

AGREEMENT

BETWEEN THE

**HAMILTON UNIFIED SCHOOL DISTRICT
AND
HAMILTON TEACHERS ASSOCIATION/CTA/NEA**

JULY 1, 2021 – JUNE 30, 2025

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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 event, 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 agree 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.
- 6.6 Education Code Section 44031 states that employee personnel records are permanent. ECS 44031 protects employees from arbitrary or prejudicial materials from being placed into the respective employee's personnel file. Further, the law states that an employee must be notified and provided a copy of any materials being placed into the personnel file prior to the document being placed within. Further, the employee will have the right to respond in writing as described in Education Code Section 44031 (see also Title 5 Cal. Regs. Section 16023, subd. (c)).

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.

10.2.4 If the immediate supervisor and Superintendent are the same person, Level II is omitted.

10.2.5 Formal Level III - Mediation

- 10.2.5.1 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.
- 10.2.5.2 If mediation is not chosen by both parties within 15 (fifteen) days, the grievance will proceed to Formal Level IV – Binding Arbitration.
- 10.2.5.3 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.
- 10.2.5.4 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.
- 10.2.5.5 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.
- 10.2.5.6 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.
- 10.2.5.7 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.

10.2.6 Formal Level IV – Binding Arbitration

- 10.2.6.1 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.
- 10.2.6.2 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.
- 10.2.6.3 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.
- 10.2.6.4 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.
- 10.2.6.5 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.
- 10.2.6.6 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.
- 10.2.6.7 The voluntary labor arbitration rules of the American Arbitration Association shall apply to all arbitrations conducted under this section.
- 10.2.6.8 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.
- 11.1.1.1 A copy of the complaint will be given to the employee within the ten (10) school day period, unless precluded by law or by board policy.
- 11.1.1.2 Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
- 11.1.1.3 A written complaint shall include:
- a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it.
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.
- 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 providing at least a 5-minute transition allowance. 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.
 - 12.2.2.1 8th grade and senior trip transportation will be covered by the District if the trip is within a 2-hour travel radius or 300 miles round trip.

12.3.0 Preparation Period

- 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.

12.3.2 Elementary Schools

12.3.2.1 Elementary/Middle School Prep Time will be designated Monday-Friday, following the release of students until the end of contractual time to be no less than 50 minutes unless needed to be used for instructional minutes.

12.3.2.2 When Middle School teaching schedules are rotating with multiple teaching periods daily, Middle School teachers will follow 12.3.3 for the Preparation Period schedule.

12.3.3 High Schools

12.3.3.1 One Preparation Period equivalent in length of time to one of the teaching periods of the school will be assigned to the teacher.

12.3.3.2 A teacher may be assigned to teach a class absented by another teacher during a regular preparation period.

12.3.3.3 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.

12.3.3.4 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.

12.3.3.5 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.

12.3.3.6 When economically practicable the regular teacher preparation period shall be preserved and a substitute employed.

12.4 Professional Development Minimum Days

12.4.1 70 minutes each week will be allotted for Professional Collaboration. Professional Collaboration is defined as time in which Professional Learning Communities, Professional Development, and Staff Meetings will take place as determined by the Administration. It is understood that the district focus is to incorporate Professional Learning Environments as a premier focus of school improvement.

12.4.2 Professional Learning Communities, Professional Development, and Staff Meetings will take place 35 minutes after the completion of the scheduled minimum day. Whole staff meetings will not exceed thirty (30) minutes with the remainder of the time utilized in Professional Learning Communities focusing on student learning and student improvement.

12.4.3 Whole-district professional development will occur as needed not to exceed nine (9) days (this excludes the minimum days for fair and bolts days). The District will present preliminary dates and topics during HULC at the first meeting of the school year. 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.

12.4.4 Sample Minimum Day Staff Development Schedule:

- 12:30pm – 1:05pm: Lunch
- 1:05pm – 2:15pm (70): Staff Meeting, PLC, Professional Development
- 2:15pm – 3:15pm (60): Prep

12.4.5 The District will provide one day (up to 7.25 hours) timecard annually for work to be completed between July 1 and the first in-service day to complete mandated training and/or to prepare classrooms for the start of the school year. This timecard must be submitted by August 25th of that school year to the site administrator in order to receive payment. The rate of pay will be based on the teachers' hourly rate.

12.5 Early Release

12.5.1 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.

12.5.1.1 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 it falls on a Friday), unit members may leave upon completion of professional responsibilities (as stated in Article XII, 12.2, 12.2.2).

12.6 Extra Pay Positions

12.6.1 Any extra duty position filled is paid per the Extra Duty Salary Schedule; Appendix C.

12.6.2 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.

12.6.3 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.

- 12.6.4 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.

Unit members may make a written request of the district to open a coaching position held by a walk-on coach not employed as a certificated or classified unit member of the district. The district has full discretion when considering the request to open or not to open the position. Such requests must be made by April 1st of the current school year for the following school year.

- 12.6.5 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.

- 12.6.6 Coaches will receive an additional stipend of \$250 for any post season games per sport. The additional stipends will be paid to head coaches and assistant coaches who are paid during the regular season of play. Excluded would be non-paid /volunteer coaches. Coaches who choose to split the regular season stipends would also split the post season stipend of \$250.00.

12.7 Athletic Supervision

- 12.7.1 The District and Unit agree that athletics is a primary support for student learning that builds interest and attracts students to our district. The District and Unit agrees that supervision of athletic events outside the contract day are necessary for student, staff and community safety as well as a requirement to participate in the State of California Interscholastic Federation (CIF) that federation regulating high school sports. The District and Unit agree that supervision within a small district is cumbersome on all and further understand the need to have members of the unit assist administration with athletic supervision. Therefore, this agreement is to encourage sharing the load between high school staff, site and district administration. The District and Unit agrees to the following procedures:

- 12.7.1.1 The District and Unit agrees that Certificated staff may cover Minor Games and school dances as the administrative designee. Minor Games are defined as Soccer, Softball, Baseball and some Volleyball/Basketball games where coverage does not warrant both an administrator and/or Dean of Students supervision.

- 12.7.1.2 The District and Unit agrees that Certificated staff could also serve as an additional site administrative designee at such games that warrant more supervision.
- 12.7.1.3 The District agrees to create an administrative designee sign-up schedule in sufficient time for each of the fall, winter and spring sports.
- 12.7.1.4 The District agrees to provide training to Certificated staff annually regarding the procedures and process needed for each administrative duty while serving as the administrative designee for game supervision.

12.8.2 Compensation

- 12.8.2.1 The District agrees to compensate unit members with one hour of compensatory time for each hour of athletic supervision coverage served outside the contract day up to 21.75 (3 days) hours per school year (as described in article 12.3 section 12.3.3.3). The unit members shall place all athletic coverage hours onto a district timesheet and the district will enter the compensatory time into the district employee attendance system (AESOP) (note, compensatory time shall be paid to all unit members who are acting as administrative designee beyond their required duties).
- 12.8.2.2 All requests for compensatory time off must be submitted through AESOP and approved by the site administrator in a timely manner to ensure that a substitute teacher is secured for the vacancy.
- 12.8.2.3 Unit members who choose to accrue additional coverage over the maximum compensatory bank will be paid at a rate of \$30.00 per hour. Unit members may choose to be compensated at the rate of \$30.00 per hour for athletic coverage and not accrue compensatory time if they so desire.

12.9 Required Travel Between School Sites

- 12.9.1 A \$125 annual travel compensation to be issued with the June payroll for Certificated employees who are scheduled daily at Hamilton High School/Ella Barkley and Hamilton Elementary School or Hamilton Adult School for more than 20 school days annually using their personal vehicle.

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.
- 13.1.5 “Designated Person” an individual related to the employee by blood or whose association with the employee is equivalent to a family member.

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 Bonding Leave
- 13.4.1 Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of a child as provided by the California Family Rights Act (CFRA).
- 13.4.2 Such leave shall be paid leave consistent with Education Code section 44977.5. Employees shall be permitted to use accumulated leave credits during child bonding leave. If an employee exhausts his/her accumulated sick leave prior to the expiration of the 12-week child bonding leave, she/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
- 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 the District of intention to take such leave and will specify the length of the leave (special provisions will be made for emergencies). For birthing parent, the 12-week child bonding leave shall commence at the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
- 13.5 Child Adoption
- 13.5.1 Any unit member shall be entitled to Child Bonding Leave consistent with 13.4 above.
- 13.6 Paternity Leave
- 13.6.1 Non-Birthing Teachers will be afforded leave consistent with Child-Bonding Leave allowed in 13.4 above.
- 13.6.2 Non-Birthing Teachers may also be allowed an unpaid leave of absence for childcare for up to one (1) full year; concurrent with 13.4 and in compliance with the Family and Medical Leave Act.
- 13.7 The District and Unit understand that 13.4 Child-Rearing Bonding Leave is currently in law and agree that the contained language in 13.4 Child-Rearing Bonding Leave will be in effect upon signing of this MOU.
- 13.8 Extended Sick Leave
- 13.8.1 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.

13.8.2 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.

13.8.3 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.

13.8.3.1 For purposes of 13.8.3:

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

13.8.3.1.2 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.

13.8.3.2 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.

13.8.3.3 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.

13.8.3.4 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.

- 13.8.3.5 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.
- 13.8.3.6 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.

13.9 Industrial Accident and Illness Leave

- 13.9.1 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.
 - 13.9.1.1 Allowable leave shall be sixty (60) working days in any one (1) fiscal year for the same accident or illness.
 - 13.9.1.2 Allowable leave shall not be cumulative from year to year.
 - 13.9.1.3 All industrial accident or illness leave will commence on the first day of absence.
 - 13.9.1.4 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.
 - 13.9.1.5 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.
 - 13.9.1.6 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.
 - 13.9.1.7 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.

- 13.9.1.8 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.
- 13.9.1.9 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.
- 13.9.1.10 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.

13.10 Professional Opportunity Leave

- 13.10.1 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.
 - 13.10.1.1 Professional Leave recipients shall receive advancement on the salary schedule as though they remained in the District.
 - 13.10.1.2 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.
 - 13.10.1.3 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.
 - 13.10.1.4 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.

13.11 Personal Necessity Leave

- 13.11.1 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:
 - 13.11.1.1 The death or serious illness of a member of the immediate family as defined in Section 10.1 of this Article.
 - 13.11.1.2 Serious accident involving the unit member's person or property, or the person or property of a member of the immediate family.

- 13.11.1.3 Eminent danger to the home or personal property of the unit member occasioned by flood, storm, fire or other natural calamity.
- 13.11.1.4 The unit member shall not be required to secure advance permission to use personal necessity leave for situations described in Section 13.11.1.1, 13.11.1.2, and 13.11.1.3 above.
- 13.11.2 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.
- 13.11.3 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.
- 13.11.4 Faculty/Student Bereavement Leave
 - 13.11.4.1 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.

13.12 Bereavement Leave

- 13.12.1 Unit members are entitled to up to five (5) days of a bereavement leave of absence. When travel is within 200 miles one way, three (3) days of leave will be paid for by the District. Unit members may use up to two (2) additional leave days of any available time off to cover the days not paid by the District. If out-of-state travel or travel is over 200 miles one way, unit members are entitled to five (5) days of bereavement paid for by the District.
- 13.12.2 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.
- 13.12.3 Bereavement leave of absence for reproductive leave loss
 - 13.12.3.1 Five (5) days of leave will be paid for by the District for a reproductive loss event. Unit members can, but do not have to, take their leave days consecutively, as long as their leave is completed within three months of the reproductive loss event.
 - 13.12.3.2 If a unit member experiences more than one reproductive loss event in a year, they are entitled to no more than 20 days of reproductive loss leave in that one-year period.

13.12.3.3 A unit member can take leave following their own reproductive loss event or a spouse or partner – if the employee would have been the parent of the child born or adopted.

13.12.3.4 Unit members who have worked for the District for at least 30 days before taking leave are eligible.

13.13 Catastrophic Leave

13.13.1 Under the catastrophic leave program, District employees may voluntarily donate sick leave credits to other eligible employees within the District who have been granted leaves of absence due to a catastrophic illness or injury.

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

13.13.3 Definitions

13.13.3.1 “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).

13.13.3.2 “Catastrophic leave credit” means sick leave donated from one employee’s accrued sick leave account to another employee.

13.13.3.3 “Recipient” means any person meeting the eligibility requirements.

13.13.3.4 “Donor” means any person voluntarily transferring their sick leave credits to another employee.

13.13.3.5 “Participant” means any eligible employee within the District.

13.13.4 Sick Leave Credits.

13.13.4.1 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.

13.13.5 Recipients.

13.13.5.1 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.

13.13.6 Donors

13.13.6.1 Donations may be solicited through an announcement by the District on behalf of an eligible recipient.

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

13.13.6.3 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.

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

13.14 Jury and Witness Duty Leave

13.14.1 The employee must return to work when it is not necessary for him/her to report for jury duty.

13.14.2 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.

13.14.3 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.

13.14.4 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.

13.14.5 If a litigant, the employee:

13.14.5.1 Shall be granted leave not to exceed five (5) days.

13.14.5.2 Shall be required to pay the substitute pay up to five (5) days.

13.14.5.3 Shall be limited to five (5) paid days.

13.15 Leave Status

13.15.1 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 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 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).
- 14.5.1 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.
- 14.5.2 The maximum class size for K-3 will be as follows:
- | | |
|---|------|
| Kindergarten | 28:1 |
| First Grade | 28:1 |
| Second Grade | 28:1 |
| Third Grade | 28:1 |
| Combination Classes (K-5), if necessary | 27:1 |
- 14.5.3 For any combination class or should the ratio exceed the above, the site administrator will distribute classroom instructional support among those classes, if available.
- 14.5.4 Should the class size average reported on P-2 on the Class Size Penalty Report exceed 28:1 in a single grade span class or 27:1 in a combination class that teacher would receive a one-time payment of \$1000.00 to be paid in the June pay period.
- 14.5.5 For classes with a self-contained two single grade combination class (example: K-1 combination class), teachers are to receive a one-time payment of \$1,500 to be paid in the June pay period.
- 14.5.6 For classes with a self-contained three single grade combination class (example: K, 1, 2 combination class or any combination of three (3) grades span), teachers

are to receive a one-time payment of \$2,500 to be paid in the June pay period inclusive to grades Tk-5th.

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

- 16.3.2 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.
- 16.3.3 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.
- 16.3.4 Unit members returning from leave shall be afforded all rights provided under this section.
- 16.3.5 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.
- 16.3.6 If the Unit member is moved from one classroom to another, the unit member will be given \$150 a day for a maximum of \$300 to complete the move as follows:
- 16.3.6.1 The District will schedule District custodial staff and equipment to assist in the movement.
 - 16.3.6.2 Scheduled assistance will happen between the year end dismissal of students and the beginning of Summer School or at another time upon mutual agreement prior to the beginning of school. Exceptions may occur due to summer school classroom usage, or construction.
 - 16.3.6.3 Unit member will submit a time sheet by June 30th of the fiscal year of classroom movement.
- 16.3.7 These clauses shall not affect itinerant teachers who may have to move rooms throughout the day when the normal and usual teaching assignments dictate such movement.

16.4 Notification of Assignment

- 16.4.1 Each unit member shall be given written notice not later than the Third Friday in May for next year's assignment. Such notice shall specify the grade level, subject/position to which the unit member will be assigned along with the room or rooms assigned as a teaching station for that unit member. This clause does not affect itinerant teachers who may change classrooms for subject matter or whose classroom instruction is held in multiple locations on a campus or in the district. In addition, such notice shall explain the nature of special problems, which may be experienced by pupils assigned to the unit member, if known. The

Unit agrees that service of such notice may be given either by email or personal service by the conclusion of the contract day on the third Friday of May. The unit and district understands that a unit member may be temporarily assigned a classroom or teaching station when construction occurs. In these cases, it is permissible to delay the actual teaching assignment or location until construction can be complete for that classroom or teaching station.

16.4.1.1 Assignment Limitations

16.4.1.1.1 Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified.

16.4.1.1.2 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.

16.4.1.1.3 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 above. Subsequently, the unit member shall be assigned in accordance with Section 16.4.1.1.1 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 the following criteria:

16.6.1.1.2 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.)

16.6.1.1.3 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

16.6.1.1.4 Credentials that permit supplementary authorization

16.6.1.1.5 Number of teaching and/or specialist service credentials

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

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

16.6.1.1.8 Preliminary v. Clear/Life credentials

16.6.1.1.9 National Board Certification

16.6.1.1.10 Application of Criteria as follows:

16.6.1.1.10.1

- 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
- 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
- Credentials that permit supplementary authorizations Rating: +1 per supplementary authorization

- Number of teaching and/or specialist service credentials
Rating: +1 per credential
- Earned degrees beyond the B.A. or B.S. level (e.g., masters, doctorate) Rating: +1 per degree
- Multiple language skills relevant to District need (e.g. Spanish) Rating +1 for Spanish
- Preliminary v. Clear/Life credentials Rating: +1 per preliminary +2 per Clear/Life Credential
- National Board Certification Rating: +1 per certificate

16.6.1.1.11 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.

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.

16.6.2 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:

16.6.2.1 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.

16.6.2.1.1 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.

16.6.2.1.2 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.

16.6.2.1.3 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.

16.6.2.1.4 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.

16.6.3 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.

16.6.4 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.

16.6.5 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.

16.7 School/Site Reconstitution

16.7.1 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.

16.7.1.1 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.

16.7.1.2 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.

16.8 Dual Immersion Program

16.8.1 The District agrees to follow the protocol as detailed in this article as it relates to the implementation of the Dual Immersion Program.

Article XVII: Evaluations

17.1 Definitions

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

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 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.
- 17.2.4 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.
- 17.2.5 Formal classroom observations shall be no fewer than 20 minutes in duration for district schools, except by mutual consent of the evaluator and evaluatee, and no longer than 60 minutes.
- 17.2.6 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. (Appendix D-1)
- 17.2.7 No unit member shall be held accountable for any aspect of the educational program over which the member has no authority.
- 17.2.8 Only alleged violations of procedure for evaluation are grievable.
- 17.2.9 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.

17.3 Frequency of Evaluation

17.3.1 Probationary/Temporary Unit Members:

- 17.3.1.1 All temporary/probationary employees shall be formally observed two times before February 15 of the first and second year of probation.
- 17.3.1.2 Every probationary and/or temporary member shall be formally evaluated by their immediate supervisor each year by March 1 using the form in Appendix D1.

17.3.2 Permanent Employees:

- 17.3.2.1 Every tenured employee shall be evaluated every other year pursuant to Education Code 44664 (a) (1) (2).
- 17.3.2.2 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.
- 17.3.2.3 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.
- 17.3.2.4 If a unit member is moved to a new program or grade level the district may provide coaching and or additional services to support quality teaching and content development to the unit member.

17.4 Alternative Evaluation Procedure

17.4.1 The District and the Association share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

17.4.1.1 Participants

17.4.1.1.1 The following certificated personnel will be eligible to participate in an alternate evaluation system:

- a) All permanent certificated employees who have worked for the District six consecutive years and who have received two satisfactory evaluations (excluding probationary evaluations) and with agreement by the site administrator may participate in the alternative evaluation process.
- b) Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.

- c) There will be no limit on the number of participants at each site.
- d) The alternative evaluation option, if mutually agreed upon between the evaluatee and the site administrator, shall take the place of the traditional evaluation methods as outlined in Article 17 of the Collective Bargaining Agreement.

17.4.1.1.2 (a) Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be returned, during the following evaluation period to the traditional evaluation process, whereby the unit member will not be evaluated that next year, unless they have received an unsatisfactory evaluation under the alternative evaluation process, as outlined in Article 17 of the Collective Bargaining Agreement between the District and HTA. The administrator must specify to the affected teacher, in writing, the reasons for the evaluation reassignment.

17.4.1.1.3 (b) A unit member may request to have the alternative evaluation process be extended beyond the current evaluation year when the unit member can demonstrate good cause for that extension. The extension request must be approved by the site administrator and the Superintendent.

17.4.2 Process

17.4.2.1 Goal Setting

- a. The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal-setting conference, the site administrator and the certificated employee will:
 - i. Agree on the goals and the selection of the alternative evaluation option.
 - ii. Develop timelines for completion.
 - iii. Review how the alternative evaluation option will enhance student learning.
- b. Alternative Evaluation Options

- i. The certificated employee should select alternative evaluation options that are in close alignment with his/her annual goals. The district-wide approved alternative options are described as follows:

I. Individual Growth Activities

Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities combined with self-analysis techniques. Examples of activities in this category are:

- Video-taping a classroom lesson (self-analysis)
- Portfolio assessments (training, development and use)
- Self-evaluation (formative and summative)
- Teacher-created projects

II. Educational Team Growth Activities

These activities are designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased level of collaboration contributes to the professional growth of each employee. Examples of Educational Team Growth Activities are:

- Cognitive coaching
- Video-taped lessons (with peer/administrator reviewers)
- Inter/intra disciplinary grade level teams
- Collaborative teaching and presentations to staff
- Teacher team created projects

III. Educational Research

The teacher may outline an instructional strategy or learning theory to be researched and implemented in the classroom. The design of the research and method of evaluation shall be included in the project. This may be completed in conjunction with graduate coursework or a District curriculum project.

17.4.3 Collaboration

- 17.4.3.1 The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.
- 17.4.3.2 All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format for this collaboration will be developed at each individual site in collaboration with the site administrator.

17.4.4 Timelines

- 17.4.4.1 The certificated employee will submit written alternative evaluation plan/goals no later than October 15 of each school year (this meets the Stull Bill requirements).

17.4.5 Final Report

- 17.4.5.1 The teacher and administrator agree upon a timeline of monitoring and progress of the selected teacher activities. The teacher must schedule an appointment with the administrator on or before April 15 of each year for their final review of their project. The teacher shall provide at the final conference a written report summarizing the project, its outcomes and areas of strength and areas of critical follow up for that teacher to achieve before the next evaluation season (the following two years). The written plan will be presented to the administrator in a final evaluation conference on or before April 15. The administrator may respond in writing providing additional guidance before May 1, annually, or sign and accept the project and conclude the alternative evaluation process for that unit member. It shall be the responsibility of the site administrator to include the final report in the employee's personnel file at the District office.

17.5 Evaluation Forms

- 17.5.1 The documents which are in Appendix D shall be the forms used for this process.
- D1: Certificated Probationary Evaluation Form
 - D2: Certificated Permanent Evaluation Form

17.6 Evaluation Conferences

- 17.6.1 Prior to the start of school, the personnel office shall notify the site principals in writing which unit members shall be evaluated that school year.
- 17.6.2 During the first two weeks of school each year a copy of either the Certificated Probationary Form or Certificated Permanent Evaluation Form shall be sent to each member who will be observed and evaluated that year.
- 17.6.3 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.
- 17.6.4 Observation dates shall be settled between the administrator and the certificated member. Sufficient time between observations for all teachers shall be necessary.

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

17.6.5 A post observation shall be held within a reasonable time period, (usually within 10 days of the observation, barring unforeseen circumstances beyond the control of the unit member or the administrator).

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

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

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

17.7 Permanent Certificated Employee:

17.7.1 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.

17.8 Probationary/Temporary Unit Members:

17.8.1 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.

17.9 Probationary Non-Reelection

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

17.10 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.

17.11 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.

17.12 Procedures Applicable to Employees Receiving an Unsatisfactory Evaluation

- 17.12.1 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.
- 17.12.2 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:
1. Peer helpers or colleagues
 2. BTSA
 3. Curriculum specialists
 4. Mentor and/or
 5. Teacher on Assignment
- 17.12.3 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 VXIII: 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
- 18.3.1 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.
- 18.5.1 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 in-service 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 in-service training.
- 19.1.3 Attendance is mandatory. Make up time must be commensurate with the missed in-service 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 (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 up to ten (10) years maximum credit at the time of initial placement on the salary schedule. Assignment of the number of years awarded based on the discretion of the District. Current Certificated employees this applies to will receive service credit (up to year 10) and be paid retroactively to 7/1/2021 for the 2021-22 school year only for employees hired after 7/1/2019.
- 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 years' 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, 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 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 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 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 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.

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, 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.

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.

21.4 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.

21.5.2 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.

21.5.3 Starting with the 2022-2023 school year, years of credit per column will be extended as follows:

- Column I: increase from 4 to 8 years
- Column II: increase from 8 to 12 years
- Column III: increase from 12 to 15 years
- Column IV:
 - Step 28-31: No Change
 - Step 32-35: Regular step increase Step 32 with next increase at Step 36.
 - Step 36: 1%

STATUS Article XXII: Employment Benefits

22.1 Active Employees

- 22.1.1 Each eligible employee shall be entitled to receive health insurance benefits as outlined in Appendix B.

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) years' service to the District as defined in Article XII Work Hours/Work Year of this agreement.

22.2 Eligibility for health insurance

- 22.2.1 Fulltime employees (6/6 time or 36.25 hours per week): 100% of the district cap.²

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

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

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

22.3 Eligibility for life insurance

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

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

- 22.5 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.

22.6 In Lieu Compensation

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

- 22.6.2 Unit members who work less than fulltime and are eligible for health insurance benefits pursuant to Article XXII, Section 22.2, may elect compensation in lieu of medical benefits once per year during the Open Enrollment period.

- 22.6.2 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.
- 22.6.3 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.
- 22.6.4 Unit members electing compensation in lieu of medical benefits will receive The District’s contribution per year paid in a prorated stipend.
- 22.6.5 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.
- 22.6.6 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.
- 22.6.7 Spouse or domestic partners who are also full time District employees are not eligible for in lieu of benefits.
- 22.6.8 This in lieu of provision shall be effective to the extent it comports with obligations and provisions of the CVT Health Benefit Program.
- 22.6.9 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.

22.7 Retired Employees

- 22.7.1 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).
- 22.7.2 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.
 - 22.7.1.1 The unit member must have served at least 15 (fifteen) years in the Hamilton Unified School District as an employee;
 - 22.7.1.2 The unit member must have reached a minimum age of fifty-five (55) before retirement;
- 22.7.3 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.

22.7.4 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).

22.7.5 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.

22.7.6 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.

22.7.7 In Lieu Compensation for Retired Employees

22.7.7.1 Retired employees who are eligible for health insurance benefits pursuant to Article XXII Section 22.7.2 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.

22.7.7.2 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.

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

22.8 COBRA

22.8.3 Cobra will be applied pursuant to Federal law (COBRA).

22.9 Payroll Deduction

22.9.3 Current Employees

22.9.3.1 Should the required annual premiums for the employee selected benefit plan as defined in Appendix B exceeded the District's required annual contribution set forth in Appendix B, the shortfall shall be converted to eleven equal payments. The eleven equal payments will be deducted from the employee's pay over eleven months.

22.9.4 Retired Employees

22.9.4.1 Should the required annual premiums for the retired employee benefit plan selected (Appendix B) exceed the District's required annual contribution set forth in Appendix B, the shortfall shall be converted to a monthly sum. The retired employee shall remit payment monthly to the District. Failure to do so shall result in cancellation of insurance coverage for non-payment of premiums.

22.10 Golden Handshake

22.10.1 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 Administration Activities (M.A.A.)

- 24.1 Article XXIV will be suspended.
- 24.2 Newly agreed upon language for Medical Administration Activities (MAA) will be contained in Appendix G and will sunset upon the District choosing not to continue in the MAA program time survey.

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 in-services 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 in-services, 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

The parties agree to a new contract duration of July 1, 2021 through June 30, 2025. The parties agree that the only reopener during the life of the agreement is Article XII WORK HOURS/WORK YEAR upon written notice by either party.

- 27.1 This Agreement shall remain in full force and effect from the date of ratification by both parties through and including June 30, 2025.
- 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.

SIGNATURE PAGE

Agreement between the Hamilton Unified School District

and

Hamilton Teachers Association/HTA/CTA

July 1, 2021- June 30, 2025

Ratified by HTA: _____

Approved by the HUSD Governing Board: January 30, 2024

Signed this (see dates below) day of March, 2024.

Maria Reyes
Maria Reyes (Mar 11, 2024 15:51 PDT)

Maria Reyes, President
Hamilton Teachers Association (HTA)

Jeremy Powell
Jeremy Powell (Mar 18, 2024 12:04 PDT)

Dr. Jeremy Powell, Superintendent
Hamilton Unified School District

Raquel Bocast
Raquel Bocast (Mar 13, 2024 14:20 PDT)

Lead Negotiator
Hamilton Teachers Association (HTA)

Wendell Lower

Wendell Lower, Board President
Hamilton Unified School District

APPENDIX A: Certificated Salary Schedule

HAMILTON UNIFIED SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 TEACHERS
 DISTRICT COUNSELORS/DEAN OF STUDENTS
 2023-2024
 Effective July 1, 2023
 CAP \$14,870

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	49,582	55,933	58,825	61,667	77,529
2	51,062	57,611	60,494	63,519	79,381
3	52,601	59,345	62,309	65,425	81,286
4	58,761	61,123	64,177	67,385	83,247
5	60,523	62,959	66,103	69,406	85,267
6	62,340	64,846	68,084	71,495	87,354
7	64,211	66,793	70,127	73,636	89,498
8	66,136	68,795	72,232	75,843	91,704
9		70,859	74,400	78,119	93,980
10		72,984	76,628	80,464	96,323
11		75,174	78,930	82,874	98,736
12		77,429	81,299	85,367	101,228
13			83,739	87,924	103,784
14			86,251	90,565	106,424
15			88,838	93,277	109,137
16 - 19				96,086	111,949
20 - 23				99,600	115,461
24 - 27				101,925	117,787
28 - 31				104,987	120,847
32 - 35				108,136	124,472
36				109,217	125,717

184 days for Teachers (Columns I - IV)

*194 days for District Counselors/Dean of Students (Column V)

COLA of 6.0% effective 7/1/23 / CAP \$14,870 effective 7/1/2023

Effective July 1, 2023: Column V: Step 28-31: No Change; Step 32-35: regular step increase at Step 32 with next increase at Step 36; Step 36: 1% increase

Board approved 1/30/2024 - retro to be paid on February 2024 payroll.

HAMILTON UNIFIED SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 TEACHERS
 DISTRICT COUNSELORS/DEAN OF STUDENTS
 2024-2025
 Effective July 1, 2024
 CAP \$14,870

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	50,326	56,772	59,707	62,592	78,692
2	51,828	58,475	61,401	64,472	80,572
3	53,390	60,235	63,244	66,406	82,505
4	59,642	62,040	65,140	68,396	84,496
5	61,431	63,903	67,095	70,447	86,546
6	63,275	65,819	69,105	72,567	88,664
7	65,174	67,795	71,179	74,741	90,840
8	67,128	69,827	73,315	76,981	93,080
9		71,922	75,516	79,291	95,390
10		74,079	77,777	81,671	97,768
11		76,302	80,114	84,117	100,217
12		78,590	82,518	86,648	102,746
13			84,995	89,243	105,341
14			87,545	91,923	108,020
15			90,171	94,676	110,774
16 - 19				97,527	113,628
20 - 23				101,094	117,193
24 - 27				103,454	119,554
28 - 31				106,562	122,660
32 - 35				109,758	126,339
36				110,855	127,603

184 days for Teachers (Columns I - IV)

*194 days for District Counselors/Dean of Students (Column V)

COLA of 1.5% effective 7/1/24 / CAP \$14,870

Board approved 1/30/2024.

APPENDIX B: Employee Benefits

EMPLOYEE BENEFITS

Effective July 1, 2023

1.0 District-paid Health Insurance Cap

- \$14,870 for fulltime employees (5/6-time and greater)
- \$7,435 for part-time employees (3/6- and 4/6-time)
- Zero (\$0) for 2/6-time or less

2.0 Medical plans

- California Valued Trust Medical
- Composite Rate Structure
- Plan options as selected by the unit annually.

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

EXTRA DUTY SCHEDULE

Rate based off of Certificated Salary Schedule, Column II, Step 1 (% increases on Sports/Athletics only).	2023-24	\$55,933.00
SPORTS/ATHLETICS		
Sport	HUSD Percent	Current Stipend (Rate (Certificated Salary Schedule (Column II, Step 1)
Basketball		
Head Varsity - Boys	7.00%	\$3,915
Head JV - Boys	5.00%	\$2,797
Head Varsity - Girls	7.00%	\$3,915
Head JV - Girls	5.00%	\$2,797
Baseball/Softball		
Head Varsity-Baseball	7.00%	\$3,915
Head JV - Baseball	5.00%	\$2,797
Head Varsity - Softball	7.00%	\$3,915
Head JV - Softball	5.00%	\$2,797
Cheerleading		
Cheerleader Advisor	7.00%	\$3,915
Cross Country		
Head Varsity	7.00%	\$3,915
Football		
Head Varsity	8.00%	\$4,475
Varsity Assistant	5.00%	\$2,797
Head JV	5.00%	\$2,797
JV Assistant	4.00%	\$2,237
Junior High Sports		
All Junior High Sports will be paid at this percent, unless the below information applies (Junior High Only - New sports or teams will be approved annually by the Superintendent by July 1.)	2.00%	\$1,119
**Flag Football OR If a certificated employee coached any sport during 2022-2023, the coach will be grandfathered-in with a 4% stipend for that sport as long as continual service is provided.	4.00%	\$2,237
Soccer		
Head Varsity-Boys	7.00%	\$3,915
Head Varsity-Girls	7.00%	\$3,915
Track		
Head Varsity	7.00%	\$3,915
Track-Assistant Coach	4.00%	\$2,237
Volleyball		
Head Varsity	7.00%	\$3,915
Head JV	5.00%	\$2,797
Wrestling		
Head Varsity	7.00%	\$3,915
Assistant Coaches		
Assistant Coaches (Assignment will be at the discretion of the Athletic Director and High School Principal. Four Assistant Coaches are available per school year)	2.00%	\$1,119
STUDENT ACTIVITIES		
Activity	Current	
Academic Decathlon	\$	832.00
Agriculture Instructor/Farm Manager (per high school Ag. Teacher)	\$	6,268.00
BCLAD/LDS Certification	\$	1,200.00
CSF	\$	800.00
CJSF	\$	400.00
Drama Advisor	\$	876.00
Elementary Activities Director	\$	500.00
MEChA	\$	715.00
Yearbook Advisor HHS	\$	1,514.00
Yearbook Advisor HES	\$	400.00
INACTIVE STIPENDS (SPORTS/ATHLETICS & STUDENT ACTIVITIES)		
After School Tutoring/ Extended/ GATE	\$	45/hr
Assistant Coach	\$	546.00
Athletic Trainer	\$	2,500.00
Choir Director	\$	4,722.00
Counselor-Academic	\$	3,677.00
Counselor-Substance Abuse	\$	2,917.00
Counselor-CAHSEE	\$	2,184.00
Counselor-10th Grade	\$	4,819.00
District GATE Coordinator	\$	1,500.00
MESA Advisor Elementary School	\$	400.00
MESA Advisor High School	\$	400.00
Music Director	\$	286.00
<i>Extra Duty Schedule Notes:</i>		

EXTRA DUTY SCHEDULE

Rate based off of Certificated Salary Schedule, Column II, Step 1 (% increases on Sports/Athletics only).	2024-25	\$56,772.00
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SPORTS/ATHLETICS

Sport	HUSD Percent	Current Stipend (Rate (Certificated Salary Schedule (Column II, Step 1)
Basketball		
Head Varsity - Boys	7.00%	\$3,974
Head JV - Boys	5.00%	\$2,839
Head Varsity - Girls	7.00%	\$3,974
Head JV - Girls	5.00%	\$2,839
Baseball/Softball		
Head Varsity-Baseball	7.00%	\$3,974
Head JV - Baseball	5.00%	\$2,839
Head Varsity - Softball	7.00%	\$3,974
Head JV - Softball	5.00%	\$2,839
Cheerleading		
Cheerleader Advisor	7.00%	\$3,974
Cross Country		
Head Varsity	7.00%	\$3,974
Football		
Head Varsity	8.00%	\$4,542
Varsity Assistant	5.00%	\$2,839
Head JV	5.00%	\$2,839
JV Assistant	4.00%	\$2,271
Junior High Sports		
All Junior High Sports will be paid at this percent, unless the below information applies (Junior High Only - New sports or teams will be approved annually by the Superintendent by July 1.)	2.00%	\$1,135
**Flag Football OR If a certificated employee coached any sport during 2022-2023, the coach will be grandfathered-in with a 4% stipend for that sport as long as continual service is provided.	4.00%	\$2,271
Soccer		
Head Varsity-Boys	7.00%	\$3,974
Head Varsity-Girls	7.00%	\$3,974
Track		
Head Varsity	7.00%	\$3,974
Track-Assistant Coach	4.00%	\$2,271
Volleyball		
Head Varsity	7.00%	\$3,974
Head JV	5.00%	\$2,839
Wrestling		
Head Varsity	7.00%	\$3,974
Assistant Coaches		
Assistant Coaches (Assignment will be at the discretion of the Athletic Director and High School Principal. Four Assistant Coaches are available per school year)	2.00%	\$1,135

STUDENT ACTIVITIES

Activity		Current
Academic Decathlon	\$	832.00
Agriculture Instructor/Farm Manager (per high school Ag. Teacher)	\$	6,268.00
BCLAD/LDS Certification	\$	1,200.00
CSF	\$	800.00
CJSF	\$	400.00
Drama Advisor	\$	876.00
Elementary Activities Director	\$	500.00
MEChA	\$	715.00
Yearbook Advisor HHS	\$	1,514.00
Yearbook Advisor HES	\$	400.00

INACTIVE STIPENDS (SPORTS/ATHLETICS & STUDENT ACTIVITIES)

After School Tutoring/ Extended/ GATE		45/hr
Assistant Coach	\$	546.00
Athletic Trainer	\$	2,500.00
Choir Director	\$	4,722.00
Counselor-Academic	\$	3,677.00
Counselor-Substance Abuse	\$	2,917.00
Counselor-CAHSEE	\$	2,184.00
Counselor-10th Grade	\$	4,819.00
District GATE Coordinator	\$	1,500.00
MESA Advisor Elementary School	\$	400.00
MESA Advisor High School	\$	400.00
Music Director	\$	286.00

Extra Duty Schedule Notes:

APPENDIX D1: Certificated Probationary Evaluation Form

Hamilton Unified School District Probationary Certificated Employee Summary Evaluation

School Year: _____

Probationary Status: YR1 __ YR2 __

Employee: _____

Position: _____ Site: _____

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
1.	ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	4	3	2	1
1.1	Using knowledge of students to engage them in learning				
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3	Connecting subject matter to meaningful, real-life contexts				
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5	Promoting Critical Thinking Through inquiry, problem solving, and reflection				
1.6	Monitoring student learning and adjusting instruction while teaching				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
2.	CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	4	3	2	1
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully				
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students				
2.5	Developing, communicating, and maintaining high standards for individual and group behavior				
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn				
2.7	Using instructional time to optimize learning				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
3.	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	4	3	2	1
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3	Organizing curriculum to facilitate student understanding of the subject matter				
3.4	Utilizing instructional strategies that are appropriate to the subject matter				
3.5	Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content				

**4: Outstanding; 3: Satisfactory; 2: Needs Improvement; 1: Unsatisfactory
HUSD Probationary Certificated Employee Summary Evaluation Rev 121521 Page 1

Hamilton Unified School District Probationary Certificated Employee Summary Evaluation

School Year: _____

Probationary Status: YR1 ___ YR2 ___

Employee: _____

Position: _____ Site: _____

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
4.	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	4	3	2	1
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2	Establishing and articulating goals for student learning				
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
5.	ASSESSING STUDENTS FOR LEARNING	4	3	2	1
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments				
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction				
5.3	Reviewing data, both individually and with colleagues, to monitor student learning				
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5	Involving all students in self-assessment, goal setting and monitoring progress				
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
6.	DEVELOPING AS A PROFESSIONAL EDUCATOR	4	3	2	1
6.1	Reflecting on teaching practice in support of student learning				
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development				
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning				
6.4	Working with families to support student learning				
6.5	Engaging local communities in support of the instructional program				
6.6	Managing professional responsibilities to maintain motivation and commitment to all students				
6.7	Demonstrating professional responsibility, integrity, and ethical conduct				

**4: Outstanding; 3: Satisfactory; 2: Needs Improvement; 1: Unsatisfactory
HUSD Probationary Certificated Employee Summary Evaluation Rev 121521 Page 2

**Hamilton Unified School District
Probationary Certificated Employee Summary Evaluation**

School Year: _____ Probationary Status: YR1 __ YR2 __
Employee: _____ Position: _____ Site: _____

Areas of Strength/Accomplishments/Commendations:

Areas Needing Improvement/Recommendations:

OVERALL RATING:
Recommended for Continued Employment <input type="radio"/> Not Recommended <input type="radio"/>

Evaluator's Signature _____ Date _____ Employee's Signature _____ Date _____

Employee's signature, above, acknowledges receipt of this document on the date indicated and not necessarily agreement with the contents herein. Employee may submit and have permanently attached a response to this document.

APPENDIX D2: Certificated Permanent Evaluation Form

Hamilton Unified School District Permanent Certificated Employee Summary Evaluation

School Year: _____ Probationary Status: YR1 __ YR2 __
 Employee: _____ Position: _____ Site: _____

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
1.	ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	4	3	2	1
1.1	Using knowledge of students to engage them in learning				
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3	Connecting subject matter to meaningful, real-life contexts				
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5	Promoting Critical Thinking Through inquiry, problem solving, and reflection				
1.6	Monitoring student learning and adjusting instruction while teaching				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
2.	CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	4	3	2	1
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully				
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students				
2.5	Developing, communicating, and maintaining high standards for individual and group behavior				
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn				
2.7	Using instructional time to optimize learning				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
3.	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	4	3	2	1
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3	Organizing curriculum to facilitate student understanding of the subject matter				
3.4	Utilizing instructional strategies that are appropriate to the subject matter				
3.5	Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content				

**4: Outstanding; 3: Satisfactory; 2: Needs Improvement; 1: Unsatisfactory
 HUSD Probationary Certificated Employee Summary Evaluation Rev 121521 Page 1

Hamilton Unified School District Permanent Certificated Employee Summary Evaluation

School Year: _____
Employee: _____

Probationary Status: YR1 __ YR2 __
Position: _____ Site: _____

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
4.	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	4	3	2	1
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2	Establishing and articulating goals for student learning				
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
5.	ASSESSING STUDENTS FOR LEARNING	4	3	2	1
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments				
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction				
5.3	Reviewing data, both individually and with colleagues, to monitor student learning				
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5	Involving all students in self-assessment, goal setting and monitoring progress				
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning				

California Standards/Areas of Expectation		**Performance Level Achieved & Comments			
6.	DEVELOPING AS A PROFESSIONAL EDUCATOR	4	3	2	1
6.1	Reflecting on teaching practice in support of student learning				
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development				
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning				
6.4	Working with families to support student learning				
6.5	Engaging local communities in support of the instructional program				
6.6	Managing professional responsibilities to maintain motivation and commitment to all students				
6.7	Demonstrating professional responsibility, integrity, and ethical conduct				

**4: Outstanding; 3: Satisfactory; 2: Needs Improvement; 1: Unsatisfactory
HUSD Probationary Certificated Employee Summary Evaluation Rev 121521 Page 2

**Hamilton Unified School District
Permanent Certificated Employee Summary Evaluation**

School Year: _____ Probationary Status: YR1 __ YR2 __
 Employee: _____ Position: _____ Site: _____

Areas of Strength/Accomplishments/Commendations:

Areas Needing Improvement/Recommendations:

OVERALL RATING:
Recommended for Continued Employment <input type="radio"/> Not Recommended <input type="radio"/>

Evaluator's Signature _____ Date _____ Employee's Signature _____ Date _____

Employee's signature, above, acknowledges receipt of this document on the date indicated and not necessarily agreement with the contents herein. Employee may submit and have permanently attached a response to this document.

** 4: Outstanding; 3: Satisfactory; 2: Needs Improvement; 1: Unsatisfactory
 HUSD Probationary Certificated Employee Summary Evaluation Rev 12.1.2011 Page 3

APPENDIX E: Seniority Criteria

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

APPENDIX F: Dean of Counselor/Dean of Students TA

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

APPENDIX G1: District Counselor/Dean of Students Job Description

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.

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.

APPENDIX G2: Multiple Subject Teacher Job Description

HAMILTON UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

JOB TITLE: Multiple Subject Teacher

SALARY RANGE: Certificated	DIVISION: Teacher – Elementary/TK-5 or 6
DEPARTMENT: Certificated Staff	LOCATION: Hamilton Elementary School
REPORTS TO: Site Administration or Designee	WORK YEAR: 184
APPROVED BY: Governing Board	DATE: January 30, 2024

SUMMARY: Under administrative supervision, Multiple Subject Teachers are to teach self-contained classes in grades transitional kindergarten through fifth/sixth grade. To plan, prepare and implement lesson plans for assigned classes; to provide instruction; to evaluate student progress and provide special assistance as necessary; develop appropriate relationships with students; maintain professional standards as outlined in board policy; and to perform related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Any one position may not include all duties listed; the listed examples do not include all duties and responsibilities)

1. Teach in accordance with the approved courses of study and at a rate and level commensurate with established student progress expectations, using adopted textbooks and other instructional materials authorized for such courses. Dual Immersion Teachers are to provide instruction in Spanish.
2. Utilize a variety of instructional strategies to respond to students' diverse needs while still being cognitively challenging.
3. Provide remedial programs for students who have not achieved competency commensurate with their potential.
4. Provide full class, small group, and individual instruction as appropriate.
5. Establish a classroom environment that is safe and supportive, where risk taking is encouraged, where students feel free to contribute their ideas, and where teacher and student interactions are respectful and polite.
6. Provide clear behavior expectations for students and monitor student behavior throughout the class and school campus. Supervise students; enforce District and school rules, regulations, policies and procedures; recommend disciplinary actions, as necessary.
7. Use information about individual students as well as their academic strengths, needs, and progress to plan instruction that addresses the instructional and emotional needs of all students.
8. Closely monitor student learning in order to understand how students are progressing toward the learning objectives and utilize this information to appropriately plan/modify lessons.
9. Provide students with instructive and timely feedback that will move their learning forward and communicate student progress to families and appropriate staff.
10. Support and cooperate with colleagues in order to promote a professional school culture.
11. Attend professional meetings such as staff meetings and professional development.
12. Attend student focused meetings such as Individualized Education Plan (IEP) meetings, 504 meetings and parent conferences.
13. Follow established policies and procedures for reporting incidents such as child abuse, substance abuse, harassment, and violence.
14. Perform basic attendance accounting and business services as required, i.e. purchase orders, field trip requests, etc.
15. Operate standard office and classroom equipment, including a computer, assigned software and assistive devices.
16. Perform other non-instructional duties according to district policies and procedures.
17. Plan and coordinate work of paraprofessionals while in classroom.

Marginal Functions:

1. Exercise supervision and care over books, supplies, and equipment; instruct students on proper use and preservation of school properties.
2. Maintain a clean and safe classroom environment.
3. Procure and order supplies and equipment.

QUALIFICATION REQUIREMENTS:**Education:**

Bachelor's degree from an accredited college or university.

Credential:

Possession of a valid California credential, or equivalent, which authorizes teaching of the assigned subjects/students; English Learner Authorization; Every Student Succeeds Act (ESSA) certification for self-contained classes or in the in the subject(s) being taught in a core class; Dual Immersion Teachers must possess a BCLAD (Bilingual, Cross cultural, Language and Academic Development) in the language used for student instruction; Transitional Kindergarten Teachers must possess least 24 units in Early Childhood Education and/or professional experience in a classroom setting with preschool age children comparable to the 24 units of education and appropriate authorizations.

Knowledge, Skills, Abilities, and Personal Characteristics:

Knowledge of the fundamental principles and accepted practices, current trends, literature and research related to the grade(s) and courses taught; knowledge of teaching strategies and classroom management; knowledge of applicable laws, codes, regulations, policies and procedures; knowledge of record-keeping and report preparation techniques; ability to plan, organize, prioritize and manage time; ability to communicate effectively with students, parents, peers, administrators, and other district personnel, both individually and in a group; ability to observe, monitor, and evaluate student progress and behavior; ability to establish and maintain cooperative and effective working relationships with others; possess a positive attitude towards students, learning and teaching; knowledge of assessment tools; Dual Immersion Teachers must have the ability to read, write and speak fluently in Spanish; demonstrate flexibility and responsiveness; maintain consistent, punctual and regular attendance.

Health

Physical and mental fitness to engage in teaching service as certified by a licensed physician, surgeon, or medical officer (CA Education Code Section 44893); evidence of freedom from active tuberculosis (CA Education Code Section 49406).

WORKING CONDITIONS**Work Environment:**

Indoor classroom environment, occasionally outdoors; continuous contact with staff, students, and the public; may drive a vehicle to conduct work.

Physical Characteristics: (with or without the use of aids; consideration will be given to reasonable accommodation).

Ability to speak in an understandable voice with sufficient volume to be heard in normal conversation, on the telephone, and in addressing groups; physical, mental, and emotional stamina to endure long hours under sometimes stressful conditions; sufficient vision to read printed material; sufficient hearing to conduct in-person and telephone conversations; sufficient physical mobility to move about the district and drive a car.

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Adopted:

APPENDIX G3: Single Subject Teacher Job Description

HAMILTON UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

JOB TITLE: Single Subject Teacher

SALARY RANGE: Certificated	DIVISION: Teacher – 6-8/9-12
DEPARTMENT: Certificated Staff	LOCATION: Hamilton Elementary School/ Hamilton High School
REPORTS TO: Site Administration or Designee	WORK YEAR: 184
APPROVED BY: Governing Board	DATE: January 30, 2024

SUMMARY: Under administrative supervision, Single Subject Teachers are to teach subject specific classes in grades sixth through twelfth grade. To plan, prepare and implement lesson plans for assigned classes; to provide instruction; to evaluate student progress and provide special assistance as necessary; develop appropriate relationships with students; maintain professional standards as outlined in board policy; and to perform related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Any one position may not include all duties listed; the listed examples do not include all duties and responsibilities)

1. Teach in accordance with the approved courses of study and at a rate and level commensurate with established student progress expectations, using adopted textbooks and other instructional materials authorized for such courses.
2. Utilize a variety of instructional strategies to respond to students' diverse needs while still being cognitively challenging.
3. Provide remedial programs for students who have not achieved competency commensurate with their potential.
4. Provide full class, small group, and individual instruction as appropriate.
5. Establish a classroom environment that is safe and supportive, where risk taking is encouraged, where students feel free to contribute their ideas, and where teacher and student interactions are respectful and polite.
6. Provide clear behavior expectations for students and monitor student behavior throughout the class and school campus. Supervise students; enforce District and school rules, regulations, policies and procedures; recommend disciplinary actions, as necessary.
7. Use information about individual students as well as their academic strengths, needs, and progress to plan instruction that addresses the instructional and emotional needs of all students.
8. Demonstrate knowledge of the subject matter and standards of each subject/grade being taught.
9. Closely monitor student learning in order to understand how students are progressing toward the learning objectives and utilize this information to appropriately plan/modify lessons.
10. Provide students with instructive and timely feedback that will move their learning forward and communicate student progress to families and appropriate staff.
11. Support and cooperate with colleagues in order to promote a professional school culture.
12. Attend professional meetings such as staff meetings and professional development.
13. Attend student focused meetings such as Individualized Education Plan (IEP) meetings, Section 504 meetings, and parent conferences.
14. Follow established policies and procedures for reporting incidents such as child abuse, substance abuse, harassment, and violence.
15. Perform basic attendance accounting and business services as required, i.e. purchase orders, field trip requests, etc.
16. Operate standard office and classroom equipment, including a computer, assigned software and assistive devices.
17. Perform other non-instructional duties according to district policies and procedures.
18. Plan and coordinate work of paraprofessionals while in classroom.

Marginal Functions:

1. Exercise supervision and care over books, supplies, and equipment; instruct students on proper use and preservation of school properties.
2. Maintain a clean and safe classroom environment.
3. Procure and order supplies and equipment.

QUALIFICATION REQUIREMENTS:**Education:**

Bachelor's degree from an accredited college or university.

Appropriate experience may be substituted for a Bachelor's degree for those with Career and Technical Education (CTE) credentials.

Credential:

Possession of a valid California credential, or equivalent, which authorizes teaching of the assigned subject(s)/students; English Learner Authorization; Every Student Succeeds Act (ESSA) certification for self-contained classes or in the in the subject(s) being taught in a core class.

Knowledge, Skills, Abilities, and Personal Characteristics:

Knowledge of the fundamental principles and accepted practices, current trends, literature and research related to the grade(s) and courses taught; knowledge of teaching strategies and classroom management; knowledge of applicable laws, codes, regulations, policies and procedures; knowledge of record-keeping and report preparation techniques; ability to plan, organize, prioritize and manage time; ability to communicate effectively with students, parents, peers, administrators, and other district personnel, both individually and in a group; ability to observe, monitor, and evaluate student progress and behavior; ability to establish and maintain cooperative and effective working relationships with others; possess a positive attitude towards students, learning and teaching; knowledge of assessment tools; demonstrate flexibility and responsiveness; maintain consistent, punctual and regular attendance.

Health

Physical and mental fitness to engage in teaching service as certified by a licensed physician, surgeon, or medical officer (CA Education Code Section 44893); Evidence of freedom from active tuberculosis (CA Education Code Section 49406).

Hazards

Some positions (e.g., chemistry teacher) may require handling materials that could be hazardous.

WORKING CONDITIONS**Work Environment:**

Indoor classroom environment; in some positions (e.g., physical education teachers), some or all of the work is conducted outdoors; continuous contact with staff, students, and the public; may drive a vehicle to conduct work.

Physical Characteristics: (with or without the use of aids; consideration will be given to reasonable accommodation).

Ability to speak in an understandable voice with sufficient volume to be heard in normal conversation, on the telephone, and in addressing groups; physical, mental, and emotional stamina to endure long hours under sometimes stressful conditions; sufficient vision to read printed material; sufficient hearing to conduct in-person and telephone conversations; sufficient physical mobility to move about the district and drive a car.

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.