all students.					
B. Collecting and using multiple sources of information to assess student learning.					
C. Involving and guiding students in assessing their own learning.					
D. Using results of assessments to guide instruction.					
E. Communicating with students/families/others about student progress.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

STANDARD VI – Developing as a Professional Educator	E	M	P*	N*	N/ O
A. Reflecting on teaching practice and planning professional development.					
B. Establishing professional goals and pursuing opportunities to grow professionally.					
C. Working with communities to improve professional practice.					
D. Working with families to improve professional practice.					
E. Working with colleagues to improve professional practice.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton Teachers Association/CTA/NEA

SUMMARY

OVERALL EVALUATION: ☐ Satisfactory – Meets Standards ☐ Unsatisfactory – Does Not Meet Standards	
RE-EMPLOYMENT RECOMMENDATION: ☐ Retain ☐ Do Not Retain	
SIGNATURES:	
Evaluator:	Date:
This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.	
Teacher:	Date:

APPENDIX E

4 February 2009

**Board of Trustees
Hamilton Union Elementary School District
Hamilton City, CA 95951**

Members of the Board:

In an effort to establish a legally acceptable seniority list for certificated employees, I did some research and have found the following:

1. The California Education Code section 44845 states: *"Every probationary or permanent employee employed after 30 June 1947 shall be deemed to have been employed on the date upon which he first rendered paid service in a probationary position."*
2. The California Education Code section 44955 states: *"As between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of the needs of the district and the students thereof."*

Section 44955 further states that such an employee who is subject to layoff may request a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees with the same start date.

To this end, I am proposing a procedure for addressing common dates of hire for certificated employees, model criteria to be used, and rating system to be applied in accordance with the provisions of Section 44955. Attached for your review and use are the following:

- a. Model criteria (in the form of a board policy or board-approved administrative regulation) along with a proposed rating system
- b. Rating calculation form

Other school districts that have laid off certificated employees in the last couple of years using a form of these model criteria have been successful in sustaining the layoff decision. Administrative law judges have accepted the criteria as an objective means of establishing an order of termination for employees with a common start date. Also, please note that the former lottery style of breaking ties is no longer considered a valid method by administrative law judges and has not been accepted since 1983.

AR 4112

Hamilton Union Elementary School District

**CRITERIA TO DETERMINE THE ORDER OF TERMINATION AMONG
CERTIFICATED EMPLOYEES WITH THE SAME DATE OF PAID SERVICE**

1. Purpose of establishing criteria

The purpose of adopting criteria for establishing an order to termination of employees who first rendered paid probationary service to the District on the same date is to comply with the requirements of Education Code Section 44955.

2. Criterion to be used

The Board of Trustees finds that to make effective release of employment decisions, objective criteria must be established. This will ensure that District employees are treated fairly and equitably. To this end, the needs of the District and its students will be best served by using the following criteria in establishing the order of termination described above.

- a. Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District (e.g., bilingual, special education, etc.)*
- b. Years of experience previous to current employment as a full-time credentialed teacher in a probationary/permanent K-12 teaching situation in a public school*
- c. Credentials that permit supplementary authorizations*
- d. Number of teaching and/or specialist service credentials*
- e. Earned degrees beyond the B.A or B.S. level (e.g., masters, doctorate)*
- f. Multiple language skills relevant to District need (e.g., Spanish)*
- g. Preliminary v. Clear/Life credentials*
- h. National Board Certification*

3. Application of Criteria

- a. Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District (e.g., bilingual, special education, etc.)

Rating: +1 per credential, +1 per year of experience

- b. Years of experience previous to current employment as a full-time credentialed teacher in a probationary/permanent K-12 teaching situation in a public school

Rating: +1 per year

- c. Credentials that permit supplementary authorizations

Rating: +1 per supplementary authorization

- d. Number of teaching and/or specialist service credentials

Rating: +1 per credential

- e. Earned degrees beyond the B.A or B.S. level (e.g., masters, doctorate)

Rating: +1 per degree

- f. Multiple language skills relevant to District need (e.g., Spanish)

Rating: +1 for Spanish

- g. Preliminary v. Clear/Life credentials

Rating: +1 per preliminary, +2 per Clear/Life Credential

- h. National Board Certification

Rating: +1 per certificate

4. Tie-Breaking Procedure

In the event that common day hires have equal qualifications based on application of the above criteria, the District will then break ties by utilizing a lottery.

Hamilton Union Elementary School District

Rating Calculations worksheet for common dates of hire

Common date of first paid service: _____

Criteria – Points Earned

Employee Name _____

A	B	C	D	E	F	G	H	Total Rank
----------	----------	----------	----------	----------	----------	----------	----------	-------------------

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

APPENDIX F

Memo

To: HUSD Board of Trustees; Thomas Loera, President
From: Hamilton Teachers Association/CTA/NEA
Date: April 18, 2013
Re: Tentative Agreement 2013-14 District Counselor/Dean of Students (*agreed 4/18/13*)

The following represents Hamilton Teachers Association's proposed Tentative Agreement to the job description, as described in this memo and associated salary schedule below for the position of District Counselor/Dean of Students.

Within 1 day of receipt of this Tentative Agreement regarding the District Counselor/Dean of Students position, the District agrees to rescind, in writing, the layoff notices for Kelly Langan and Maria Reyes. Those employees represent the current Counseling and Dean of Student positions.

HTA agrees to the following column to be added to the approved teacher's salary schedule beginning with the 2013-14 school year. *COLUMN 5 (District Counselor/Dean of Students 194 days).

COLUMN V*
MA + PPS
55790
57122
58493
59904
61357
62859
64411
65989
67627
69313
71049
72842
74682
76582
78535
80556
83084
84759
86961

HAMILTON UNIFIED SCHOOL DISTRICT

Job Description

JOB TITLE: DISTRICT COUNSELOR/DEAN OF STUDENTS

SALARY RANGE:	\$55,790 - \$86,961 (Steps 1-28+)	DIVISION:	Certificated
DEPARTMENT:	District and Site Administration	LOCATION:	Various District Sites
REPORTS TO:	Superintendent-Principal/Site Principal	WORK YEAR:	194 days
APPROVED BY:	Board of Trustees	DATE:	July 1, 2013

SUMMARY: Under the direction of site administration, will serve as the lead certificated member in the absence of the administrator. Act as liaison between students, teachers, and parents. Optimize the learning of all pupils to enable them to use their learning effectively by guiding their education in a way that provides for student's personal, social, vocational, and educational aspirations.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Other duties may be assigned.

General District Assignment

1. Serve as lead student behavioral expert.
2. Meet with parents regarding student behaviors and write plans of assistance to assist students to learn acceptable behaviors.
3. Assist in development and implementation of positive school-wide behavior support system.
4. Assist site Principal with school and program improvement process.
5. Facilitate Student Study Teams and serve as site administrator for IEP meetings for Special Education students.
6. Serve as site lead in development and use of Data Director (or similar systems) for assessment of student progress.
7. Conduct home visits as needed to assist student achievement and behavioral reform.
8. Attend all Open House, Back-to-School and Parent Conferences as needed.
9. Assist District Testing Coordinator or serve as District testing coordinator for CELDT, STAR, CAHSEE, and Common Core (and others) ensuring all testing is completed within the State of California requirements.
10. Assist District and site administration with creation of master schedules for all District schools.
11. Counsel students regarding needed adjustments in their schedule.
12. Assume responsibility for the accurate maintenance of students' permanent records in conjunction with site Administrative Assistant.
13. Assume responsibility for the interpretive evaluation and recording of students' incoming school transcript.
14. Arrange for homework assignments for students with prolonged absences.
15. Graduation/promotion responsibilities: (1) Prepare eligibility list for graduation/promotion. (2) Keep parents informed of students who are failing. (3) Notify parent(s) when students become ineligible for graduation/promotion.
16. Approve all part-time programs for assigned students.
17. Assist department chairman and teachers in the assigning of students into classes for the coming year.
18. Assume the functional responsibility for the registration of students.
19. Administer, interpret, and utilize State standardized tests and their results.
20. Administer, interpret, and utilize other tests as needed.
21. Meet with groups of students to discuss school graduation/promotion requirements, college and vocational plans, school orientation, and class selections, as time provides.

Page | 1

HTA TA of April 18, 2013
Board Adopted: June 10, 2013
Formatting Revision: 2013-0529 edp

22. Carry out other duties as may be assigned by the Principal.
23. Counsel with students and parents on problems relative to scholarships, vocational choices, and pertinent test results.
24. Make studies of test data in relation to the needs of the school.
25. Responsible for the preparation of letters of recommendation for students making such requests.
26. Provide career guidance to students and their parents.
27. Advise students about regional and in-school occupational programs.
28. Participate in school and District studies to determine vocational curriculum needs of students.
29. Assist in the dissemination of information to students and their parents about school occupational programs.
30. Arrange for school presentation on vocational schools.
31. Support District athletic events with supervision.

District Counselor:

1. Perform all "General District Assignment" duties described above at assigned site.
2. Coordinate with local area college representatives and assist students in post high school planning and programs.
3. Administer and interpret EAP, PSAT, and/or AP state standardized tests.

District Dean of Students:

1. Perform all "General District Assignment" duties described above at assigned site.
2. Supervise site activities including but not limited to student recess, lunch, and bus deliveries.
3. Serve as lead to District education programs as assigned.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

1. Proper use of a personal computer and related software.
2. Demonstrate commitment to students and learning.
3. Demonstrate knowledge of instructional leadership, curriculum development, and program design.
4. Demonstrate knowledge of essential State and federal laws regarding IDEA and FAPE.
5. Demonstrate knowledge of behavioral assessments and adolescent intervention strategies.
6. Demonstrate the ability to utilize student data software known as DATA Director (or similar) and demonstrate the ability to teach others to utilize it to inform instruction.
7. Working knowledge of related functions of the AERIES software.

Ability to:

1. Understand and follow oral and written instructions.
2. Use tact, discretion, and courtesy at all times.
3. Establish and maintain effective working relationships with District staff, faculty, students, parents and others encountered in the course of work.
4. Facilitate large and small group processes.

EDUCATION AND/OR EXPERIENCE: Master's Degree in social work, school counseling or psychology required and three years of progressive experience in school counseling or related fields preferred.

LANGUAGE SKILLS: Ability to communicate effectively orally and in writing.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio and percent.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems in the workplace with some direction. Maintain cooperative working conditions with students, teachers, administrators, co-workers, and community members.

CERTIFICATES AND LICENSES: Pupil Services Credential required. Administrative Credential desired. California Driver's License (required by the first day of service).

OTHER SKILLS AND ABILITIES: Valid California Driver's License and proof of adequate automobile insurance as stipulated by the State of California. Must provide a DMV driving record print out, which indicates a satisfactory record prior to the time of employment.

PHYSICAL DEMANDS: The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand, walk, reach with hands and arms, and stoop or kneel. The employee must occasionally lift and/or move fifty (50) pounds or more. Specific vision abilities required by this job include close vision and the ability to adjust focus. The use of sharp implements and dangerous equipment that when improperly used may cause injury or death are utilized while performing these job functions.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The employee is continuously interacting with public, staff, and students. The employee frequently will be required to meet multiple demands from several people. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate and it may occasionally be heavy. While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, extreme cold, extreme heat, and minor risk of electrical shock.

TENTATIVE AGREEMENT

Proposed Settlement Package of May 16, 2013

The following represents Hamilton Teachers Association's proposed settlement package developed from the meeting discussions with the District on April 17, April 22, and May 3, 2013. For the purpose of this document **(TA)** means that language has been agreed upon in a prior meeting and those changes have been made to the contract awaiting ratification.

The Association proposes a renumbering system. This is the system used in this document to reference proposed changes to various articles. **(TA)**

ARTICLE III: DEFINITIONS

Move the current definition of "emergency" (from 2012 agreement) to this article. **(TA)**

ARTICLE V: NEGOTIATION PROCEDURES

Change the following wording in 5.6 from "~~outside consults~~" to *representatives or consultants* **(TA)**

ARTICLE VI: PERSONNEL FILES

Add and delete the following text as indicated:

- 6.2*Employees shall have a minimum of thirty (30) calendar days from the time of receipt of materials to respond to said materials.* Any written response (optional) shall be attached to the material. ~~if such response is submitted within thirty (30) days.~~ **(TA)**

ARTICLE VIII: DISTRICT RIGHTS

Amend to reflect current agreement on "emergency":

- 8.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of "emergency." The determination of whether or not an emergency exists is ~~solely within the discretion of the District~~ *as defined in ARTICLE III: DEFINITIONS.* **(TA)**

ARTICLE XI: PUBLIC CHARGES

Delete the following language:

- 11.7 A teacher shall be provided a copy of any negative or derogatory materials before it is placed in his/her personnel file and shall be given reasonable opportunity up to fifteen (15) calendar days to initial and date the material. Any written response (optional) shall be attached to the material. ~~if such response is submitted within thirty (30) calendar days.~~ **(TA)**

ARTICLE XII: WORK HOURS/WORK YEAR

12.2 Work Day

12.2.1 A teacher's normal work day in fulltime status shall be seven and one quarter (7.25) hours and normal work week shall be thirty-six and one quarter (36.25) hours including at least a daily thirty (30) minute (30) duty-free lunch period. Each unit member will report to be at work fifteen (15) minutes before the beginning of his/her class or the beginning of the school day as determined by the District.

12.2.2 ~~The classroom teacher shall also work such additional time as shall be necessary to complete the responsibilities enumerated below.~~ complete such additional duties or activities that are necessary to complete their professional responsibilities.

~~12.2.1 Responsibilities to be completed at the discretion of the individual teacher within time frames as directed by the District with input from the teachers.~~

~~12.2.2 Completing any further activities necessary to accomplish the teacher's professional responsibilities.~~

12.2.3 The Association agrees to attendance monitoring through the AESOP system regarding attendance rates for Fridays from September 1 through May 15. Consideration will be given to the number of teachers assigned to staff development off campus, authorized school business/activity, or sporting events in determining absenteeism. The District has the right to open negotiations to address Friday days if the average annual attendance falls below 75%.

12.3 Prep Periods

12.3.2 Elementary Schools

12.3.2.1 There will be at least 19 minimum-day Fridays preserved for teacher prep time each year.

ARTICLE XIII: LEAVES

Amend the following for clarification:

13.1 Definitions

13.1.4 "Immediate Family" is defined as mother, father, grandmother, grandfather, grandchild, spouse, *registered domestic partner* or significant other, son, daughter, step-children, step-parents, brother, sister, in-laws, aunt, uncle, nieces or nephews, any other person living in the immediate household of the employee. (TA)

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

13.2 Sick Leave

13.2.1 Every teacher shall be entitled to ten (10) days of paid sick leave for each full year of employment ~~plus one additional sick leave day per year for fulltime summer school employment.~~ (TA)

13.2.1.3 *With advanced notice*, the District may require a physician's verification of illness and/or ability to return to work if a teacher has been on sick leave for three (3) or more consecutive days. (TA)

Add the following:

13.10 Personal Necessity Leave

13.10.9 Faculty/Student Bereavement Leave

13.10.9.1 Unit members may be granted release time during the work day for attending funerals of District employees or students in their classrooms, or parents, or siblings of such students. Such release time may be charged to Personal Necessity Leave, subject to finding qualified substitutes.

13.12 Catastrophic Leave

13.12.3 Definitions

13.12.3.1 "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the employee or his/her family members and that requires the employee to take time away from work in excess of ~~70~~ 72.5 hours (or ten days). (TA)

13.12.3.5 "Participant" means any unit member. ~~person who has donated a minimum of one (1) sick leave day (seven hours for a fulltime employee) each year in the district beginning the 2009-10 year to the catastrophic leave program to a maximum of ten (10) days.~~ (TA)

~~13.12.3.6 "Catastrophic Leave Committee" means a committee comprised of the Superintendent plus two representatives from HTA.~~ (TA)

13.12.6 Donors.

13.12.6.1 ~~Donations of sick leave may be made as catastrophic leave credits during the open enrollment period in August—September of each school year. In times of emergency, Donations may also be solicited through an announcement by the catastrophic leave committee~~ District on behalf of an eligible recipient. (TA)

13.12.6.2 All transfers of eligible leave credit shall be irrevocable. The Superintendent shall ensure that all donations are confidential.

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

13.12.6.3 To donate sick leave credits, the employee must satisfy all of the following conditions:

- a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
- b. Must be able to maintain a minimum of ten (10) accumulated sick days.

13.12.6.4 **Unit members may** donate a minimum of one full day of sick leave per year to a maximum contribution of ten (10) days. *(TA)*

13.13 Jury and Witness Duty Leave

13.13.3 The employee must return to work in cases when it is not necessary for him/her to be absent the entire day. **In the event an employee is excused from jury duty prior to noon, he/she shall return to work unless serving in Federal Court. (TA)**

ARTICLE XV: TEACHING CONDITIONS

15.1 Association and unit members shall have the right to provide input to ~~with~~ the District on instructional materials and suitable facilities in which to teach. *(TA)*

The Association wishes to add language regarding reporting of unsafe working conditions, specifically:

15.2 **Any condition deemed to be unsafe by a unit member shall be reported in writing to his or her immediate supervisor. Any action or response shall be provided by the supervisor in writing. A copy shall be submitted to the Superintendent.**

15.3 **If delay of corrective action would result in the health or safety of unit members and/or students being jeopardized, the Administration shall take all necessary steps to remove unit members and/or students from endangerment immediately.**

15.4 **If the unit member is not satisfied with the action or response, he or she may file a grievance. Once a condition has been reported by the unit member, in writing, the condition becomes the responsibility of the immediate supervisor.**

15.5 **In the event that the DISTRICT receives any information from recognized public entity (ies)/agency (ies), that a student, his or her parents or guardian have a known, established history of dangerous, violent and/or disturbed behavior, the building administrator will forward such information to the unit member(s) of that student within 24 hours when school is in session. The Unit member and site administrator shall discuss student needs and plan accordingly.**

15.6 **Conditions may arise which are not covered by the District safety plan. The unit member shall consult the local administrator for direction in such situations. In the absence of administrative direction, the unit member shall take reasonable and prudent action.**

ARTICLE XVI: TRANSFER AND REASSIGNMENT

16.3. Involuntary Transfer/Reassignment

16.3.4. Unit members who are transferred/reassigned during the work year shall be allowed five (5) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving unit member's materials whenever a unit member is transferred/reassigned.

16.3.5. **If the Unit member is moved from one classroom to another after June 10, the Unit member will be given two (2) days of pay at \$30 per hour or \$480 maximum to complete the move. The District will further lend District custodial staff and equipment to assist in the movement.**

ARTICLE XVII: EVALUATIONS

As a condition of the Association's agreement to amend APPENDIX D as attached and all other minor changes listed below, the District agrees to form a committee of equal representation of teachers (HTA) and administrators (HUSD) with the express purpose of considering and making recommendations to any revisions to the Evaluation Article and any instruments used for evaluation. Additionally, HTA and the District agree that both ARTICLE XVII: EVALUATIONS and ARTICLE XXII: EMPLOYEE BENEFITS be reopened for the 2013-14 year. HTA agrees to provide a comparison of District-provided benefits from like Districts.

The Association agrees to the following for the 2013-2014 year:

1. The attached forms (APPENDIX D) would be allowed to be used by Administration until such time that the joint HTA/HUSD committee mentioned above brings forward revised forms.
2. That all temporary/probationary employees shall be evaluated two times before February 15 of the first and second year of probation.
3. Each September, the personnel office shall notify the site principals and each unit member to be evaluated that school year.
4. A copy of the Professional Growth Plan and the Observation/Evaluation of Teaching Performance (APPENDIX D1/D2) shall be sent to each member to be completed prior to the statutory deadline for the pre-observation conference with the site principal.
5. Evaluation dates shall be settled between the administrator and the certificated member. Sufficient time between evaluations for probationary teachers shall be observed.
6. All evaluations for permanent certificated employees shall be completed, reviewed, and signed by the unit member and administrator prior to May 1 of each year.

This agreement will remain in effect until such time as the HTA/HUSD Joint Committee tentatively agree on any changes to the evaluation article or support forms and those changes are ratified by both HTA and the District.

ARTICLE XVIII: DISCIPLINE

18.2. Permanent certificated employees shall be subject to disciplinary action only for just cause and with due process.

18.3. Progressive Discipline

The progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 10 (Grievance Procedure) of the Agreement. Progressive discipline shall include any and all forms of discipline in an incremental manner, including, but not limited to dismissal.

18.4. An employee shall not be disciplined without prior notice and an opportunity for a conference prior to conclusion of any investigation.

18.5. Notice to employee must be fair and adequate: An employee against whom disciplinary action is taken, shall be provided the following in writing, either in person or by certified/registered mail to the employee's last known address.

Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based.

ARTICLE XX: REDUCED WORK YEAR EMPLOYMENT STATUS

Clarification:

20.8 Medical (health, dental and vision) benefits shall remain in effect as if the unit member were a regular full-time employee of the District during the contract period pursuant to Article XXII, EMPLOYEE BENEFITS, Item 22.1.4

ARTICLE XXI: SALARY

The Association proposes the following for the 2013-14 school year:

- Return to 184 day contract and the associated salary schedule: "Hamilton Unified School District 2013-2014 as adapted from the 2010-2011 Schedule" for 184 Days. This schedule reflects an increase of 5/179 above the current schedule and will be Appendix A attached. District to apply step and column to Appendix A.
- Rescind all layoff and reassignment notices within ten (10) calendar days of ratification of this agreement. The District agrees to rescind the layoff notices for the following: one (1) FTE alternative education teacher, one (1) FTE high school physical education teacher, one (1) FTE elementary teacher reassignment. The other layoff notices for Kelly Langan and Maria

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

Reyes will be rescinded upon approval of the District Counselor/Dean of Students and associated addition to the salary schedule.

21.1 General

21.1 All current teachers shall be placed on the Teacher Salary Schedule. ~~either Appendix A1 or A2, as attached.~~ New teachers shall be placed on the salary schedule in accordance with their educational training and previous experience.

(TA) attached agreement

ARTICLE XXII: EMPLOYEE BENEFITS

HTA proposes to reopen this article for the 2013-2014 school year on or before October 1, 2013, after the new CVT cost structure is published in May to discuss an increase to the District contribution to the benefit package.

22.1 Active Employees

22.1.1 Each eligible employee shall be entitled to receive health insurance benefits as outlined in Appendix B as updated each year as a result of negotiations.

22.1. Health benefits are deemed to be a portion of the compensation provided by the District for service and, as such, each eligible unit member shall be entitled to twelve (12) months of benefits coverage for one (1) year's service to the District as defined in Article XII Work Day, *Hours/* Work Year of this agreement. ***(TA)***

~~22.1.3. Summer months~~

~~22.1.3.1 For each fulltime employee who is contracted to work an entire school year, the District shall pay the premiums set forth for July and August.~~

~~22.1.3.2 Part time employees who work an entire year shall be entitled to receive pro-rated premiums for July and August. The employee shall not later than June 15 of each year make special provisions for payment of their share of the premium for July and August. ***(TA)***~~

22.1.4 Eligibility for health insurance

~~22.1.4.1 Fulltime employees (5/6 time and above): 100% of the district cap.~~

~~22.1.4.2 Part-time employees (3/6 time and 4/6 time): 50% of the district cap. A part-time employee of less than 50% may participate at their own expense.~~

22.1.4.1 Fulltime employees (6/6 time or 36.25 hours per week): 100% of the district cap.

22.1.4.2 Part-time employees (5/6 time or 29.0 hours – 36 hours per week): 100% of the district cap.

22.1.4.3 Part-time employees (3/6 time and 4/6 time or 18 hours – 28.9 hours per week): 50% of the district cap.

22.1.4.4 Part-time employees (2/6 time or less or less than 18 hours per week): May participate at his/her own expense.

22.1.5 The District shall provide life insurance to all certificated employees as outlined in Appendix B.

22.1.6 The District will not change the level of existing health benefit coverage except through the negotiations process.

22.1.7 Individual unit members receiving benefits currently in excess of that for which they are now contractually eligible shall continue to receive health benefit coverage at their current level.

22.1.8 In Lieu Compensation

22.1.8.1 Any savings from the health plan selection as allowed by the health care administrator below the District's contribution to the benefit plan will be remitted to the employee in a prorated monthly health stipend.

22.1.8.2 Unit members who work less than fulltime and are eligible for health insurance benefits pursuant to Article XXII, Section 22.1.4, may elect compensation in lieu of medical benefits once per year during the Open Enrollment period.

22.1.8.3 Unit members previously electing 'in-lieu of benefits' may surrender 'in-lieu of benefits' and claim the standard medical benefits package during the Open Enrollment period each year or following the loss of their existing medical coverage through a spouse or domestic partner.

22.1.8.4 Unit members selecting compensation in lieu of medical benefits will provide The District with documentation or an affidavit showing they are fully insured for medical benefits through a spouse's or domestic partner's employment.

22.1.8.5 Unit members electing compensation in lieu of medical benefits will receive The District's contribution per year paid in a prorated stipend.

22.1.8.6 Unit members electing compensation in lieu of medical benefits may enroll in the Dental Insurance Program. The Dental Insurance premium will be deducted from the compensation in lieu of benefits.

22.1.8.7 Unit members electing compensation in lieu of benefits may enroll in the District Vision Plan. The Vision Plan's premium will be deducted from the compensation in lieu of benefits.

22.1.8.8 Spouse or domestic partners who are also full time District employees are not eligible for in lieu of benefits.

22.1.8.9 This in lieu of provision shall be effective to the extent it comports with obligations and provisions of the CVT Health Benefit Program.

22.1.8.10 This in lieu of benefits option will cease if the District selects a new medical benefits carrier requiring universal participation, or if the state or federal law requires universal participation of all fulltime employees.

ARTICLE XXIV: MEDICAL ADMINISTRATIVE ACTIVITIES (MAA)

24.1 The Medical Administrative Activities (M.A.A.) program allows school districts to be reimbursed federal dollars for costs incurred while performing certain administrative activities. Employees provide health related services to students in the course of their job duties and these activities or services are reimbursable. Employees must complete time surveys detailing the nature and extent of the services provided.

~~**24.2** As per Appendix E1 — High School and Appendix E2 — Elementary School, a portion of these funds shall be distributed to eligible employee units for Board approved expenditures no later than 90 days following receipt of all funds for that year.~~

24.3 In the absence of the District issuing a Negative or Qualified Certification on the First or Second Interim reports, the District will distribute all Medical Administrative Activities funds accumulated from the previous fiscal year by the District and allocated to eligible employee units no later December 31 following receipt of those funds. Subsequent to the issuance of a Negative or Qualified Certification, all aforementioned MAA funds shall be retained by the District until such time as the District issues a Positive Certification on either the First or Second Interim reports.

24.4 Eligible employees:

- 24.10.1 Those who generated funds from that year.
- 24.10.2 Those who replace and serve in the same position as the employee who generated the funds.
- 24.10.3 Full-time (83% to 100% of a full time contract): 100% of allocation.
- 24.10.4 Part-time (up to 82% of a full time contract): 50% of allocation.

24.5 Direct costs of operating the MAA program shall receive first priority for funding to include the MAA portion of salaries of the MAA Coordinator and the Business Manager as well as program supplies and equipment. Not to exceed \$12,500.

24.6 ~~\$15,000 of the High School Librarian/Technology Coordinator's salary and~~ **\$7,500 for the computer technician and \$7,500** ~~of the Counseling Secretary's/~~ **\$15,000** ~~of the Elementary School's Librarian salary shall receive second priority for funding.~~ **of the Counseling Secretary's/High School Library Technician salary and up to \$15,000 of the Elementary School's Librarian salary shall receive second priority for funding.**

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

- 24.7 \$2,000 dollars MAA funding for Agricultural Instructors stipend to be split between the Agriculture Teachers.
- 24.8 A \$20,000 contribution to the Post Retiree Fund shall receive third priority for funding.
- 24.9 \$10,000 annual for new computers/new labs at either site as funding and space become available. This may be used to upgrade teacher computers as well; Classified Employee and District Administration would not be included in these funds. **The HULC will oversee the expenditures of this money.**
- 24.10 Remaining MAA funds shall be allocated to eligible employees (See Item 2 above) on the following basis:
- 24.10.1 Certificated: 65 percent of funds divided by the number of employees who generate MAA funds.
 - 24.10.2 ~~Classified: TBD percent of funds divided by the number of employees who generate MAA funds.~~
 - 24.10.3 **District Counseling/Dean of Students:** ~~15~~ **10** percent of the funds divided by the number of employees who generate MAA funds.
 - 24.10.4 ~~Administration: TBD percent of the funds divided by the number of administrators who generate MAA funds.~~
- 24.11 The Business Manager shall keep a record of MAA account balances for all employees. Funds may be carried over from year-to-year. If an eligible employee is no longer employed by the district, the remaining fund balance shall be returned to the employee unit (for example, certificated, classified, etc.) for reallocation the subsequent fiscal year.
- 24.12 MAA fund expenditures must receive prior approval from Superintendent and the District Governing Board. MAA funds may be used, but not limited to, equipment, supplies, staff development, student enrichment, and instructional materials. Staff may elect to use their respective MAA accounts to propose District/school site positions to the administration.

ARTICLE XXV: SHARED CONTRACTS *(added article)*

- 25.1 **Shared contract unit members working less than sixty percent (60%) shall accrue service credit for annual salary advancement in direct relation to their percentage of employment. No unit member shall remain more than two (2) years on a single, existing, salary schedule step. Any unit member working seventy-five percent (75%) or more of the full-time workdays of any given school year shall receive a full year's service credit for each year worked.**
- 25.2 **Both members of a team are responsible for information from inservices and staff or grade level meetings. One (1) member of the team will be required to attend these meetings at no increased cost to the District and will be responsible for sharing all information with the team partner. Both are also responsible for taking an active part in District and school inservices, parent conferences, yard duty, and other duties as required. When additional time of service is required, then the employee will be paid for the additional time at his/her regular rate of pay; otherwise, the employee will have the option of leaving when his/her usual time has been fulfilled. A calendar will be developed by the school site administrator specifying required work days and required extra-class responsibilities for each team."**

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

- 25.3** When an employee in the shared contract program uses a substitute, he/she must indicate which leave provision is being used, such as sick leave, personal necessity, or other leave. The person sharing the contract with the individual will, if he/she desires to do so, substitute for the partner and be paid as a substitute teacher; otherwise, a regular substitute will be employed."

ARTICLE XXVII XXVI: DURATION

- 26.1** This Agreement shall remain in full force and effect from the date of ratification by both parties through and including June 30, 2013 ~~2016~~.
- 26.2** On or before ~~April~~ **October 1** of each year **for the following year's negotiations** either the District or the Association may give written notice to the other party of its desire to negotiate:
- A. The Salary Schedule (Appendix A), Benefits Package (Appendix B); and Extra Duty Pay (Appendix C).
 - B. Two other Articles of each party's choice.
 - C. Any Article mutually agreed upon.
 - D. ~~For the 2010-11 year, the District and the Association shall submit their initial proposals on or before September 20, 2010.~~
 - E. ~~The effective date for the payment of step and column in the 2010-2011 year only is negotiable.~~

APPENDIX C: HAMILTON UNIFIED SCHOOL DISTRICT EXTRA DUTY SCHEDULE

Add the following according to past agreement:

Stipends

After School Tutoring/Extended/GATE

The After School Tutoring/Extended/GATE shall be **\$45.00 per hour**.

Agriculture Instructor

- The Agriculture Instructor stipend shall be increased to a total of \$8,000* per year, \$6,000 District funding and \$2,000 MAA funding to be distributed equally among the Agricultural Instructors. ***This stipend reverts to \$6000, to be distributed equally among the Agriculture Instructors if MAA funding ends.**

CSF Advisor

- **CSF Advisor** will be added to the stipend schedule at an annual rate of **\$800**.

CJSF Advisor

CJSF Advisor will not be included in the stipend schedule, but will be paid \$400 annually from the District Superintendent's MAA account until such time as the GATE Coordinator assumes the position.

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

District GATE Coordinator position

If and when the District GATE Coordinator position is activated, that position would also be responsible for advising the CJSF club, writing and implementing the District GATE Plan, for a total annual stipend of \$1,500. If mutually agreed upon the GATE Coordinator/CJSF position will split the stipend at \$1,100 and \$400 for CJSF.

APPENDIX E1 & E2: Delete

APPENDIX G: Delete

OTHER ITEMS

District Counselor/Dean of Students

The Association agrees to the description and compensation for the Dean of Student position and District Counselor with the agreed to concessions. See APPENDIX H for a description of the Dean of Students and District Counselor position, compensation and concessions. The compensation for the District Counselor/Dean of Students will be added to teacher's salary schedule.

Coaching:

7th/8th Grade Coaching Stipends

The District will offer sports teams at the elementary school for the 2013-2014 school year and will pay the stipend for the 8th grade coach per sports to coach. No more than one coach per team unless the coach agrees to split the aforementioned stipend with another coach. The sports teams that will be offered for the 2013-2014 school year will be as follows.

One 7/8 grade Volleyball
One 7/8 grade Football/Soccer
One 7/8 Girls Basketball
One 7/8 Boys Basketball

The concession requested would be under the following conditions:

1. All seasons will not exceed eight (8) weeks in length including practice and games.
2. No more than two game/contests per week per team, for a maximum of 7 to 9 games per season. There will be one (1) basketball tournament scheduled.
3. The District will coordinate/schedule all games, seasons' dates, and facilities for games. Every game will be within a reasonable distance. The Athletic Director will make every effort to provide a season schedule in advance of any particular season.
4. Site Administrator or their designee will be responsible for game security at all home games.
5. The District will recruit coaching staff when vacancies occur and interview candidates along with the site administrator or their designee.
6. Current coaches will have rights to position they coached in the prior school year, but at the aforementioned stipend.

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

7. The District would ensure that adequate time is scheduled between the start of one sport and the end of another so that all students wishing to participate may try out for the team and adequate pre-season practice is offered.
8. The District will ensure that all middle school athletes have proper medical clearance to participate in sporting teams.
9. The District will arrange for all home contests referees. (High School Athletes may be used to referee on a voluntary basis at middle school contests only)

Coaches responsibilities:

1. Plan and implement a quality practice plan.
2. Ensure all athletes are adequately protected for the event/sport they are participating.
3. The District agrees to provide the same level of transportation services for both the high school and the elementary sports programs. Coaches are encouraged to arrange for parent drivers for all away contests or team fund raise to pay for district-owned transportation for all away contests (at the current District mileage rate).
4. Coach discretionary fundraising for their specific team as desired. (Please remember to follow all ASB accounting rules, state and federal laws as required of any fundraising for school or school sponsored events.)

Fundraising:

1. Admission may be charged for all home elementary games with the proceeds to be deposited into the elementary ASB athletic student body account.
2. Concessions may be offered by the elementary at all elementary sporting events. All proceeds to be deposited into the appropriate student body account at the elementary school for the sponsoring club.

Agreement on 7th / 8th coaching stipends, district concessions, and coaching responsibilities will be for the 2013-2014 year only. Review at the end of the 2013-14 school year.

Check out procedure within the contractual year

A mandatory check out procedure at the conclusion of a school year shall be on a contract work day. There shall be sufficient time prior to this date for any appropriate forms to be processed by district personnel as needed. This procedure will be developed at each site.

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

APPENDIX H

Memo

To: HUSD Board of Trustees; Thomas Loera, President
From: Hamilton Teachers Association/CTA/NEA
Date: April 18, 2013
Re: Tentative Agreement 2013-14 District Counselor/Dean of Students *(agreed 4/18/13)*

The following represents Hamilton Teachers Association's proposed Tentative Agreement to the job description, as described in this memo and associated salary schedule below for the position of District Counselor/Dean of Students.

Within 1 day of receipt of this Tentative Agreement regarding the District Counselor/Dean of Students position, the District agrees to rescind, in writing, the layoff notices for Kelly Langan and Maria Reyes. Those employees represent the current Counseling and Dean of Student positions.

HTA agrees to the following column to be added to the approved teacher's salary schedule beginning with the 2013-14 school year. *COLUMN 5 (District Counselor/Dean of Students 194 days).

COLUMN V*
MA + PPS
55790
57122
58493
59904
61357
62859
64411
65989
67627
69313
71049
72842
74682
76582
78535
80556
83084
84759
86961

APPENDIX H

HAMILTON UNIFIED SCHOOL DISTRICT

Job Description

JOB TITLE: District Counselor /Dean of Students

SALARY RANGE:		DIVISION: Certificated
DEPARTMENT:	District and Site Administration	LOCATION: Various District Sites
REPORTS TO:	Superintendent-Principal/Site Principal	WORK YEAR: Teacher's work year plus 10 days
APPROVED BY:	Board of Trustees	DATE: July 1, 2013

SUMMARY:

Under the direction of district and site administration will serve as the lead certificated member in the absence of the administrator, will serve as District Counselor- Dean of Students. Acts as liaison between students, teachers and parents. Optimizes the learning of all pupils to enable them to use their learning effectively by guiding their education in a way that provides for student's personal, social and vocational and education aspirations.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Other duties may be assigned.

General District Assignment

- Serve as lead student behavioral expert.
- Meet with parents regarding student behaviors and write plans of assistance to assist students to learn acceptable behaviors.
- Assist in development and implementation of positive school-wide behavior support system.
- Assist Site Principal with school and program improvement process.
- Facilitate Student Study teams and serve as site administrator for IEP meetings for Special Education Students.
- Serve as site lead in development and use of Data Director (or other systems) for assessment of student progress.
- Conduct home visits as needed to assist student achievement and behavioral reform.
- Attend all open house, back to school and parent conferences as needed.
- Assist District testing Coordinator or serve as district testing coordinator for CELDT, STAR, CAHSEE, (Common Core, others) ensuring all testing is completed within the State of California requirements.
- Assist site and district administration with creation of master schedules for all district schools.
- Counsels with student regarding needed adjustments in their schedule
- Assumes responsibility for the accurate maintenance of students' permanent records in conjunction with Administrative Secretary

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

- Assumes responsibility for the interpretive evaluation and recording of students' incoming school transcript
- Arranges for homework assignment for student with prolonged absences
- Graduation/promotion responsibilities: Prepare eligibility list for graduation/promotion. Keeps parents informed of student who are failing; notifies parent when students become ineligible for graduation/promotion
- Approves all part-time programs for assigned students
- Assists department chairmen and teachers in the assigning of student into classes for the coming year
- Assume the functional responsibility for the registration of students
- Administers, interprets and utilizes state standardized tests and their results
- Administers, interprets and utilizes other tests as needed
- Meets with groups of student to discuss school graduation/promotion requirements; college and vocational plans, school orientation and class selections, as time provides
- Carry out other duties as may be assigned by the Principal
- Counsels with student and parents on problem relative to scholarships, vocational choices, and pertinent test results
- Makes studies of test data in relation to the needs of the school.
- Is responsible for the preparation of letters of recommendation for students making such requests
- Provides career guidance to students and their parents
- Advises student about regional and in-school occupational programs
- Participate in school and district studies to determine vocational curriculum needs of students
- Assists in the dissemination of information to student and their parents about school occupational programs
- Arranges for school presentation on vocational schools
- Support district athletic events with supervision.

District Counselor:

- Perform all "General District Assignment" duties described above at assigned site.
- Coordinate with local area college representatives and assist students in post high school planning and programs
- Administer and interpret EAP, PSAT and/or AP state standardized tests

District Dean of Students:

- Perform all "General District Assignment" duties described above at assigned site.
- Supervise site activities including but not limited to student recess and lunch, bus deliveries
- Serve as lead to district education programs as assigned.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

1. Proper use of a personal computer and related software

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

2. Demonstrate commitment to students and learning
3. Demonstrate knowledge of instructional leadership, curriculum development, and program design
4. Demonstrate knowledge of essential state and federal laws regarding IDEA and FAPE
5. Demonstrate knowledge of behavioral assessments and adolescent intervention strategies
6. Demonstrate the ability to utilize student data software known DATA Director Software and demonstrate the abilities to teach others to utilize it to inform instruction
7. Working knowledge of all areas of the AERIES software.

Ability to:

1. Understand and follow oral and written instructions
2. Use tact, discretion and courtesy at all times
3. Establish and maintain effective working relationships with District staff, faculty, students, parents and others encountered in the course of work.
4. Abilities to facilitate large and small groups processes.

EDUCATION AND/OR EXPERIENCE:

Master's Degree in social work, school counseling or psychology and three years of progressive experience in school counseling or related fields.

LANGUAGE SKILLS:

Abilities to communicate effectively orally and in writing.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio and percent.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Ability to deal with problems in the workplace with some direction. Maintain cooperative working conditions with students, teachers, administrators, co-workers and community members.

CERTIFICATES AND LICENSES:

Pupil Services Credential required, administrative credentialed desired. California Driver's License (required by the first day of service)

OTHER SKILLS AND ABILITIES:

Valid California Driver's License and proof of adequate automobile insurance as stipulated by the state of California. Must provide a DMV driving record print out which indicates a satisfactory record prior to the time of Employment.

PHYSICAL DEMANDS:

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; and stoop or kneel. The employee must occasionally lift and/or move fifty (50) pounds or more. Specific vision abilities required by this job include close vision and the ability to adjust focus. The use of sharp implements and dangerous equipment that when improperly used may cause injury or death are utilized while performing this job functions.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The employee is continuously in interacting with public, staff and students. The employee frequently will be required to meet multiple demands from several people. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate and it may occasionally be heavy.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, extreme cold,

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

Hamilton Unified School District
To
Hamilton Teachers Association
Partial Settlement Agreement
Tentative Agreement

On April 22, 2013, Hamilton Unified School District (HUSD) and the Hamilton Teachers Association (HTA) tentatively agreed to the following settlement concerning Article XXI: Salary:

HUSD agrees to return the school year to a total of 184 days, 180 instructional and 4 inservice days, and adjust the salary schedule accordingly as per Appendix A attached. The new schedule will reflect an increase of 5/179 above the current schedule and includes step and column calculations.

HUSD agrees to rescind all layoff and reassignment notices within ten (10) calendar days of ratification of this tentative agreement. Specifically, the district agrees to rescind 1.0 FTE High School Physical Education, 1.0 Alternative Education Teacher, and 1.0 Elementary Teacher Reassignment. The District retains the right of assignment for grade level and subject matter within prior assigned schools based on district needs, and maintains all other managerial rights.

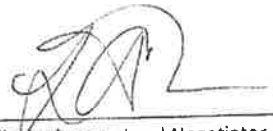
21.1 General

21.1 All current teachers shall be placed on the Teacher Salary schedule. New teachers shall be placed on the salary schedule in accordance with their educational training and previous experience.

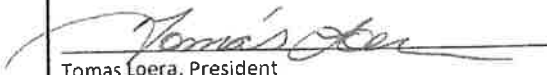
Signed and entered this 25th day of April, 2013.



Charles Tracy, Superintendent
Hamilton Unified School District



Leslie Anderson, Lead Negotiator
Hamilton Teachers Association (HTA)



Tomas Loera, President
Hamilton Unified School District Governing Board

4/25/2013 3:11:48 PM/sky/edp

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

Appendix A

Hamilton Unified School District
Teacher's & District Counselor/Dean of Students Salary Schedule 2013-14

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V*
	Less than clear BA+	BA + 30	BA + 45	MA +12 BA + 60	MA + PPS
1	35,678	40,250	42,330	44,377	55,790
2	36,744	41,457	43,532	45,709	57,122
3	37,852	42,704	44,838	47,080	58,493
4	42,282	43,984	46,180	48,491	59,904
5		45,304	47,569	49,944	61,357
6		46,662	48,992	51,446	62,859
7		48,064	50,465	52,998	64,411
8		49,505	51,979	54,576	65,989
9			53,538	56,214	67,627
10			55,142	57,900	69,313
11			56,797	59,636	71,049
12			58,503	61,429	72,842
13				63,269	74,682
14				65,169	76,582
15				67,122	78,535
16-19				69,143	80,556
20-23				71,671	83,084
24-27				73,346	84,759
28 over				75,548	86,961

184 Days for teachers

***194 Days for District Counselors/Dean of Students**

4/26/2013

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

APPENDIX D1

PROFESSIONAL GROWTH PLAN

Teacher:	Date:
School Year:	Date:

The Professional Growth Plan is a collaborative effort that supports the teacher's desire to improve instructional skills and requires both the teacher and the evaluator to work in a collaborative, supportive setting.

Part A: Self-Analysis of Teaching Practices

Using the Evaluation of Teaching Performance, complete a self-evaluation. Identify areas of strength/effective practice and select areas for improvement.

Write goals for professional improvement and growth.

Part B: Growth Goals

1. Goal Statement No. 1: _____

- a. Action plan (include district support that is necessary to achieve goal, for example, instructional supervision, coaching, inservice, conferences, district seminars, etc.) _____

- b. How does this goal address the California Standards for the Teaching Profession? _____

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

2. Goal Statement No. 2: _____

a. Action plan (include district support that is necessary to achieve goal, for example, instructional supervision, coaching, inservice, conferences, district seminars, etc. _____

b. How does this goal address the California Standards for the Teaching Profession? _____

3. Goal Statement No. 3: _____

a. Action plan (include district support that is necessary to achieve goal, for example, instructional supervision, coaching, inservice, conferences, district seminars, etc. _____

b. How does this goal address the California Standards for the Teaching Profession? _____

Teacher's Signature:

Evaluator's Signature:

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

APPENDIX D2

OBSERVATION/EVALUATION OF TEACHING PERFORMANCE

Teacher:	Evaluator:
Grade(s):	Observation/Evaluation Date:
Subject(s):	
Dates of Conferences:	Dates of Observations:

Status of Teacher: ☐ Probationary 0 ☐ Probationary 1 ☐ Probationary 2 ☐ Temporary ☐ Permanent _____ Years in District (Incl. current year)
--

EVALUATION

E = Exceeds Standards

N = Progress Not Evident*

M = Meets Standards

N/O = NOT OBSERVED or NOT APPLICABLE

P= Progress Evident*

STANDARD I – Engaging and Supporting All Students in Learning	E	M	P*	N*	N/O
A. Connecting students' prior knowledge, life experiences, and interests with learning goals.					
B. Using a variety of instructional strategies and resources to respond to students' diverse needs.					
C. Facilitating learning experiences that promote autonomy, interaction, and choice.					
D. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.					
E. Promoting self-directed, reflective learning for all students.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

STANDARD II – Creating & Maintaining Effective Environments for Student Learning	E	M	P*	N*	N/O
A. Creating a physical environment that engages all students.					
B. Establishing a climate that promotes fairness and respect.					
C. Promoting social development and group responsibility.					
D. Establishing and maintaining standards for student behavior.					
E. Planning and implementing classroom procedures and routines that support student learning.					
F. Using instructional time effectively.					

Comments: (*Requires specific supporting comments)

STANDARD III – Understanding & Organizing Subject Matter for Student Learning	E	M	P*	N*	N/O
A. Demonstrating knowledge of subject matter content and student development.					
B. Organizing curriculum to support student understanding of subject matter.					
C. Interrelating ideas and information within and across subject matter areas.					
D. Developing student understanding through instructional strategies that are appropriate to the subject matter.					
E. Using materials, resources, and technologies to make subject matter accessible to students.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students	E	M	P*	N*	N/O
A. Drawing on and valuing students' backgrounds, interests, and developmental learning needs.					
B. Establishing and articulating goals for student learning.					
C. Developing and sequencing instructional activities and materials for student learning.					
D. Designing short-term and long-term plans to foster student learning.					
E. Modifying Instructional plans to adjust for student needs.					

Comments: (*Requires specific supporting comments)

STANDARD V – Assessing Student Learning	E	M	P*	N*	N/O
A. Establishing and communicating learning goals for all students.					
B. Collecting and using multiple sources of information to assess student learning.					
C. Involving and guiding students in assessing their own learning.					
D. Using results of assessments to guide instruction.					
E. Communicating with students/families/others about student progress.					

Comments: (*Requires specific supporting comments)

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

STANDARD VI – Developing as a Professional Educator	E	M	P*	N*	N/ O
A. Reflecting on teaching practice and planning professional development.					
B. Establishing professional goals and pursuing opportunities to grow professionally.					
C. Working with communities to improve professional practice.					
D. Working with families to improve professional practice.					
E. Working with colleagues to improve professional practice.					

Comments: (*Requires specific supporting comments)

SUMMARY

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

Teacher: _____ **Date:** _____

Hamilton Unified School District
and
Hamilton High School Teachers Association/CTA/NEA

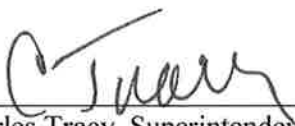
SIGNATURE PAGE

TENTATIVE AGREEMENT

Proposed Settlement Package of May 16, 2013

Between the
Hamilton Unified School District and Hamilton Teacher's Association

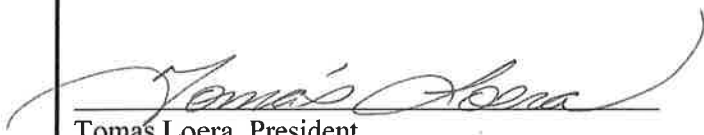
Signed and entered this 22 day of MAY, 2013.



Charles Tracy, Superintendent
Hamilton Unified School District



Leslie Anderson, Lead Negotiator
Hamilton Teachers Association (HTA)



Tomas Loera, President
Hamilton Unified School District Governing Board

Elizabeth Perry

From: Charles Tracy
Sent: Tuesday, June 04, 2013 10:00 AM
To: Alexandra Charlon
Cc: Elizabeth Perry; Matt Juhl-Darlington (matt@mjdcdlaw.com)
Subject: RE: Ratification of Agreement

Thank you Alex. CT

From: Alexandra Charlon
Sent: Tuesday, June 04, 2013 9:20 AM
To: Charles Tracy
Subject: Ratification of Agreement

This is to inform you that your unit has ratified our tentative agreement dated May 16, 2013. If you need anything more from us let us know, but we are ready to sign.

Thanks,
Alex Charlon

MEMO

To: HTA Negotiations

From: Charles Tracy

Date: June 4, 2014

ARTICLE XII: WORK HOURS/WORK YEAR

This language would be for 2014-2015 school year only.

It is understood that the district goals are as follows:

1. Regular time each week is set aside for Professional Learning Communities
2. Staff Development and program improvement needs are met.
3. Designated before/after school tutoring times upon which parent(s) can rely for extra help for students or for consultation with teachers about their child's progress.
4. Staff meetings.
5. Teacher preparation time.

Should this one year implementation not be extended by mutual agreement, the elementary preparation time will revert to the current language:

Current Language:

12.3 Preparation Period

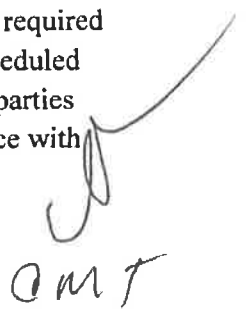
12.3.2 Elementary Schools

- 12.3.2.1 There will be at least 19 minimum-day Fridays preserved for teacher prep time each year.

Proposal:

12.3 Preparation Period

The District shall minimize disruption of teacher prep time by scheduling legally required meetings (IEP, SST or 504 meetings) outside of prep time when possible. Unscheduled parent visits to campus do not constitute a legally required meeting however the parties agree that it is a professional responsibility as stated in 12.2.2 and is in compliance with Board Policy 6020 Parental Involvement.

Handwritten signature and initials, possibly "JMT", in the bottom right corner.

12.3.2 Elementary Schools

12.3.2.1 The designation of the tutoring/consulting times will be decided by site PLC pods and in consultation with site leadership. That schedule will be provided to the school site office and available to parents each month in order that help can be sought for students on Tuesday and Wednesdays each week.

12.3.2.3 Mondays

All Mondays not designated as District mandatory staff meetings (12.5.3.1) will be utilized as prep time. Exceptions may be allowed for legally required meetings.

Prep time shall be as follows:

Grades K-3	2:20-3:15
Grades 4-8	2:35-3:15

12.3.2.4 Minimum Day Fridays

All Fridays not designated as District mandatory staff development (12.5.3.2) will be utilized for prep time. Exceptions may be allowed for legally required meetings.

12.4 Professional Learning Communities (PLC)

Regular time each week is set aside for Professional Learning Communities. It is understood that the district focus is to incorporate Professional Learning Communities as a premier focus of school improvement.

12.4.1 This represents examples of acceptable use of PLC times. This list is not to be considered an exhaustive list:

1. Collaboration
2. Data review
3. Curriculum building
4. Pod work/group work
5. Outside trainings, example Chico Math or California Writing Project

12.4.2 High School

A handwritten signature in black ink, appearing to be 'J. AMT', is located in the bottom right corner of the page.

12.4.2.1 PLC times will be determined by mutual agreement between the site administrator and teaching staff with consideration given to student scheduling needs. This time will be within the contract day.

12.4.3 Elementary School

12.4.3.1 Thursdays

Each Thursday afternoon will be designated as PLC time. All K-8 students will be released at 2:20, if state auditors can verify the required instructional minute requirements are fulfilled.

Grades K-8 2:25-3:30 PM

~~12.4.3.2 Minimum Day Fridays~~

~~Not more than one (1) hour each month per pod may be designated as PLC meeting time at the discretion of the site administration with one (1) week prior notice.~~

12.5 Staff Meetings:

12.5.1 As professionals, HTA and The District agree that regular staff meetings (at least one monthly) are a priority for maintaining good working order of the school sites.

12.5.2 High School

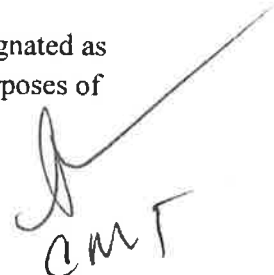
12.5.2.1 Staff meeting times will be determined by mutual agreement between the site administrator and teaching staff with consideration given to student scheduling needs. If outside the contract day, staff meetings shall commence at 3:20 and end no later than 4:00 PM unless the site staff and administration mutually agrees to remain longer.

12.5.3 Elementary School

12.5.3.1 Second Monday of each month from 2:40 to 3:15, or upon another Monday should the site decide to reschedule with one weeks notice.

12.5.3.2 District directed minimum day Fridays

The following days from 2014-2015 school year will be designated as professional development/staff meeting/PLC days for the purposes of meeting program improvement needs:



1 st semester	2 nd Semester
Aug. 29	Jan. 30
Sept. 26	Feb. 27
Oct. 31	Mar. 27
Nov. 21	Apr. 24
Dec. 12	May 29

Plus two additional Fridays set by the HULC.

ARTICLE XIV: CLASS SIZE

14.1 Conceptually, the parties agree that ~~25:1~~ 24:1 ratio of pupils to classroom teachers is desirable. As options are evaluated, the District and the Association will consider this objective.

14.2 It is recognized that smaller class sizes in the primary grades are beneficial to the K-8 instructional program.

14.3 Class size, however, is dependent upon District resources, the educational needs of pupils, and the enrollment trends of the District. The parties acknowledge that retention of District flexibility in assignment and class load is essential to preserve jobs and District function.

14.4 In so far as practicable within the constraints of offering a variety of subjects to a limited number of students in a small ~~high~~ school, the District shall attempt to distribute students in classes of the same course title as equitably as possible.

14.5 ~~Flexibility in meeting grade span reduction targets.~~ The District and HTA agree with the changes in language for ARTICLE XIV to keep funds provided by the State of California flexible to the degree allowed under state law. The District and Unit agree to immediately meet and negotiate the language should it be found to be non-compliant with state laws regulating GSA (Grade Span Adjustment).

A) Class sizes in Kindergarten-3rd grade may be above the GSA 24-1 ratio set by the State of California with the understanding that the District will balance the number of students per grade level as closely as possible.

~~B) The District and Unit agree that our class ratio goals for Kindergarten-3rd grade will be as close to not exceed the following: as reasonably possible based on budget and staffing.~~ The maximum class size for K-3 will be as follows:

Kindergarten 28:1
First Grade 28:1
Second Grade 28:1

amt

Third Grade

28:1

K-3 Combination Classes, if necessary ~~28:1~~

26:1 27:1

- C) For any combination class or should the ~~conceptual ratio~~ grow exceed the above, ~~above 28:1~~ the site administrator will distribute ~~some~~ classroom aid support (if available) instructional support among those classes, if available. ~~that exceed this ratio.~~
- D) Should the K-3 class size average reported on P-2 on the Class Size Penalty Report exceed 26:1 27:1 ~~or that any k-3 teacher's class is a combination class~~ that teacher would receive a one-time payment of \$1000.00 to be paid in the subsequent end of June pay period.

ARTICLE XVII: EVALUATIONS

(Tentative Agreement on this language and corresponding forms. This replaces the existing language from 2013-2014.)

17.0 Definitions

Job performance deficiencies in 3 or more elements in any two (2) CSTP standards may qualify as an unsatisfactory rating.

17.1 General Provisions

- 17.1.1 A fundamental premise for a successful evaluation program includes the necessity for honest and open communication between and among the evaluator and the evaluatee.
- 17.1.2 This process is intended to evaluate and assess the performance of certificated employees in accordance with the requirements set forth at Education Code section 44660 et seq. The objective is to assist the certificated employee to establish, maintain, and improve the learning environment within the scope of the unit members' responsibility.
- 17.1.3 Evaluations shall be based in part on District goals, classroom objectives, and the unit member's Professional Growth Plan. Mutual agreement on these factors between the evaluator and the evaluatee is highly desirable. The Professional Growth Plan shall serve as the basis for the evaluation for all certificated employees.
- 17.1.4 The written evaluation shall be narrative in nature and shall be based on the requirements of law and the identified needs of the unit member being evaluated. The evaluator shall not base any evaluation of classroom performance upon any information which is not within the scope of the unit member's responsibility.

cmT

17.1.5 Formal classroom observations shall be no fewer than 20 minutes or until the closure of the lesson. Observations may be extended by mutual consent of the evaluator and evaluatee.

17.1.6 The evaluation process will be supported by regular and on-going instructional coaching, focused in-service, District seminars, peer coaching, collaborative support, and facilitation of the unit member's Professional Growth Plan as established during the annual conference. (Appendix D-1)

17.1.7 No unit member shall be held accountable for any aspect of the educational program over which the member has no authority.

17.1.9 Only alleged violations of procedure for evaluation are grievable.

17.1.10 Upon the request of the member and by agreement of the site administrator, the District shall reschedule the evaluation to the following year when the unit member serves on a committee in a lead role such as WASC, or BTSA. This also includes extended service on CDE or other sponsored committees.

17.2 FREQUENCY OF EVALUATION

Probationary/Temporary Unit Members:

17.2.1 All temporary/probationary employees shall be formally observed two times before February 15 of the first and second year of probation.

17.2.2 Every probationary and/or temporary member shall be formally evaluated by their immediate supervisor each year by March 1 using the forms in Appendices D1-4.

Permanent Employees:

17.2.4 Every tenured employee shall be evaluated every other year pursuant to Education Code 44664 (a) (1) (2).

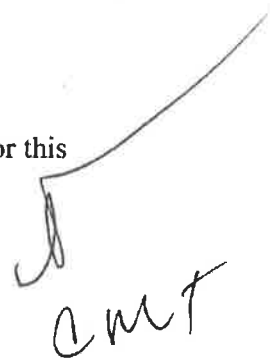
a) Employees with ten (10) or more years of service to Hamilton Unified School District may be evaluated at least once during every five (5) years.

17.2.5 All evaluations for permanent certificated employees shall be completed, reviewed, and signed by the unit member and administrator prior to May 1 of each year.

17.3 Evaluation Forms

17.3.1 The documents which are Appendices D1 - 4 shall be the forms used for this process.

Appendix D-1 Professional Growth Plan

A handwritten signature, possibly "J. [unclear]", is written above the initials "CMT".

Appendix D-2 Classroom Observation

Appendix D-3 Post Observation Conference

Appendix D-4 Evaluation of Teaching Performance

17.4 Evaluation Conferences

17.4.1 Prior to the start of school, the personnel office shall notify the site principals in writing and each which unit members to shall be evaluated that school year

17.4.2 During the first two weeks of school each year a copy of the Professional Growth Plan and the Classroom Observation (APPENDIX D-1 & D-2) shall be sent to each member who will be observed and evaluated that year.

17.4.3 Administrators shall schedule a pre-evaluation conference to take place prior to October 15 of the school year. At this conference, evaluation forms will be reviewed and a professional growth plan will be discussed and developed.

17.4.4 Observation dates shall be settled between the administrator and the certificated member. Sufficient time between observations for all teachers shall be necessary.

17.4.4 (a) No formal observation of a bargaining unit member shall be conducted in the two weeks after the initial conference.

17.4.5 A mid-point conference may be requested by either administration or unit member.

17.4.6 A draft summary of the evaluation (Appendix D-4) will be prepared and given to the unit member ten (10) school days prior to the summative conference.

17.4.7 The final Evaluation of Teaching Performance will be prepared and discussed at a summative conference as follows:

Permanent Certificated Employee:

By May 1, the evaluator shall have met with each evaluated permanent unit member in a private conference, at which time evaluation of the unit member's work shall have been discussed and, if necessary, specific suggestions for improvement made. The Evaluation of Teaching Performance (Appendix D-4) shall serve as a guide for the conference.

Probationary/Temporary Unit Members:

By March 1, the evaluator shall have met with each evaluated Probationary/Temporary unit member in a private conference, at which time evaluation of the unit member's work shall have been discussed and, if necessary, specific suggestions for improvement made. The Evaluation of Teaching Performance (Appendix D-4) shall serve as a guide for the conference.

Probationary Non-Reelection

Prior to March 1, evaluators shall typically meet in a private conference with any temporary/probationary unit member.

17.4.8 Three (3) copies of the summative evaluation are to be distributed as-follows:

One (1) copy to employee during the evaluation conference.

One (1) copy may be retained by Superintendent/Principal/Evaluator.

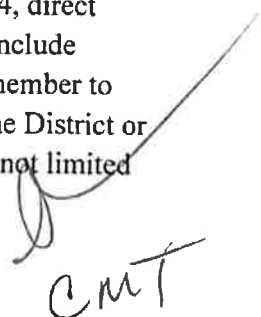
One (1) original placed in the personnel file of the evaluatee.

17.4.9 The unit member shall have the right to initiate a written response to the final Evaluation of Teaching Performance form. Such response shall become a part of the final evaluation.

17.5 Procedures Applicable to Employees Receiving an Unsatisfactory Evaluation

17.5.1 Any certificated unit member who receives an unsatisfactory evaluation shall, upon the member's request, be entitled to at least one (1) subsequent observation, conference and written evaluation. Subsequent observations and evaluations shall be mutually scheduled in the same year if possible. If insufficient time remains, then the subsequent observation conference and written evaluation shall be scheduled for the next year.

17.5.2 The evaluator of the unit member shall assist the unit member in correcting any cited deficiencies. Assistance shall include such items as specific recommendations for improvement on the evaluation form D-4, direct assistance in implementing such recommendations, and may include released time (as determined by Superintendent) for the unit member to visit and observe effective teachers in similar classes within the District or in other schools. Resources for the employee include, but are not limited to:



- a) Peer helpers or colleagues
- b) BTSA
- c) Curriculum specialists
- d) Mentor and/or
- e) Teacher on Assignment

17.5.3 A permanent certificated employee who does not correct cited deficiencies, and who continues to be rated unsatisfactory by the District, shall be assigned to the PAR program as defined in ARTICLE XXIII. The permanent employee then may be subject to termination by the District for unsatisfactory performance after completion of the PAR process.

ARTICLE XIII LEAVES (Tentative agreement on this article)

13.7.3 ~~The benefits provided under this subsection shall run concurrent with other leave benefits. As an example: If an employee has a total of forty (40) days of paid leave accrued from sick leave, that person is entitled to an additional sixty (60) days' leave (less daily cost of substitute) for illness or injury under the provisions of this section.~~

13.7.3 During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. See Ed. Code 44977.

13.7.3.1 For purposes of subdivision (a) of 13.7.3:

13.7.3.1a The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

13.7.3.1b An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

JCM

- 13.7.3.2 The governing board of every school district shall adopt a salary schedule for substitute employees. The salary schedule shall indicate a salary for a substitute for all categories or classes of certificated employees of the district.
- 13.7.3.3 Excepting in a district the governing board of which has adopted a salary schedule for substitute employees of the district, the amount paid the substitute employee during any month shall be less than the salary due the employee absent from his or her duties.
- 13.7.3.4 When a person employed in a position requiring certification qualifications is absent from his or her duties on account of illness for a period of more than five school months, or when a person is absent from his or her duties for a cause other than illness, the amount deducted from the salary due him or her for the month in which the absence occurs shall be determined according to the rules and regulations established by the governing board of the district. The rules and regulations shall not conflict with rules and regulations of the State Board of Education.
- 13.7.3.5 Nothing in this section shall be construed so as to deprive any district, city, or city and county of the right to make any reasonable rule for the regulation of accident or sick leave or cumulative accident or sick leave without loss of salary for persons acquiring certification qualifications.
- 13.7.3.6 This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing district.

ARTICLE XXI: SALARY REGULATIONS

21.3 Horizontal Column Movement

21.3.1 Course credit for salary placement and movement shall be given only for post graduate, upper division, **continuing education**, or graduate course work taken at four year colleges, universities, or graduate schools which are accredited by a regional accrediting commission, except under a waiver, as provided for in Item 21.3.5. See 21.3.6 for more detail on acceptable course work.

21.3.2 Semester hours (units), as defined by the particular accredited college or university, will be acceptable for placement on the salary schedule. Quarter

CMT

hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

21.3.3 Teachers requesting reclassification from one class (column) to another must file such request with the Superintendent not later than June 1 of each year. Supporting records or transcripts verifying post graduate units of study that are to apply toward ~~such a reclassification~~ column movement must be filed with the Superintendent not later than September 15. If the teacher is unable to submit supporting records or transcripts verifying post graduate units of study that are to apply toward ~~reclassification~~ column movement, official notes in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications, which indicate satisfactory completion of the course(s), shall be verified by transcripts within three (3) months of the month of the date of the temporary certificate.

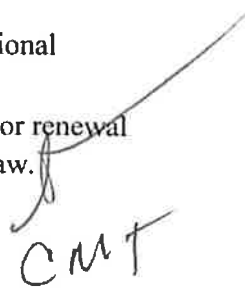
21.3.4 The burden of proof of training, experience, possession of credential, and other required documents shall lie with the teacher, both for initial placement and for subsequent ~~reclassification~~ column movement. Any error in classification shall be corrected as soon as the error is verified.

21.3.5 If a teacher believes that participation in a lower division course will be of direct benefit to the district and that a similar benefit is not available at an upper division or graduate course level, such teacher may petition the District for a waiver. Such waiver, if granted, allows the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in a lower division course, the teacher must make formal application and receive pre-approval from the Superintendent. ~~in the form of the aforementioned letter.~~

21.3.6 Definition of Course work

21.3.6.1 Upper division, continuing education, or graduate courses that shall be credited:

- A subject directly related to the teaching assignment.
- A course recommended and/or approved by the site administrator for the improvement of instruction (may be lower division/continuing education, with prior District approval)
- A subject directly related to an advanced degree in professional education or a teaching assignment.
- A subject required by the California credential, evaluation or renewal if the required course is a new requirement not in current law.

A handwritten signature and the initials 'CMT' are located in the bottom right corner of the page.

21.3.6.2 Lower division or graduate courses that shall be credited:

- Courses required by a California credential, evaluation or renewal.
- Courses required by an advanced degree related to the teaching assignment.
- A course, not previously taken, that is offered by a teacher training institution and which is directly related to the teaching assignment.
- Courses required as a foundation for the acquiring of an additional teaching assignment major or minor. Such courses will be credited when the full major or minor requirement has been met and the teacher has been assigned to the subject area.

21.5 Statement of Units

21.4.1 The District shall provide each teacher by the first day of October, a statement of the number of units that the District has on file for them. This statement shall also include the total number of days of sick leave that have accumulated.

21.6 Annual Advancement

21.5.1 Each unit member shall advance in a class, one (1) step per year, for each year of experience until additional steps cease to exist.

The Unit and the District agree to meet and confer regarding any forms or required process for pre-approval of upper division, graduate, or continuing education units. Until such time as a new form and process is agreed upon, HTA and the District agree that unit members will request, of the superintendent pre-approval of the coursework. The request will include a brief description of the course and the benefits to the current teaching assignment/school/ and their professional development.

UR
amt

ARTICLE XXI: SALARY

The Association wishes to add /increase the following extra duty pay:

Elementary School Yearbook Advisor	\$400
Masters Stipend	\$800
Varsity Head Coaches	\$2,700

Appendix "A"

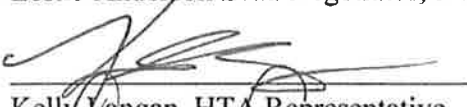
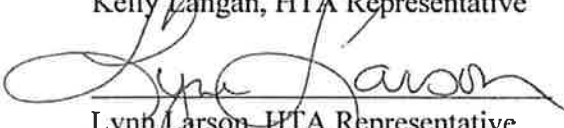
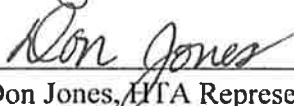
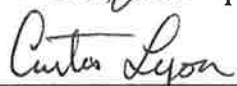
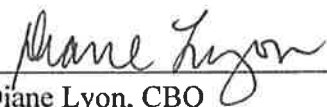
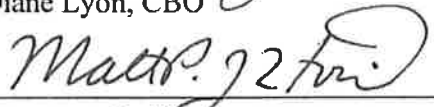
Permanent increase to the salary schedule of three and three quarter percent (3.75%) beginning July , 2014

Appendix B

Increase the District contribution to the District paid Health Insurance Cap by \$50.00 to \$11,150 annually.

Appendix C

Elementary coaches language status quo for the 2014-15. The superintendent will form a committee to address future planning for elementary sports during the 2014-15 school year.


Leslie Anderson Lead Negotiator, HTA
Kelly Langan, HTA Representative
Lynn Larson, HTA Representative
Don Jones, HTA Representative
Curtis Lyon, CTA Field Representative
Charles Tracy, District Superintendent
Diane Lyon, CBO
Matt Juhl-Darlington, District Counsel

Tentative Agreement between HTA and HUSD
For the school year 2015-2016
(May 5, 2015)

ARTICLE XII: WORK HOURS/WORK YEAR

12.2 Work Day

Strike the following language:

~~12.3.2.1 There will be at least 19 minimum day Fridays preserved for teacher prep time each year.~~

Add the following:

12.2.3 Elementary School Tutoring/Consultation Time

12.2.3.1 Two (2) days per week will be designated as tutoring/consultation time from the end of the student day until 3:15, or prior to the start of the school day at 8:15, or other mutually agreed upon times between teacher and administrator. The duration will not be less than 30 minutes in length.

12.2.3.2 The designation of tutoring/consulting times and parent communication will be decided by site PLC pods in consultation with site leadership. This schedule will be provided to the school site administrator, superintendent, and Board and made available to parents each month in order that help may be sought for students. Communication of Tutoring/Consultation Times and schedule will be consistent, regular, and measurable throughout the site.

12.3 Preparation Periods

12.3.1 The District shall minimize disruption of teachers prep time by scheduling legally required meetings (IEP, SST, or 504 meetings) outside of prep time when possible. Unscheduled parent visits to campus do not constitute a legally required meeting however the parties agree that it is a professional responsibility as stated in 12.2.2 and is in compliance with Board Policy 6020 Parental Involvement.

Note renumber the HS prep period language

12.3.3 Elementary Schools

12.3.3.1 After school

12.3.3.1.1 Any time not designated as tutoring/consulting time (12.2.3), staff meetings (12.5), PLC (12.4), District Directed In-service Minimum Day Fridays (12.6) will be preserved for preparation time.

12.3.3.1.2 Exceptions may be allowed for legally required meetings and parent conferences.

12.4 Professional Learning Communities (PLC)

12.4.1 Regular time each week is set aside for PLC. It is understood that the district focus is to incorporate PLC as a premier focus of school improvement.

12.4.2 This represents examples of acceptable use the PLC times. This list is not to be considered an exhaustive list:

1. Collaboration
2. Data Review
3. Curriculum Building
4. Pod work/group work
5. Outside trainings, i.e. Chico Math Project or Northern California Writing Project

12.4.3 High School

12.4.3.1 PLC times will be determined by the site administrator in consultation with the teaching staff and consideration given to student scheduling needs and vertical articulation with the elementary school.

12.4.3.2 PLC time will be within the contract day.

12.4.4 Elementary School

12.4.4.1 PLC times will be determined by the site administration in consultation with teaching staff and consideration given to vertical articulation with the high school.

12.4.4.2 PLC times will be scheduled on one day each week when students are to be released at 2:20; if allowed by State Auditors in order to fulfill minimum instructional minute requirements..

K-8

2:25 to 3:30

12.4.5 PLC times commonly scheduled when sites work together for articulation, curriculum, data analysis or planning is assumed to be from 2:25-3:30 PM or times mutually agreed upon between administration and teachers.

12.5 Staff Meetings

12.5.1 As professionals HTA and the District agree that regular staff meetings (at least one per month) are a priority to maintain good working order of the school sites.

12.5.2 High School

12.5.2.1 Staff meetings will be determined by mutual agreement between the site administrator and teaching staff with consideration given to student scheduling needs. If outside the contract day, staff meetings will commence at 3:20 and end no later than 4:00 unless the site administrator and teaching staff mutually agree to remain longer.

12.5.3 Elementary School

12.5.3.1 One Monday of each month will be reserved for staff meetings or upon another day should it be mutually agreed upon to reschedule with one week's notice. Staff meetings will end no later than 4:00 pm unless the site administrator and teaching staff mutually

agree to remain longer. The annual staff meeting schedule will be distributed no later than the first month of school.

12.6 District Directed In-service Minimum Day Fridays

12.6.1 Any District directed minimum days will be set by the District and reviewed by the HULC. This calendar of preliminary dates will be published no later than the first week of school. To the best of the district's ability to set these dates, it is understood that modifications may be made to this calendar with prior notice.

12.6.2 District directed in-service minimum day Fridays will not be those dates set aside for Early Release Fridays (12.7), Fair week minimum days or the last week of school.

12.6.3 High School

12.6.3.1 There will be at least 4 minimum days designated for professional development/ PLC or vertical articulation.

12.6.4 Elementary School

12.6.4.1 Of the thirty-eight (38) minimum day Fridays, there will be not more than 12 minimum day Fridays designated by the District for Staff Development.

12.7 Early Release

12.7.1 In consideration for the additional staff hours required for professional development/staff meetings/PLC commitments listed in sections above release time will be allowed as described below.

12.7.2 At the conclusion of the student day on minimum day Fridays that are scheduled within the district calendar directly prior to the major school breaks of Thanksgiving, Winter Break, and Spring Break (if applicable), unit members may leave upon completion of professional responsibilities (as stated in Article XII, 12.2, 12.2.2).

ARTICLE XXI: SALARY

The Association and District agree that Article XXI Salary and Article XXII Benefits will not be re-opened for adjustments to the base salary schedule nor adjustments to the District paid Health Insurance Cap for negotiations until 2016-17 for the 2017-18 negotiations.

Permanent increase to the base salary schedule of 3.6% beginning July 1, 2015 and 2.2% beginning July 1, 2016

2015-2016 3.6%

2016-2017 2.2%

Appendix C

The Association agrees to create and propose to the District, job descriptions with the following compensation for the extra duty positions: (Job Description to be complete by September 30, 2015)

Elementary Activities Director \$500

High School and Elementary School MESA advisors \$400 annually each. This stipend is provided for events outside contract time.

ARTICLE XXII: EMPLOYEE BENEFITS

22.2.4 In Lieu Compensation for Retired Employees

22.2.4.1 Retired employees who are eligible for health insurance benefits pursuant to Article XXII Section 22.2 may elect compensation in lieu of medical benefits at a rate of \$9,500 as allowed by law or STRS. This provision will be retroactive upon approval. Retroactive means that the cash in lieu begins July 1, 2015 for currently retired employees.

22.2.4.3 Retired employees who elect in lieu compensation may enroll in the District Vision or Dental Plans. Any premium costs will be deducted from the employee's prorated stipend.

22.2.4.4 Once selected, retirees may not return to district paid medical benefits.

District contribution to the District paid Health Insurance Cap shall remain \$11,150 annually for the 2015-16 and 2016-17 school years.

Appendix D

The Association and District agree to utilize the evaluation form for the Dean of Students/Counselor position for one year and reevaluate in 2016-17 as part of the entire contract negotiations.



Leslie Anderson Lead Negotiator, HTA



Charles Tracy, District Superintendent



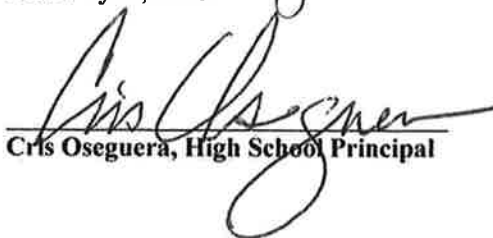
Kelly Langan, HTA Representative



Diane Lyon, CBO



Maria Llamas, HTA Representative



Cris Oseguera, High School Principal



Maria Elena Alvarez, HTA Representative

Matt Juhl-Darlington, District Counsel

Curtis Lyon, CTA Field Representative